

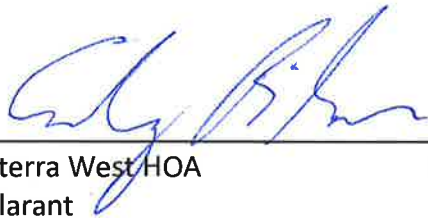
Bruce Zietlow
232 Copper Ln
Jarrell, TX 76537

Sonterra West HOA
PO Box 81
Jarrell, TX 76537

Re: Monthly Contract Labor

May 1, 2015

For a flat rate of \$650 per month, pick up trash and any garbage throughout community.
Agreement can be cancelled at any time with a 30-day written to either party.



Sonterra West HOA
Declarant
Andy Bilger

4/30/2015



Bruce Zietlow

4/30/2015

4/30/2015

THIS AGREEMENT (hereinafter referred to as the "Texas Lease Agreement") is made and entered into this 1st day of February 2015, by and between Sphere Realty and PM (hereinafter referred to as "Landlord") and Sonterra West Homeowner Association c/o Andy Bilger Declarant (hereinafter referred to as "Tenant." For and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. **PROPERTY.** Landlord owns certain real property and improvements located at 304 Sonterra Blvd, Ste 200 Unit - one space (hereinafter referred to as the "Property"). Landlord desires to lease the Premises to Tenant upon the terms and conditions contained herein. Tenant desires to lease the Premises from Landlord on the terms and conditions as contained herein.
- 2. **SPACE.** Each Space is defined as one Unit of approximately 100 square feet, full use of the common areas and conference room as needed and available. 24-hour access with alarm. All utilities are included.
- 3. **TERM.** This Texas Lease Agreement shall commence on February 1st, 2015 and shall continue as a lease for term. The termination date shall be on January 31, 2016 at 11:59 PM. The Lease will automatically renew for a one year term, unless written notice is provided to Landlord at least 30-days prior to the termination date, or extension thereof.
- 4. **RENT.** Tenant shall pay to Landlord the sum of \$400.00 per month, per Space, as Rent for the Term of the Agreement. Due date for Rent payment shall be the 1st day of each calendar month and shall be considered advance payment for that month. Weekends and holidays do not delay or excuse Tenant's obligation to timely pay rent.
 - a. Delinquent Rent. If not paid on the 1st, Rent shall be considered overdue and delinquent on the 2nd day of each calendar month. If Tenant fails to timely pay any month's rent, Tenant will pay Landlord a late charge of \$50.00 plus \$15.00 per day until rent is paid in full.
 - b. Prorated Rent. In the event that the Commencement Date is not the 1st of the calendar month, rent payment remitted on the Commencement Date shall not be prorated.
 - c. Returned Checks. In the event that any payment by Tenant is returned for insufficient funds ("NSF") or if Tenant stops payment, Tenant will pay \$50.00 Landlord for each such check, plus late charges, as described above, until Landlord has received payment. Furthermore, Landlord may require in writing that Tenant pay all future Rent payments by cash, money order, or cashier's check.
 - d. Order in which funds are applied. Landlord will apply all funds received from Tenant first to any non-rent obligations of Tenant including late charges, returned check charges, charge-backs for repairs, brokerage fees, and periodic utilities, then to Rent, regardless of any notations on a check.
 - e. Rent Increases. There will be no rent increases through the Termination Date. If this lease is renewed automatically, Landlord may increase the rent during the renewal period by providing written notice to Tenant that becomes effective the month following the 30th day after the notice is provided.
 - f. Place of Payment. Rent payments shall be delivered to the following address by the 1st of every month.

Make check out to:
Sphere Realty & PM

Deliver rent to:
Sphere Realty & PM
304 Sonterra Blvd, Ste 100
Jarrell, TX 76537

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5. **SECURITY DEPOSIT.** Upon execution of this Texas Lease Agreement, Tenant shall deposit with Landlord the sum of \$ 0, N/A receipt of which is hereby acknowledged by Landlord, as security for any damage caused to the Premises during the term hereof. Security Deposit shall not be used for last month's rent payment.

REFUND OF SECURITY DEPOSIT. Upon termination of the tenancy, all funds held by the landlord as security deposit may be applied to the payment of accrued rent and the amount of damages that the landlord has suffered by reason of the tenant's noncompliance with the terms of this Texas Lease Agreement or with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.

