



FACILITY RENTAL AGREEMENT

This Rental Agreement ("**Agreement**") is Made and entered into on Monday, February 01, 2021 ("Effective Date") between the **Houston Community College SYSTEM** ("HCC" or "System") and **FORT BEND COUNTY, TEXAS** ("Renter"). HCC agrees to rent to Renter and Renter agrees to rent from HCC the Premises described below upon the following terms and conditions:

1. **Parties.** HCC and Renter are each a "Party" to this Agreement and collectively referred to herein as the "Parties". The contact person for each Party, or title of the contact person, for purposes of any notice required pursuant to this Agreement are:

Landlord/Owner: Houston Community College System

Contact: Cesar Maldonado, Ph.D., P.E.

Address: 5601, West Loop South, Houston, Texas, 77081

Email Address: cesar.maldonado@hccs.edu

With a Copy to:

Office of General Counsel

3100 Main Street, 12th Floor

Houston, Tx 77002

Email Address: General.Counsel@hccs.edu

Renter: Fort Bend County, Texas

Contact: KP George, county Judge

Address: 4315, Pensacola Oaks Lane, Sugar Land, TX 77479

Email Address: FBC.Judge@fortbendcountytexas.gov _____

Any notice may be given in person, by email, or by certified mail, return receipt requested. Any notice sent by mail shall be deemed delivered as of date it is delivered in person or deposited in the mail.

2. **Premises.** The premises, which HCC agrees to rent to Renter under this Agreement, is Lobby and room 100 of HCC Missouri City campus, 1600 Texas Pkwy, Missouri City, TX 77489, other rooms as needed with prior written approval by the HCC Contact Person ("Premises"). These Premises may be used by Renter on the following dates and during the following dates and hours:

06/01/2021 to 08/13/2021, on Fridays and Saturdays, 7 a.m. to 9 p.m. Day may be subject to change with prior written approval by the HCC Contact person in accordance with HCC class schedule and vaccine appointments.

(the "Term").

3. **Cancellation.** Either Party, at its discretion, may unilaterally cancel this Agreement at any time for any reason upon **10 days** written notice. Rent shall be prorated to the date of cancellation, except that the HCC may charge an administrative fee of **\$100.00** for cancellation initiated by the Renter. One basis for cancellation is the need for the HCC to comply with the legal requirement that use of HCC property by an outside Party will not interfere or impede HCC purposes.

4. **Purpose.** Renter shall use the above described facility for the purpose of conducting a COVID-19 Vaccination operations such as delivery, storage and distribution and no other purpose, unless written permission is first obtained from the HCC Contact Person.

5. **Rent.** Renter shall pay to HCC for the use of the Premises, "for each date used," the following charges: **\$ 0.00** rental charge, including an additional **\$0.00** for deposit for cleanup. The deposit shall be refunded if premises are left clean as determined exclusively by HCC. Security, if needed, at \$37.44 per hour (5 hour minimum); Police Officer at \$53.08 per hour (5 hour minimum). Technical Support at \$25.00 per hour (4 hour minimum). **Charges due for each date is: \$ 0.00** **Total Charges due for this agreement: \$ 0.00.**

6. **HCC Policies.** Renter acknowledges that they have received a copy of HCC Policies CHF (Local), GD (Local), and GDA (Local). This is not an exhaustive list of relevant policies but call your attention to expectations of conduct while on college district premises.

7. **Alterations.** Tenant shall not make any alterations to the Premises or construct any improvements on the Premises without first having obtained the prior written consent of HCC.

8. **Foods or Drink.** Sale or distribution of food or drinks may be allowed by obtaining the prior written permission of HCC (to be granted at HCC's sole discretion), and provided by Renter.

Insurance. During the Term of the Agreement, Renter, at its sole cost and expense, and for the mutual benefit of HCC and Renter, shall carry and maintain comprehensive public liability insurance, including property damage, insuring HCC and Renter against liability for injury to person or property occurring in or about the rented Premises which

is caused by the negligent acts or omission of Renter, its volunteers or its attendees during the term of this agreement, as follows:

GENERAL LIABILITY

General Aggregate Limit	\$2,000,000.00
Products-Completed Operations Aggregate Limit	\$2,000,000.00
Each Occurrence	\$1,000,000.00
Personal and advertising injury	\$1,000,000.00
Damage to Premises Rented To You	\$100,000.00
All coverage must be primary and non-contributory	

