

## **Tenant's Warranties**

**In executing this lease, the tenant warrants that he is a member in good standing of the Alzafar Shriners. The tenant further warrants that he owns all improvement and other personal property, and structures present on the premises.**

**The tenant further warrants and agrees that nothing in this lease gives the tenant or any other person or party any legal or equitable ownership interest in the real property of Camp Alzafar.**

**Tenant also warrants and agrees that except as noted herein, nothing in this lease gives the tenant or any other person or party acting through the tenant, any legal or equitable right to be reimbursed for any expenses related to the presence, construction, maintenance, or loss of personal property at Camp Alzafar, including any improvements placed on the real property of the Camp by the tenant. This provision does not extend to damages to the tenant's property caused by grossly negligent acts or omissions of the Landlord or an agent of employee thereof acting within the scope of said individual's duties.**

# Camp Alzafar Lease Agreement

## Preamble—Entities, Persons, and Premises

Camp Alzafar (hereinafter the “Camp”) is a recreational area located in Kendall County, Texas. The Camp is owned by the Alzafar Shriners, (hereinafter “Landlord”), a registered Texas, non-profit, fraternal association. The Alzafar Shriners are formerly known as Alzafar Shrine Center and Alzafar Shrine Temple.

The Camp Alzafar Board of Trustees (hereinafter the “Board”) consists of the Potentate, Chief Rabban, Assistant Rabban, High Priest and Prophet, and Oriental Guide of the Alzafar Shriners. The Board, acting through the Potentate or collectively, has the independent authority to set the rules of Camp operation, the rules relating to the personal conduct of individuals present on the Camp, and otherwise govern all aspects of any issues related to the Camp. The Board’s authority also includes, and is not limited to, the authority to enter into contracts regarding the Camp, including leases, to terminate contracts, including leases, and to sue and defend in regard to any contract or other matter pertaining to Camp Alzafar.

As stated elsewhere herein, only members of the Alzafar Shriners may hold a lease at Camp Alzafar. All members of the Alzafar Shriners must also be members in good standing of the Masonic Order. Both parties to this lease agree and understand that the behavior of all Masons should first, and in most cases will, be governed by their Masonic obligations, but that the law and the interests of both signatories, as well as Shriners Hospitals for Children and Shriners International, require that agreement of the parties be reduced to a contractual document in the form of this lease.

This Lease Agreement is a contract and is entered into on \_\_\_\_\_ between the Alzafar Shriners (hereinafter: the “Landlord”) and \_\_\_\_\_ (hereinafter the “Tenant”). The Landlord hereby leases to the Tenant, and Tenant leases from Landlord, the leased premises (hereinafter referred to as "the leased premises" or "the premises") constituting **only** the real property located at and known as \_\_\_\_\_, Camp Alzafar, Kendall County, Texas.

## LEASE TERM

1.0 The initial term of this lease shall commence on \_\_\_\_\_ and end on \_\_\_\_\_.

This lease is not subject to automatic renewal. Unless terminated earlier as provided herein, the lease may be renewed by the agreement of both the Landlord and Tenant.

1.1 When the lease term expires or otherwise terminates, Tenant will, without damaging said premises, quit and surrender occupancy of the real property in, as good and as clean an order and condition as existed upon occupancy. Upon any such termination, Tenant shall immediately either remove all of Tenant's personal property, including structures placed on the premises ("Tenant's Property"), or place any remaining Tenant's Property up for sale. The tenant shall also immediately cease using the premises. Should the Tenant elect to sell Tenant's Property, Tenant agrees to make the property available for inspection, and Landlord will not unreasonably withhold assistance in that regard. If, within sixty days of the date of termination, Tenant has not removed Tenant's Property, no sale has taken place, and no other agreement with Landlord has been reached, Landlord shall have the right to remove and store all Tenant's Property on the premises not belonging to Landlord. Landlord may, for a period not to exceed thirty days, store the removed Tenant's Property at Tenant's expense. Tenant shall be allowed to take possession of all removed property if, within thirty days of removal, Tenant pays the reasonable and necessary removal and storage costs incurred by Landlord. Tenant agrees that any personal property, including any structure erected on the premises, belonging to the Tenant and present on the premises or held in storage by the Landlord more than 90 days after the termination of this lease is construed to have been abandoned by the Tenant. Tenant's Property construed to have been abandoned under this provision may be disposed of at the Landlord's discretion. Landlord shall not, under any circumstances, suffer any cost or expense arising from the proper termination of this lease or the removal, storage, or other disposition of Tenant's personal property.

