

AN ORDINANCE 2012-04-19-0277

**AUTHORIZING A LEASE AGREEMENT WITH SAN ANTONIO TENNIS ASSOCIATION (SATA) FOR APPROXIMATELY 289 SQUARE FEET OF OFFICE SPACE AT MCFARLIN TENNIS CENTER FOR A THREE-YEAR TERM BEGINNING APRIL 1, 2012, LOCATED IN CITY COUNCIL DISTRICT 1.**

\* \* \* \* \*

**WHEREAS**, the San Antonio Tennis Association (SATA) is a community tennis association affiliated with the United States Tennis Association (USTA) whose mission is to “promote and develop the lifetime sport of tennis as a means of healthful recreation and physical fitness, social skill development, self-esteem and character building, and to provide programs to players of all ages and abilities, to the physically and/or mentally challenged, regardless of race, creed, color, or national origin”; and

**WHEREAS**, SATA has approximately 2,500 individual and organization members and offers programs including the Adult Team Tennis League, Junior Competitive Training Center, Wheelchair Tennis and Tennis Pathway Programs; and

**WHEREAS**, many SATA tournaments bring participants to San Antonio from across the state and nation; and

**WHEREAS**, SATA’s presence at McFarlin Tennis Center dates back to the 1940s; and

**WHEREAS**, the existing Lease Agreement was through 2003 and has continued on a year to year basis by agreement of the parties since that time; **NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:**

**SECTION 1.** The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is authorized to execute a Lease Agreement with the San Antonio Tennis Association (SATA) for approximately 289 square feet of office space at McFarlin Tennis Center for a three-year term beginning April 1, 2012, located in City Council District 1. A copy of the agreement in substantially final form is attached hereto and incorporated herein for all purposes as **Attachment I**.

**SECTION 2.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SW/vv  
04/19/12  
Item #10

**SECTION 3.** This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 19th day of April, 2012.



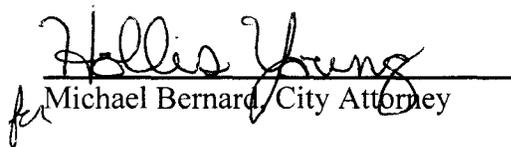
M A Y O R  
Julián Castro

**ATTEST:**



Leticia M. Vacek, City Clerk

**APPROVED AS TO FORM:**



for Michael Bernard, City Attorney



Request for  
**COUNCIL**  
ACTION

City of San Antonio



## Agenda Voting Results - 10

| <b>Name:</b>        | 5, 6, 7, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19A, 19B, 20A, 21A, 21B, 21C, 22A, 22B, 22C, 22D, 23  |             |     |     |         |        |        |
|---------------------|---|-------------|-----|-----|---------|--------|--------|
| <b>Date:</b>        | 04/19/2012  |             |     |     |         |        |        |
| <b>Time:</b>        | 10:12:15 AM   |             |     |     |         |        |        |
| <b>Vote Type:</b>   | Motion to Approve   |             |     |     |         |        |        |
| <b>Description:</b> | An Ordinance authorizing a Lease Agreement with San Antonio Tennis Association for approximately 289 square feet of office space at McFarlin Tennis Center for a three-year term beginning April 1, 2012, located in City Council District 1. [Ed Belmares, Assistant City Manager; Xavier Urrutia, Director, Parks & Recreation] |             |     |     |         |        |        |
| <b>Result:</b>      | Passed  |             |     |     |         |        |        |
| Voter               | Group   | Not Present | Yea | Nay | Abstain | Motion | Second |
| Julián Castro       | Mayor   |             | x   |     |         |        |        |
| Diego Bernal        | District 1  |             | x   |     |         |        | x      |
| Ivy R. Taylor       | District 2  |             | x   |     |         |        |        |
| Leticia Ozuna       | District 3  |             | x   |     |         |        |        |
| Rey Saldaña         | District 4  |             | x   |     |         | x      |        |
| David Medina Jr.    | District 5  | x           |     |     |         |        |        |
| Ray Lopez           | District 6  |             | x   |     |         |        |        |
| Cris Medina         | District 7  |             | x   |     |         |        |        |
| W. Reed Williams    | District 8  |             | x   |     |         |        |        |
| Elisa Chan          | District 9  |             | x   |     |         |        |        |
| Carlton Soules      | District 10   |             | x   |     |         |        |        |

**LEASE AGREEMENT  
MCFARLIN TENNIS CENTER**

This Lease Agreement ("Agreement") is made and entered into by and between the City of San Antonio, a Texas Municipal Corporation ("City"), acting herein through its City Manager, or her designated representative, pursuant to Ordinance No. \_\_\_\_\_ passed and approved by the City Council on \_\_\_\_\_, 2012 and San Antonio Tennis Association, a non-profit organization ("SATA").

