



Travis County Commissioners Court Agenda Request

Meeting Date: April 30, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

1. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A LEASE AGREEMENT WITH BEN HUR SHRINERS FOR USE OF THE BEN HUR SHRINERS TEMPLE, 7811 ROCKWOOD LANE, IN AUSTIN, TEXAS AS AN EARLY VOTING AND ELECTION DAY POLLING LOCATION FOR THE MAY 11, 2013 JOINT GENERAL AND SPECIAL ELECTIONS.

2. CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A LEASE AGREEMENT WITH WESTLAKE BIBLE CHURCH, INC. FOR USE OF AUSTIN RIDGE BIBLE CHURCH , 9300 BEE CAVE ROAD, IN AUSTIN, TEXAS AS AN ELECTION DAY POLLING LOCATION FOR THE MAY 11, 2013 JOINT GENERAL AND SPECIAL ELECTIONS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Early Voting and Election Day Polling Location Leases for Ben Hur Shriners and Westlake Bible Church, Inc.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@co.travis.tx.us by **Tuesdays at 5:00 p.m.** for the next week's meeting.

BEN HUR SHRINERS LEASE AGREEMENT

This Agreement, made this 18 day of Feb 2013 between Ben Hur Shriners, hereinafter called "LESSOR", and TRAVIS COUNTY ELECTIONS whose address is specified on page 4, hereinafter called "LESSEE", who is a member of Ben Hur Shriners and is in good standing and current in dues.

1. **Representatives of Parties:** LESSOR is acting herein by and through its Agent who, is the Potentate or his designee and is the sole person authorized to bind LESSOR to this Agreement or any modifications thereto. Unless otherwise notified, in writing, by LESSEE, LESSOR shall have no obligation to deal with any other representative of LESSEE with respect to the subject matter of this Agreement.

2. **Leased Space:** Subject to the terms and provisions of this Agreement, LESSOR hereby grants to LESSEE the right to use the Ben Hur Shrine Temple for: middle hall, hereinafter called "the Leased Space". LESSEE and its patrons, customers, guests, employees and agents shall not have the right to enter upon any other portion of the Temple and LESSOR shall have the right to exclude all such persons from such un-leased areas at ALL times. Failure of any such persons to abide by LESSOR'S directives to vacate un-leased areas shall be grounds for immediate termination of this Agreement.

3. **Purpose:** The Leased space will be used for the following purpose (hereinafter called "the Event") and no other purpose: Voting- Election day, plus setup day.

4. **Lease Date and Time:** This Lease Agreement is valid for the date of 5-11-13. LESSEE shall have access to the use of the Leased Space commencing at 7 (am/pm) and ending at 7 (am/pm). LESSEE'S rights of access are subject to satisfactory compliance with the terms of this Agreement. LESSEE shall remove from the premises on or before the ending date and time to which this agreement applies all property, goods and effects belonging to LESSEE or caused by the LESSEE to be brought upon the premises.

5. **Fee Terms:** LESSEE agrees to pay LESSOR at its offices 7811 Rockwood Lane in Austin, Travis County, Texas, a fee for the use of the Leased Space of \$ 250⁰⁰/day for term of the lease period as stated in Article 4. The full rental fee is due prior to the time that LESSEE is to have access to the Leased Space. In the event that LESSEE cancels the Event for any reason other than breach of this Agreement by LESSOR or fails to pay the basic fee in a timely manner, LESSOR shall have the right to retain the Deposit as liquidated damages, and not as a penalty, for LESSOR'S rental cost.

6. **Insurance**: The cost of liability insurance coverage for the time period during the event will be in addition to the lease fee. The insurance coverage will be in the amount of one million dollars and coverage provided will name the LESSEE and Ben Hur Shriners as co-insured.

7. **Indemnity**: Except for any matters over which LESSOR retains exclusive control during the event, LESSEE agrees to hold LESSOR, its directors, officers, members, employees and agents harmless against all claims, demands, suits, costs and expenses, including reasonable attorney's fees, arising out of or in any way connected with staging of the Event, including but not limited to any property damage or personal injury or death sustained by anyone coming upon the Temple premises as a result of or for the purpose of attending the Event.

Does not apply to this contract

8. **Compliance with Laws, Rules and Regulations**: LESSEE and anyone coming upon the Temple premises as a result of or for the purpose of attending the Event shall comply with all Federal, State, County and City of Austin laws and ordinances as well as all rules and regulations provided by LESSOR to regulate behavior at the Temple. Anyone who persists in violating any such laws, ordinances, rules or regulations, including any Ben Hur Shrine posted rules may, at LESSOR'S discretion, be removed from the Temple premises.

