

ORDINANCE 2019-12-05-0987

AUTHORIZING A LEASE AGREEMENT WITH SAN ANTONIO SPORTS FOR 6,650 SQUARE FEET OF OFFICE SPACE AT THE ALAMODOME AND TWENTY PARKING SPACES FOR A PERIOD OF SIX YEARS COMMENCING JANUARY 1, 2020, WITH ONE ADDITIONAL TWO-YEAR RENEWAL OPTION.

* * * * *

WHEREAS, San Antonio Sports (“SAS”), a not for profit corporation, was founded in 1984 to create sports opportunities for the community and its youth by targeting sports as a growth industry by bringing sporting events with a positive economic impact to the city, developing fitness programs for all ages, especially disadvantaged youth, and supporting the development of quality athletic facilities; and

WHEREAS, SAS currently has its administrative offices located within the Alamodome, which creates synergy among the Alamodome and SAS staff and the convenience of working together on bids, events and discussing ideas has led to new events for San Antonio and the Alamodome; and

WHEREAS, having the Valero Alamo Bowl Offices, SAS and the Alamodome Offices all on the same level of the Alamodome creates a very unique consolidation of three of the leading and primary Sports and Entertainment organizations in San Antonio; and

WHEREAS, the rental fees under the proposed Lease Agreement shall cover utilities, telecommunications and cleaning services; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

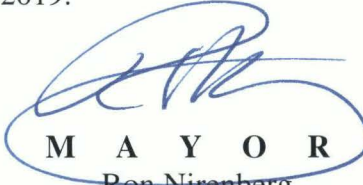
SECTION 1. The terms and conditions of a Lease Agreement between the City of San Antonio and San Antonio Sports for 6,650 square feet of office space at the Alamodome and twenty parking spaces for a period of six years, with one two-year renewal option, commencing January 1, 2020, for a monthly payment to the City of \$6,611.78 for the first year, are authorized and approved. The portion of the rental payment covering utilities shall be subject to annual Consumer Price Index adjustments beginning in the second year of the Lease Agreement. The City Manager, or designee, is authorized to execute the Lease Agreement, a copy of which has been previously executed by SAS and is attached to this Ordinance as **Exhibit I**.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 29016000, Internal Orders 245000000350, 245000000033, 245000000043, and General Ledger Accounts 4407231, and 4407707.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

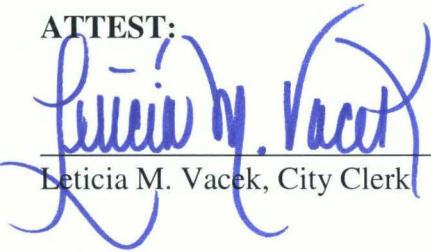
SECTION 4. This Ordinance shall take effect immediately upon the receipt of eight affirmative votes; otherwise it shall be effective ten days after its passage.

PASSED AND APPROVED this 5th day of December, 2019.



M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	17 (in consent vote: 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 21, 22, 26, 27, 28, 29, 30, 31, 32, 33, 34A, 34B)
Date:	12/05/2019
Time:	10:02:56 AM
Vote Type:	Motion to Approve
Description:	Ordinance approving a six year lease with San Antonio Sports for 6,650 square feet of office space at the Alamodome and twenty parking spaces starting January 1, 2020, and ending December 31, 2025, with options to renew. Annual revenues of approximately \$79,628.03 will be deposited in the Community and Visitor Facilities Fund. [Carlos Contreras, Assistant City Manager; Patricia Muzquiz Cantor, Executive Director, Convention and Sports Facilities]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				
Jada Andrews-Sullivan	District 2		x			x	
Rebecca Viagran	District 3		x				
Adriana Rocha Garcia	District 4		x				x
Shirley Gonzales	District 5		x				
Melissa Cabello Havrda	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

LB
12/05/19
Item No. 17

EXHIBIT I

LEASE AGREEMENT

This Lease Agreement ("Lease") is by and between the City of San Antonio ("**LANDLORD**"), acting by and through its City Manager or designee, pursuant to Ordinance No. 2019-__-__-__, passed and approved on _____, 2019 and San Antonio Sports ("**TENANT**"), a not for profit/501(c)(3) corporation chartered under the laws of the State of Texas, (collectively the "Parties").

ARTICLE I. DEMISE OF PREMISES

1.1 LANDLORD leases to **TENANT**, and **TENANT** leases from **LANDLORD**, subject to and in consideration of the provisions of this Lease, the premises containing approximately 6650 square feet of gross leaseable space located in a structure commonly known as the Alamodome ("Building"), at 100 Montana Street, San Antonio, Texas ("**Leased Premises**"), such **Leased Premises** being legally described and shown on the site plan on **EXHIBIT A**, which is attached and incorporated into this Lease for all purposes.

1.2 LANDLORD reserves the right from time to time to install, maintain, repair and replace utility lines, pipes, ducts, and wires passing through the **Leased Premises**, to serve other parts of, or premises within, the Building. Any such installation, maintenance, repair or replacement (1) shall be placed in locations which shall not unreasonably interfere with **TENANT's** use of the **Leased Premises**; (2) shall be carried out so as to minimize inconvenience or disruption of **TENANT's** business; (3) shall not constitute an eviction of **TENANT**, unless **TENANT** is unable to continue business for longer than ten (10) consecutive days; and (4) shall not warrant an abatement of rent under any circumstances.

