

RESOLUTION NO. 2003-0808 2003 10 10

ORIGINAL

**RESOLUTION OF THE VILLAGE OF VOLENTE
ADOPTING A REAL PROPERTY LEASE AGREEMENT
WITH TONY VACCA FOR VILLAGE OFFICE SPACE**

WHEREAS, the City Council finds that lease of office and administrative space by the Village from Tony Vacca under the terms provided for in the Lease Agreement will provide a public benefit to the public; and

WHEREAS, the City Council finds the terms of the Lease Agreement to be acceptable.

NOW, THEREFORE, BE IT RESOLVED, THAT THE CITY COUNCIL OF THE VILLAGE OF VOLENTE, TEXAS THAT:

The Mayor is authorized to execute the document entitled "Lease Agreement," dated October 10 2003.

PASSED AND APPROVED THIS 10th day of October, 2003, by unanimous vote of the City Council of the Village of Volente, Texas.

VILLAGE OF VOLENTE

by: 
Jan Yenawine, Mayor

ATTEST:


Jennifer Zufelt, City Secretary

APPROVED AS TO FORM:

Alan J. Bojorquez, City Attorney

Alan J. Bojorquez, City Attorney

ATTACHMENT
(Exhibit A)

Indemnification and Release of Liability

Landlord, as that term is defined in the Lease Agreement, is not responsible for any accident or injury occurring from use of the Premises described in the Lease Agreement. As a duly authorized agent of the Village of Volente, I agree to the terms and conditions for use of the Premises described in the Lease Agreement, and I acknowledge that accidents or injury may result from the use of the Premises. In consideration for use of the Premises, the Village agrees to release Landlord from liability or responsibility for any accident or injury occurring to myself or others resulting from use of the Premises, and for any and all claims, loss, costs, liability, and causes of action and damages arising from the Village of Volente's use of the Premises.

The Village of Volente further agrees to indemnify, defend, and hold the Landlord harmless from any injury, loss, attorney's fees, court and other costs, or claims arising out of the Village's use of the Premises, in accordance with the Village's liability coverage and policies as provided by the Texas Municipal League-Intergovernmental Risk Pool, or its successor agency.



Jan Penawine, Mayor
Village of Volente

08 10, 2003

Date

WARRANTIES THAT EXTEND BEYOND THOSE STATED IN THIS LEASE.

21. *Notices.* Any notice required or permitted under this lease must be in writing. Any notice required by this lease will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this lease. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
22. *Abandoned Property.* Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the Term.
23. *Termination.* Both Landlord and Tenant reserve the right to terminate this Lease without cause following 180 days written notice to the other party.
25. *Evergreen Renewal.* The Term of this lease shall automatically renew upon its expiration unless either Landlord or Tenant provides notice of intent to terminate the lease 180 days prior to the end of the term.

LANDLORD:

by: _____
Tony Vacca

TENANT:

by: _____
Jan Yenawine, Mayor
Village of Volente