1.2 Tenant may, with sixty days written notice, terminate the lease early. Said termination must be in writing and delivered in accordance with paragraph 19.0 herein. The provisions of paragraph 1.1 above apply to any such termination. If all of Tenant's personal property, including structures, are removed from the premises, or otherwise disposed of to Landlord's satisfaction, Landlord has incurred no other expenses or costs related to the termination, and all assessments, taxes, and other proper charges against the property have been paid, Landlord shall reimburse Tenant the remaining *pro rata* portion of the entire rent due under this lease.

1.3 Landlord may, in a manner consistent with the terms of this lease, and where applicable the rules and regulations applicable to Camp Alzafar, terminate this lease early. Tenant will be provided written notice of Landlord's intent to terminate and the reason, therefore. If the termination is related to a breach of regulations pertaining to Camp Alzafar and Tenant has not already had a hearing before the Board of Trustees of Camp Alzafar, Tenant will, upon written request, be provided an opportunity to personally appear before the Board of Trustees to appeal the determination to terminate the lease early. Should the basis for termination be other than a violation of the regulations pertaining to Camp Alzafar, the Tenant will, upon written request, be provided an opportunity to personally appear before the Board of Trustees to appeal the

determination to terminate the lease early.

1.4 When the Lease Term expires or otherwise terminates under this Agreement, if Tenant does not comply with paragraph 1.1 above, Tenant will become a tenant at will or suffice and Landlord will be entitled to initiate eviction proceedings in the Justice Court in the precinct where the Property is located or any other court of competent jurisdiction.

### **POSTPONED DELIVERY**

2.0 If, for any reason, the Landlord cannot give possession of the premises on the above beginning date, Landlord will not be subject to any liability, nor will the validity of this lease be affected, nor the lease term extended. Under these circumstances, the rent will be reduced, *pro rata*, to represent the actual period of occupancy. If occupancy is not tendered within thirty (30) days following the above beginning date, then at any time after that thirty (30) day period and before the Landlord tenders possession, Tenant may terminate this lease by written notice to the Landlord. When the Landlord receives the notice, all rights, and obligations of both parties under this lease will cease, except that Tenant must still remove any personal property or improvements placed on the premises by the Tenant.

### **RENT**

3.0 **Base Rent:** Tenant agrees to pay to Landlord at 901 N. Loop 1604 W., San Antonio, Bexar County, Texas 78232, or at such other location as Landlord may designate in writing, rent for the leased premises in the amount of \$900.00 per year in advance on or before the fifth day of January and continuing regularly thereafter on or before the fifth day of each succeeding January during the lease term.

3.1 **Rent Increase:** If this lease expires on \_\_\_\_\_, the rent may not be increased during the term of the lease. If this lease is scheduled to expire prior to \_\_\_\_\_, the parties may negotiate a new lease. To the extent that said new lease is applicable to the period up to and including \_\_\_\_\_, the rent shall be \$900.00 per year. Rental rates for the period beginning on \_\_\_\_\_ may increase.