ARTICLE II. USE

2.1 USE. **TENANT** shall have the right to use the **Leased Premises** for purposes of maintaining administrative offices for San Antonio Sports, storing personal property and equipment belonging to **TENANT** and conducting meetings related to the business of **TENANT**.

2.2 TENANT agrees that the **Leased Premises** will not be used for any other uses, whatsoever, without **LANDLORD's** prior written approval.

2.3 All uses shall be subject to **TENANT** securing, in advance, to **LANDLORD's** satisfaction, all necessary permits, licenses, and other evidences of authority to operate in the **Leased Premises**, as required by all City, County, State, and Federal authorities in accordance with applicable statutes, laws, ordinances, rules and regulations of the City of San Antonio, Bexar County, Texas, the State of Texas and the United States of America.

2.4 TENANT shall have access to the **Leased Premises** from 8am to 5pm, seven (7) days a week, and at other times approved by the General Manager of the Alamodome, whose approval shall not be unreasonable withheld.

2.5 PARKING: **LANDLORD** agrees to provide twenty (20) parking spaces in Lot A for **TENANT's** use, for the times indicated in 2.4, at locations designated by **LANDLORD** prior to the commencement of this Lease. Said spaces shall only be relocated upon the mutual consent of the Parties. **TENANT** agrees to vacate said parking spaces, upon request, when there is a conflict with a scheduled Alamodome Event or, in the alternative, to pay the parking fee being charged to the public for similar parking at said Alamodome Event.

ARTICLE III.
TERM OF LEASE/RENEWAL

3.1 INITIAL TERM. The Initial Term of this Lease shall be for a period of six (6) years, beginning on January 1, 2020 ("Commencement Date") and ending on December 31, 2025 ("Expiration Date"), unless terminated earlier in accordance with the terms of this Lease.

3.2 RENEWAL AND EXTENSION. As long as TENANT is not in default hereunder, upon the mutual written agreement of the Parties signed by TENANT and the Director of Convention and Sports Facilities, the Parties may extend this Lease for one (1) two (2)-year term ("Renewal Term") with the same terms and provisions of this present Lease, without the need for City Council approval.

ARTICLE IV.
ACCEPTANCE AND CONDITION OF PREMISES

4.1 TENANT's taking possession of the **Leased Premises** in its present "AS IS, WHERE IS, AND WITH ALL FAULTS CONDITION" shall be conclusive evidence of **TENANT's** acceptance from **LANDLORD** of said **Leased Premises** in good order and satisfactory condition and as suitable for **TENANT's** intended commercial purposes and uses as stated herein.

ARTICLE V.
RENT

5.1 TENANT, in consideration of said demise, does hereby covenant and agree with **LANDLORD** to pay to **LANDLORD** without notice or demand, both of which are expressly waived herein, all Rents as may be set forth hereafter, during the Initial Term and the Renewal Term, if any, for the use and occupancy of the **Leased Premises**, as follows:

<u>A. Utilities Rent</u>	<u>Amount per square ft/per month¹</u>	<u>Total Amount per month</u>
i. Electricity	\$.20 per square foot per month	\$ 1330.00
ii. HVAC	\$.105 per square foot per month	<u>\$ 696.00</u>
Base Utilities Rent		\$2,026.00
Prior Lease Total CPI Increase		\$695.81
2019 Increase		\$34.44
2020 Base Rental for Utilities		\$2,756.25
<u>B. Telecommunications Rent</u>	<u>Amount per line/per month²</u>	<u>Total Amount per month³</u>
i. Analog	\$19.40 (6 lines)	\$116.40
ii. Digital	\$37.67 (39 lines)	\$ 1,469.13
iii. Voice Mail	\$5.00 (42 lines)	\$210.00
iv. Network	\$30.00 (42 lines)	<u>\$1260.00</u>
v. Long Distance	Varies per usage	
Total Telecommunications Rent less Long Distance		\$3,305.23

¹ **LANDLORD** reserves the right to increase said the Utilities Rent set forth in Section 5.1(a) based on changes in the Consumer Price Index, as follows: The sum of \$2,756.25 per Lease month ("Base Utilities Rent") during the Initial Term and Renewal Term, if any, shall be paid by **TENANT** to **LANDLORD**. Beginning with the second Lease Year of the Initial Term and continuing throughout the Initial Term and the Renewal Term, if any, the Base Utilities Rent is subject to annual increases in the Consumer Price Index ("CPI") (figured by multiplying the Base Utilities Rent times the CPI for the current Lease Year divided by the CPI for July of the previous Lease Year). CPI shall mean the Consumer Price Index of Urban Consumers, U.S. City Average, published by the U.S. Department of Labor, Bureau of Labor Statistics ("Bureau"). If the CPI should cease to be published by the Bureau during the Initial Term or the Renewal Term, if any, the CPI shall be computed by using an economic index selected by **LANDLORD** of generally recognized standing that reflects the increase or decrease in the purchasing power of the U.S. dollar.

² **LANDLORD** reserves the right to increase said fees based on changes in charges to **LANDLORD**.

³ These amounts do not include installation, Long Distance charges or taxes.

