

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE AGREEMENT WITH THE DENTON CITY FEDERATION OF WOMEN’S CLUBS FOR APPROXIMATELY 18,000 SQUARE FEET OF LAND LOCATED AT 610 OAKLAND STREET, SITUATED IN QUAKERTOWN PARK, FOR A TWENTY YEAR INITIAL TERM WITH TWO TEN YEAR RENEWALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton (“City”) currently has a land lease agreement with the Denton City Federation of Women’s Clubs (“Federation”); and

WHEREAS, the City and the Federation negotiated a new lease agreement (the “Lease”), for the use and occupancy of approximately 18,000 square feet of land located at 610 Oakland Street, Denton, Texas, situated in Quakertown Park; and

WHEREAS, the City Council deems it is in the public interest to enter into a Lease with the Federation under the terms established therein; NOW, THEREFORE

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this ordinance are incorporated herein by reference.

SECTION 2. The City Manager, or their designee, is hereby authorized to execute the Lease and to exercise all rights and perform such obligations as required under the Lease, including any City consents or approvals thereunder except for renewals of the Lease term.

SECTION 3. The City Manager, or their designee, is hereby further authorized to enter into a memorandum with the Federation establishing the terms of use for the in-kind rental.

SECTION 4. The City Manager, or their designee is also authorized to replace the existing Exhibits A to the Lease with final survey exhibits once such exhibits are completed.

SECTION 5. This ordinance shall become effective immediately upon its passage and approval.

*[signatures to follow]*

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_ . The ordinance was passed and approved by the following vote [ \_\_\_\_ - \_\_\_\_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
INGRID REX, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:           *Marcella Lunn*

**GROUND LEASE AGREEMENT**

**between**

**CITY OF DENTON**

**and**

**Denton City Federation of Women's Clubs**

**dated as of  
May 5, 2026**

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## GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (this "Agreement") effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF DENTON, a Texas home-rule municipal corporation ("City"), and Denton City Federation of Women's Clubs ("Federation" and, together with City, the "Parties" and each a "Party").

### RECITALS

WHEREAS, City owns and operates Quakertown Park (the "Property");

WHEREAS, Federation maintains and operates the building located at 610 Oakland Street, known as the Denton Woman's Club Building (the "Building");

WHEREAS, City owns that certain real property described and depicted on **Exhibit A**, attached hereto and made part hereof, consisting of approximately 18,000 square feet located at 610 Oakland Street Denton, Texas 76201 in Quakertown Park (such real property, together with all rights, privileges, easements (temporary and permanent), and appurtenances benefiting or encumbering such real property except for the Building, are collectively referred to herein as the "Leased Property," "Premises," or "Leased Premises");

WHEREAS, Federation will continue to operate the existing Building located on the Leased Property as a community and rental space that furthers the goals of the community, Denton City Federation of Women's Clubs, Texas Federation of Women's Club and General Federation of Women's Clubs and in accordance with the Federation mission and goals as defined in **Exhibit B** (the "Mission and Goals");

WHEREAS, City desires to permit uses of the Leased Property that are beneficial to the City, Federation, and the general public;

WHEREAS, City has determined that the Mission and Goals on the Leased Property will be beneficial to the City, Federation, and serve a public purpose; and

WHEREAS, Federation is qualified, willing and able to undertake such activities, and the City is willing to lease the Leased Property to Federation for continued Building operations in line with the Mission and Goals; and

WHEREAS, the Parties hereto wish to memorialize their agreement with respect to the Leased Property herein.

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NOW, THEREFORE, in consideration of the foregoing recitals, which by this reference are hereby incorporated into this Agreement, and the mutual covenants contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, the Parties hereto agree as follows:

**ARTICLE I**  
**LEASE OF LEASED PROPERTY; TERM**

Section 1.1 Lease of Leased Property.

A. City hereby leases to Federation, and Federation hereby rents from City for its exclusive use the Leased Property, and all herein described rights incident thereto, for and during the Lease Term (hereafter defined) and upon and subject to the terms, provisions and conditions herein set forth. The Parties agree that the lease between the Parties effective August 3, 1927, and recorded in the Denton County records is hereby terminated and no longer in effect.

Section 1.2 Lease Term. The term of this Agreement shall be for an initial term commencing on May 5, 2026 (the "Commencement Date") and continuing for twenty (20) years thereafter, unless sooner terminated pursuant to the provisions of this Agreement (the "Lease Term"). The Lease Term may be extended for up to two (2) additional ten-year increments conditioned upon City Council consent. Federation shall submit its request for each renewal term not less than one hundred eighty (180) days prior to the end of the then current Lease Term. However, the foregoing shall not preclude the Parties from entering into a new lease to be effective after the expiration of the Lease Term and the City will provide at least one-year advanced notice that a new lease would need to be negotiated subject to City Council approval. The Parties will meet to discuss options at expiration including (i) a new lease, (ii) removal of the Building pursuant to this Agreement, or (iii) the City's purchase of the Building. Nothing in this Section requires the City Council enter into a new lease after the expiration or termination of this Agreement.

Section 1.3 Holding Over; Rights at Expiration.

A. If Federation does not vacate the Premises following termination of this Agreement, Federation will become a tenant at sufferance. No holding over by Federation, whether with or without the consent of Landlord, will extend the Agreement term. Federation stipulates that its possession of the Leased Property after the expiration of the Agreement term, as a tenant of sufferance, will cause damage to City in excess of fair market value of rent resulting, in part, due to City operations at the Property.

B. Federation further agrees that, upon the expiration or termination of the Lease Term, the Leased Property will be delivered to City in good working order and condition, reasonable wear and tear and matters covered by insurance excepted, and the Building will be delivered to the City or other entity selected by the City as set forth below or in Section 3.2.B in as good a condition as when such Building were constructed, located, installed, placed or erected in, upon or under the Leased Property, reasonable wear and tear and matters covered by insurance excepted. Upon expiration or termination of this Agreement, the disposition of the Building shall be governed by Section 1.2 and this Section. The Federation's ownership rights in the Building remain in full effect until any compensation to the Federation has been paid in full or the Federation has exercised its

option to remove the Building. If the City has not bought the Building, or the Federation has not exercised its option to remove the Building within one hundred and eighty (180) days of termination or expiration of the Agreement, the Federation hereby agrees that the Federation shall forfeit any rights in and to the Building as of the date of such expiration or termination and shall not assert any ownership rights as to such Building. In such event, the City will have the option to transfer ownership of the Building or take ownership itself.