3.2 **Late Payment:** There is no grace period for late payment of rent. If the rent is not paid by the fifth day of January of each year, Tenant shall be charged and shall pay a late charge of \$100.00 for each month or part thereof during which the rent is not paid. Said late charge for each succeeding month shall accrue on the fifth day of said month. Neither the imposition nor failure to collect said late charge shall preclude or limit the Landlord's right to terminate the lease for breach of contract or to impose any other penalty under the lease or the regulations governing the operation of Camp Alzafar.

3.3. **Other Penalties:** In addition to the late charge, termination of the lease, and any other penalty that may be imposed under this lease or the current regulations governing the operation of Camp Alzafar, a failure to pay the rent on time will automatically operate to immediately, and

without further action, suspend the Tenant's privilege to use common areas of the Camp and will automatically suspend Tenant from membership in the Camp Alzafar Association.

### **USE OF PREMISES**

4.0 Use: Camp Alzafar is a recreational, not residential, facility. The tenant will utilize and allow the utilization of the premises only for temporary visits to the Camp. The tenant is personally responsible for the conduct of all family members, guests, and others present on Camp Alzafar at his request or with his authority. Tenant shall take all reasonable steps to ensure that his conduct, the conduct of all family members, guests, and others present on Camp Alzafar at his request or with his authority, neither interferes with the reasonable use of Camp Alzafar by other entitled persons nor is offensive to them.

4.1 Without limiting the above, Tenant shall not permit the leased premises or any part of the leased premises to be used for: (a) the conduct of any offensive, dangerous, or excessively noisy activity; (b) any activity that would increase the premiums for fire insurance or other insurance on the leased premises or Camp Alzafar; (c) the creation or maintenance of a public nuisance; (d) anything that is against public law or any regulation or rule of any public authority with jurisdiction over the property; and, (e) any purpose or in any manner that will obstruct, interfere with, or infringe on, the rights of other tenants. Furthermore, this lease is also made upon and subject to the following specific conditions and covenants: (a) that Tenant shall obey and comply with all regulations, orders, directives, and policies promulgated for the government of said Camp, including the current Camp Alzafar Regulations and any subsequently made amendments thereto; (b) that Tenant shall continue to be a member in good standing of the Alzafar Shriners and all prerequisite bodies; and, that (c) Tenant shall at all times conduct himself in a gentlemanly and honorable manner consistent with his Masonic obligation and usages of proper conduct among members of the Masonic Order. This lease is also made upon and subject to the further conditions and covenants: (a) that the Tenant is responsible for the deportment and conduct of his family, guests, and any other person present at the Camp under his authority or sponsorship; (d) that no right, title or interest in this lease may be transferred by Tenant to any person or entity; (e) that, without Landlord's written permission, no installation of sewer facilities shall be made or maintained except upon approval of the plans therefore in writing by the Board; (f) that, where sewer lines are available, Tenant shall connect thereto without delay; (g) that use of the leased premises by any person other than the Tenant must be in accordance with this lease and the regulations promulgated by the Board and pertaining to the Camp; (h) that if an execution is levied upon said lease or any of Tenant's property at the Camp, Tenant files a bankruptcy action; or, Tenant no longer has a primary place of residence other than the leased premises, the lease shall terminate; (i) that all rent and assessments levied or charged by the Landlord shall be promptly paid as scheduled; and (j) that Tenant shall pay any and all taxes assessed against Tenant's property at the Camp. It is further understood and agreed that the leasing of the premises by the Tenant, entitles Tenant, his family, and others present under the Tenant's authority to, consistent with the regulations applying to the Camp, use the Camp's common areas, including but not limited to, the pavilion and club house, swimming pool, tennis court, and ball field. It is further understood and agreed that the Camp's recreational facilities are provided at the discretion of the Board, and the closure of such facilities constitutes neither a breach of this lease nor grounds for suit. The Landlord may or may not provide common areas

for use by the Tenant. To the extent that such common areas are provided, said use is to be subject to all rules and regulations which may be made by said Trustees. It is understood and agreed that the leased premises are leased for recreational purposes only and that the same are not to be used or occupied as a permanent or semi-permanent residence or for commercial purposes.