- C. Cleaning Services Rent** - provided twice a week for \$550.00 and shall include the following services:
- i. Trash/Recycle removal
 - ii. Vacuum
 - iii. Restroom to include toilets, sinks, mirrors and mop area
 - iv. Kitchen to include wipe table, counter, sink and mop area
 - v. Wipe boardroom table and dust trophy cases as needed

5.2 In consideration of payment by **TENANT** of the Rent specified in Section 5.1, **LANDLORD** agrees to waive the standard rental fees set forth below:

<u>A. Office Rent</u>	<u>Amount per square ft/per month</u>	<u>Total Amount per month</u>
Initial and Renewal Term	\$1.11 per square foot per month	\$7381.50
<u>B. Parking Rent</u>	<u>Amount per space/per month</u>	<u>Total Amount per month</u>
Initial and Renewal Term	\$30.00 per space per month	\$600.00

5.3 All Rent due for said **Leased Premises** ("Total Monthly Rent") is to be paid in equal monthly installments on or before the first day of each and every month during said Initial Term hereof and during each and every month of the Renewal Term, if any. Payments may be made in person or mailed for receipt by such date to the Convention & Sports Facilities Department, 900 E. Market, San Antonio, TX 78203, beginning on the Commencement Date.

5.4 Holding Over. In the event **TENANT** holds over after the expiration date of the Initial Term or the Renewal Term, if any, without **LANDLORD's** approval, then the holdover cost shall be 150% times the Total Monthly Rent. Holding over shall be as if a tenancy at sufferance is created and shall not evidence the **LANDLORD's** approval thereof by **LANDLORD's** inaction nor create a month-to-month tenancy.

5.5 Late Charge. In the event that any sum due under the terms of this Lease is not paid on the respective due date, then **TENANT** agrees to pay, as further additional rent, a late charge of eight (8%) per cent of the charges due per month. The late charge shall accrue each month until paid in full; however, should this late charge, calculated either monthly or as it accrues from month to month, ever be deemed usurious under law, the maximum non-usurious rate shall apply hereunder.

5.6 The obligation of **TENANT** to pay rent is an independent covenant, and no act or circumstance whatsoever, whether such act or circumstance constitutes a breach of covenant by **LANDLORD** or not, shall release **TENANT** of the obligation to pay the sums due hereunder.

ARTICLE VI.
CONSTRUCTION AND ALTERATIONS

6.1 **TENANT** shall not construct any improvements, or make any structural alterations or additions or any remodeling or repairs, renovations, rehabilitation, retrofitting, restorations or other such modifications in any portion of the interior or exterior of the **Leased Premises** without first obtaining the written approval of **LANDLORD**. Any such fixed improvement or alteration shall become the property of **LANDLORD**.

ARTICLE VII.
FIXTURES AND PERSONAL PROPERTY

7.1 Any trade fixtures, equipment, signs, furniture, furnishings, other personal property of **TENANT** and non-structural improvements not permanently affixed to the **Leased Premises** but installed at the expense of **TENANT** shall remain the property of **TENANT** and **LANDLORD** agrees that **TENANT** shall have the right upon the expiration or earlier termination of this Lease, provided **TENANT** is not in default under the terms of this Lease, at any time, and from time to time, to remove any and all of its trade

fixtures, equipment, signs, furniture, furnishings, other personal property and non-structural improvements which it may have stored or installed in the **Leased Premises**, including, but not limiting the same to, counters, chairs, tables, desks, shelving, mirrors, and other movable personal property. **TENANT**, at its sole cost and expense, shall immediately repair any damage occasioned to the **Leased Premises** by reason of the removal of any such equipment, trade fixtures, signs, furniture, furnishings, and other personal property, and upon expiration or earlier termination of this Lease, shall leave the **Leased Premises** in good order and in a condition acceptable to **LANDLORD**. All trade fixtures, equipment, signs, furniture, furnishings and other personal property installed in or attached to the **Leased Premises** by **TENANT** must be new or in good, serviceable and attractive condition when so installed or attached. The Parties agree that any trade fixtures, equipment, signs, furniture, furnishings, or other personal property, and non-structural improvements, whether or not so installed or attached, if not removed by **TENANT** from the **Leased Premises** on or before thirty (30) days after the expiration or termination of this Lease, shall be deemed to be permanently affixed and become the property of **LANDLORD** without any further notice to **TENANT** or to its creditors, and without any liability whatsoever to any party on **LANDLORD's** part for its safety, condition, or disposal at public sale or private sale or otherwise.

7.2 Any floor covering affixed to the floor of the **Leased Premises** shall be and become the property of **LANDLORD** absolutely.

ARTICLE VIII. **YIELDING UP**

8.1 **TENANT** will, upon expiration or termination, yield up the **Leased Premises** peacefully to **LANDLORD** in good order and condition, with damage by fire, casualty, unavoidable accident, acts of God, taking by eminent domain, acts of public authority, and reasonable use and wear excepted.

ARTICLE IX. **TAXES AND FEES**

9.1 **TENANT** shall pay before delinquency all current and future taxes, including but not limited to, personal property taxes and real property taxes if taxed against the **Leased Premises**, as well as, the tax on the leasehold interest of **TENANT** in said **Leased Premises**, assessments, license and permit fees, and governmental impositions of whatever kind or nature imposed with respect to the **Leased Premises**.