C. Except as otherwise expressly set forth elsewhere herein, Federation shall have no rights with respect to any improvements made to the Leased Property during the Lease Term that are not otherwise required to be removed by City.

Section 1.4 Inspection of Leased Property; Access to Books and Records. City, through its duly authorized agents, shall have at any reasonable time the right to enter the Leased Property and the Building for the purpose of periodic inspection for fire protection (if applicable), maintenance, and to investigate compliance with the terms of this Agreement; provided, however, that except in the case of emergency, Federation shall have no less than forty-eight (48) hours' notice and an opportunity to have an agent present. The City agrees that any entry pursuant to this Section 1.4 will not unreasonably interfere with Federation's operations. Federation agrees to provide any documents that may be reasonably requested by City to determine compliance with this Agreement within thirty (30) days of such request.

Section 1.5 Ownership of Leased Property. City and Federation intend and hereby agree that the Leased Property shall be and remain the property of City during the entire term of this Agreement and thereafter.

Section 1.6 Ownership of Building. City and Federation intend and hereby agree that the Building shall be and remain the property of the Federation during the Lease Term subject to Section 1.3 and Section 3.2 of this Agreement.

## ARTICLE II RENTAL

### Section 2.1 Rent.

A. In consideration for the use of the Leased Property herein granted, Federation shall pay to City the following rental amounts (the "Rent"). The annual rent shall be in the sum of ONE THOUSAND AND THREE HUNDRED AND TWENTY AND NO/100 DOLLARS (\$1,320.00) (sales tax included) (if applicable). On or prior to the Commencement Date (May 5, 2026), Federation shall pay City the first year's prorated Rent. All other Rent payments will be due in advance on or before January 1 of the year to which the Rent payment relates. Failure to receive an invoice reflecting Rent in a timely manner does not absolve Federation from its obligation to pay the Rent on or before the first day of the year to which the Rent payment relates. If the Commencement Date or a termination date occurs on a day other than the first day of a year, Rent will be prorated on the basis of the number of actual days in such year. If the termination date occurs after the Rent payment has been made, the City will refund the Federation the prorated rent based on the remaining months in the contract period after the termination date within sixty (60) days of the termination date.

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B. The Rent for the Leased Property shall be increased, but not decreased every five years of the Lease Term, with the first increase occurring on the first day of the year of each five year period. Adjustments to the rent shall be on the basis of the proportion that the then current and available month United States Consumer Price Index for all urban consumers ("CPI-U") for the Dallas-Fort Worth Bureau of Labor Statistics bears to the January 2026 index not to exceed 20%.

C. The annual Rent shall include twenty-four (24) days of full day usage by the City at no charge to the City of the Building on dates to be mutually selected by the Parties during each year of the Lease Term. To the extent allowed by the laws of the State of Texas, City will comply with any policies Federation requires other users of the space to abide by. The Parties will develop procedures for scheduling and utilizing such days in a separate memorandum within sixty (60) days of the Commencement Date including procedures for revenue generating rentals.

Section 2.2 Time and Place of Payments. The Rent shall be payable by wire transfer annually on or before January 1 of each calendar year.

Section 2.3 Delinquent Rent. In the event Rent due pursuant to Section 2.1 or any other amounts payable by Federation hereunder shall not be paid by Federation on or before thirty (30) days after the due date thereof (the "Grace Period"), Federation shall pay to City an interest charge equal to the lower of (i) the annual rate equal to the Prime Rate (as defined herein) then in effect plus two percent (2%) and (ii) the maximum percentage allowed by law, multiplied by the amount due for each full calendar month of delinquency, computed as simple interest. Interest shall be computed and assessed from the due date. The "Prime Rate" means the interest rate (sometimes referred to as the "base rate") for large commercial loans to creditworthy entities announced from time to time by Citibank, N.A. (New York), or its successor bank, or, if such rate is not announced, the rate published in The Wall Street Journal as the "Prime Rate" from time to time (or, if more than one rate is published, the arithmetic average of such rates), in either case determined as of the date the obligation to pay interest arises.

### ARTICLE III OCCUPANCY, USE AND CONDITIONS OF LEASED PROPERTY

Section 3.1 Condition of Leased Property. Federation accepts the Leased Property in their present "as is" condition. **FEDERATION RELEASES CITY AND HOLDS CITY AND CITY'S OFFICERS, DIRECTORS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY CLAIMS ARISING OUT OF OR RELATED TO ANY CONDITION OF THE LEASED PROPERTY.**

Section 3.2 Ownership of Building.

A. Any personal property related the Building that is removed from the Leased Property or the Building without causing material damage to the Leased Property or Building will be considered the personal property of Federation ("Federation Personal Property") and will not be considered improvements. Federation shall not construct, locate, install, place, or erect any improvements at, upon or under the Leased Property without the express prior written consent of City.

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B. Federation will own, operate, and maintain the Building during the Lease Term. Except for termination under Section 7.1(vi) or (vii), treatment of the Building at expiration or termination will be handled as set forth in Section 1.3.B. If this Agreement is terminated under Section 7.1(vi) or (vii), Federation hereby agrees to transfer any remaining Lease Term and the Building at no cost to a successor entity who agrees to substantially effectuate the Mission and Goals and is selected by City.

C. The Federation Personal Property may remain the personal property of Federation and may be removed by Federation at any time on or before the end of the Lease Term subject to compliance with all federal, state, and local laws and regulations. In connection with the expiration or termination of this Agreement, City reserves the right to require Federation to remove the Federation Personal Property from the Leased Property by the date of expiration or termination of this Agreement. If so required, Federation shall remove the Federation Personal Property from the Leased Property by the date of expiration or termination of this Agreement. Federation shall, in removing any such Federation Personal Property or other personal property, repair all damage to the Leased Property and the Building caused by such removal. Any Federation Personal Property or any other property, of any kind or type, left or remaining on the Leased Property at the expiration or termination of this Agreement shall be deemed abandoned property and, without liability of any kind to City and without payment of consideration of any kind to Federation, at City's option may be removed, retained, stored, destroyed, or disposed of by City or its contractors, all at Federation's expense. Federation shall remove from Property any and all hazardous or environmentally sensitive materials that are located upon or may accumulate or otherwise be placed on the Property ("Hazardous Material") and dispose of same in accordance with all applicable statutes, regulations, rules, orders, and ordinances. It is expressly stipulated that Hazardous Material shall be deemed at all times the property of Federation; and City may remove, retain, store (at Federation's expense), destroy, or dispose of any personal property and any other property, of any kind or type, left or remaining on the Property at the termination of the Lease, without liability of any kind to the City. The rights and obligations provided in this Section 3.2.B. shall survive any expiration or termination of this Agreement.