### ASSESSMENTS

5.0 Landlord may, from time to time, impose an additional assessment for the purposes of maintaining or improving the common areas and facilities of the Camp. Said assessment may not, in any lease year, exceed twenty-five (25%) per cent of the Tenant's rent for the year in which the assessment is imposed.

5.1 The imposition of an assessment does not relieve the Tenant of the requirement to pay rent, and the amount of the assessment may not be off set against any other amounts due Landlord by Tenant under this lease.

### LEASE CLAUSES AND COVENANTS

#### **A. Tenant agrees to:**

6.0 Except as provided elsewhere herein, lease the premises for the entire term beginning on the commencement date and ending on the termination date.

6.1 Accept the premises "AS IS", "WHERE IS" and "WITH ALL FAULTS". Tenant agrees that the premises, in their present condition, are currently suitable for Tenant's intended use. Tenant stipulates that Tenant has examined the leased premises and they are, at the date of this lease, in good order and repair and in a safe and clean condition.

6.2 Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including rules and regulations adopted by Landlord.

6.3 Pay, as additional rent, all other sums due under this lease.

6.4 Pay a late charge of \$100.00 per month for each month during which the rent remains unpaid after the fifth day of January of the year in which the rent becomes due.

6.5 Pay on time and in accordance with any applicable public law or regulation, all personal property taxes that come due on any personal property present on the Camp and owned by the Tenant. Said personal property is understood to include any cabin or trailer owned by the Tenant and present on the real property of the Camp.

6.6 Allow Landlord, at reasonable times and upon receipt of Landlord's written notice of intent to do so, to enter the premises and any structures located thereon to perform Landlord's obligations, inspect the premises, and show the premises to prospective purchasers or tenants.

6.7 Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.

6.8 Repair any damage to the premises caused by Tenant.

6.9 Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord. Otherwise, the Tenant must, at the Tenant's own cost and expense, maintain the leased premises and any Tenant-owned or controlled property thereon, in good order and repair and in a safe and clean condition. The Tenant shall keep the premises free from unsafe, unkempt, or unsightly conditions including, but not limited to, overgrown weeds and grass, trash, and improperly stored implements and tools.

6.10 Provide Landlord with proof of ownership of structures and other significant personal property attached to any structure present on the premises prior to the commencement of the lease period and maintain ownership of said personal property throughout the entire lease period. Said proof may consist of tax statements, bills of sale from prior owners, or similar documents.

6.11 Tenant shall obtain and maintain proof at the Landlord's office, of an appropriate policy of general liability insurance or a homeowner's policy, on the premises leased herein, which insures the Landlord against any claims of injury to persons or damage to property resulting from the condition or design or any defect of the premises and/or Tenant's Property, or conduct of the tenant, or their invitees or guests. **Tenant will also indemnify, hold Landlord harmless from any loss, attorney's fees, expenses, or claims arising out of the use of the premises and the common areas of the Camp, in accordance with the terms and conditions of the indemnity agreement contained herein (paragraph 12.0).**

6.12 Remain a member in good standing of Alzafar Shriners and all organizations in which membership is required as a prerequisite to being a member of Alzafar Shriners. In this respect, Tenant specifically understands and acknowledges that the Shriners International and/or Alzafar Shrine may alter current or impose new or greater requirements for membership in Alzafar Shriners. In the event that Shriners International or Alzafar Shriners does alter said requirements, the Tenant must comply with the new requirements within the time authorized by Shriners International or Alzafar Shrine by the end of the lease period in which the change occurs, whichever is earlier.