ARTICLE X. **LIENS**

10.1 **TENANT** expressly agrees that it will keep and save the **Leased Premises** and **LANDLORD** harmless from all costs and damages resulting from any such liens or lien of any character created or that may be asserted through any act or thing done by **TENANT**.

ARTICLE XI. **MAINTENANCE AND REPAIRS**

11.1 **TENANT** agrees, at its own expense, to keep the **Leased Premises** in good order and repair, and in clean, safe and sanitary condition and in a manner reasonably satisfactory to fulfill the obligations of this **ARTICLE XI** and/or comply with any/all local, state or federal building or health requirements.

11.2 **TENANT** agrees to keep the **Leased Premises** clean and free of debris.

11.3 **TENANT** agrees to be responsible for obtaining cleaning services to keep the **Leased Premises** in the required clean, safe and sanitary condition, including trash and garbage removal.

11.4 **TENANT** shall be responsible for all minor repairs and maintenance of the **Leased Premises** necessitated by normal, regular use, in the sole discretion of **LANDLORD**.

11.5 LANDLORD shall be responsible for the major repair and maintenance of the **Leased Premises**, including the structural systems, plumbing and utilities.

ARTICLE XII.
LAWS AND ORDINANCES

12.1 TENANT agrees to comply promptly with all federal, state and local laws, ordinances, orders, and regulations affecting the **Leased Premises**, a well as the cleanliness, safety, operation, or use thereof or the business conducted therein.

ARTICLE XIII.
UTILITIES

13.1 Utilities shall be, or have been, stubbed to the **Leased Premises** by **LANDLORD** at no cost to **TENANT** and it is the understanding of the Parties that throughout the term of this Lease utilities will be provided to the **Leased Premises** by **LANDLORD** and utility charges are to be paid by **TENANT** as set forth in Article V.

13.2 TENANT shall furnish all electric light bulbs and tubes. **TENANT** shall not install any electrical or other equipment that overloads or clogs the utility lines serving the **Leased Premises** or adjacent premises. **LANDLORD** shall not be liable to **TENANT** in damages or otherwise if utility services are interrupted because of necessary repairs, installations, improvements or any cause beyond the control of **LANDLORD**.

ARTICLE XIV.
TELECOMMUNICATIONS

14.1 LANDLORD shall provide an adequate number of telephone lines to meet **TENANT's** needs. **TENANT's** current needs have been mutually determined by **LANDLORD** and **TENANT**.

14.2 TENANT shall pay **LANDLORD** the per line monthly amount set forth in Article V for every line utilized.

14.3 LANDLORD shall be solely responsible for the maintenance of said telecommunications services.

14.5 Should **TENANT** require additional lines, they shall be added by **LANDLORD** upon the mutual consent of the Parties, shall be installed at rates determined by **LANDLORD** and shall be subject to the Telecommunications Rent defined in Paragraph 5.1(B).

ARTICLE XV.
ACCESS TO PREMISES

15.1 TENANT agrees that **LANDLORD**, its agents, employees or servants, or any person authorized by **LANDLORD**, may enter the **Leased Premises** for: (a) inspecting the condition of same; (b) making such repairs, additions, alterations or improvements thereto, or to the Building of which they are a part, as **LANDLORD** may elect or be required to make, to including, but not be limited to, accessibility to sewer drainage clean outs to prevent damage; (c) exhibiting the same to prospective purchasers or future tenants of the Building in which the **Leased Premises** are contained; and (d) any other reason deemed necessary so long as **LANDLORD** or its agents, employees or servants do not unreasonably interfere with the conduct of **TENANT's** business.

ARTICLE XVI.
INSURANCE

16.1 Prior to the commencement of this Lease, **TENANT** shall furnish an original completed Certificate(s) of Insurance to the City's Alamodome Department and City Clerk's Office, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information

referenced or indicated thereon. The original certificate(s) must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to the to **LANDLORD**. **LANDLORD** shall have no duty to perform under this Lease until such certificate shall have been delivered to the Alamodome and the City Clerk's Office, and no officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

16.2 LANDLORD reserves the right to review the insurance requirements of this section during the effective period of this Lease and to modify insurance coverage and their limits when deemed necessary and prudent by the City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Lease, but in no instance will **LANDLORD** allow modification whereupon **LANDLORD** may incur increased risk.

16.3 TENANT's financial integrity is of interest to **LANDLORD**, therefore, subject to **TENANT's** right to maintain reasonable deductibles in such amounts as are approved by **LANDLORD**, **TENANT** shall obtain and maintain in full force and effect for the duration of this Lease, and any extension hereof, at **TENANT's** sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and rated **A-** or better by A.M. Best Company and/or otherwise acceptable to **LANDLORD**, in the following types and amounts:

<u>TYPE</u>	<u>AMOUNT</u>
1. Workers' Compensation Employers' Liability	Statutory \$1,000,000/\$1,000,000/\$1,000,000
2. Commercial General (public) Liability Insurance to include coverage for the following:	
a. Premises/Operations	For Bodily Injury and
b. Independent Contractors	Property Damage of
c. Products/completed operations	\$1,000,000 per occurrence; \$2,000,000 general aggregate
d. Personal Injury	or its equivalent in umbrella or
e. Contractual liability	excess liability coverage
3. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit for Bodily
b. Non-owned vehicles	Injury and Property Damage of
c. Hired vehicles	\$1,000,000.
4. Property Insurance for physical damage to property of TENANT , including improvements and betterments to Leased Premises	Coverage for a minimum of eighty percent (80%) of the actual cash value of TENANT's property