9. **Licenses and Permits**: Except as otherwise expressly provided herein, LESSEE shall be responsible for providing all required taxes, excise or license fees required by any governmental authority to conduct the Event.

10. **Concessions**: LESSEE shall have the right to sell such items as programs and novelties related to the event and by legal and suitable nature as approved by Ben Hur Shrine.

A. **Food and Beverage Catering**: LESSEE shall be allowed to bring food or beverages upon the Temple premises. LESSOR or agent reserves the right to reject any caterer. The LESSEE is responsible to meet all health code rules and regulations of food preparation and service. If alcoholic beverages are served the LESSEE is responsible to comply with T.A.B.C. regulations.

LESSOR may, through its Agent, waive part or all of its rights pursuant to this Section 10.

11. **Security**: LESSOR shall not be responsible for the protection or security of persons or property brought on to the Temple premises by LESSEE or any of its guests, patrons, or anyone else coming upon the premises as a result of the Event. LESSOR shall provide Texas licensed, uniformed police officer(s) at LESSEE'S expense.

12. **Special Services**: LESSOR does not provide special services such as special seating arrangements, ticket sales and collection, decorating, staging, erection of platform or music stands, electricians or plumbers. However, LESSOR or its agent reserves the right to require the use of any such special services in the situation where LESSOR deems that the safety of the Temple and the Public require such services. LESSEE agrees to pay for any such special services.

13. **Janitorial Services**: The Leased Space shall be clean and orderly at the times LESSEE is given access thereto. The final clean up after the event will be done by LESSEE. In the event that the Lessee does not perform final clean up to the LESSORS satisfaction, LESSOR shall reserve the right to have currently Ben Hur contracted service perform the final clean-up and bill the Lessee in that amount .

14. **Control of Facility and Right to Enter**: In renting the said Leased Space to the LESSEE, it is understood, the LESSOR does not relinquish the right to control the management thereof, and to enforce all necessary rules and regulations. Duly authorized representatives of the LESSOR may enter the premises or any portion at any time, and on any occasion without restrictions whatsoever by the LESSEE.

15. **Defacement of Temple**: LESSEE shall not injure, nor mar, nor in any manner deface said premises or any equipment contained therein, and shall not cause or permit anything to be injured, marred or defaced. Without the express consent of LESSOR, nothing shall be nailed, tacked, screwed in or taped otherwise attached to the building, walls, furnishings or fixtures.

16. **Occupancy Interruption**: In the event that the LESSOR , due to conditions beyond its control, such as building damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which the LESSOR has no control, should find it impossible to provide the Lease Space as contracted herein, LESSOR may cancel this Agreement and shall refund any prepayment made by LESSEE but shall have no other liability to LESSEE on account of such cancellation.

17. **Evacuation of Facility**: Should it become necessary in the judgment of LESSOR to evacuate the premises because of a bomb threat or for other reasons of public safety, the LESSEE will retain possession of the premises for sufficient time to complete presentation of the Event without additional rental charge providing such time does not interfere with another building lease. If it is not possible to complete presentation of the activity, rental shall be prorated, or adjusted at the discretion of the management of the Temple based on the situation, and the LESSEE hereby waives any claim for damages or compensation from the LESSOR.

18. **Damage and Security Deposit:** LESSEE shall not be required to pay a security deposit. LESSOR shall be authorized to bill the LESSEE the amount necessary to pay costs of cleaning and repair or replacement for any and all damages sustained by the premises or furnishings during the Event, plus 20% of actual costs to cover Ben Hur Shrine staff time. LESSOR shall provide an itemized accounting for such costs to LESSEE not later than thirty (30) days after the Event.

19. **Relationship of Parties:** It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between LESSOR and LESSEE. LESSOR shall exercise no supervision or control over the LESSEE or others in the service of the LESSEE; and the LESSOR shall provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture between the LESSOR and LESSEE, or cause the LESSOR to be liable in any way for the debts and obligations of the LESSEE.

20. **Non-Assignment:** LESSEE may not transfer or assign the Contract nor sub-lease the Leased Space nor allow use of the Leased Space other than as herein specified without the express written consent of LESSOR. The LESSEE or the person, who has written authorization from the LESSEE to act for the LESSEE must be on site during the entire time the Event is occurring.