**B. Tenant agrees not to:**

7.0 Use the premises for any purpose not authorized herein or in the regulations applicable to the Camp.

7.1 (a) Create a nuisance; (b) interfere with any other person's reasonable use and enjoyment of a leasehold or Camp facilities; (c) interfere with Landlord's management of the Camp; (d) permit any waste of the property to occur; (e) use the premises in any way that creates a hazard or is likely to increase insurance premiums or void insurance coverage held by the Landlord or the Tenant; (f) use the premises for any purposes not permitted by this lease; (g) violate the regulations applicable to Camp Alzafar as set out by the Trustees; (h) violate any applicable

public law or regulation while present at the Camp; (i) allow the premises or any structure thereon to become a safety hazard; or, allow the premises or any structure thereon to present an unkempt or unsightly exterior appearance.

7.2 Significantly alter the premises, except with the permission of the Landlord.

7.3 Allow a lien to be placed on the premises.

7.4 Assign or otherwise transfer any interest under this lease or sublease any portion of the premises to any person or entity.

7.5 Without the prior written permission of the Landlord, allow the presence of a pet on the premise or elsewhere in Camp. To the extent that the presence of a pet is authorized, the pet must be leashed or otherwise suitably restrained when outside of a Tenant's structure located on the premises. Each Tenant must, at once, retrieve and in a sanitary fashion, remove all solid waste of his pet. Said waste is to be disposed of in accordance with the Landlord's waste management procedures, and Tenant shall not allow said waste to remain on the premises or the grounds of the Camp.

7.6 Store hazardous waste materials or dispose of any waste materials except in accordance with Landlord's waste disposal procedures.

7.7 Erect or install any antennas, satellite dishes, cable television access, or similar cabling or equipment without the prior written approval of the Landlord, which approval shall not be unreasonably withheld.

**C. Landlord agrees to:**

8.0 Lease the premises to Tenant at the rent and for the lease period stated herein.

8.1 Pay all real property taxes accruing against the real property owned by Landlord. Said real property is understood to exclude any cabin or trailer or other personal property present on the real property of Camp Alzafar but owned by any party other than Landlord.

8.2 Provide such common areas, including but limited to, the baseball field, tennis court, swimming pool, pavilion, and cookhouse, as, in the sole and entire discretion of the Landlord, are appropriate.

8.3 Make reasonable efforts to provide water services to the Tenant to the extent that the water system operating at the time this lease is executed continues to be authorized for operation by the appropriate governmental entity and continued operation can be safely maintained without increasing liability to the Landlord or in derogation of the interests of the Alzafar Shriners.

**D. Landlord agrees not to:**

9.0 Unreasonably interfere with Tenant's possession of the premises as long as Tenant



remains in compliance with the requirements of this lease and the regulations applicable to the Camp.

**E. Landlord and Tenant agree to the following:**

**10.0 Initial Purchase and Alterations.** Except in accordance with this lease, the regulations governing the Camp, and then only with the Landlord's prior approval, the Tenant will make no alterations to, or additions of any kind to, the premises, its fixtures (if any), or any structure present on the premises. The Landlord may refuse or condition its approval of proposed alterations or additions in any manner, and the Landlord's sole determination in this regard is conclusive. The Landlord shall not, however, unreasonably withhold its approval. Tenant's initial purchase of subsequent alteration of, or improvement to any structure present on the premises is at the Tenant's sole and entire risk. Landlord's approval of any such purchase, addition, or alteration does impose any liability on Landlord for any loss suffered by Tenant. Landlord may, at the termination of the lease, require that Tenant, at Tenant's sole expense, remove any structure or alteration, addition, or improvement thereto from the premises.

**10.1 Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent of each other. Except as otherwise provided, the Tenant shall not be entitled to abate rent for any reason.