16.4 LANDLORD shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by **LANDLORD**, and may make a reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties or the underwriter of any such policies). Upon such request by **LANDLORD**, **TENANT** shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

16.5 TENANT agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- ◆ Name **LANDLORD** and its officers, employees, volunteers and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under lease with **LANDLORD**, with the exception of the workers' compensation and professional liability policies;
- ◆ **TENANT's** insurance shall be deemed primary with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under the contract with the City of San Antonio; and
- ◆ Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of **LANDLORD**.

16.6 TENANT shall notify **LANDLORD** in the event of any notice of cancellation, non-renewal or material change in coverage and shall give such notices not less than thirty (30) days prior to the change, or ten (10) days notice for cancellation due to non-payment of premiums, which notice must be accompanied by a replacement Certificate of Insurance. All notices shall be given to **LANDLORD** at the following address:

City of San Antonio
Alamodome Department
P.O. Box 839966
San Antonio, Texas 78283-3966

City of San Antonio
City Clerk's Office
P.O. Box 839966
San Antonio, Texas 78283-3966

16.7 If **TENANT** fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, **LANDLORD** may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement; however, procuring of said insurance by **LANDLORD** is an alternative to other remedies that **LANDLORD** may have, and is not the exclusive remedy for failure of **TENANT** to maintain said insurance or secure such endorsement.

16.8 Nothing herein contained shall be construed as limiting in any way the extent to which **TENANT** may be held responsible for payments of damages to persons or property resulting from **TENANT's** activities under this Lease.

16.9 LANDLORD, its agents or employees shall not be liable, and **TENANT** waives all claims for any damage to persons or property sustained by **TENANT** or any person claiming through **TENANT**, which may occur on the **Leased Premises**, or for the loss of or damage to any property of **TENANT** or of others by theft or otherwise, whether caused by other tenants or persons in the Alamodome or in the **Leased Premises** or by occupants of adjacent property or the public, except where **LANDLORD's** negligence is the sole active cause.

ARTICLE XVII.
INDEMNIFICATION

17.1 TENANT covenants and agrees to **FULLY INDEMNIFY** and **HOLD HARMLESS**, **LANDLORD** and the elected officials, employees, agents, officers, volunteers, directors, contractors, subcontractors, consultants, subconsultants, utility providers, service providers, invitees, licensees, other tenants of the building, and representatives of **LANDLORD**, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury or death and property damage, made upon **LANDLORD** directly or indirectly arising out of, resulting from or related to **TENANT's** activities or **LANDLORD's** activities or the acts of other parties, under this **LEASE**, including any acts or omissions of **TENANT**, any employees, agents, officers, volunteers, directors, contractors, subcontractors, consultants, subconsultants, utility providers, service providers, invitees, licensees, and representatives of **TENANT**, and their respective employees, agents, officers, volunteers, directors, contractors, subcontractors, consultants, subconsultants, utility providers, service providers, invitees, licensees, and representatives, or of **LANDLORD**, its elected officials,

employees, agents, officers, volunteers, directors, contractors, subcontractors, consultants, subconsultants, utility providers, service providers, invitees, licensees, other tenants of the building, and representatives while in the exercise of performance or non-performance of the rights or duties under this LEASE, all without however, waiving any governmental immunity available to LANDLORD under Texas Law and without waiving any defenses of the Parties under Texas Law. The provisions of this INDEMNIFICATION are solely for the benefit of the Parties and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. TENANT shall promptly advise LANDLORD in writing of any claim or demand against LANDLORD or TENANT known to TENANT related to or arising out of TENANT's activities or LANDLORD's activities or other party's acts or omissions as noted herein under this LEASE and shall see to the investigation and defense of such claim or demand at TENANT's cost. Notwithstanding any condition imposed by a policy of insurance to which TENANT and LANDLORD are named, LANDLORD shall retain the right, at its option and at its own expense, to participate in any such defense provided by any insurance or self-insurance of TENANT under this ARTICLE without relieving TENANT of any of its obligations under this ARTICLE.

17.2 It is the EXPRESS INTENT of the Parties to this LEASE, that the INDEMNITY provided for in this ARTICLE is an INDEMNITY extended by TENANT to INDEMNIFY, PROTECT and HOLD HARMLESS LANDLORD from the consequences of LANDLORD's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of LANDLORD is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of LANDLORD is the sole active cause of the resultant injury, death, or damage. TENANT further AGREES TO DEFEND, AT ITS OWN EXPENSE and ON BEHALF OF LANDLORD AND IN THE NAME OF LANDLORD, any claim or litigation brought against LANDLORD and its elected officials, employees, officers, volunteers, directors and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

17.3 Defense Counsel – LANDLORD shall have the right to select or to approve defense counsel to be retained by TENANT in fulfilling its obligation hereunder to defend and indemnify LANDLORD, unless such right is expressly waived by LANDLORD in writing. TENANT shall retain LANDLORD-approved defense counsel within seven (7) business days of LANDLORD's written notice that LANDLORD is invoking its right to indemnification under this Agreement. If TENANT fails to retain counsel within such time period, LANDLORD shall have the right to retain defense counsel on its own behalf, and TENANT shall be liable for all costs incurred by LANDLORD. LANDLORD shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

17.4 Employee Litigation – In any and all claims against any party indemnified by any employee of TENANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for TENANT or any subcontractor under worker's compensation or other employee benefit acts.