**1. BACKGROUND**

San Antonio Tennis Association (SATA) is a community tennis association affiliated with the United States Tennis Association (USTA). SATA organizes and hosts tennis tournaments at the City of San Antonio-owned McFarlin Tennis Center located at 1503 San Pedro Avenue. In addition, SATA has leased office space at McFarlin Tennis Center since 1981 and that lease has continued on a month-to-month basis following the end of the term of that Lease on March 31, 2003.

**2. DEMISE OF PREMISES**

2.1 City, for and in consideration of the rents, covenants and promises contained to be kept, performed and observed by SATA, does hereby lease and demise to SATA, and SATA does hereby lease and accept from City, a building located at McFarlin Tennis Center at 1503 San Pedro Avenue measuring 289 square feet, as shown the attached Exhibit A ("Premises").

**3. TERM**

3.1 The term of this Agreement is for three (3) years beginning on May 1, 2012 ("Commencement Date") and ending on April 30, 2015, unless terminated sooner according to conditions herein.

**4. USE**

4.1 The Premises will be occupied and used as SATA's operational office and for its tennis programs only. SATA agrees not to use the Premises or any building or structure at McFarlin Tennis Center for any purpose which violates any valid and applicable law, regulation, or ordinance of the United States, State of Texas, or City of San Antonio.

4.2 SATA and any Subcontractors are responsible for all damage or loss to their own equipment.

**5. ACCEPTANCE AND CONDITION OF PREMISES**

5.1 SATA has had full opportunity to examine the Premises and acknowledges that there is in and about them nothing dangerous to life, limb or health and hereby waives any claim for damages that may arise from defects of that character after occupancy. SATA's taking possession of the Premises shall be conclusive evidence of SATA's acceptance in good order and satisfactory condition, and SATA accepts the Premises in its present AS IS, WHERE IS, WITH ALL FAULTS CONDITION as suitable for the purpose for which leased. SATA accepts the Premises with the full knowledge, understanding and agreement that City disclaims any warranty of suitability for SATA's intended purposes.

5.2 SATA agrees that no representations respecting the condition of the Premises, and no promises to decorate, alter, repair, or improve the Premises, either before or after the execution of this

Lease.

## **6. CONSIDERATION TO CITY**

6.1 In consideration of SATA's commitment to fund maintenance, repairs, and/or improvements to McFarlin Tennis Center, as described in 6.2 below, and the benefit derived by the City from SATA's tennis activities at McFarlin Tennis Center, no rental will be due from SATA during the term of this Agreement.

6.2 On or before May 1 each year during the term of this Agreement, SATA will recommend to City one or more maintenance, repair or improvement projects to the McFarlin Tennis Center ("Project") with a cost of at least \$3,000. The Project is subject to the review and approval of City. SATA agrees to implement and complete the approved Project within six (6) months after approval by City. The Project is to be completed by an appropriately licensed contractor hired and paid by SATA. The above notwithstanding, in any year in which the Project implemented by SATA costs in excess of \$3,000, SATA shall have the right to apply the amount that exceeds \$3,000 toward its Project for the following lease year or years; however, the total cost of Projects during the term of this Agreement will not be less than \$9,000. For example, if the cost of the lease year 2 project is \$4,000, the lease year 3 project would be required to cost \$2,000 or more. SATA's source of funds for Projects may include grants and/or donations.

## **7. MAINTENANCE AND UTILITIES**

7.1 SATA, at its sole cost and expense, will be responsible maintaining all exposed mechanical, plumbing and electrical facilities and equipment within the Premises, including, but not limited to, sinks, toilets, water fountains, electrical outlets, and HVAC equipment inside the Premises, light bulb and ballast replacement and HVAC filter changes. SATA is responsible for all custodial activities within the Premises. City shall have the right at reasonable times to make inspections of the Leased Premises.

