

SAN ANTONIO HOUSING AUTHORITY USE/LICENSE AGREEMENT

THIS USE/LICENSE AGREEMENT (the "Agreement") is entered into effective as of the November 15, 2014, by and between the San Antonio Housing Authority, a Texas housing authority (the "Owner"), and City of San Antonio Parks & Recreation Department, San Antonio, Texas (the "Licensee").

Licensee desires to have the non-exclusive use of the Owner's property at 400 Labor Street in San Antonio, Bexar County, Texas (the "Property") to promote their Recreation and Exercise programs. A legal description of the Property is attached hereto as Exhibit A., with Site Plan as Exhibit B.

Owner has agreed to allow Licensee to have such non-exclusive use of the Property only upon the terms and conditions contained in this Agreement, which terms and conditions Licensee accepts.

Now, therefore, in consideration of the agreements and covenants contained in this Agreement, which the parties acknowledge are sufficient consideration, Owner and Licensee agree as follows:

1. **RIGHT TO USE.** Licensee shall have the non-exclusive right to use the Property, the open field south east of the existing building and the basketball concrete pad.; starting on November 15, 2014 and continuing until November 30, 2019, to promote their basketball and exercise programs (the "Approved Use").
2. **CITY PERMITS.** Licensee understands that it is Licensee's sole responsibility to acquire and maintain any permits, licenses, or other approvals required by the City of San Antonio or other regulatory authority for the Approved Use. Upon request by Owner, Licensee agrees to provide proof of all appropriate permits, licenses, or approvals.
3. **SECURITY.** Licensee agrees to be solely responsible for the provision of adequate personal and property security service coverage for employees, invitees, and attendees on the Property during the term of this Agreement.
4. **INDEMNITY.** Licensee shall indemnify and hold harmless the Owner, its officers, Directors, agents, legal representatives and employees from all liability, suits, actions or claims of any character, type, or description brought or made for or on account of any and all losses, injuries or damages received or sustained by Licensee or Licensee's board members, employees, invitees, patrons, guests or visitors, or any other person or persons or property, arising out of, or occasioned by Licensee's use of the Property **REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER. LICENSEE ACKNOWLEDGES AND AGREES**

THAT IT IS INDEMNIFYING OWNER FOR THEIR OWN SOLE AND/OR PARTIAL NEGLIGENCE.

Owner, its officers, Directors, agents, legal representatives and employees shall not be liable or responsible for, and shall be saved and held harmless by Licensee, Licensee's board members, employees, invitees, patrons, guests or visitors (including inspectors and other attendees), and any other person or persons from and against any and all claims and damages of every kind, for injury to or death of Licensee's board members, employees, invitees, patrons, guests or visitors, or to any other person or persons and for damage to or loss of property, arising out of or attributed to, directly or indirectly, to the Licensee's use of the Property.

Owner, its officers, Directors, agents, legal representatives and employees shall not be liable to any person or entity for any damage to person or property due to the condition of the Property. Owner has not performed an inspection of the Property in connection with its proposed use by Licensee; however, Licensee agrees and represents that it has inspected the Property and deems the Property suitable and safe for the proposed use by Licensee. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT, OWNER AND LICENSEE AGREE THAT THE LICENSE DESCRIBED HEREIN IS BEING GRANTED FOR USE OF THE PROPERTY IN ITS "AS IS" CONDITION, WITH ANY AND ALL LATENT AND PATENT DEFECTS, AND THAT THERE IS NO WARRANTY BY OWNER THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE, INCLUDING THE PURPOSE STATED HEREIN. LICENSEE ACKNOWLEDGES AND STIPULATES THAT LICENSEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT, OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON LICENSEE'S OWN EXAMINATION OF THE PROPERTY. LICENSEE ACCEPTS THE LICENSE WITH THE EXPRESS UNDERSTANDING AND STIPULATION THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES.