ARTICLE XVIII. **ACTS OF CO-TENANTS AND OTHER PERSONS**

18.1 All fixtures, improvements, trade fixtures, equipment, signs, furniture, furnishings, and other personal property placed in the **Leased Premises** shall be at the sole risk of **TENANT**. **LANDLORD** shall not be liable to **TENANT** and **TENANT** waives all claims against **LANDLORD** for any injury or death to any person or damage to any property of **TENANT** or to other persons or other property located in or upon the **Leased Premises** or for any loss or damage to said property by theft or otherwise or due to the **Leased Premises** or any part or appurtenances thereof becoming out of repair or arising from bursting or leaking of water, gas, waste pipes, or defective wiring or excessive or deficient electrical current; or from any act or omission of employees, co-tenants, or other occupants of the **Leased Premises**, or the Building, or any other persons or due to the happening of any accident in or about said **Leased**

Premises, unless such damage is proven to have been caused by **LANDLORD's** sole active negligence. **TENANT SHALL SAVE AND HOLD HARMLESS LANDLORD FROM ANY CLAIMS ARISING OUT OF DAMAGE TO TENANT'S PROPERTY OR DAMAGE TO TENANT'S BUSINESS, INCLUDING SUBROGATION CLAIMS BY TENANT'S INSURERS, UNLESS SUCH DAMAGE IS CAUSED BY LANDLORD'S SOLE ACTIVE NEGLIGENCE.**

ARTICLE XXI.
ASSIGNMENT AND SUBLETTING

19.1 ASSIGNMENT BY TENANT: **TENANT** shall not assign or sublet any of its rights, duties and obligations hereunder, without the **LANDLORD's** prior written consent. Any such action shall result in the immediate termination of this Lease.

ARTICLE XX.
DAMAGE OR DESTRUCTION OF LEASED PREMISES

20.1 DESTRUCTION. In the event that more than twenty-five (25%) percent of the gross leaseable floor area of the **Leased Premises** is damaged or destroyed and **LANDLORD** or **TENANT** determines that the remainder of the **Leased Premises** not damaged or destroyed cannot continue to be used by **TENANT** for **TENANT's** intended business purposes, then either **LANDLORD** or **TENANT** may terminate this Lease.

ARTICLE XXI.
DEFAULT

21.1 In addition to any other acts of default enumerated herein, the following contingencies shall each be a condition of default:

A. If **TENANT** shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on **TENANT's** part to be performed or any way observed and if such neglect or failure should continue for a period of ten (10) days after receipt by **TENANT** of written notice of such neglect or failure; or

B. The taking by a court of competent jurisdiction of **TENANT** and **TENANT's** assets pursuant to proceedings under the provisions of any Federal or State reorganization code or act, insofar as the following enumerated remedies for default are provided for or permitted in such code or act; or

C. If any court shall enter a final order with respect to **TENANT**, providing for modification or alteration of the rights of creditors; or

D. **TENANT** becomes defunct, merges or joins with another entity without the prior written approval of the **LANDLORD**.

ARTICLE XXII.
TERMINATION

22.1 In the event of default by **TENANT**, **LANDLORD** may, after the applicable notice and cure periods, declare this Lease and all rights and interests created by it to be terminated. Upon such termination, **TENANT** must vacate the **Leased Premises** within three (3) days of receipt of notice.

22.2 Any termination of this Lease by **LANDLORD** shall not relieve **TENANT** from payment of any sum or sums then due and payable or to become due and payable to **LANDLORD** hereunder, or any claim for damages then or thereafter accruing against **TENANT** hereunder, and any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from **TENANT** for any default thereunder.

22.3 Further, the right is expressly reserved to **LANDLORD** to terminate this Lease at any time for the following, which are hereby also deemed to be contingencies which are a condition of default:

A. In the event this Lease is deemed inconsistent with the best public use of the property as determined by the City Council of the City of San Antonio, or

B. In the event use of the **Leased Premises** shall have been deemed a nuisance by a court of competent jurisdiction.

22.4 Notwithstanding 20.1 above, if **LANDLORD** fails to make **Leased Premises** available to **TENANT** under the terms and conditions of this Lease or defaults in the performance of any of **LANDLORD'S** obligations under the terms of this Lease, **TENANT** may, in addition to any other rights or remedies which may be available to **TENANT**, terminate this Lease upon written notice to **LANDLORD**. Upon such termination, **TENANT** must vacate the **Leased Premises** within three (3) days of **LANDLORD'S** receipt of **TENANT'S** notice of termination.

ARTICLE XXIII.
NON-WAIVER

23.1 Neither the payment by **TENANT** nor acceptance of **TENANT'S** rent, nor the performance of any obligation by **TENANT** shall be deemed to be a waiver by **LANDLORD** of any rights hereunder after **TENANT** fails to cure a default.