21. **Place of Performance:** This Contract is performable at the Ben Hur Shrine Temple in Austin, Travis County, Texas.

22. **Special Effects:** No candles, open flames, flammable materials, or pyrotechnic devices of any nature, except for approved heating products and equipment designed for heating or warming food to be served, may be used or allowed in leased spaces or on the premises of the Ben Hur Shrine Temple at any time.

23. **Kitchen:** Kitchen is unavailable. No onsite food preparation.

24. **Entire Agreement:** This Lease Agreement constitutes the entire agreement between LESSOR and LESSEE. No other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained in this Agreement or incorporated by reference in this Agreement, shall be valid or binding.

SIGNATURES FOR BEN HUR SHRINE LEASE AGREEMENT

LESSEE: ** MUST include signed copy of Addendum ******

(PRINT NAME)

(DATE)

(SIGNATURE)

(PRINT NAME OF REPRESENTATIVE)

(TELEPHONE NUMBER)

(EMAIL ADDRESS)

(NAME OF COMPANY)

(ADDRESS OF COMPANY)

(CITY, STATE AND ZIP CODE OF COMPANY)

LESSOR: BEN HUR SHRINE

(PRINT NAME)

(DATE)

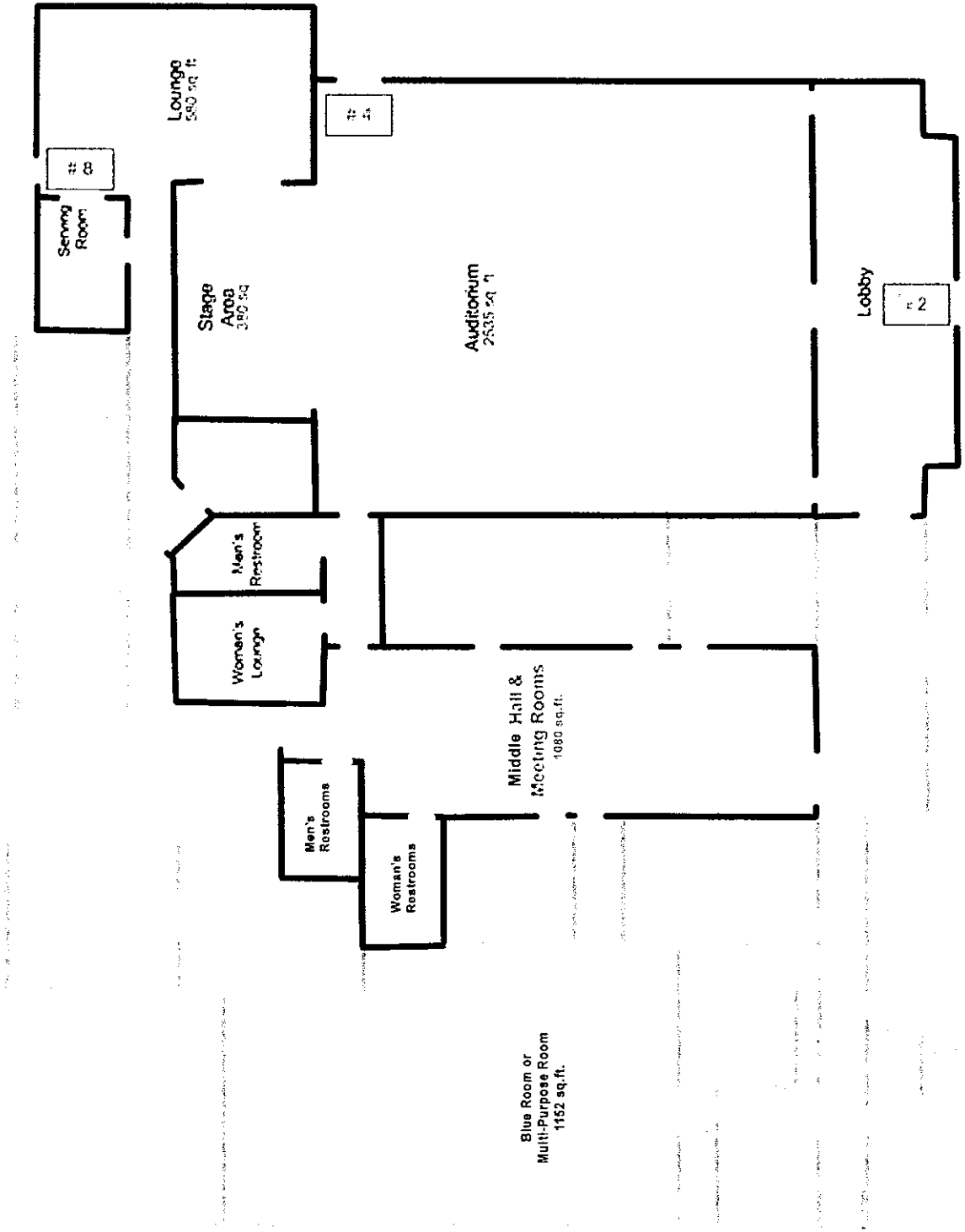
(SIGNATURE)

