[redacted], Texas [redacted]

Surface Parking Lot Lease Contract

THIS LEASE AGREEMENT, ("Agreement"), made and entered into this ____ day of _____, 2016, between the [redacted], located at [redacted], Texas [redacted] as "Lessor", and [redacted], located at [redacted], Texas [redacted] described as "Lessee", herein-after referred to as "Lessee".

Lessor [redacted]) is the owner of the parking lot located in the 100 block of [redacted], Texas and wishes to provide a Surface Parking Lot Lease Contract to the party identified above ([redacted]). Terms and Conditions are described below:

Recitals:

The Lessor has agreed to grant the Lessee the right to occupy and use forty (40) parking spaces for the purpose of parking Lessee employee's motor vehicles. Lessee is willing to accept such occupancy, subject to and in accordance with the payments, terms and conditions herein provided.

NOW, THEREFORE, in consideration of the mutual promises herein set forth and other goods and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto.

1. **Premise**: The portion of the Surface Parking Lot to be occupied by Lessee, such portion being forty (40) parking spaces as depicted by cross-hatching on Exhibit "A" attached hereto.

2. **Term of Lease**: The period of time during which Lessee may occupy the Surface Parking Lot located at [redacted], Texas, shall begin September 1, 2016, and end on August 31, 2017. The term of this contract shall constitute with normal operating hours of Lessee's employee's normal working hours Central Standard Time. The Lessor will provide Lessee with forty (40) parking permits to be issued to authorized Lessee employees. Lessor provided parking permits will be presented in full view from rear view mirrors. All vehicles without permit but with Lessee markings, will be billed a daily rate of [redacted] to the Lessee. (All other vehicles without parking permit will be considered unauthorized and towed according to policy.)

3. **Items Left in Vehicle:** Lessor shall not be responsible for damage or loss to possessions or items left in Lessee's vehicle.

4. **Damage to Vehicle:** Lessor shall not be responsible for damage to Lessee's vehicle, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot and surrounding area.

5. **Lease Payment**: The sum of [redacted] is due from the Lessee per month to the Lessor on the (1st) day of each month.

6. **Returned Check and Late Fees**: Lessee agrees and Lessor accepts to be accessed a return check fee of [redacted] fee per check per month, and a late fee of [redacted] per day in the event payment has not been received by the fifth (5th) day of each month as outlined above.

7. **Permitted Use**: For Lessee employees only.

8. **Parking Lot Maintenance**: On a daily basis, the Lessee will keep and maintain the assigned forty (40) parking spaces free of trash, debris and cigarette butts during the term of this surface Parking Lot Lease.

9. **Towing of Vehicles**: Motor vehicles may be towed during the hours of operation of the Lessee and with the approval of the Lessor and in compliance of State Law and Local City Ordinances.

10. **Assignment**: No Assignment of Surface Parking Lot may be made without Lessor's prior written consent.

11. **Default**: If Lessee defaults in the payment of lease payment as stated, or in any covenants, agreements, or conditions herein contained to be kept by Lessee, the Lessor shall provide Lessee with a written notice of such default, and Lessee shall have ten (10) calendar days to cure such default. If the default is not cured, the Lessor shall have the option to enforce this lease in any manner provided by the laws of the State of Texas including, but not limited to; termination of lease and re-enter the 40 parking spaces and take possession thereof with or without process of law to distain for any lease payment(s) due. Lessee shall quit and surrender peaceably the 40 parking spaces back to the Lessor.

12. **Notices**: All notices shall be deemed given in writing, deposited in the United States mail in a sealed envelope with correct postage, thereon prepaid and registered, addressed to Lessor or Lessee, as the case may be at the address set forth at the end of this Surface Parking Lot Lease Contract, or other such addresses as Lessee may direct the Lessor.

13. **Insurance Requirements**: The Lessee shall provide to the Lessor a copy of the General Liability Insurance in the amount of $1,000,000 for injuries to any one person and $100,000 for property damage. Lessee shall deliver certificates of such insurance to Lessor prior to occupying the assigned 40 parking spaces. Lessee agrees to indemnify, defend and hold harmless the Lessee, its agent, administrators, employees, and Board of Directors and any or all claims, damages, liabilities, and expenses including attorney fees and court costs associated with damage or injury brought upon by third parties. The Lessee shall name the Lessor on its insurance and certificates and shall waive any right to recover against the other for damage or any part thereof.

14. **Insurance Coverage**: All insurance coverage and insurance requirements shall be kept in force during the term of this Surface Parking Lot Lease Contract.

15. **Termination:** Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. Any such notice shall be directed to a party at the party's address as listed below in this Agreement.

16. **Continuance of Contract**: In the event the Lessee shall continue occupancy of the 40 parking spaces as identified in this Contract after the expiration of the Term of Lease without any agreement in writing, such occupancy shall be deemed to extend or renew the Term of Lease, but such occupancy shall continue on a month to month basis upon the covenants. A month-to-month rate will be $1,760.00.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Contract as of _____, 2016.

LESSOR:

[redacted], Texas [redacted]

BY: _____ [redacted]

BY: _____ [redacted]

Date: _____

LESSEE:

[redacted], Texas [redacted]

BY: _____

Date: _____

Schedule A

Chaparral St.
Handicap
(6)
ESC-2
(15)
ESC-2
(21)
ESC-2
(21)
ESC-2
(18)
NCAD
(6)
NCAD
(14)
NCAD
(14)
NCAD
(6)
12
12
13
13
KORO
(25)
Mamma Mia's
Parking space allocation
Total spaces = 146
ESC-2 = 75
NCAD = 40
KORO = 25
Handicap = 6
Richline Technical Services
Mesquite St.