AUTOMOBILE LIABILITY

Each Accident	\$1,000,000.00
WORKER'S COMPENSATION	\$1,000,000.00
EMPLOYER'S LIABILITY	\$1,000,000.00
UMBRELLA/EXCESS COVERAGE	\$1,000,000.00

If an approved Food, Drink, & Alcohol Event:

LIQUOR LIABILITY

Aggregate	\$2,000,000.00
Each Occurrence	\$1,000,000.00

A certificate of insurance specifying the required coverage or a letter of self-insurance if a Texas Governmental Entity, naming HCC as an additional insured and including a waiver or subrogation in favor of HCC, must be submitted to HCC **5** days in advance of the event. Renter shall furnish Certificates of Insurance to HCC Risk Management Office, P.O. Box 667517, Houston, Texas 77266, indicating the limits and coverage as outlined above.

9. **Miscellaneous.** HCC shall have the right to have one of its officials or a representative present on the Premises when Renter is using the Premises. Renter agrees to abide by the HCC Rental Requirements attached hereto as Exhibit "A" and incorporated herein for all purposes.

10. **RENTER'S LIABILITY. RENTER SHALL BE HELD RESPONSIBLE AND LIABLE IN SUCH SUM AS MAY BE NECESSARY FOR REPAIRS OR REPLACEMENTS, FOR ANY DAMAGE DONE TO PREMISES, BUILDINGS, EQUIPMENT, OR OTHER PROPERTY BELONGING TO HCCS WHICH IS CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF RENTER, ITS EMPLOYEES, ITS ATTENDEES, AND ITS VOLUNTEERS. RENTER AGREES TO HEREBY INDEMNIFY AND HOLD HCC GROUP HARMLESS FROM ANY AND ALL CLAIMS FOR INJURY (INCLUDING DEATH) AND DAMAGE TO PERSONS OR PROPERTY CAUSED BY RENTER GROUP OR ARISING UNDER THIS AGREEMENT.**

11. **HCC'S LIABILITY.** HCC, ITS TRUSTEES, ITS OFFICERS, ITS EMPLOYEES, ITS STUDENTS, AND ITS AGENTS ("HCC GROUP") SHALL NOT BE LIABLE TO RENTER, ITS EMPLOYEES, ITS AGENTS, ITS VOLUNTEERS, OR ITS ATTENDEES ("RENTER GROUP") FOR ANY INJURY TO ANY PERSONS (INCLUDING DEATH) OR FOR ANY DAMAGE TO PROPERTY CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF RENTER, ITS EMPLOYEES, ITS AGENTS, ITS VOLUNTEERS, OR ITS ATTENDEES DURING THE TERM OF THIS AGREEMENT.

12. **RENTER ACKNOWLEDGES AND AGREES THAT HCC SHALL HAVE NO RESPONSIBILITY FOR ENSURING OR ENFORCING RENTER GROUP'S COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES OR GOVERNMENT ORDERS REGARDING SOCIAL DISTANCING OR THE USE OF FACE MASKS. RENTER HEREBY RELEASES HCC FROM ANY LIABILITY IN THE EVENT ANY INDIVIDUAL WITHIN THE RENTER GROUP CONTRACTS COVID-19 OR VIOLATES ANY APPLICABLE LAW, ORDINANCE OR GOVERNMENT ORDER CONCERNING COVID-19 SAFETY PRECAUTIONS. TO THE EXTENT ALLOWED BY THE LAWS OF THE STATE OF TEXAS, RENTER SHALL DEFEND, HOLD HARMLESS, AND INDEMNIFY HCC GROUP FROM ANY AND ALL CLAIMS AND/OR CAUSES OF ACTION CAUSED BY RENTER GROUP'S USE OF THE PREMISES AND COVID-19 RELATED ACTIONS**

13. Further, Renter expressly agrees that it is responsible for all cleaning of any equipment, portable restrooms, etc. that it brings to the premises.

14. **No illegal Use of Facilities.** Renter agrees not to use or allow the Premises to be used for any unlawful purpose. Renter agrees not to commit or allow to be committed any waste or nuisance in or about the Premises, or subject the Premises to any use that would damage the Premises or raise or violate any insurance coverage maintained by HCC.