Section 3.3 Access. City agrees that if Federation is not in breach of this Agreement beyond any applicable notice and cure period, Federation and Federation's employees, officers, directors, contractors, subcontractors, suppliers, agents, invitees, and other representatives ("Federation's Associates") are authorized to enter, exit and transit across the existing roads in the public access areas of the Property on a non-exclusive basis for purposes of ingress and egress to the extent reasonably necessary in connection with the Mission and Goals authorized by City and for Federation's use, occupancy, and operations at the Leased Property. Federation shall, at its expense, in connection with any of the activities described in this Section 3.3 or elsewhere in this Agreement, repair or restore any and all damage to the City-owned property, Property, Leased Property, and Building caused by or resulting from the acts or omissions of Federation or any of Federation's Associates. Federation and Federation's Associates agree to comply with the reasonable security and safety policies, procedures, and practices of the City at all times.

Section 3.4 Use of Leased Property and Compliance with all Laws and Regulations. Federation agrees that it shall use the Leased Property and the Building only for purposes consistent with the Mission and Goals set forth in Exhibit B and any other reasonable business purposes consistent with the certificate of occupancy of the Building. Federation and Federation's

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Associates shall comply at all times, at Federation's sole cost, with any and all laws and regulations (as amended or otherwise modified from time to time) that are applicable to Federation's business (the "Laws and Regulations"), which include, but are not limited to, all laws, statutes, ordinances, regulations, rules, orders, writs, judgments, decrees, injunctions, directives, rulings, guidelines, standards, codes, policies, common law, and other pronouncements of any kind having the effect of law that may be applicable at any time during the term of this Agreement including, but not limited to, master plans and zoning codes, and all Laws and Regulations pertaining to the environment (the "Environmental Laws"); any and all plans and programs developed in compliance with such requirements; and all lawful, reasonable, and nondiscriminatory City policies and other requirements, including but not limited to restrictions on noise, dust and light spillover and any current or future agreements to which the City is a party restricting noise, dust, light spillover or operations on the Property. Federation shall provide all required notices under the Laws and Regulations with respect to the Leased Property or the Building. If requested by City in writing, Federation will verify, within a reasonable time frame, compliance with any Laws and Regulations. Further, in its use of the Leased Property and the Building, Federation shall comply with the following:

A. Address. Federation shall file with the City and keep current its mailing and email addresses, landline telephone and cell phone numbers, and contacts where it can be reached in an emergency.

Section 3.5 No Unauthorized Use. Federation and Federation's Associates shall use the Leased Property and the Building to the limited extent provided herein only for purposes that are expressly authorized by this Agreement and shall not engage in any unauthorized use of the same. Unauthorized uses include, but are not limited to, restricting access on any road or other area that Federation does not lease; placing waste materials on or around the Leased Property or disposing of such materials in violation of any Laws and Regulations; any use that would constitute a public or private nuisance or adversely impact adjacent landowners; and any use that would be prohibited by or would impair coverage under either Party's insurance policies or would cause an increase in the existing rate of insurance upon the Leased Premise.

Section 3.6 Permits and Licenses. Federation shall obtain and maintain in current status all permits and licenses that are required under any Laws and Regulations in connection with Federation's use, occupancy, or operations at the Leased Property or of the Building. In the event that Federation receives notice from any governmental entity that Federation lacks, or is in violation of, any such permit, license or other requirement, Federation shall provide City with timely written notice of the same and Federation shall diligently pursue the resolution of any such issues.

Section 3.7 Payment of Taxes. Federation shall pay (before their respective due dates) all applicable taxes, including ad valorem taxes, and all fees, charges, assessments, and levies that relate to Federation's use, occupancy, or operations at the Leased Property and all other obligations for which a lien may be created relating thereto. During the Lease Term, Federation shall be responsible for any and all taxes generated by the Denton County Tax Assessor / Collector. With respect to the Leased Property and the Building, such taxes shall be prorated between Federation and City on a daily basis for the tax years in which the Lease Term commences and expires or

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terminates. City shall either forward tax bills for the Leased Property to Federation, or cause the taxing authority to mail the bills directly to Federation.

Section 3.8 No Liens. No liens related to Federation or Federation's use, occupancy or operations may be placed upon the Leased Property. Within thirty (30) days, Federation shall pay all lawful claims made against City and discharge all liens filed or which exist against the Leased Property to the extent such claims arise out of or in connection with, whether directly or indirectly, the failure to make payment for work done or materials provided by Federation its contractors, subcontractors, or materialmen. However, Federation shall have the right to contest the amount or validity of any such claim or lien without being in default under this Agreement upon furnishing security in form acceptable to City, in an amount equal to one hundred percent (100%) of such claim or lien, which insures that such claim or lien will be properly and fully discharged forthwith in the event that such contest is finally determined against Federation or City. City shall give timely notice to Federation of all such claims and liens of which it becomes aware. When contracting for any work in connection with the Leased Property, Federation shall include in such contract a provision prohibiting the contractor or any subcontractor or supplier from filing a lien or asserting a claim against City's real property or any interest therein. Federation is solely responsible for ensuring that all requirements are met such that such lien waivers are effective and enforceable (such as filing such contracts, if necessary).

#### **ARTICLE IV REPRESENTATIONS AND WARRANTIES**

Section 4.1 Representations by City. City represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of City.

Section 4.2 Representations by Federation. Federation represents and warrants that it has the right, power, and legal capacity to enter into and perform its obligations under this Agreement, has duly executed and delivered this Agreement, and that this Agreement constitutes a legal, valid, and binding obligation of Federation. Federation represents and warrants that at the Commencement Date and for the duration of the Lease term they will be in existence as a registered 501(c)(4) entity and comply with all applicable state and federal laws related to such designation.