7.2 City will provide the existing electrical and water/sewer service to the Premises at no cost to SATA. In the event that SATA desires additional electrical service, or service from any other utility provider, this additional service will be at SATA's sole cost and expense. SATA is responsible for the cost of installation and use of all telephone, television, cable, internet and utility services other than the existing electrical service to the Premises.

## **8. MODIFICATIONS TO THE PREMISES AND McFARLIN TENNIS CENTER**

8.1 SATA may not make, cause or allow any modifications to the Premises or McFarlin Tennis Center without the prior written approval of City, except for maintenance of floor and wall finishes within the Premises.

8.2 All modifications made to the Premises will be the property of City.

8.3 SATA may not bind or attempt to bind City for the payment of any money in connection with the construction, modification, repair, or maintenance of the Premises or McFarlin Tennis Center.

8.4 It is expressly understood and agreed that any and all machinery, equipment, furnishings and items of personal property of whatever nature owned by SATA and at any time placed or maintained by SATA on any part of the Premises or at McFarlin Tennis Center shall be and remain the property of the SATA.

8.5 During any periods of time that modifications are occurring within the Premises, SATA's contractors will be required to secure Builder's Risk insurance, if requested by City, and provide City with a certificate of insurance evidencing such coverage.

8.6 City shall not have any responsibility for making any modifications or capital repairs or capital improvements to the Premises.

8.7 City shall have the right to make repairs and improvements to McFarlin Tennis Center and allow improvement projects through or in conjunction with the John R. McFarlin Tennis Foundation. SATA agrees to work cooperatively with the City and Foundation to facilitate these improvements.

## **9. TAXES AND LICENSES**

9.1 SATA shall pay, on or before their respective due dates, to the appropriate collecting authority, all Federal, State, and local taxes and fees which are now or may hereafter be levied upon the Premises, or upon SATA; and shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by SATA. Failure to comply with the foregoing provisions shall constitute grounds for termination of this Agreement by the City.

## **10. ASSIGNMENT AND SUBLETTING**

10.1 Except as to the parent, subsidiary, or similarly affiliated company, SATA shall not assign this Agreement, or allow same to be assigned by operation of law or otherwise, or sublet/subcontract the Premises or any part thereof without the prior written consent of City which may be given only by or pursuant to an ordinance enacted by the City Council of San Antonio, Texas. Any assignment or subletting by SATA without such permission shall constitute grounds for termination of this Agreement by the City.

10.2 Without the prior written consent of SATA, City shall have the right to transfer and assign, in whole or in part, any of its rights and obligations under this Agreement and in the property referred to herein; and, to the extent that such assignee assumes City's obligations hereunder, City shall, by virtue of such assignment, be released from such obligation.

10.3 The receipt by City of consideration from an assignee, or occupant of the Premises shall not be deemed a waiver of the covenant in this Agreement against assignment, and/or an acceptance of the assignee, or occupant as a Lessee, or a release of SATA from further observance or performance by SATA of the covenants contained in this Lease. No provision of this Agreement shall be deemed to have been waived by the City unless such waiver is in writing and signed by the City.

## **11. LIENS PROHIBITED**

11.1 SATA shall not suffer or permit any mechanics liens or other liens to be filed against the fee title of the Premises or any buildings or improvements at McFarlin Tennis Center by reason of any work, labor, services, or materials supplied or claimed to have been supplied to SATA or to anyone holding the Premises or any part thereof through or under SATA.

11.2 If any mechanics' liens or materialmen's liens shall be recorded against the Premises or McFarlin Tennis Center as a result of an approved Project, or any improvements thereon, SATA shall cause the same to be removed within thirty (30) days after such liens are recorded, or, in the alternative, if SATA in good faith desires to contest the same, SATA shall be privileged to do so, but in such case, SATA hereby agrees to indemnify and save the City harmless from all liability for damages occasioned thereby and shall, in the event of a judgment of foreclosure on said mechanics' lien, cause the same to be discharged and removed prior to the execution of such judgment, such damages to include all costs of court and attorneys' fees.

## **12. INDEMNIFICATION**

12.1 SATA covenants and agrees to FULLY INDEMNIFY, DEFEND, and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, volunteers and representatives of the City, individually and collectively, from and against any and all costs, claims, liens,

damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of resulting from or related to SATA's activities under this Agreement, including any acts or omissions of SATA, any agent, officer, director, representative, employee, consultant or subcontractor of SATA, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of City, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT SATA AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVRNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

12.2 The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. SATA shall advise the City in writing within 24 hours of any claim or demand against the City or SATA known to SATA related to or arising out of SATA's activities under this Agreement and shall see to the investigation and defense of such claim or demand at SATA's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving SATA of any of its obligations under this paragraph.