5. CONDUCT. Licensee is solely responsible for the conduct of Licensee's employees, invitees, patrons, guests or visitors or any other person or entity present during the Approved Use on behalf of Licensee.
6. DAMAGE TO THE PROPERTY. Licensee shall be responsible for any damage or destruction to the Property which occurs as a result of the conduct of Licensee and such persons who are present during the Approved Use at the invitation of, or on behalf of, Licensee. **Licensee agrees to reimburse Owner, immediately upon demand, any sums required for cleanup or repair of the Property.** Owner is not liable to Licensee and its attendees for personal injury or damage or loss of personal property from fire, smoke, rain, flood, water leaks, hail, ice, snow, lightning, wind, explosions, interruption of utilities, theft or vandalism unless otherwise required by law.
7. REMOVAL OF ITEMS. **Owner is not responsible for any personal items left at the Property. Licensee agrees, upon completion of the term of this Agreement, to**

promptly clean up the Property and remove all personal items from the Property. Any items that are not removed will be disposed of.

8. TERMINATION. Owner and Licensee shall each have the right to terminate this Agreement for any reason, including but not limited to the non-payment of any required fees or deposits, by giving a 30-day written notice to the other party.
9. ASSIGNMENT. This Agreement may not be assigned by the Licensee.
10. INSURANCE. At the request of Owner, Licensee must provide proof of insurance in an amount and form acceptable to Owner.
11. NOTICES. All notices, requests, and other communications that a party is required or elects to give shall be in writing and delivered personally, or by facsimile, or by certified United States mail return receipt requested to the following addresses:

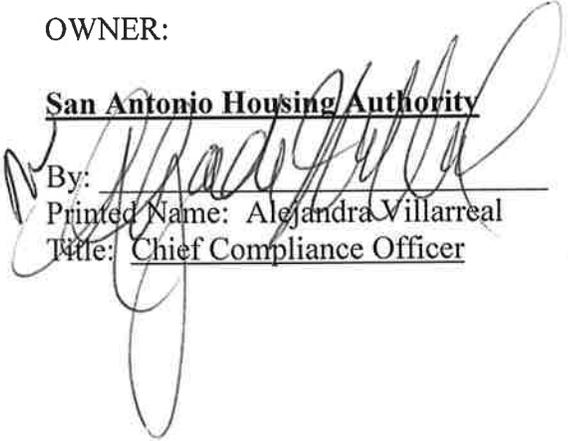
Licensee: City of San Antonio Parks & Recreation Department
Attn: Xavier Urrutia
"Xavier Urrutia (Parks)" <Xavier.Urrutia@sanantonio.gov>
San Antonio, Texas 78204

Owner: San Antonio Housing Authority
Attn: Ramiro Maldonado
818 South Flores
San Antonio, Texas 78204
12. NON-WAIVER. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.
13. GOVERNING LAW; VENUE. This Contract shall be governed by the laws of the State of Texas and venue shall be in Bexar County, Texas.
14. AMENDMENT. This Agreement may be amended only by a written instrument signed by both parties.
15. ENTIRE AGREEMENT. This Agreement contains the entire Agreement between the parties regarding the subject matter hereof.
16. ADDITIONAL PROVISION(S): In the event of a successful award of grant funding for the 400 Labor St. building and adjacent open area, the basketball court area will be reviewed for design/development and consideration of demolition for the area to be in compliance with future planning efforts.

IN WITNESS WHEREOF, Owner and Licensee have executed this Agreement as of the date set forth above.

OWNER:

San Antonio Housing Authority

By: 

Printed Name: Alejandra Villarreal

Title: Chief Compliance Officer

LICENSEE:

SA Parks & Recreation Department

By: _____

Printed Name: Xavier Urrutia

Title: Director

Revised 2-5-14

EXHIBIT A : Legal Description

1.255 Acres out of NCB 886, 3591 and 6135, Victoria Courts Project Tex 6-3, Housing Authority of the City of San Antonio, Texas

And

BEING A 1.950-ACRE (84,942 SQUARE FEET) TRACT OF LAND OUT OF NEW CITY BLOCK 3591, 6135, AND 886, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, SAID 1.950-ACRE TRACT BEING OUT OF VICTORIA COURTS, PROJECT NO. TEX 6-3, HOUSING AUTHORITY OF THE CITY OF SAN ANTONIO, TEXAS, RECORDED IN VOLUME 1857, PAGE 173, DEED RECORDS (DR) OF BEXAR COUNTY, TEXAS (ALL RECORDS CITED HEREIN ARE RECORDED IN BEXAR COUNTY, TEXAS) SAID 1.950-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, WITH ALL BEARINGS BEING REFERENCED TO NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204):

Revised 7-30-12

EXHIBIT B SITE PLAN