**10.2 Casualty/Total or Partial Destruction.** (a) If the premises, as opposed to any of Tenant's property located thereon, are damaged by weather-related causes or force majeure, Landlord will, upon written request of the Tenant, restore the premises to substantially the same condition as existed before the casualty. Landlord shall not do so unless said restoration can be accomplished without damaging Tenant's property or the property of other Tenants. Landlord shall not be liable to Tenant for any damage to Tenant's property unless such damage is directly caused by the gross negligence of one of Landlord's employees, agents, or officers. The tenant may, if the premises are damaged and not restored, terminate this lease effective upon the date the premises were damaged. Under such termination, Landlord will reimburse Tenant for Tenant's pro rata share of the remaining rent. (b) Termination of the lease under this provision does not limit the Landlord's authority to require removal of all Tenant-owned structures and other property present on the premises, and the cost for such removal remains the sole responsibility of the Tenant.

**10.3 Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. Under such termination, Landlord will reimburse Tenant for Tenant's *pro rata* share of the remaining rent. (b) Termination of the lease under this provision does not limit the Landlord's authority to require removal of all Tenant-owned structures and other property present on the premises, and the cost for such removal remains the sole responsibility of the Tenant. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation. Nonetheless, the Landlord may, at its sole discretion, propose that Tenant receive reasonable compensation from any condemnation award or purchase. Such payment of said compensation must be approved by a majority of the members of the Alzarfar Shriners present and voting on the issue at a regular stated meeting. If the Landlord, in its sole

discretion, elects to make such a proposal, the appraised value will be determined by the Landlord and payment may only be made from funds received in the condemnation process. Said proposal must be made within one year from the date of the taking. No compensation shall be paid unless all charges payable under the lease, including those for the removal or storage of property, have been paid. Nothing in this provision creates a right or entitlement for compensation to be paid to Tenant in the event such condemnation or partial taking occurs. Notwithstanding any other provision of this agreement, Landlord retains the right to require the removal of all of Tenant's personal property present on the premises on a schedule consistent with the condemnation of the property.

**10.4 Sale or Encumbrance of Camp Alzafar.** The Alzafar Shriners have, in accordance with Public and Shrine Law, the right to sell or encumber the entirety of Camp Alzafar. To the extent that, acting in accordance with said law, the Camp is sold or encumbered, this lease is subordinate to all such sales or encumbrances. Should such a sale occur, or such an encumbrance be imposed, and a termination of this lease be thereby required, Landlord has the right, notwithstanding any other provision of this agreement, to terminate this lease with thirty days notice. Under such conditions, Tenant shall be reimbursed for *pro rata* rent and any other costs determined to be payable by a majority of the members of the Alzafar Shriners present and voting on any such payment proposal at a regular stated meeting. Said proposal must be made within one year from the date of the taking. No compensation shall be paid unless all charges payable under the lease, including those for the removal or storage of property, have been paid. Nothing this provision creates a right or entitlement for compensation to be paid to the Tenant in the event such an event occurs. Notwithstanding any other provision of this agreement, Landlord retains the right to require the removal of all of Tenant's personal property present on the premises on a schedule consistent with the sale or encumbrance agreement.

**10.5 Uniform Commercial Code.** Tenant grants Landlord a security interest in Tenant's personal property now or subsequently located on the premises. This lease is a security agreement under the Uniform Commercial Code and secures all payments due Landlord from Tenant under this lease.

**10.6 Default by Landlord/Events.** The Landlord is in default if the Landlord fails to perform a duty under this lease, a valid, written demand that Landlord comply with a provision of this lease, and said compliance is not forthcoming within thirty days of receipt of said demand.

**10.7 Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to sue for damages, and such other remedies as may be available in law or equity.

**10.8 Default by Tenant/Events.** Defaults by Tenant are:

- (a) failing to pay timely rent or other charge.
- (b) failing to comply with the terms of this lease or the regulations governing the Camp, including those related to conduct;
- (c) failing to remain a member in good standing in the Alzafar Shriners and all prerequisite bodies;
- (d) abandoning or vacating a substantial portion of the premises;
- (e) the Tenant's property at the Camp or the premises are, through the Tenant, levied on or attached by process of law;
- (f) the Tenant attempts to assign, transfer, or sublet any interest under this lease;
- (g) a receiver is appointed for any of Tenant's property, or Tenant files any

bankruptcy action; (h) the Tenant fails, within ten days of receipt, to cure any deficiency identified in a cure notice Landlord may elect to send to Tenant; and, (i) Tenant fails, after all administrative challenges provided for under regulations pertaining to the Camp have been exhausted, to comply with the terms of any disciplinary or punitive action taken under said regulations.