#### **ARTICLE V OBLIGATIONS OF FEDERATION**

Section 5.1 Operations and Maintenance. Federation shall maintain the Leased Property and the Building in a condition that is clean, free of debris, safe, sanitary, and in good repair and shall not accumulate or permit the accumulation of any trash, refuse, debris, or anything that is unsightly, creates a fire hazard or nuisance, or causes inconvenience to adjoining properties. Federation shall perform all work in accordance with Laws and Regulations and in a good and workmanlike manner. Federation shall promptly remedy any condition that fails to meet this standard. Without limiting the foregoing obligations, Federation shall not store on the Leased Property any inoperable equipment, excess, discarded or unsightly materials, or materials likely to

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create a hazard; shall not use areas outside of enclosed buildings for storage; and shall store trash in covered metal receptacles. Any substance or material that is regulated by any Environmental Law ("Hazardous Materials") shall be governed by Section 5.5. In addition, Federation agrees to comply with all applicable provisions of City's Texas Pollutant Discharge Elimination Multi-Sector General Permit. The City will provide the Federation at least thirty (30) days' notice of any capital projects the City will do in the vicinity of the Leased Property.

Section 5.2 Utilities. City represents that there are water, sewer, and electrical lines accessible within the general vicinity of the Leased Property. Further, Federation shall pay for telecommunications, television, internet, gas, electricity, water, sewer, and garbage and trash removal services provided to or used by Federation and shall make such deposits as are required to secure service. Any repairs of such utility lines, other than those which are the responsibility of the utility service, are the responsibility of Federation.

Section 5.3 Signs. Starting on the Commencement Date, Federation shall not place, or cause to be placed, any sign or signs on the Leased Property or the exterior of the Building unless otherwise agreed to in writing by City within (10) days of a request of the Federation.

Section 5.4 Security. Federation is responsible to comply (at Federation's sole cost) with all security measures that City or any other governmental entity having jurisdiction may require now or in the future in connection with the Federation's activities and operations on the Leased Property, including, but not limited to, any access credential and escort requirements, and any civil penalty obligations and other costs arising from a breach of security requirements caused or permitted by Federation or Federation's Associates. Federation shall protect and preserve security at the Leased Property.

Section 5.5 Hazardous Materials.

A. No Violation of Environmental Laws. Federation shall not cause or permit any Hazardous Materials to be used, produced, stored, transported, brought upon, or released on, under, or about the Leased Property by Federation or Federation's Associates in violation of applicable Environmental Laws. Federation is responsible for any such violation as provided by Section 7.1.

B. Response to Violations. Federation agrees that in the event of a release or threat of release of any Hazardous Material by Federation or Federation's Associates on the Leased Property, Federation shall provide City with prompt notice of the same. Federation shall respond to any such release or threat of release in accordance with applicable Laws and Regulations. If City has reasonable cause to believe that any such release or threat of release has occurred, City may request, in writing, that Federation conduct reasonable testing and analysis (using qualified independent experts reasonably acceptable to City) to show that Federation is complying with applicable Environmental Laws. City may conduct the same at Federation's expense if Federation fails to respond in a reasonable manner. Federation shall cease any or all of Federation's activities as City determines necessary, in its sole and absolute discretion, in connection with any investigation, cure, or remediation. If Federation or Federation's Associates violate any Environmental Laws at the Leased Property (whether due to the release of a Hazardous Material or otherwise), Federation, at Federation's sole expense, shall have the following obligations, which shall survive any expiration or termination of this Agreement: (i) promptly remediate such

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violation in compliance with applicable Environmental Laws; (ii) submit to City a written remediation plan, and City reserves the right to approve such plan (which approval shall not be unreasonably withheld) and to review and inspect all work; (iii) work with City and other governmental authorities having jurisdiction in connection with any violation; and (iv) promptly provide City copies of all documents pertaining to any environmental concern that are not subject to Federation's attorney-client privilege.

C. Obligations upon Termination and Authorized Transfers. Upon any expiration or termination of this Agreement or any change in possession of the Leased Property authorized by City, Federation shall demonstrate to City's reasonable satisfaction that Federation has removed any Hazardous Materials and is in compliance with applicable Environmental Laws. Such demonstration may include, but is not limited to, independent analysis and testing to the extent that facts and circumstances warrant analysis and testing, such as evidence of past violations or specific uses of the Leased Property. If the site is contaminated during Federation's possession, Federation shall bear all costs and responsibility for the required clean up, and shall hold City, its officers, elected and appointed officials, employees, and agents harmless therefrom unless such contamination was caused directly by the City. Notwithstanding anything to the contrary, the obligations of this Section 5.5.C. shall survive any termination of this Agreement.

Section 5.6 Trash, Garbage, and Other Refuse. Federation shall pick up and provide for a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage and other refuse, away from the Leased Property through the City or any other licensed refuse hauler. Federation is responsible for contacting the refuse hauler and arranging for such waste management, handling and disposal services and for payment of such services. Federation shall provide and use suitable covered metal receptacles for all such garbage, trash, and other refuse on the Leased Property. Federation shall not pile boxes, cartons, barrels, pallets, debris, or similar items in an unattractive or unsafe manner, on or about the Leased Property.

Section 5.7 Parking. Federation acknowledges and agrees that they have no right to reserve any parking and all parking around the Leased Property is first-come, first-serve and subject to the same rules and regulations as other public parking areas.

## ARTICLE VI INDEMNIFICATION AND INSURANCE

Section 6.1 Insurance. Federation agrees to purchase at their own cost and maintain the minimum insurance coverage as provided below. Federation shall provide satisfactory certificate(s) of insurance, including any applicable endorsements to the City no less than thirty (30) days prior to the scheduled program date.

A. Each policy shall be issued by a company authorized to do business in the State of Texas with an A.M. Best Company rating of at least **A or better**.

B. Each policy shall be primary and noncontributory with any other coverage elsewhere afforded or available to the City, as well as provide primary coverage for all losses and damages caused by the perils covered thereby related to or arising from the Federation's use of

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the property and shall not require the exhaustion of any other coverages afforded or available to the City.

C. **General Liability Insurance:** General Liability insurance with combined single limits of not less than \$1,000,000.00 shall be provided and maintained by the Federation. The policy shall be written on a per occurrence basis, either in a single policy or in a combination of underlying and umbrella or excess policies. If the Commercial General Liability form (ISO Form CG 0001 current edition) is used:

- Coverage A shall include premises, operations, products, and completed operations, independent contractors, contractual liability covering this contract and broad form property damage coverage.