6. **USE OF PREMISES.** The Premises shall be used to store files and facility Declarant meetings as needed. Tenant shall be provided an access key to Premises and may access the Premises 24-hours a day. Tenant shall comply with any and all laws, ordinances, rules and orders of any and all governmental or quasi-governmental authorities affecting the cleanliness, use, occupancy and preservation of the Premises.
7. **CONDITION OF PREMISES.** Tenant stipulates, represents, and warrants that Tenant has examined the Premises, and that they are at the time of this Lease in good order, repair, and in a safe, clean and tenantable condition.
8. **ASSIGNMENT AND SUB-LETTING.** Tenant shall not assign this Texas Lease Agreement or sub-let or grant any license to use the Premises or any part thereof without the prior written consent of Landlord. A consent by Landlord to one such assignment, sub-letting or license shall not be deemed to be a consent to any subsequent assignment, sub-letting, or license. An assignment, sub-letting, or license without the prior written consent of Landlord or an assignment or sub-letting by operation of law shall be absolutely null and void and shall, at Landlord's option, terminate this Texas Lease Agreement.
9. **ALTERATIONS AND IMPROVEMENTS.** Tenant shall make no alterations to the buildings or improvements on the Premises or construct any building or make any other improvements on the Premises without the prior written consent of Landlord. Any and all alterations, changes, and/or improvements built, constructed or placed on the Premises by Tenant shall, unless otherwise provided by written agreement between Landlord and Tenant, be and become the property of Landlord and remain on the Premises at the expiration or earlier termination of this Texas Lease Agreement.
10. **NON-DELIVERY OF POSSESSION.** In the event Landlord cannot deliver possession of the Premises to Tenant upon the commencement of the Lease term, through no fault of Landlord or its agents, then Landlord or its agents shall have no liability, but the rental herein provided shall abate until possession is given. Landlord or its agents shall have thirty (30) days in which to give possession, and if possession is tendered within such time, Tenant agrees to accept the demised Premises and pay the rental herein provided from that date. In the event possession cannot be delivered within such time, through no fault of Landlord or its agents, then this Texas Lease Agreement and all rights hereunder shall terminate.
11. **HAZARDOUS MATERIALS.** Tenant shall not keep on the Premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the Premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
12. **UTILITIES.** All included in Lease.
13. **MAINTENANCE, REPAIR, AND RULES.** Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Texas Lease Agreement and any renewal thereof. Without limiting the generality of the foregoing, Tenant shall:
- a. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;

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- b. Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and shall use same only for the purposes for which they were constructed. Tenant shall not allow any sweepings, rubbish, sand, rags, ashes, or other substances to be thrown or deposited therein. Any damage to any such apparatus and the cost of clearing stopped plumbing resulting from misuse shall be borne by Tenant;
 - c. Deposit all trash, garbage, rubbish or refuse in the garbage containers. Tenant shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements;
 - d. Tenant shall be responsible for all repairs not specifically identified as Landlord's repairs.
14. **DAMAGE TO PREMISES.** In the event the Premises are destroyed or rendered wholly uninhabitable by fire, storm, earthquake, or other casualty not caused by the negligence of Tenant, this Texas Lease Agreement shall terminate from such time except for the purpose of enforcing rights that may have then accrued hereunder. The rental provided for herein shall then be accounted for by and between Landlord and Tenant up to the time of such injury or destruction of the Premises, Tenant paying rentals up to such date and Landlord refunding rentals collected beyond such date. Should a portion of the Premises thereby be rendered uninhabitable, the Landlord shall have the option of either repairing such injured or damaged portion or terminating this Lease. In the event that Landlord exercises its right to repair such uninhabitable portion, the rental shall abate in the proportion that the injured parts bears to the whole Premises, and such part so injured shall be restored by Landlord as speedily as practicable, after which the full rent shall recommence, and the Texas Lease Agreement continue according to its terms.
15. **ACCESS BY LANDLORD.** Landlord and Landlord's agents shall have the right at all reasonable times, and by all reasonable means, without notice, during the term of this Texas Lease Agreement and any renewal thereof to enter the Premises for the following purposes:
- a. Inspect the Property for condition;
 - b. Make repairs;
 - c. Show the Property to prospective tenants, prospective purchasers, inspectors, fire marshals, lenders, appraisers, or insurance agents;
 - d. Leave written notice;
 - e. Seize nonexempt property after default.

Landlord may prominently display a "For Sale" or "For Lease" or similarly worded sign on the Property during the term of this Lease or any renewal period.

If Tenant fails to permit reasonable access under this Paragraph, Tenant will be in default.