**10.9 Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are all remedies available under law and consistent with the provisions of the *Texas Property Code*: (a) the right to enter and take possession of the premises and remove Tenant's property therefrom; (b) the right to terminate the lease, sue for damages, and require the Tenant to remove all of Tenant's property from the premises; (c) the right to change or pick and the locks on Tenant's property on the premises; and, (d) the right to enter the premises and perform Tenant's obligations. Landlord may enter Tenant's property and take possession of the premises by self-help and may lock out Tenant or any other person who may be occupying the premises, until the default is cured, without being liable for damages. If, in any such case, Landlord terminates the lease due to Tenant's default, Landlord is entitled to recover from Tenant all costs related to the removal of Tenant's property, restoration of the premises, and the re-letting of the property. If, for any reason, Tenant fails or refuses to remove his personal property from the premises after the lease has been terminated or has expired, the Landlord may remove Tenant's property. If said property is subsequently sold by Landlord, Tenant shall receive the proceeds of such sale to the extent that the sale price exceeds the cost accrued by the Landlord.

**10.10 Default/Waiver/Mitigation.** It is not a waiver of default if the non-defaulting party fails to immediately declare a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

**10.11 Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant shall become a tenant at will and shall vacate the premises within thirty days of receipt of Landlord's demand that Tenant vacate the premises. The tenant will remain responsible for all charges and rent that become due during the holdover period.

**10.12) Entire Agreement.** This lease, together with any Camp regulations, and any attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

**10.13 Camp Regulations.** At the time of the execution of this Agreement there exists, and Landlord's Board of Directors shall from time to time in the future adopt, rules and regulations (the "Camp Regulations") which, upon execution hereof and/or upon future adoption, shall be, and/or become, a part of this Lease Agreement and fully incorporated herein by reference.

**10.14) Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

**10.15) Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no

warranties that extend beyond those expressly stated in this lease.

10.16) **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

10.17) **Abandoned Property.** Consistent with paragraph 1.1 herein, Landlord may retain, destroy, or dispose of any of the Tenant's property left on the premises at the end of the lease term for a period exceeding ninety days. Tenant will pay Landlord, on demand, all expenses incurred in such disposition, including reasonable charges for storage, but Landlord has no obligation to provide storage for or sell the property. Tenant, however, expressly consents to Landlord's sale, discard, or any other disposition of the property. If the Landlord elects to sell the property and if the sale price exceeds all costs and expenses incurred by Landlord and other charges due under the lease, Landlord will pay such excess to the Tenant.

10.18) **Extension Option.** No extension of this lease is authorized unless such extension is written and signed by both the Tenant and the Landlord.

10.19) **Attorney's Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

10.20) **Texas Law to Apply.** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this lease are performable in Kendall County, Texas. The venue for the enforcement of this agreement shall be in Kendall County, Texas.

### **RESPONSIBILITY FOR LIABILITY CLAIMS**

11.0 Tenant specifically agrees that neither Shriners Hospitals for Children, Shriners International, Alzafar Shriners nor their officers, employees, agents, or members shall be liable to Tenant or any other party for any injury, including death, serious bodily harm, property damage, or any other loss arising out of any individual's presence on or use of the Camp or the premises. Tenant specifically agrees that neither Landlord nor its officers, employees, agents, or members shall be liable to Tenant or any other party for any injury, including death, serious bodily harm, property damage, or any other loss arising out of any individual's presence on or use of the Camp or the premises, provided said loss was not occasioned by the gross negligence of the Landlord or an agent or employee of Landlords working within the scope of his agency or duties.