- Coverage B shall include personal injury.

- Coverage C, medical payments, is not required.

If the Comprehensive General Liability form (ISO Form GL 0002 Current Edition and ISO Form GL 0404) is used, it shall include at least:

- Bodily injury and Property Damage Liability for premises, operations, products and completed operations, independent contractors and property damage resulting from explosion, collapse or underground (XCU) exposures.

- Broad form contractual liability (preferably by endorsement) covering this contract, personal injury liability and broad form property damage liability.

D. **All Risk Property Insurance** covering buildings, including improvements and betterments with insured value no less than 80% replacement cost. Covered perils shall include, but not be limited to, Fire, Extended Coverage, and Vandalism & Malicious Mischief.

Liability policies shall be endorsed to provide the following:

- Name as Additional Insured the City of Denton, its Officials, Agents, Employees, and Volunteers.

- That such insurance is primary to any other insurance available to the Additional Insured with respect to claims covered under the policy and that this insurance applies separately to each insured against whom claim is made or suit is brought. The inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

- Provide a Waiver of Subrogation in favor of the City of Denton, its officials, agents, employees, and volunteers.

Section 6.2 Notice of Cancellation, Material Change, and Non-Renewal: All insurance required herein shall be endorsed to provide a 30-day notice of cancellation, material change, and non-renewal to the City to the extent commercially available. If this endorsement cannot be provided, Federation will immediately provide written notice to the City should any of the insurance policies required herein be canceled, limited in scope, or not renewed upon expiration. Said notice must be provided no later than 30-days prior (except 10 days for nonpayment of premium) to any such action being taken. Federation agrees to purchase general liability insurance in the amount of \$1,000,000.00 combined single limit to cover Federation's operations as described in Section 3.4. Insurance coverage shall include City as an additional named insured, providing fifteen (15) days' notice of cancellation. Federation shall submit Certificate(s) of

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Insurance to City within ten (10) working days after the effective date of this Agreement, and yearly thereafter.

Section 6.3 Indemnification and Duty to Pay Damages.

A. FEDERATION SHALL INDEMNIFY AND HOLD CITY AND CITY'S OFFICERS, ELECTED AND APPOINTED OFFICIALS, EMPLOYEES, AND AGENTS EXEMPT AND HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS, AND EXPENSES ASSERTED BY ANY PERSON OR PERSONS (INCLUDING AGENTS OR EMPLOYEES OF CITY OR FEDERATION) BY REASON OF DEATH OR INJURY TO PERSONS OR LOSS OF OR DAMAGE TO PROPERTY RESULTING FROM (I) FEDERATION'S BREACH OR OTHER VIOLATION OF THIS AGREEMENT, OR AND (II) FEDERATION'S OR FEDERATION'S ASSOCIATES ACTIVITIES OR OPERATIONS, OR ANYTHING DONE OR OMITTED BY FEDERATION OR BY ANY OF FEDERATION'S ASSOCIATES, UNDER THIS AGREEMENT EXCEPT TO THE EXTENT THAT SUCH CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS, AND EXPENSES MAY BE ATTRIBUTED TO THE SOLE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY, ITS AGENTS, ITS EMPLOYEES.

B. FEDERATION SHALL INDEMNIFY, DEFEND, RELEASE AND HOLD HARMLESS THE CITY OF DENTON TO ANY AND ALL CLAIMS FOR DAMAGES, FINES, PENALTIES, COSTS OR EXPENSES TO PERSONS OR PROPERTY THAT MAY ARISE OUT OF, OR BE OCCASIONED BY OR FROM: (I) THE USE AND OCCUPANCY OF THE AREA DESCRIBED IN EXHIBIT A; (II) THE PRESENCE, GENERATION, SPILLAGE, DISCHARGE, RELEASE, TREATMENT OR DISPOSITION OF ANY HAZARDOUS SUBSTANCE ON OR AFFECTING THE AREA SET OUT IN EXHIBIT A; (III) ALL CORRECTIVE ACTIONS CONCERNING ANY DISCOVERED HAZARDOUS SUBSTANCES ON OR AFFECTING THE AREA DESCRIBED IN EXHIBIT A, WHICH FEDERATION AGREES TO UNDERTAKE AND COMPLETE IN ACCORDANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. FEDERATION AGREES TO DEFEND ANY AND ALL SUITS, CLAIMS, OR CAUSES OF ACTION BROUGHT AGAINST THE CITY OF DENTON ON ACCOUNT OF SAME, AND DISCHARGE ANY JUDGMENT OR JUDGMENTS THAT MAY BE RENDERED AGAINST THE CITY OF DENTON IN CONNECTION THEREWITH. FOR PURPOSES HEREOF, "HAZARDOUS SUBSTANCE" MEANS THE FOLLOWING: (A) ANY "HAZARDOUS SUBSTANCES" UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, 42 U.S.C. SECTION 9601 ET SEQ., AS AMENDED; (B) ANY "HAZARDOUS SUBSTANCE" UNDER THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, TEX. WATER CODE, SECTION 26.261 ET SEQ., AS AMENDED; (C) PETROLEUM OR PETROLEUM-BASED PRODUCTS (OR ANY DERIVATIVE OR HAZARDOUS CONSTITUENTS THEREOF OR ADDITIVES THERETO), INCLUDING WITHOUT LIMITATION, FUEL AND LUBRICATING OILS; (D) ANY "HAZARDOUS CHEMICALS" OR "TOXIC CHEMICALS" UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT, 29 U.S.C. SECTION 651 ET SEQ., AS AMENDED; (E) ANY "HAZARDOUS WASTE" UNDER THE RESOURCE CONSERVATION AND

**RECOVERY ACT, 42 U.S.C. SECTION 6901 ET SEQ., AS AMENDED; AND (F) ANY "CHEMICAL SUBSTANCE" UNDER THE TOXIC SUBSTANCE CONTROL ACT, 15 U.S.C. SECTION 2601 ET SEQ., AS AMENDED. REFERENCES TO PARTICULAR ACTS OR CODIFICATIONS IN THIS DEFINITION INCLUDE ALL PAST AND FUTURE AMENDMENTS THERETO, AS WELL AS APPLICABLE RULES AND REGULATIONS AS NOW OR HEREAFTER PROMULGATED THEREUNDER.**

C. City shall not be liable to Federation for any damage by or from any act or negligence of any tenant or other occupant by any owner or occupant of adjoining or contiguous property.

