

FILED FOR RECORD
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JUL 24 2018

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

#15,195

Commercial Sublease

This sublease is made by and between Hunt County, Texas, 2507 Lee Street, Greenville, Texas herein called "Sublessor" and Hunt County, Texas Health Department Medical Services, 4907 Stonewall Street, Greenville, Texas, herein called Sublessee.

Sublessee hereby offers to lease the premises at 4907 Stonewall (Unit A), Greenville, Texas upon the following terms and conditions:

1. **Terms and Rent:** Sublessor devises the property for a term of twelve months commencing on July 24th, 2018 at the monthly rent of \$1,600 payable on the first day of each month during the term of this sublease, as well as a pro-rata share of the taxes for the portion of the property leased based on square feet of the building space under lease. All lease payments shall be made to Sublessor at the address listed above. Sublessor may terminate this lease before the end of the 12-month period with three months' notice if Hunt County, Texas Health Department Medical Services' contract with the State of Texas for Health Department Services is terminated for any reason.
2. **Use:** Sublessee shall use and occupy the premises for office and storage space. The premise will be used for no other purpose.
3. **Care and Maintenance:** Sublessor will maintain the building with the exception of heating and cooling equipment, structural walls, parking lot and building's exterior. All other expenses including light bulbs and cleaning will be the responsibility of the Sublessee or Sublessor's landlord.
4. **Alterations:** Sublessee will not, without first obtaining the approval of the Sublessor, make any alterations, additions or improvements in, to or about the premises. Sublessee will be allowed to paint the interior of space and add wiring necessary for IT purposes.
5. **Assignment and Subletting:** Sublessee shall not assign the sublease or sublet any portion of the premise without consent of Sublessor. This sublease is specifically subject to/contingent upon a commercial lease being entered into between Sublessor and Vernon C. Bench, and is further subject to/contingent upon the renewal of the same from year to year.
6. **Utilities:** All applications for and connections for necessary utility services will be made in the name of the Sublessee only, and Sublessee shall be solely responsible for utility charges as they become due, including but not limited to charges for electricity, water and telephone services. Sublessee shall also apply for trash services through the City of Greenville, Texas. Sublessee shall be solely responsible for all charges for trash service as they become due.
7. **Entry and inspection:** Sublessee shall let Sublessor or Sublessor's landlord enter into the premises at reasonable times and with reasonable notice for the purpose of inspecting the property and will permit Sublessor or Sublessor's landlord at any time within 30 days prior to termination of this lease, to put 'For Lease' signs on the property and permit prospective sublessees to inspect the property. Any entry and inspection may occur only after at least 72-hours' notice is given to protect patient confidentiality and security.

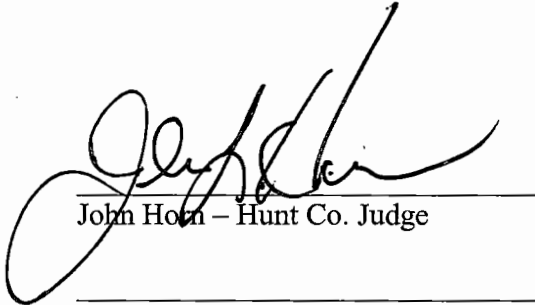
8. Indemnification of Sublessor: Neither Sublessor's landlord nor the Sublessor shall be liable to Sublessee, or any of its agents, employees, or invitees, for any injury to persons or damage to property resulting from the condition or design or any defect in the building or its mechanical systems which may exist or subsequently occur, and Sublessee, with respect to itself and its agents, employees, and invitees, expressly assumes all risks and damage to persons and property, either proximate or remote, by reason of the present or future condition building. Sublessee agrees that it will indemnify and hold Sublessor and Sublessor's landlord harmless of, from, and against all suits, claims, and actions of every kind by reason of any breach, violation, or nonperformance of any term or condition on the part of the Sublessee. Additionally, Sublessee agrees to indemnify and hold Sublessor and Sublessor's landlord harmless of, from, and against all claims, actions, damages, liabilities, and expenses asserted against the Sublessor or Sublessor's landlord on account of injuries to persons or damage to property when and to the extent that any such damage or injury may be caused, either proximate or remote, wholly or in part by any act or omission, whether negligent or not, of Sublessee or any of its agents, employees, or invitees while such invitees are in the building or of any other person entering upon the building under or with the express or implied invitation of Sublessee, or if any such injury or damage may in any other way arise from or out of the occupancy or use of Sublessee, its agents, employees, or invitees.
9. Expiration of main lease: If the main lease by and between Sublessor and landlord shall expire or terminate: (i) a termination of this sublease will be simultaneously effected, (ii) the rental paid or to be paid under this sublease shall abate proportionately, (iii) any rentals paid to Sublessor for a period beyond such termination shall be repaid to Sublessee, and (iv) all amounts owed by Sublessee for services rendered under this agreement shall be immediately due and payable to Sublessor.
10. Option to renew: Provided that Sublessee is not in default in their performance of this lease, Sublessee shall have the option to renew the sublease for an additional (12) twelve months commencing at the expiration of this sublease if Sublessor renews the main lease with Sublessor's landlord. All the terms and conditions of this sublease shall apply during the extended term except that the monthly sublease amount will be negotiable.
11. Ordinances and Statutes: Sublessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which hereafter be in force, pertaining to the occasioned by or effecting the use thereof by Sublessee.
12. Attorney Fees: In case suit should be brought for recovery of the premises, or for any sum due thereunder, or because of any that may arise out of the possession of the premise, by either party, the prevailing party shall be entitled to all cost incurred in connection with such action including a reasonable attorney's fees.
13. Texas law: This sublease shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in Greenville, Hunt County, Texas.
14. Severability: If any provision of this sublease shall, for any reason, be held violative of any applicable law, and so much of said sublease is held to be

unenforceable, the invalidity of such a specific provision shall not invalidate any other provisions of this sublease, which other provisions shall remain in full force and effect, unless removal of the invalid provisions destroy the legitimate purposes of this sublease, in which event this sublease shall be cancelled.

15. No failure of Sublessor to enforce any term hereof shall be deemed to be a waiver.

16. The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

Signed this 27 day of July, 2018



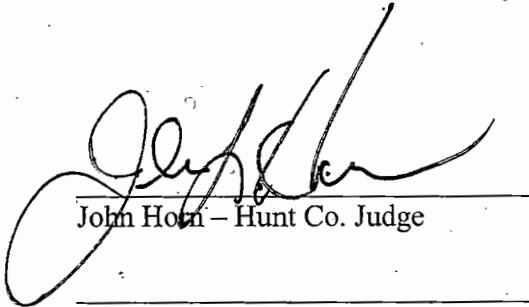
John Horn – Hunt Co. Judge

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Administrator