### 13. INSURANCE REQUIREMENTS

13.1 Prior to the commencement of any work under this Agreement, SATA shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Parks and Recreation Department, which shall be clearly labeled "**San Antonio Tennis Association – all operations at McFarlin Tennis Center**" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must have the agent's signature and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Parks and Recreation Department. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

13.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

13.3 A SATA's financial integrity is of interest to the City; therefore, subject to SATA's right to maintain reasonable deductibles in such amounts as are approved by the City, SATA shall obtain and maintain in full force and effect for the duration of this Lease , and any extension hereof, at SATA's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

| TYPE  | AMOUNTS   |
|---|---|
| 1. Workers' Compensation<br>2. Employers' Liability   | Statutory<br>\$500,000/\$500,000/\$500,000  |
| 3. Broad form Commercial General Liability Insurance to include coverage for the following:<br>a. Premises/Operations<br>*b. Independent Contractors<br>c. Products/Completed Operations<br><br>d. Personal Injury<br>e. Contractual Liability<br>f. Damage to property rented by you | For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence;<br>\$2,000,000 <u>General Aggregate</u> , or its equivalent in <u>Umbrella</u> or <u>Excess Liability Coverage</u><br><br><br><br><br>f. \$100,000 |
| 4. Business Automobile Liability<br>a. Owned/leased vehicles<br>b. Non-owned vehicles<br>c. Hired Vehicles  | <u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence  |
| 5. Property Insurance: For physical damage to the property of Lessee, including improvements and betterment to the Leased premises, if applicable   | Coverage for a minimum of eighty percent (80%) of the replacement cost of Lessee's property.  |

13.4 SATA agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same insurance coverages required of SATA herein, and provide a certificate of insurance and endorsement that names the SATA and the CITY as additional insureds. Respondent shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

13.5 As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all endorsements thereto and may require the deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). SATA shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. SATA shall pay any costs incurred resulting from said changes.

City of San Antonio  
Attn: Parks and Recreation Department  
P.O. Box 839966  
San Antonio, Texas 78283-3966

13.6 SATA agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.
- Provide advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

13.7 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, SATA shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend SATA's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

13.8 In addition to any other remedies the City may have upon SATA's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order SATA to stop work hereunder, and/or withhold any payment(s) which become due to SATA hereunder until SATA demonstrates compliance with the requirements hereof.

13.9 Nothing herein contained shall be construed as limiting in any way the extent to which SATA may be held responsible for payments of damages to persons or property resulting from SATA's or its subcontractors' performance of the work covered under this Agreement.

13.10 It is agreed that SATA's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

13.11 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

13.12 SATA and any Subcontractors are responsible for all damage to their own equipment and/or property.

#### **14. DEFAULT AND REMEDIES**

14.1 The following events shall be deemed to be events of default by SATA under this Agreement:

- A. SATA, or its assigns, sublessees, or successors in interest, shall cease to exist;

B. SATA shall fail to pay to the City any money due and owing as provided for in this Agreement and such failure shall continue for a period of ten (10) days.

C. SATA fails to maintain its status as a 501c3 non-profit organization.

D. SATA shall fail to comply with any term, provision or covenant of this Lease, other than the payment of money, and shall not cure such failure within thirty (30) days after written notice thereof to SATA, unless SATA has undertaken to effect such cure within such thirty (30) day period and is diligently prosecuting the same to completion.

E. SATA initiates any modifications, construction or improvement(s) without prior written approval of City.

14.2 Upon the occurrence of an event of default as provided in this Agreement and after compliance with the procedures set forth herein, the City may declare this Agreement and all rights and interests created by it to be terminated, may seek any and all damages occasioned by the SATA's default hereunder, or may seek any other remedies available at law or in equity.