16. **PARKING:** TENANT _____ is not X is (check one) assigned a parking space. TENANT may only park a vehicle that is registered in the Tenant's name. TENANT may not assign, sublet, or allow any other person to use this space. This space is exclusively used for the parking of passenger automobiles by the TENANT. No other type of vehicle or item may be stored in the space without prior written consent of LANDLORD. TENANT may not park in any other common area on the premises.
17. **SUBORDINATION OF LEASE.** This Texas Lease Agreement and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

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18. **TENANT'S HOLD OVER.** If Tenant remains in possession of the Premises with the consent of Landlord after the natural expiration of this Texas Lease Agreement, a new tenancy from month- to-month shall be created between Landlord and Tenant which shall be subject to all of the terms and conditions hereof except that rent shall then be due and owing at \$ 400 per month and except that such tenancy shall be terminable upon fifteen (15) days written notice served by either party.
19. **SURRENDER OF PREMISES.** Upon the expiration of the term hereof, Tenant shall surrender the Premises in as good a state and condition as they were at the commencement of this Texas Lease Agreement, reasonable use and wear and tear thereof and damages by the elements excepted.
20. **QUIET ENJOYMENT.** Tenant, upon payment of all of the sums referred to herein as being payable by Tenant and Tenant's performance of all Tenant's agreements contained herein and Tenant's observance of all rules and regulations, shall and may peacefully and quietly have, hold and enjoy said Premises for the term hereof.
21. **INDEMNIFICATION.** Landlord shall not be liable for any damage or injury of or to the Tenant, Tenant's family, guests, invitees, agents or employees or to any person entering the Premises or the building of which the Premises are a part or to goods or equipment, or in the structure or equipment of the structure of which the Premises are a part, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all claims or assertions of every kind and nature.
22. **DEFAULT.** If Landlord breaches this Lease, Tenant may seek any relief provided by law. If Tenant fails to comply with any of the material provisions of this Texas Lease Agreement, other than the covenant to pay rent, or of any present rules and regulations or any that may be hereafter prescribed by Landlord, or materially fails to comply with any duties imposed on Tenant by statute, within seven (7) days after delivery of written notice by Landlord specifying the non- compliance and indicating the intention of Landlord to terminate the Lease by reason thereof, Landlord may terminate this Texas Lease Agreement. If Tenant fails to pay rent when due and the default continues for seven (7) days thereafter, Landlord may, at Landlord's option, declare the entire balance of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to Landlord at law or in equity or may immediately terminate this Texas Lease Agreement.
23. **ABANDONMENT.** If at any time during the term of this Texas Lease Agreement Tenant abandons the Premises or any part thereof, Landlord may, at Landlord's option, obtain possession of the Premises in the manner provided by law, and without becoming liable to Tenant for damages or for any payment of any kind whatever. Landlord may, at Landlord's discretion, as agent for Tenant, relet the Premises, or any part thereof, for the whole or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at Landlord's option, hold Tenant liable for any difference between the rent that would have been payable under this Texas Lease Agreement during the balance of the unexpired term, if this Texas Lease Agreement had continued in force, and the net rent for such period realized by Landlord by means of such reletting. If Landlord's right of reentry is exercised following abandonment of the Premises by Tenant, then Landlord shall consider any personal property belonging to Tenant and left on the Premises to also have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and Landlord is hereby relieved of all liability for doing so.
24. **ATTORNEYS' FEES.** Should it become necessary for Landlord to employ an attorney to enforce any of the conditions or covenants hereof, including the collection of rentals or gaining possession of the Premises, Tenant agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
25. **RECORDING OF TEXAS LEASE AGREEMENT.** Tenant shall not record this Texas Lease Agreement on the Public Records of any public office. In the event that Tenant shall record this Texas Lease Agreement, this Texas Lease Agreement shall, at Landlord's option, terminate immediately and Landlord shall be entitled to all rights and remedies that it has at law or in equity.
26. **GOVERNING LAW.** This Texas Lease Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Texas.

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27. **SEVERABILITY.** If any provision of this Texas Lease Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Texas Lease Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.
28. **BINDING EFFECT.** The covenants, obligations and conditions herein contained shall be binding on and inure to the benefit of the heirs, legal representatives, and assigns of the parties hereto.
29. **DESCRIPTIVE HEADINGS.** The descriptive headings used herein are for convenience of reference only and they are not intended to have any effect whatsoever in determining the rights or obligations of the Landlord or Tenant.
30. **CONSTRUCTION.** The pronouns used herein shall include, where appropriate, either gender or both, singular and plural.
31. **NON-WAIVER.** No delay, indulgence, waiver, non-enforcement, election or non-election by Landlord under this Texas Lease Agreement will be deemed to be a waiver of any other breach by Tenant, nor shall it affect Tenant's duties, obligations, and liabilities hereunder.
32. **MODIFICATION.** The parties hereby agree that this document contains the entire agreement between the parties and this Texas Lease Agreement shall not be modified, changed, altered or amended in any way except through a written amendment signed by all of the parties hereto.
33. **NOTICE.** Any notice required or permitted under this Lease or under state law shall be delivered to Tenant at the Property address, and to Landlord at the following address:

Sphere Realty & PM, 304 Sonterra Blvd, Ste 100, Jarrell, TX 76537 -512.746.8338

As to Landlord this 1st day of February 2015.

LANDLORD:

Sign: 

As to Tenant, this 1st day of February 2015.

TENANT

Sign: 

Print: Andy Bilger Declarant of SWHOA Date: _____