15. **Authorization of Agreement.** Each Party represents and warrants to the other Party that they have authority to enter into this Agreement and execute same on behalf of their principal and this Agreement shall constitute a valid and enforceable obligation of such Party according to its terms.

16. **Governing Law.** The Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of the State of Texas. Renter agrees to comply with all applicable state, federal, or city laws and regulations, and with the policies and regulations of HCC pertaining to the use and occupancy of the Premises. The Parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

17. **Entirety.** This Agreement supersedes all prior contracts, agreements, and discussions, whether verbal or written, relating to the subject matter contemplated

under this agreement and constitutes the entire agreement between the HCC and the Tenant with regard to these matters. No amendments may be made to this Agreement except with the except by a writing signed by authorized representatives of both parties hereto.

18. **Assignment.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

19. **Waiver.** The provisions of this Agreement may be waived by the party hereto which is entitled to the benefit thereof only by evidencing such waiver in writing, executed by such party. No delay or omission in exercising any right accruing upon a default in performance of this Agreement will impair any right or be construed to be a waiver of any right. A waiver of any default under this Agreement will not be construed to be a waiver of any subsequent default under this Agreement

20. **Third Parties.** Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

21. **Immunity.** Nothing in this Agreement waives or alters any applicable immunities provided HCC, its officers, employees, or agents under Texas or federal law.

22. **Severability.** Unless the basis of the bargain among the Parties hereto is destroyed or rendered ineffective by invalidity or unenforceability of any provision hereof, if any provision of this Agreement should be held to be void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.

23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original copy, and all of which together shall constitute one agreement, binding on all Parties hereto, notwithstanding that all Parties shall not have signed the same counterpart.

24. **New Certifications.**

Certifications Regarding Terrorist Organizations and Boycott of Israel

To the extent applicable, Contractor hereby certifies that it is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. (Tex. Gov't Code §§ 2252.151-.154)

Contractor hereby certifies and verifies that neither Contractor, nor any affiliate, subsidiary, or parent company of Contractor, if any (the "Contractor Companies"),

boycotts Israel, and contractor agrees that Contractor and Contractor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory. (Tex. Gov't Code §§ 2270.001-.002, 808.001-.006, .051-.057, .101-.102)

*****SIGNATURES ON PAGE TO FOLLOW*****

**LANDLORD or HCC:
HOUSTON COMMUNITY COLLEGE SYSTEM**

By: _____

Name: Cesar Maldonado, Ph.D., P.E.

Title: Chancellor

Date of Execution: _____

**RENTER:
FORT BEND COUNTY, TEXAS**

By: _____

Name: _____

Title: _____

Date of Execution: _____

Exhibit A

HCCS Rental Requirements

1. HCCS AND RENTER EXPRESSLY AGREE THAT THERE ARE AND SHALL BE NO IMPLIED WARRANTIES OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER KIND ARISING OUT OF THIS RENTAL AGREEMENT AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY SET FORTH IN THE RENTAL AGREEMENT TO WHICH THESE RENTAL REQUIREMENTS ARE ATTACHED. IN ADDITION, AS MORE SPECIFICALLY DESCRIBED IN SECTION 11 BELOW, RENTER ACCEPTS THE PREMISES IN AN "AS-IS" CONDITION.
2. Rentals require a properly executed written agreement.
3. Rental checks shall be payable to Houston Community College System.
4. The Renter shall obtain advance approval from HCCS theatre personnel of publicity material; i.e., leaflets, brochures, letters, when HCCS is a co-sponsor of the event.
5. The consumption or presence of alcohol on any Premises is prohibited.
6. Smoking is prohibited on the Premises.
7. Food or drink may be brought and consumed on the Premises only when and as permitted in the Agreement.
8. Renter shall not charge an admission fee for any public or private event on the Premises unless Renter is a nonprofit organization authorized by the HCCS Chancellor or an authorized representative of HCCS's Office of the Chancellor to charge an admission fee for such event.
9. No advertising or other item shall be placed or posted on walls or doors in or about the Premises without the prior written permission of HCCS. HCCS' name shall not be used to suggest co-sponsorship or endorsement of any activity, except with the prior written approval by HCCS. Use of the name or likeness of any HCCS personnel, faculty, Board member, or other individual in any advertisement, merchandise, marketing material, display, or other medium shall not be permitted without that individual's written consent.
10. Renter shall not sell or cause to be sold any programs or other items in or about the Premises, except on terms and conditions established by HCCS.
11. Solicitation of donations is prohibited on the Premises unless Renter is a nonprofit organization whose fundraising activities do not conflict with HCCS's use of the Premises or with HCCS policy.
12. Renter must comply with the City of Houston Fire Codes. If the City Fire Marshall is required on the premises, that cost is borne solely by the Renter.
13. Without first obtaining the written permission of the HCCS, Renter shall not store, or permit anyone else to store, hazardous materials upon or about the Premises nor permit such materials upon the Premises at any time. "Hazardous Materials" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.).

