



## LICENSE

THIS License (the "License") is made effective as of the \_\_\_\_\_ of \_\_\_\_\_, **2014** and is between **Brooks Development Authority ("BDA")**, 3201 Sidney Brooks, Building 502, San Antonio, Texas 78235, and **City of San Antonio ("Licensee")**, whose address is City Clerk, City of San Antonio, P.O. Box 839966, 2nd Floor, City Hall, San Antonio, Texas 78283-3966.

A. BDA is the Owner of the real estate located on the former Brooks Air Force Base, Texas, now known as Brooks City-Base ("Brooks City-Base").

B. Licensee desires to enter into a license with BDA for use of **Building 950**, located at **8350 Laser Road, San Antonio, Texas** to store equipment, as set out on **APPENDIX A** (the "Premises").

## AGREEMENT

1. Licensee will have access to the Premises for the purpose of storing information technology equipment and for no other use or purpose without the prior written consent of BDA. This License is effective **October 1, 2013** through **September 30, 2016** and can be terminated at any time upon thirty (60) days written notice by BDA or Licensee.

2. The Premises are licensed to Licensee on an "AS IS, WHERE IS" BASIS, WITH ALL FAULTS.

3. Licensee will be charged and will pay to BDA on a monthly basis an amount of **\$365.00** to cover a portion of utility expense. This amount will be charged regardless of the frequency with which the facility is utilized.

4. Licensee is not authorized to make any improvements or alterations to the Premises and doing so will result (i) in termination of this License, and (ii) in Licensee becoming liable for reimbursement to BDA for the cost of restoration of the Premises.

5. Licensee will fully insure its property stored or used in the Premises and Licensee will not seek compensation from BDA if any of Licensee's property is damaged as a result of a hazard and/or the condition of the Premises.

6. This License is personal to Licensee. It is not assignable and any attempt to assign this License will terminate this License.

7. Tenant is self-insured.

8. License will perform all activities on the Premises in accordance with all applicable local, state and federal laws and regulations.

9. BDA, together with its board of directors, officers, employees and agents, individually and collectively ("BDA, Et Al") will not be liable in any events for personal injury or loss of Licensee's property caused by fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosion, interruption of utilities or other similar occurrences. Licensee will give prompt notice to BDA of any significant accidents involving injury to persons or property. Furthermore, BDA, Et Al, will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or Brooks City-Base, regardless of whether such loss occurs when the area is located against entry. BDA, ET Al will not be liable to Licensee or Licensee's employees, customer or invitees for any damages or losses to persons or property caused by any invitees anywhere on Brooks City-Base, or for any damages or losses caused by theft, burglary, assault, vandalism or other crimes. Licensee will give BDA prompt notice of any criminal or suspicious conduct within or about the Premises or Brooks City-Base and/or injury or property caused thereby.

**Landlord:**  
**Brooks Development Authority,**  
**a Texas municipal corporation defense**  
**base development authority**

**Tenant:**  
**City of San Antonio**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Leo Gomez  
President & CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Attest (Approved as to Form)

\_\_\_\_\_  
City Attorney