(PRINT NAME OF REPRESENTATIVE)

Ben Hur Shrine
7811 Rockwood Lane
Austin TX 78757
www.benhurshrine.org

Leasing Office: 512-374-0259
Shriners Office: 512-480-0812
Shriners Fax: 512-479-4060

EXHIBIT "A"



ADDENDUM

INFORMATION ABOUT ADDITIONAL FEES AND CHARGES

- Base Price requires the use of Leasing Agent for setup, tear down and cleanup.
- Price does not include: Security- \$70.00 for two (2) Officers per hour with a four (4) hour minimum. Total\$280.00 and must be paid prior to the Event (item 11).
- Damages – Cost plus 20%. (item 18).
- Janitorial Services - \$300. If required (item 13).
- Caterer and other staffing information available upon request from Leasing agent.
- Price does not include cost of T.A.B.C. licensed bartender.

Initial And Date

SECOND ADDENDUM TO BEN HUR SHRINERS LEASE AGREEMENT

This Second Addendum to Ben Hur Shriners Lease Agreement (this "Second Addendum") is made and entered into by and between Ben Hur Shrine ("LESSOR") and Travis County, a political subdivision of the State of Texas ("LESSEE").

WHEREAS, LESSOR and LESSEE have negotiated a lease agreement ("Agreement") for the LESSEE to use Middle Hall for elections purposes and other uses incidental and related thereto; and

WHEREAS, in order to expedite the resolution of certain remaining issues connected to the Agreement, LESSOR and LESSEE have decided to set forth their remaining points of agreement in this Second Addendum, which will constitute a part of and be incorporated into the Ben Hur Shriners Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. REVISIONS TO BEN HUR SHRINERS LEASE AGREEMENT

The Agreement is hereby modified as follows:

1. The first paragraph of the Agreement is deleted and replaced with the following:
This Agreement, is made by and between Ben Hur Shrine, hereinafter called "LESSOR", and Travis County, a political subdivision of the State of Texas ("LESSEE") whose address is P.O. Box 1748, Austin, Texas 78767.
2. Notwithstanding any provision to the contrary, LESSOR grants LESSEE permission to install signage on the Leased Space (a) to inform the public of the LESSEE's use of the Leased Space for election purposes, (b) to mark the area within which electioneering or loitering is prohibited (these markers would be placed one hundred feet from an outside door through which a voter may enter the Leased Space to vote, and (c) to inform the public of the LESSEE's policy regarding firearms and other deadly weapons on LESSEE property. Notwithstanding any provision to the contrary, LESSOR authorizes electioneering outside a 100 foot radius from the Leased Space.
3. Article 2 of the Agreement is deleted and replaced with the following:
 2. **Leased Space:** Subject to the terms and provisions of this Agreement, LESSOR grants to LESSEE the right to use Middle Hall and the women's restrooms and men's restrooms closes to Middle Hall (together, the "Leased Space"), as depicted in Exhibit "A," at the Ben Hur Shrine Temple located at 7811 Rockwood Lane, in Austin, Texas. LESSEE and its patrons, customers, guests, employees, and agents shall not have the

right to enter any other portion of the Temple and LESSOR shall have the right to exclude all such persons from such un-leased areas at ALL times. Failure of any such persons to abide by LESSOR's directives to vacate un-leased areas shall be grounds for immediate termination of this Agreement.

4. Article 3 of the Agreement is deleted and replaced with the following:

3. **Purpose:** The Leased Space will be used for the following purposes (hereinafter called "the Event") and no other purpose: elections purposes and other uses incidental and related thereto.