23.2 No consent, approval or waiver by **LANDLORD**, whether express or implied to any act, or to any breach of any covenant, condition or duty of **TENANT** on any occasion shall be construed as a consent, approval or waiver to, (or of) any other act or any other breach of the same covenant, condition or duty on any other occasion, or to, any other act or any breach of any other covenant, condition or duty on the same occasion.

ARTICLE XXIV.
NOTICE

24.1 Any Notice hereunder shall be in writing and shall be deemed duly served if mailed by Certified Mail, Return Receipt Requested, addressed to the Party at the address designated below or at the place or places from time to time established for payment of rent or the sending of notices and shall be presumed received three (3) calendar days after mailed. Written notice may also be hand-delivered or transmitted by facsimile and in such instance immediately deemed received upon delivery or confirmation of transmission.

Alamodome Department
100 Montana
San Antonio, Texas 78203

San Antonio Sports Foundation
100 Montana
San Antonio, Texas 78203

ARTICLE XXV.
MISCELLANEOUS

25.1 BINDING EFFECT. All covenants, promises, conditions, representations, and agreements herein contained shall be binding upon, apply and inure to the Parties and their respective heirs, legal representatives, successors, and assigns.

25.2 RELATIONSHIP LIMITED. The Parties agree that it is their intention to create only the relationship of landlord and tenant, and no provision or act of either Party shall ever be construed as creating the relationship of principal and agent, or a partnership, or a joint venture of enterprise between the Parties.

25.3 MULTIPLE ORIGINALS. This Lease may be executed in multiple originals, each of which shall be considered an original for all purposes.

25.4 LIEN FOR RENT. To the extent such property is not subject to a purchase money security interest, or other lien to finance purchase of fixtures, furnishings and equipment, then in consideration of the mutual benefits arising under this Lease, **TENANT** does mortgage, and grant a security interest under the Texas Business and Commerce Code to **LANDLORD**, upon all property of **TENANT** now or hereafter placed on or upon the **Leased Premises** (except such part of any property or merchandise as may be exchanged, replaced or sold from time to time in the ordinary course of operations or trade), and such property is hereby subjected to a lien and security interest in favor of **LANDLORD** and shall be and remain subject to such a lien and security interest of **LANDLORD** for payment of all rents and other sums agreed to be paid by **TENANT**. At **LANDLORD's** request, **TENANT** shall execute and deliver to **LANDLORD** a financing statement appropriate for use under said Code. Such lien and security interest shall be in addition to and cumulative of **LANDLORD's** liens provided by law.

25.5 CONSENT. Wherever either Party to the Lease is required or requested to give its consent, such consent shall not be unreasonably withheld. **LANDLORD's** consent may be granted by the Director of City's Convention and Sports Facilities Department, as designee of the City Manager, unless the City Charter requires that the City Council consent by the passage of a future City ordinance.

25.6 LANDLORD REPRESENTATIONS. **LANDLORD** represents (1) that it has lawful title to the Building and has full right, power and authority to enter into this Lease; (ii) that the Building is in substantial compliance with the Americans with Disabilities Act. ("ADA"); (iii) that the permitted "use" of the **Leased Premises** does not currently violate the terms of any of **LANDLORD 's** self-insurance; (iv) that it currently maintains a policy of insurance to cover all risk of physical loss at a minimum for the actual cash value, less **LANDLORD's** deductible, for the Building and shall maintain throughout the Initial Term and each Renewal Term of this Lease self-insurance for general liability augmented by a policy of insurance for excess liability for the Building; and (v) that so long as **TENANT** pays all monetary obligations due under this Lease and performs all other covenants contained herein, **TENANT** shall peacefully and quietly have, hold, occupy and enjoy the **Leased Premises** during the Initial Term and each Renewal Term of this Lease and its use and occupancy thereof shall not be disturbed. **LANDLORD** agrees that it shall take no action that will interfere with **TENANT's** intended usage of the **Leased Premises**, unless otherwise set forth herein.

ARTICLE XXVI. **CONFLICT OF INTEREST**

26.1 TENANT acknowledges that it is informed that the Charter of the City of San Antonio ("City" and **LANDLORD** herein) and City's Ethics Code prohibit City or a City officer or employee, as those terms are defined in Part B, Section 10 of the Ethics Code, as may be amended from time to time, from having a financial interest in any contract with City or any City agency such as City-owned utilities. **TENANT** warrants and certifies, and this Lease is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of City. **TENANT** further warrants and certifies that it has tendered to City a Discretionary Contracts Disclosure Statement in compliance with City's Ethics Code.

ARTICLE XXVII. **CAPTIONS**

27.1 The captions securing this Lease are for the purposes of easy reference and shall not be considered a part of this Lease or in anyway modify, amend or affect the provisions hereof.

ARTICLE XXVIII. **GENDER**

28.1 Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

ARTICLE XXIX.
CONSTRUCTION OF LEASE/INTERPRETATION

29.1 THIS LEASE SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, and is in Bexar County, Texas. Any court of proper jurisdiction sitting in San Antonio, Bexar County, Texas, shall be the proper forum for any actions brought hereunder.