D. Federation agrees to pay for all damages to the Leased Property, the Building, and any related apparatus or appurtenances caused by Federation's misuse or neglect thereof.

E. Federation shall be responsible and liable for its conduct and the conduct of Federation's Associates in, on and around the Leased Property, including but not limited to under or around any City utilities.

F. The provisions of this Section 6.2 and the remedies and rights provided in this Section 6.2 shall survive any expiration or termination of this Agreement.

## **ARTICLE VII**

### **DEFAULT AND REMEDIES**

Section 7.1 Federation's Default. The occurrence of any of the following events shall constitute a default by Federation under this Agreement unless cured within thirty (30) days following written notice of such violation from City: (i) Federation fails to timely pay any Rent; (ii) Federation or Federation's Associates violate any requirement under this Agreement (including, but not limited to, abandonment of the Leased Property); (iii) Federation assigns or encumbers any right in this Agreement, delegates any performance hereunder, or subleases any part of the Leased Property except as expressly permitted in this Agreement; (iv) Federation files a petition in bankruptcy or has a petition filed against Federation in bankruptcy, insolvency, or for reorganization or appointment of a receiver or trustee which is not dismissed within sixty (60) days; (v) Federation petitions for or enters into an arrangement for the benefit of creditors, or suffers this Agreement to become subject to a writ of execution and such writ is not released within thirty (30) days; (vi) Federation dissolves or dies; or (vii) Federation no longer performs the Mission and Goals. Notwithstanding the foregoing, with respect to clause (ii) of the previous sentence, if the nature of Federation's requirement is such that more than thirty (30) days are reasonably required for performance or cure of such requirement, Federation shall not be in default if Federation commences performance within such 30-day period and thereafter diligently pursues the same to completion.

Section 7.2 Default by City. City shall not be in default under this Agreement unless City fails to perform an obligation required of City under this Agreement within thirty (30) days after written notice by Federation to City. If the nature of City's obligation is such that more than thirty (30) days are reasonably required for performance or cure, City shall not be in default if City

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commences performance within such thirty (30) day period and thereafter diligently pursues the same to completion.

Section 7.3 Remedies for Failure to Pay Rent. If any Rent required by this Agreement shall not be paid when due, and City has provided Federation with the required notice and opportunity to cure as set forth in Section 7.1, City shall have the option to:

A. Terminate this Agreement, take possession of the Leased Property and Building, resume possession of the Leased Property for its own account, and recover immediately from Federation the differences between the Rent and the fair rental value of the Property for the Lease Term, reduced to present worth; or

B. Terminate this Agreement, take possession of the Leased Property and Building, resume possession of the Leased Property, re-lease the Leased Property and Building for the remainder of the Lease Term for the account of Federation, and recover from Federation, at the end of the Lease Term or at the time each payment of Rent comes due under this Agreement as City may choose, the difference between the Rent and the rent received on the re-leasing or renting of the Leased Property

In an event of default by Federation City shall also recover all reasonable and documented expenses incurred by reason of an event of default, including reasonable attorneys' fees.

Section 7.4 Remedies for Breach of Agreement. If Federation breaches or fails to perform any provision of this Agreement other than the agreement of Federation to pay Rent, City shall provide written notice to Federation identifying the breach or specifying the performance required. If Federation fails to remedy the breach within the required notice and cure period set forth in Section 7.1 City may terminate this Agreement or take any such action it is legally entitled to take, including instituting litigation to compel performance of this Agreement. Should litigation be filed by City and it is the prevailing party in that litigation, Federation shall be liable for all reasonable and documented expenses related to such litigation, including City's reasonable attorneys' fees. Upon termination of this Agreement, Federation agrees to make the transfer described in Section 3.2.B.

Section 7.5 Survival. The provisions of this Article VII and the remedies and rights provided in this Article VII shall survive any expiration or termination of this Agreement.

## ARTICLE VIII

### ASSIGNMENT AND SUBLEASING

Section 8.1 Assignment by Federation.

A. Federation shall not assign any of its rights under this Agreement, including, but not limited to, rights in any Building, (whether such assignment is voluntarily or involuntarily, by consolidation, dissolution, change in control, or any other manner), and shall not delegate any performance under this Agreement, except with the prior written consent of City to any of the same, in City's sole discretion. As a condition of obtaining such consent, the City reserves the right to require the transferee receiving any such rights from Federation to (i) provide its financial

CT CITY

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statements or other financial or credit information to City for review, (ii) provide replacement insurance certificates for the insurance required under this Agreement prior to the effective date of the transfer or assignment, (iii) provide a security deposit or letter of credit in the manner and form acceptable to City securing payment and other obligations under this Agreement, and/or (iv) execute a new lease agreement provided by City. Regardless of City's consent, Federation shall not be released from any obligations for matters arising during the time when this Agreement was in effect. Any purported assignment or delegation of rights or delegation of performance in violation of this section is void.

Section 8.2 Assignment by City. City shall have the right, in City's sole discretion, to assign any of its rights under this Agreement (and in connection therewith, shall be deemed to have delegated its duties), and upon any such assignment, Federation agrees that Federation shall perform its obligations under this Agreement in favor of such assignee.

Section 8.3 Encumbrances. Federation shall not encumber or permit the encumbrance of the Leased Property or any of Federation's rights under this Agreement. Any purported encumbrance of rights in violation of this Section 8.3 is void.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

Section 9.1 Waiver of Exemption. Any constitutional or statutory exemption of Federation of any property usually kept on the Leased Property, from distress or forced sale, is waived.

Section 9.2 Addresses. All notices given under this Agreement to City shall be sent to the City in care of City Manager, City of Denton, at 215 E. McKinney, Denton, Texas 76201, with a copy to the City Attorney, City of Denton, at 215 E. McKinney, Denton, Texas 76201 and to the Real Estate Department 401 N. Elm St. Denton, Texas 76201, or such other place as City shall specify in writing. All notices given under this Agreement to Federation shall be sent to:

Name	Denton City Federation of Women's Clubs
Address	PO Box 2914
City, State, Zip	Denton, TX 76202
E-mail address	<a href="mailto:dentoncityfederation@gmail.com">dentoncityfederation@gmail.com</a>

Any notice properly mailed by registered mail, postage and fee prepaid, shall be deemed delivered when mailed, whether received or not, and all notices sent via overnight delivery service or email shall be deemed delivered when received.