4. Article 4 of the Agreement is deleted and replaced with the following:

4. **Lease Date and Time:** This Lease Agreement is effective from 6:00 a.m. Central Time on Monday, April 29, 2013 to 8:00 p.m. Central Time on Saturday, May 11, 2013. LESSOR grants LESSEE the right to use the Leased Space for the following time periods: (a) from 6:00 a.m. Central Time on Monday, April 29, 2013, to 8:00 p.m. Central Time on Tuesday, May 7, 2013, and (b) from 6:00 a.m. Central Time to 8:00 p.m. Central Time on Saturday, May 11, 2013.

5. Article 6 of the Agreement is deleted and replaced with the following:

6. **Insurance.** LESSOR acknowledges that LESSEE is self-insured. Within three days after LESSEE executes this Agreement, LESSEE must furnish to LESSOR evidence that LESSEE is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

6. Article 7 of the Agreement is deleted.

7. Article 14 of the Agreement is deleted.

8. The following language is deleted from the Addendum:

- Base Price requires the use of Leasing Agent for setup, tear down, and cleanup
- Price does not include: Security - \$70.00 for two (2) Officers per hour with a four (4) hour minimum. Total \$280.00 and must be paid prior to the Event (item 11).

II. MISCELLANEOUS

1. Except as otherwise set forth in this Second Addendum, the Agreement will remain in full force and effect in accordance with its original terms and be binding on the LESSOR and LESSEE and their respective heirs, executors, administrators, successors, and assigns.

2. This Second Addendum may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the Second Addendum.
3. Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Second Addendum will be sufficient to evidence the binding agreement of each party to the terms of this Second Addendum. However, LESSOR and LESSEE each agree to promptly return an original, duly executed counterpart of this Second Addendum following the delivery of a telecopied facsimile or electronic copy.

IN WITNESS WHEREOF, the LESSOR and the LESSEE hereto have executed this Second Addendum in multiple copies, each of equal dignity, and the Second Addendum will be effective as of April 29, 2013 when signed by both the LESSOR and the LESSEE.

LESSOR:

BEN HUR SHRINE

By: _____
Printed Name: _____
Title: _____
Date: _____

LESSEE:

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____

STATE OF TEXAS :
:
COUNTY OF TRAVIS :

**AUSTIN RIDGE BIBLE CHURCH
LEASE AGREEMENT
(INTERIOR)**

This Lease Agreement (called "Lease") is made by and between **WESTLAKE BIBLE CHURCH, INC.**, a Texas nonprofit corporation, also known as **Austin Ridge Bible Church**, located in Travis County, Texas (called "Landlord"), and _____ Travis County- Election _____ (called "Tenant") and is subject to the terms and provisions that follow:

1. PREMISES. Landlord leases to Tenant and Tenant leases from Landlord a portion of the real property (Athe Property@) located at 9300 Bee Cave Road, Austin, Texas 78735, described as follows:

- 1.1. The non-exclusive right to the following areas of the church only (the "Leased Premises"): _____ front half of the 3rd-5th grade building _____.
- 1.2. Expressly excluded are: the church offices and the following areas: ___ A, B, Ca and D _____.

2. TERM. The term of this Lease is for 1 day and shall begin at 7 a.m. on this date: May 11th 2013, and end at 7 p.m. on this date: May 11th 2013. This Lease shall automatically expire at the end of the term, unless terminated earlier by either party as provided below.

- 2.1 Landlord may terminate this Lease at any time, for breach by Tenant, including acts in violation of Landlord's "house rules".

3. USE OF PREMISES. Tenant shall at all times comply with all laws, ordinances, governmental regulations and Landlord=s rules and policy of insurance. Tenant accepts the Lease Premises, in its Aas is, where is@ condition and acknowledges that Landlord has made no representation or warranty as to the condition of the Leased Premises or the improvements on the Property. Therefore, Tenant expressly waives any warranty, express or implied, of habitability or fitness for a particular purpose. Smoking is NOT permitted in the Leased Premises. No nails, screws, tape, etc. may be used on any wall or door. **Tenant and its employees, agents, students, representatives, members, guests, and invitees will not perform or allow any kind of immoral, illegal, unethical, lewd, inhumane, or otherwise inappropriate (in Landlord's sole discretion) behavior.**

4. BUILDING ACCESS. Landlord will will not (check one box) provide Tenant with a code or key for the front door to allow access to the building. If a key is provided, Tenant should limit knowledge of this code or key to the one person responsible for opening in the

morning, and not allow it to be otherwise used or known. The building shall be secured at all times when no one is present at the front door, and especially at the end of each day.