14.3 Upon the City's election to terminate this Agreement, the City, its agent or attorney, may take possession of the Premises and SATA shall make good any deficiency. Any termination of this Agreement shall not relieve SATA from the payment of any sum or sums that shall then be due and payable to the City, or any claim for damages then or theretofore accruing against SATA hereunder, and any such termination shall not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from SATA or any default thereunder. All rights, options and remedies of the City contained in this Agreement shall be construed and held to be cumulative and no one of them shall be exclusive of the other, and the City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law or at equity, whether or not stated in this Agreement. No waiver by the City of a breach of any of the covenants, conditions, or restrictions of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction herein contained.

14.4 SATA shall have the right, within thirty (30) days after the termination of this Agreement, whether such termination be by the expiration of the term or an earlier termination under any provision of this Agreement, to remove from the Premises all of its furniture, fixtures, equipment and furnishings and other property which are not the property of the City and have not become the property of the City as herein provided or by attachment to the Premises, and with respect to any damage caused thereby, it shall have the obligation to restore the Premises to its condition prior to such removal, and provided that, if any of SATA's property remains in or on the Premises after ninety (90) days following termination of this Lease and no renewal agreement has been executed, such property as remains thereon shall be deemed to have become the property of the City and may be disposed of as the City sees fit, without liability to account to SATA for the proceeds of any sale thereof.

## 15. MISCELLANEOUS

15.1 City reserves the right to enter the Premises at all reasonable times for the purposes of examining or inspecting the Premises.

15.2 SATA will conduct its operations and activities in a quiet and orderly manner and will observe and comply with all laws and ordinances pertaining to SATA's activities.

15.3 No advertisements, signs, decorations or displays will be placed in, on or about the Premises or McFarlin Tennis Center by SATA without the prior written approval of City. Temporary

signage acknowledging sponsors of tournaments will be allowed with the sign and location subject to the approval of City.

15.4 In the event that City provides notice to SATA that any employee, volunteer, or visitor of SATA may be reasonably deemed to be discourteous, objectionable or rude, to take immediate appropriate remedial action, including but not limited to, removal of the employee, volunteer or visitor from employment by SATA or from the Premises.

## **16. RELATIONSHIP OF PARTIES**

16.1 Nothing contained in this Agreement shall be deemed or construed by the parties or by any third party as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationships between the parties hereto other than that of landlord and lessee.

## **17. SEPARABILITY**

17.1 If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision of this Agreement that is illegal, invalid or unenforceable, there be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

## **18. NOTICES**

18.1 Notices to City required or appropriate under this Agreement shall be deemed sufficient if in writing and mailed, Registered or Certified mail, Postage Prepaid, or hand delivered, addressed to:

City of San Antonio  
Department of Parks and Recreation  
Contract Services Division  
114 West Commerce 11<sup>th</sup> Floor  
San Antonio, Texas 78205

or to such other address as may have been designated in writing by City from time to time.

Notices to SATA shall be deemed sufficient if in writing and mailed, Registered or Certified mail, Postage Prepaid, or hand delivered, addressed to:

San Antonio Tennis Association  
1503 San Pedro Avenue  
San Antonio, Texas 78212

Or at such other address as SATA may provide from time to time in writing to City.

## **19. ENTIRE AGREEMENT/AMENDMENT**

19.1 This Agreement, together with its attachments and the authorizing ordinance or ordinances, in writing, constitutes the entire agreement between the parties, any other written or parole agreement with City being expressly waived by Lessee. No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the parties hereto be in writing and adopted by ordinance. All amendments also need approval evidenced by an ordinance.

## **20. TEXAS LAW TO APPLY**

20.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.

#### **21. GENDER**

21.1 Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

#### **22. NON-DISCRIMINATION**

22.1 SATA covenants that it, or its agents, employees or anyone under its control, will not discriminate against any individual or group on account of race, color, sex, age, religion, national origin, or handicap, in employment practices or in the use of or admission to the Premises which discrimination SATA acknowledges is prohibited.

#### **23. PARTIES BOUND**

23.1 If there shall be more than one party designated as a lessee in this Agreement, they shall each be bound jointly and severally hereunder.

23.2 The covenants and agreements herein contained shall insure to the benefit of and be binding upon the parties hereto; their respective heirs, legal representatives, successors, and such assigns as have been approved by City.