Section 9.3 No Waiver. The waiver by City in writing of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by City shall not be deemed to be a waiver of any preceding breach by Federation of any term, covenant, or condition of this Agreement, other than the failure of Federation to pay the particular Rent so accepted, regardless of City's knowledge of such preceding breach at the time of acceptance of such Rent.

Section 9.4 Federation's Subordination. Federation hereby subordinates and makes this Agreement inferior to all existing and future mortgages, trust indentures or other security interest of City or City's successor in interest. Federation shall execute and deliver to City any documents required to evidence and perfect such subordination.

Section 9.5 Additional Charges. Any charges assessed against Federation by City for services or for work done on the Leased Property or the Building by order of Federation or otherwise accruing under this Agreement shall be charged as reasonable and customary.

Section 9.6 Non-Interference with City Operations. Federation expressly agrees for itself, its successors, and assigns that Federation and its successors and assigns will not conduct operations in or on the Leased Property or the Building in a manner that in the reasonable judgment of City, (i) interferes or might interfere with the reasonable use or operation of the Property by the City; (ii) hinders or might hinder police, fire fighting, or other emergency personnel in the discharge of their duties; (iii) would or would be likely to constitute a hazardous condition at the Property; (iv) would or would be likely to increase the premiums for insurance policies maintained by City; (v) is in contradiction to any rule, regulation, directive, or similar restriction issued by agencies having jurisdiction over the Property; or (vi) would involve any illegal purposes. In the event this covenant is breached, City shall provide written notice to Federation describing the alleged interference with reasonable specificity and providing a deadline for the Federation to cure or address the issue. If the Federation fails to cure within such period, the City may enter upon the Leased Property and the Building and cause the abatement of such interference at the expense of the Federation. In cases of genuine emergency affecting public safety, the City may take immediate action and provide notice to the Federation as soon as reasonable practicable. In the event of a breach in security caused by Federation, resulting in fine or penalty, such fine or penalty will be charged to Federation.

Section 9.7 Interpretation.

A. References in the text of this Agreement to articles, sections, or exhibits pertain to articles, sections, or exhibits of this Agreement, unless otherwise specified.

B. The terms "hereby," "herein," "hereof," "hereto," "hereunder," and any similar terms used in this Agreement refer to this Agreement. The term "including" shall not be construed in a limiting nature, but shall be construed to mean "including, without limitation."

C. Words importing persons shall include firms, associations, partnerships, trusts, corporations, and other legal entities, including public bodies, as well as natural persons.

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D. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement.

E. Words importing the singular shall include the plural and vice versa. Words of the masculine gender shall be deemed to include correlative words of the feminine and neuter genders.

F. Capitalized terms in this Agreement that are used throughout this Agreement and in any Annexes, Exhibits and Schedules hereto shall have the meaning or definition ascribed to it herein.

Section 9.8 Force Majeure. No act or event, whether foreseen or unforeseen, shall operate to excuse Federation from the prompt payment of rent or any other amounts required to be paid under this Agreement. If City (or Federation in connection with obligations other than payment obligations) is delayed or hindered in any performance under this Agreement by a force majeure event, such performance shall be excused to the extent so delayed or hindered during the time when such force majeure event is in effect, and such performance shall promptly occur or resume thereafter at the expense of the Party so delayed or hindered. A "force majeure event" is an act or event, whether foreseen or unforeseen, that prevents a Party in whole or in part from performing as provided in this Agreement, that is beyond the reasonable control of and not the fault of such Party, and that such Party has been unable to avoid or overcome by exercising due diligence, and may include, but is not limited to, acts of nature, war, riots, strikes, accidents, fire, epidemics, pandemics (but not the COVID-19 pandemic), viruses, diseases, quarantines, acts of government, public health emergencies and changes in law. Federation hereby releases City and City's officers, elected and appointed officials, employees, and agents from any and all liability, whether in contract or tort (including strict liability and negligence) for any loss, damage, or injury of any nature whatsoever sustained by Federation, its employees, agents, or invitees during the Lease Term, including, but not limited to, loss, damage, or injury to the Leased Property or the personal property of Federation that may be located or stored in, on or under the Leased Property or the Improvements due to a force majeure event.

Section 9.9 Governing Law and Venue. This Agreement has been made in and will be construed in accordance with the laws of the State of Texas. In any action initiated by one Party against the other, exclusive venue and jurisdiction will be in the appropriate state courts in and for Denton County, Texas.

Section 9.10 Amendments and Waivers. No amendment to this Agreement shall be binding on City or Federation unless reduced to writing and signed by both Parties. No provision of this Agreement may be waived, except pursuant to a writing executed by the Party against whom the waiver is sought to be enforced.

Section 9.11 Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect if both the economic and legal substance of the transactions that this Agreement contemplates are not affected in any manner materially adverse to any Party. If any provision of this Agreement is held invalid, illegal, or unenforceable, the Parties shall negotiate in good faith

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to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

Section 9.12 Relationship of Parties. This Agreement does not create any partnership, joint venture, employment, or agency relationship between the Parties. Nothing in this Agreement shall confer upon any other person or entity any right, benefit, or remedy of any nature.

Section 9.13 Further Assurances. Each Party shall execute any document or take any action that may be necessary or desirable to consummate and make effective a performance that is required under this Agreement.

Section 9.14 The Federation hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

Section 9.15 Texas Government Code 2274.0102 Certification.

The Federation hereby represents that it is not:

(A) owned by or the majority of stock or other ownership interest is not held or controlled by:

(i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country under Section 2274.0102, Texas Government Code; or

(ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or

(B) headquartered in China, Iran, North Korea, Russia, or a designated country.