5. **RENTAL & SECURITY DEPOSIT.** Tenant shall pay to Landlord for the use of the Leased Premises the amount of \$ 0 per day/week/month (circle one), payable on 0, for a total of \$ 0. Tenant shall also pay to Landlord a security deposit in the amount of \$ 0, payable on n/a. The deposit will be returned, less charges for any damages, within 15 days of the lease termination.

6. **INSURANCE.** Tenant will will not (check one box) provide Landlord proof of liability insurance, in form and substance satisfactory to Landlord, in Landlord's sole discretion. Tenant shall deliver to Landlord an express binder naming Landlord as an additional insured.

7. **MAINTENANCE & REPAIRS.** Tenant agrees to keep the Leased Premises neat and clean, in the same condition as found, each day and at the end of each week. Tenant shall be responsible for all damages arising from the use of the Leased Premises by Tenant and its employees, agents, students, representatives, members, guests, and invitees. Tenant waives any claim it may have due to any damage occasioned by the physical condition or state of repair of the Leased Premises. Tenant shall clean the Leased Premises each day and at the end of each week, after using it, and remove all debris, trash, garbage, and paraphernalia from the Leased Premises.

8. **WAIVER & INDEMNITY.** Landlord will not be liable to Tenant or any of Tenant=s employees, agents, students, representatives, members, guests, invitees, or other person, for damage or loss to person or property, including, but not limited to, theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Tenant or any of Tenant=s employees, agents, students, representatives, members, guests, invitees, or any person for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences.

TENANT SHALL INDEMNIFY AND HOLD HARMLESS LANDLORD FROM ANY LIABILITIES, DAMAGES, CLAIMS, CAUSES OF ACTION, AND EXPENSES OF ANY KIND WHICH:

- (I) **ARISE FROM, OR ARE CLAIMED TO ARISE FROM, ANY ACT, OMISSION, OR NEGLIGENCE OF LANDLORD OR TENANT OR ANY AGENT, FAMILY MEMBER, SUBTENANT, GUEST, OR INVITEE OF LANDLORD OR TENANT; OR**
- (II) **OCCUR IN OR ABOUT THE LEASED PREMISES; OR**
- (III) **ARISE FROM A BREACH, OR NON-PERFORMANCE OF ANY PROVISION OR AGREEMENT OF LANDLORD OR TENANT, OR A BREACH OR VIOLATION BY LANDLORD OR TENANT OF ANY LAW, REGULATION, OR ORDINANCE OF ANY FEDERAL, STATE, OR LOCAL AUTHORITY;**

(collectively, the "Claim"), and if a Claim is made against Landlord, Tenant shall, at its expense, defend the Claim. In resolving or settling any Claim, Tenant shall obtain a release of the Claim made against Landlord.

9. **NOTICE.** Any notice, demand or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by certified mail, return receipt requested; however, such notice shall be deemed received two days after mailing as provided. Any such notice that either party gives to the other shall be addressed to the other party at the address set forth next to the party's name below. Either party may change its address by notifying the other party, in writing, of the change of address.

10. **SURRENDER OF LEASED PREMISES.** At the expiration or termination of each week and the term of this Lease, Tenant shall peaceably surrender to Landlord the Leased Premises in the same condition as they were at the commencement of this Lease.

LANDLORD:

TENANT:

AUSTIN RIDGE BIBLE CHURCH

By: _____ Josh Thornton _____ BY: _____
NAME / Title: _____ Facilities Manager _____ NAME /
Title _____

Date: 4/23/13

Date: _____

Address:

Address:

9300 Bee Cave Road
Austin, Texas 78735

WITH COPY TO:

J. Winston Chapman, Jr.
RASH CHAPMAN SCHREIBER LEAVERTON & MORRISON, LLP
2112 Rio Grande
Austin, Texas 78705
512 / 477-7543
FAX: 512 / 474-0954

ADDENDUM TO AUSTIN RIDGE BIBLE CHURCH LEASE AGREEMENT

This Addendum to Austin Ridge Bible Church Lease Agreement (this "Addendum") is made and entered into by and between WESTLAKE BIBLE CHURCH, INC., a Texas nonprofit corporation, also known as Austin Ridge Bible Church ("Landlord") and Travis County, a political subdivision of the State of Texas ("Tenant").

