

Riverside Golf Course Cartshed Lease Agreement

This Cart shed Lease Agreement (Agreement) is made by and between _____(Tenant) and the City of Victoria (Landlord). Landlord hereby agrees to lease and Tenant hereby agrees to rent the Cart shed, Identification Number _____, located at Riverside Golf Course (Premises). Both parties agree to the following terms and conditions:

1. **Term & Termination.** The term of this Agreement shall commence on the date of execution and shall terminate on December 31, 2025. At any time during the term of this Agreement, Landlord may terminate this agreement in writing and Tenant shall have until the last day of the month in which written notice of termination was received to remove all property from the cart shed. Tenant may terminate this Agreement at any time during the Lease term by removing all property from the cart shed and providing 90 days' written notice. Should Tenant decide to terminate before the end of the Lease term, Tenant must have all property removed from the cart shed by the last day of that month, otherwise Tenant will be charged the full amount for the following month.
2. **Rent.** Tenant shall pay Landlord a monthly rent of \$60. Rent shall be charged to the credit card provided by Tenant between the 5th and 7th day of each month. Tenant understands and agrees that rent is not pro-rated at the time of the move-out and a partial month's unused rent is not refundable. Tenant also understands that rent will be automatically charged to the credit card provided in full each month. If Tenant's credit card is declined for payment for any reason, an alternative method of payment will be provided by Tenant within two (2) business days of notification. If payment is not received by the 10th of any month, a \$25.00 late fee is assessed. Payments not brought current by the 28th of any month will result in termination of this Agreement.
3. **Locks.** Tenant agrees to use, and Tenant shall provide at its own expense, a lock for the cart shed. In the event that Landlord is required to cut Tenant's lock in order to gain access to the cart shed, Landlord agrees to replace Tenant's lock within a reasonable amount of time.
4. **Release of Landlord's Liability for Property Damage.** All personal property stored within the cart shed by Tenant shall be at Tenant's sole risk. Landlord, Landlord's agents and employees shall not be liable to Tenant, and are hereby released from liability, for any loss or damage to Tenant's personal property stored in the cart shed or on the Premises arising from any cause including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, insects, Acts of God, or the acts, omissions or negligence of the Landlord, Landlord's agents or employees.
5. **Release of Landlord's Liability for Bodily Injury.** Landlord, Landlord's agents and employees shall not be liable to Tenant, Tenant's agents, employees, invitees and/or

guests, and are hereby released from liability, for any injury or death to Tenant, Tenant's agents, employees, invitees and/or guests as a result of Tenant's use of the cart shed or the Premises, even if such injury is caused by the acts, omissions or negligence of the Landlord or Landlord's agents or employees.

6. **Indemnification.** Tenant agrees to indemnify, hold harmless and defend Landlord and Landlord's agents, officers, and employees from all claims, demands, actions or causes of action (including actual attorney's fees and costs) that are hereinafter asserted against the Landlord or Landlord's agents, officers or employees and arising out of Tenant's use of the cart shed or the premises, including claims for Landlord's negligence.
7. **Use and Care of Cart shed and Premises.** Tenant, Tenant's agents, employees, invitees and/or guests shall maintain the cart shed in good condition, reasonable wear and tear, and Tenant shall not perform any practices which may damage the cart shed or premises or be a nuisance to other tenants and shall keep the premises surrounding the cart shed clean and free from rubbish, dirt, and other debris to the best of Tenant's ability. Tenant agrees to use the cart shed only for storage of property relating to use of Riverside Golf Course. In no case may any person reside in the cart shed, or store any flammables, stolen property, perishables, hazardous or toxic materials, explosives, ammunition, anything alive or dead, food of any type, stolen property, guns or illegal items. Landlord may enter the cart shed at any time to remove and dispose of any prohibited items at Tenant's expense.
8. **Sublease.** Tenant shall not assign this Agreement or sublet the cart shed without the express written approval of Landlord.
9. **Severability.** If any provision of this Agreement shall be held to be invalid, this Agreement shall be considered to be amended to exclude any such invalid provision and the balance of the Agreement shall be read independently of the invalid provision and shall remain in full force and effect.
10. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Texas.

This Agreement contains all of the understandings and agreements between Landlord and Tenant with respect to the lease of cart sheds, and supersedes and replaces any prior oral or written agreements with respect thereto. Except as otherwise provided herein, this lease may be amended or supplemented only in a written document which has been signed by both Landlord and Tenant.

(Executed on the Following Page)

City of Victoria, Texas

Name of Tenant

Rolando P. Hernandez, Head Golf Professional

Signature

April Hilbrich, City Secretary

Printed Name

Form Approved:

Adam L. West, Assistant City Attorney