as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; (iii) asbestos; (iv) polychlorinated biphenyls; (v) underground storage tanks, whether empty, filled or partially filled with any substance; (vi) hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Art. 4477-7, Tex. Rev. Civ. Stat. Ann.; (vii) any substance the presence of which on the Leased Premises is prohibited by any applicable governmental requirements and regulations ("Governmental Requirements"); and (viii) any other substance which by any Governmental Requirement requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal.

14. It is the intent of the HCCS that all rentals of Premises shall be covered by insurance for damages or injury which arise from the rental of the Premises. If HCCS informs Renter that HCCS requires Renter to provide or pay for insurance or additional insurance, then during the term of the Agreement, Renter, at its sole cost and expense, and for the mutual benefit of HCCS and Renter, shall carry and maintain comprehensive public liability insurance, including property damage, insuring HCCS and Renter against liability for injury to persons or property occurring in or about the Premises or arising out of the ownership, maintenance, use or occupancy thereof. The limits of liability under such insurance shall not be less than \$1,000,000.00 for personal injury and not less than \$100,000.00 for personal property damage per accident. All policies of insurance (except liability insurance) shall provide by endorsement that any loss shall be payable to HCCS, HCCS' lienholders or Renter as their respective interests may appear. Renter shall procure and obtain all such insurance through its own sources. Renter shall provide HCCS with policies evidencing such insurance 1 month prior to the execution of the agreement to which these Rental Requirements are attached. **Failure to present proof of this insurance to HCCS prior to the beginning of the rental period will be considered cancellation of the Rental Agreement by the Renter and HCCS will keep the deposit paid by the Renter.**
15. Renter accepts the Premises in its "as-is" condition and state of repair at the commencement of the term of the agreement to which these Rental Requirements are attached, and HCCS shall not be obligated to make any repairs or improvements thereto. Upon termination of the agreement to which these Rental Requirements are attached, Renter shall (a) remove all temporary improvements to the Premises made by Renter (unless otherwise requested by HCCS), and (b) surrender the Premises to HCCS in a condition and state of repair equal to or better than the condition and state of repair of the Premises as it existed at the commencement of the term, normal wear and tear excepted. Renter shall not create a nuisance, permit any waste, or use the Premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the Premises
16. Renter shall, at Renter's own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Renter and Renter's officer's patrons, visitors, agents, employees, and invitees shall fully comply with any rules and regulations governing the use of the Premises as required by HCCS as set forth herein or otherwise promulgated by HCCS from time to time. HCCS may make reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the Premises. Renter agrees to indemnify and hold HCCS and its officers, employees, students and agents harmless from any and all claims arising from Renter's violations of all applicable laws, orders, regulations, policies, procedures and requirements of HCCS and all government entities affecting the Premises.

17. Renter shall not assign the agreement to which these Rental Requirements are attached and/or sublet the Premises without HCCS' prior written consent.
18. Renter shall permit no mechanic's liens or liens of any kind to be filed against the Premises, except with the express written permission of HCCS. Unless improvements made by Renter may be removed without damage, title to any improvements situated on the Premises shall immediately vest in HCCS upon the date of such termination, and Renter agrees to surrender said improvements to HCCS in the same condition or better as on the date of Renter's initial possession of such improvements, normal wear and tear excepted.
19. The Premises, or any part thereof, shall not be used (a) in the operation of, or in conjunction with, any school or other institution of learning, study or institution which discriminated against any person because of his race, color national origin, regardless of whether such discrimination be by design or otherwise; or (b) in the operation of, or in conjunction with, any school or other institution of learning, study or institution which creates, maintains, reinforces, renews or encourages, or which tends to create, maintain, reinforce, renew or encourage, a dual school system. Any violation of this provision will without further action result in an automatic termination of Renter's rights with respect to the Premises and an immediate reversion of Renter's rights to HCCS.