Section 9.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docuSign.com) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 9.17 Prohibition on Contracts with Companies Boycotting Israel. Federation acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By

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signing this Agreement, Federation certifies that Federation's signature provides written verification to the City that Federation: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 9.18 Prohibition on Contracts with Companies Boycotting Certain Energy Companies. Federation acknowledges that in accordance with Chapter 2276 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, Federation certifies that Federation's signature provides written verification to the City that Federation: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 9.19 Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations. Federation acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity" and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this Agreement, Federation certifies that Federation's signature provides written verification to the City that Federation: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 9.20 Prohibition On Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization. Section 2252 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this Agreement, Federation certifies that Federation's signature provides written verification to the City that Federation, pursuant to Chapter 2252, is not ineligible to enter into this Agreement and will not become ineligible to receive payments under this Agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

Section 9.21 Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies. The City of Denton may terminate this Agreement immediately without any further liability if the City of Denton determines, in its sole judgment, that this Agreement meets the requirements under Chapter 2275, and Federation is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other

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designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

Section 9.22 City Consent. Any City consent, other than the Lease Term extension consent in Section 2.1.A which shall be given by City Council, shall be given by City Manager, or designee.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2026.

CITY OF DENTON

By: \_\_\_\_\_  
Cassey Ogden, Interim City Manager

ATTEST:  
Ingrid Rex, City Secretary

By: \_\_\_\_\_

THIS AGREEMENT HAS BEEN BOTH  
REVIEWED AND APPROVED  
as to financial and operational obligations  
and business terms.

Christine Taylor  
Signature

Assistant City Manager  
Title

City Manager's Office  
Department

Date Signed: 4/29/24

APPROVED AS TO LEGAL FORM:  
Mack Reinwand, City Attorney

By: Mack Reinwand

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2026,  
by Cassey Ogden, Interim City Manager of the City of Denton, on behalf of said municipality.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

\_\_\_\_\_  
FEDERATION

By: June M. Berry

Name: June M. Berry

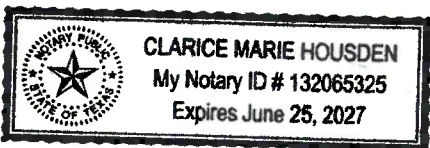
Title: President

FEDERATION NOTARY

THE STATE OF Texas §

COUNTY OF Denton §

This instrument was acknowledged before me on the 29<sup>th</sup> day of April, 2026, by June Berry, on behalf of said Federation.



Clarice Housden  
NOTARY PUBLIC, STATE OF TEXAS

**Exhibit A  
Leased Property**

**[to be replaced with final survey as authorized by the ordinance approving this Agreement]**



**Exhibit B**  
**Mission and Goals Definition**

**Federation Mission and Goals**

**SECTION 1 — ORGANIZATIONAL MISSION**

The mission of the Denton City Federation of Women's Clubs is to further the common good and general welfare of the Denton community by promoting broader culture and the mutual improvement of the public in literature, music, art, and other subjects of special interest to its members. The Federation operates on a nonprofit basis for exclusively charitable, educational, and literary purposes.

The Federation fulfills this mission through stewardship of the Denton Woman's Club Building, a City of Denton Historic Landmark since 1999 located at 610 Oakland Street. The Building has served as a community gathering place since 1928 and sits adjacent to Quakertown Park - historically a Freedmen's Town whose residents were displaced in the early twentieth century. The Federation acknowledges this history as part of the full story of the neighborhood it occupies.

In carrying out its mission, the Federation is guided by the following statements of intent, which reflect its values:

**Community Access and Inclusivity**

The Federation operates the Woman's Club Building as a welcoming space for all members of the Denton community. It seeks to make its programs and rental opportunities known broadly, including to organizations serving historically underrepresented communities, consistent with the City's priority of ensuring downtown serves as an inclusive hub for all residents.

**Quakertown Acknowledgment and Partnership**

The Federation intends to seek opportunities, in good faith and in collaboration with community partners, to support awareness of and engagement with Quakertown's history through programming, signage, or collaborative events. The Federation understands this as a shared civic responsibility given the Building's proximity to the Quakertown historic site and the City's own commitment to revealing and honoring that history through the Design Downtown Denton Plan.

**SECTION 2 — ANNUAL GOALS**

The Federation shall demonstrate fulfillment of its mission through the conduct of the following categories of activity during each lease year. Specific programs within each category may vary from year to year at the Federation's discretion, provided that at least one activity within each category is conducted annually. The City's in-kind use of the Building does not count towards these goals.

**2.1 Public Cultural Programming**

The Federation shall present no fewer than three public programs annually that promote cultural enrichment in the Denton community. Such programs may include, but are not limited to, lecture, performance, or educational events held at the Building and open to the general public. The Federation may, at its discretion, partner with Denton Public Libraries or other community organizations in presenting such programs.

## **2.2 Community Fundraising and Building Stewardship**

The Federation shall conduct fundraising activities in support of the preservation and maintenance of the Building. Such activities may include, but are not limited to, participation in the Denton Arts and Jazz Festival, the Footlight Fundraising Series, Denton Holiday Lighting or other events designed to generate community support. Participation in any specific event or partnership is at the discretion of the Federation based on annual programming decisions.

## **SECTION 3 — ANNUAL GOALS REPORTING**

At least annually, Federation shall appear before the City's Parks, Recreation, and Beautification Board ("Parks Board") to provide a report regarding the annual goals met the prior year, building condition, and capital plan, as well as Federation plans for the next year. The report will be provided to City Council in addition to being attached to the Parks Board agenda. This report is informational only and the Parks Board will not provide direction during the meeting.

The City may also request additional backup information including financials and records related to capital improvements related to this annual reporting requirement.

## **SECTION 4 — CONSTRUCTION OF THIS EXHIBIT**

Section 1 of this Exhibit shall be considered information only. The goals set forth in Section 2 are intended to reflect the Federation's longstanding organizational practice and shall be construed broadly in favor of continued tenancy. No single program cancellation, membership fluctuation, or interruption of activity due to circumstances beyond the Federation's reasonable control - including public health emergencies, natural disaster, or facility repair - shall constitute a failure to perform for purposes of Section 7.1 of this Lease. A pattern of sustained inactivity across any category over two or more lease years shall be required before any default may be alleged under Section 7.1 on the basis of this Exhibit.

## **SECTION 5 - HISTORICAL MARKER**

Within one hundred eighty (180) days of the Commencement Date, Federation agrees to install a historical marker outside the Building to be placed on the Leased Property detailing Quakertown history. The City will work collaboratively with the Federation on the design and text. The City will provide final design and text approval the marker prior to installation.