#### **24. CAPTIONS**

24.1 The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and conditions of this Agreement.

#### **25. CONFLICT OF INTEREST**

25.1 SATA acknowledges that it is informed that the Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined therein, from having a financial interest in any contract with the City or any City agency such as City-owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, material, supplies, or services, if any of the following individual(s) or entities is a party to the contract or sale: a City officer or employee, or his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market values of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

**26. AUTHORITY**

26.1 The signer of this Agreement for SATA hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of SATA.

**LESSOR:**

**CITY OF SAN ANTONIO,  
A Texas Municipal Corporation**

By: \_\_\_\_\_  
Sheryl Sculley, City Manager

**LESSEE:**

**SAN ANTONIO TENNIS ASSOCIATION**

By:   
Title: PRESIDENT

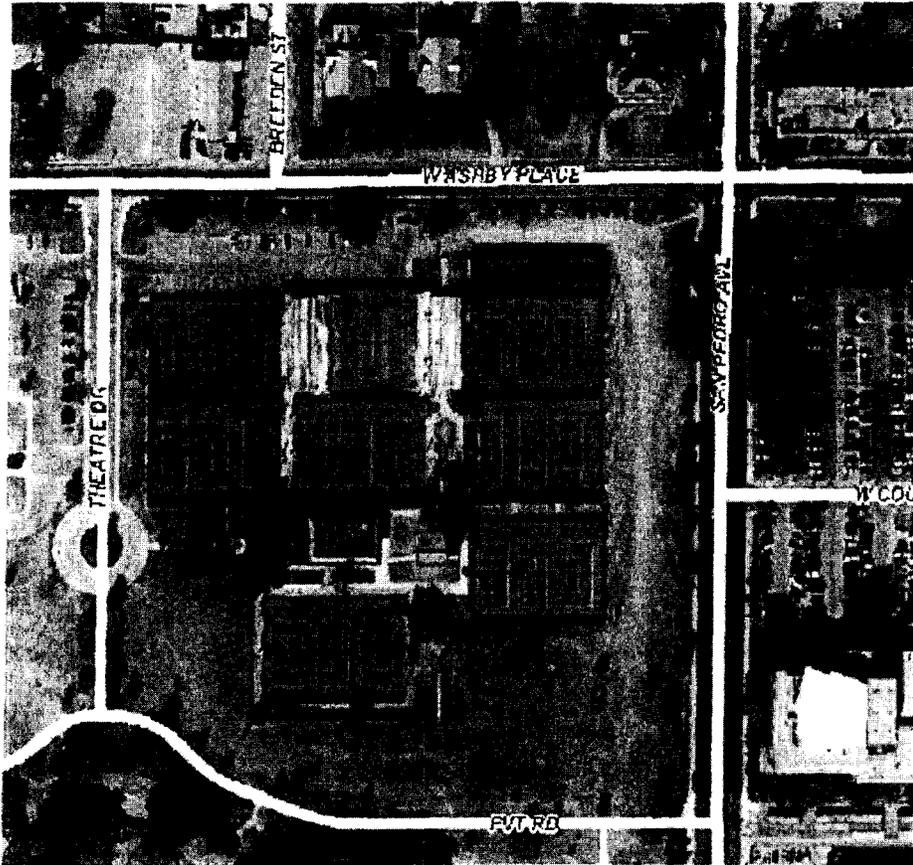
ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A – PREMISES**



|   |  |                             |
|---|--|-----------------------------|
|  | <p><b>Exhibit A</b></p> <p>Premises = Red Boundary</p> | <p>Printed Jan 04, 2012</p> |
|---|--|-----------------------------|

This report was prepared for the use of the client and is not to be used for any other purpose. The information contained herein is based on the best available information and is not a guarantee of accuracy. The client is responsible for the accuracy of the information provided. The information contained herein is not to be used for any other purpose. The information contained herein is not to be used for any other purpose. The information contained herein is not to be used for any other purpose.

The City of San Antonio property located in the San Pedro Park and containing a total of 289.20 square feet, N.C.B. 996.

BEGINNING from a mark in a concrete walk being the southeast corner of San Pedro Park

THENCE N 00 degrees 02' 45" W – 1098.30' on the west right-of-way of San Pedro to a point;

THENCE S 89 degrees 57' 15" W - 301.60' to corner of lease building and point of beginning;

THENCE S 89 degrees 57' 15" W – 23.90';  
S 00 degrees 02' 45" E – 12.10';  
N 89 degrees 57' 15" E – 23.90';  
N 00 degrees 02' 45" W – 12.10' to a point of beginning and containing +/- 289.20 square feet.