WHEREAS, Landlord and Tenant have negotiated a lease agreement (the "Lease") for the Tenant to use the front half of the 3rd-5th grade building located at 9300 Bee Cave Road, Austin, Texas 78735I for elections purposes and other uses incidental and related thereto; and

WHEREAS, in order to expedite the resolution of certain remaining issues connected to the Lease, Landlord and Tenant have decided to set forth their remaining points of agreement in this Addendum, which will constitute a part of and be incorporated into the Austin Ridge Bible Church Lease Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. REVISIONS TO AUSTIN RIDGE BIBLE CHURCH LEASE AGREEMENT

The Lease is hereby modified as follows:

1. The first paragraph of the Lease is deleted and replaced with the following:
This Lease Agreement (called "Lease") is made by and between WESTLAKE BIBLE CHURCH, INC., a Texas nonprofit corporation, also known as Austin Ridge Bible Church, located in Travis County, Texas (called "Landlord"), and Travis County, a political subdivision of the State of Texas (called "Tenant") and is subject to the terms and provisions set forth in this Lease.
2. Notwithstanding any provision to the contrary, Landlord grants Tenant permission to install signage on the Leased Premises (a) to inform the public of the Tenant's use of the Leased Premises for election purposes, (b) to mark the area within which electioneering or loitering is prohibited (these markers would be placed one hundred feet from an outside door through which a voter may enter the Leased Premises to vote, and (c) to inform the public of the Tenant's policy regarding firearms and other deadly weapons on Tenant property. Notwithstanding any provision to the contrary, Landlord authorizes electioneering outside a 100 foot radius from the Leased Premises.
3. Paragraph 1 of the Lease is deleted and replaced with the following:

1. **PREMISES**. Landlord leases to Tenant and Tenant leases from Landlord a portion of the real property (the "Property") located at 9300 Bee Cave Road, Austin, Texas 78735, described as follows:

1.1 The exclusive right to the following areas of the church only (the "Leased Premises"): front half of the 3rd-5th grade building.

1.2 Expressly excluded are: the church offices and the following areas: A, B, C, and D.

4. Paragraph 2 of the Lease is deleted and replaced with the following:

2. **TERM**. The terms of this Lease is for 1 day and shall begin at 6:00 a.m. Central Time on this date: May 11, 2013, and end at 8:00 p.m. Central Time on this date: May 11, 2013. This Lease shall automatically expire at the end of the term.

5. Paragraph 6 of the Lease is deleted and replaced with the following:

6. **INSURANCE**. Landlord acknowledges that Tenant is self-insured. Within three days after Tenant executes this Lease, Tenant must furnish to Landlord evidence that Tenant is self-insured in accordance with applicable laws and resolutions of Travis County, Texas.

6. Paragraph 8 of the Lease is deleted and replaced with the following:

8. **WAIVER**. Landlord will not be liable to Tenant or any of Tenant's employees, agents, students, representatives, members, guests, invitees, or other persons, for damage or loss to person or property, including, but not limited to, theft, burglary, assault, vandalism, or other crimes. Landlord will not be liable to Tenant or any of Tenant's employees, agents, students, representatives, members, guests, invitees, or any person for personal injury or for damage to or loss of their personal property (furniture, jewelry, clothing, etc.) from fire, flood, water leaks, rain, hail, ice, snow, smoke, lightning, wind, explosions, interruption of utilities, or other occurrences.

II. MISCELLANEOUS

1. Except as otherwise set forth in this Addendum, the Lease will remain in full force and effect in accordance with its original terms and be binding on the Landlord and Tenant and their respective heirs, executors, administrators, successors, and assigns.

2. This Addendum may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one and the Addendum.

3. Notwithstanding any provision to the contrary, a telecopied facsimile or electronic copy of a duly executed counterpart of this Addendum will be sufficient to evidence the binding agreement of each party to the terms of this Addendum. However, Landlord and Tenant each agree to promptly return an original, duly executed counterpart of this Addendum following the delivery of a telecopied facsimile or electronic copy.

IN WITNESS WHEREOF, the Landlord and the Tenant hereto have executed this Addendum in multiple copies, each of equal dignity, and the Addendum will be effective when signed by both the Landlord and the Tenant.

Landlord:

AUSTIN RIDGE BIBLE CHURCH,
a Texas nonprofit corporation

By: _____
Printed Name: Josh Thornton
Title: Facilities Manager
Date: _____

Tenant:

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge
Date: _____