29.2 If one or more of the provisions contained in this Lease shall be for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. In such event, it is the intention of the Parties that the remainder of this Lease shall not be affected thereby, and it is also the intention of the Parties that, in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

ARTICLE XXX.
ENTIRE LEASE

30.1 It is understood and agreed that this Lease, together with its Exhibit, shall constitute and represent the entire, final Lease between the Parties and shall not be modified or amended in any manner except by instrument in writing executed by the Parties.

30.2 The Party executing this Lease on behalf of **TENANT** personally warrants that such Party has full authority to execute this Lease on behalf **TENANT**.

EXECUTED TO BE EFFECTIVE January 1, 2020.

LANDLORD:

CITY OF SAN ANTONIO, TEXAS
a Texas Municipal Corporation

By: _____
Name: Erik Walsh
Title: City Manager

TENANT:

SAN ANTONIO SPORTS FOUNDATION
A Not for Profit/501(c)(3) Corporation

By: 
Name: Russ Bookbinder
Title: President & CEO

ATTEST:

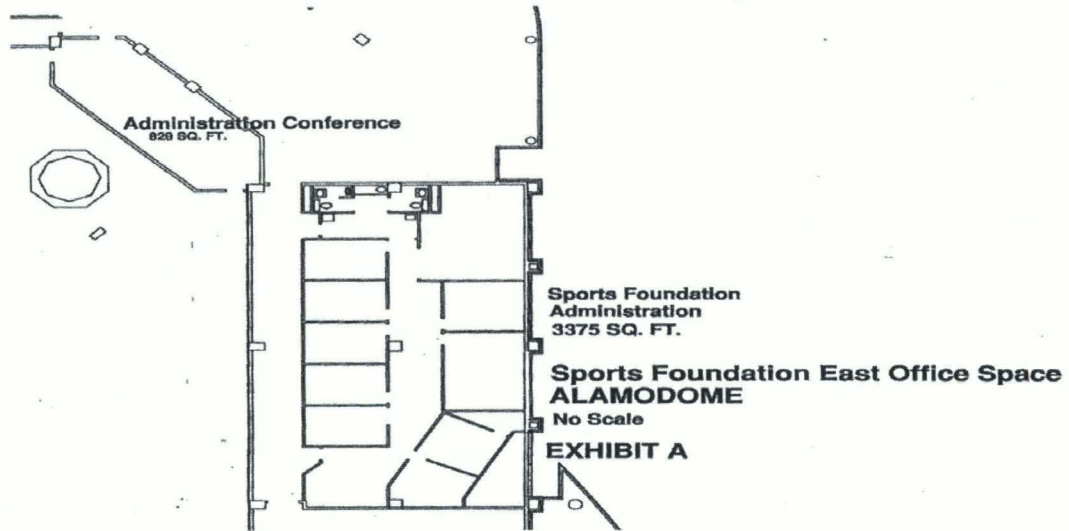
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A- Legal Description and Site Plan showing the Leased Premises

EXHIBIT A



**Sports Foundation
Administration 2446 SQ. FT.**

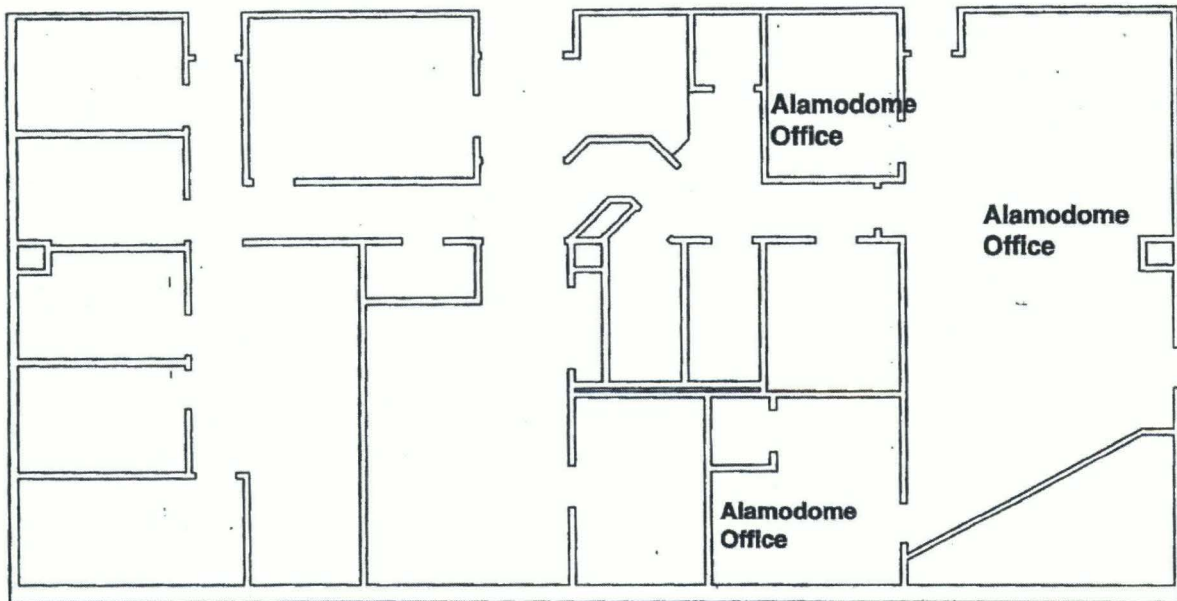


EXHIBIT A

**Sports Foundation West Office Space
ALAMODOME
No scale**