### **INDEMNITY AGREEMENT**

12.0 **Tenant agrees to defend, indemnify, and hold harmless Shriners Hospitals for**

**Children, the Shriners International or Alzafar Shriners and all officers, employees, agents, and members thereof from any and all liability for any loss or injury, including death, serious bodily harm, property damage, and any other loss, arising out of the use of or presence on the premises of Camp Alzafar by Tenant, Tenant's family, Tenant's guests, or any other party present under Tenant's authority or at his invitation. Tenant agrees to defend, indemnify, and hold harmless Landlord and all officers, employees, agents, and members thereof from any and all liability for any loss or injury, including death, serious bodily harm, property damage, and any other loss, arising out of the use of or presence on the premises of Camp Alzafar by Tenant, Tenant's family, Tenant's guests, or any other party present under Tenant's authority or at his invitation, provided said loss was not occasioned by the gross negligence of the Landlord or an agent or employee of Landlords working within the scope of his agency or duties.**

### **SALE, ASSIGNMENT AND SUBLETTING**

13.0 Tenant shall not assign, sublet, or otherwise transfer any interest under this lease to any other person or entity.

13.1 Subject to approval of the Landlord's Board of Trustees, the Tenant may, during the term hereof, or any extended term, or within 60 days of the expiration of the term or any extended term, as long as Tenant is not in default hereunder, sell any structure and other improvements owned by Tenant that exists on the leased premises to another qualified person. In making its decision to approve such a sale, the Landlord's Board of Trustees may impose any conditions and may take into consideration anything they deem material and appropriate, including, but not limited to, qualification of the Tenant's buyer and the condition of the improvements that are proposed to be sold. If the structure and/or other improvements are to remain on the lease premises, the Purchaser must enter into the current form of the Camp Alzafar Lease Agreement with Landlord.

13.2 Landlord may assign any or all of Landlord's interest under the terms of this lease.

### **RIGHT OF INSPECTION**

14.0 Landlord and Landlord's agents have the right, at all reasonable times during the term of this lease, to enter the leased premises for the purpose of inspecting them and all buildings and improvements on the leased premises. When practicable, Landlord will make reasonable efforts to provide advance notice of said inspections.

### **RIGHT OF ENTRY FOR REPAIRS AND RELETTING OF PREMISES**

15.0 Landlord reserves the right to enter the premises and all structures thereon at all

reasonable hours (and if in Landlord's opinion an emergency exists requiring immediate action, at any time) to conduct repairs, or carry out any work or activities concerning the safety, protection, or preservation of the premises. When practicable, Landlord will make reasonable efforts to provide advance notice of said work. Landlord may, upon receipt of a non-renewal notice from Tenant or upon termination of the lease, at any reasonable time during the last sixty (60) days of the lease term, enter the premises and any structure thereon to exhibit them to prospective tenants. When practicable, Landlord will make reasonable efforts to provide advance notice of said visits.

### **JOINT AND SEVERAL TENANCY**

16.0 Only one person may execute this lease. Joint and several tenancy is not authorized.

### **RIGHTS AND REMEDIES CUMULATIVE**

17.0 The rights and remedies provided by this lease agreement are cumulative, and the use of anyone's right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. These rights and remedies are given in addition to any other rights or remedies the parties may have by law, statute, ordinance, or otherwise.

### **WAIVER OF BREACH**

18.0 The waiver by either party of any breach of any provision of this lease shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this lease.

### **NOTICES AND ADDRESSES**

19.0 All notices to be given under this agreement will be given by certified mail or registered mail, addressed to the proper party, at the following address:

Recorder  
Alzafar Shriners  
901 N. Loop 1604 W.  
San Antonio, Texas 78232

### **LEGAL CONSTRUCTION**

20.0 If any one or more of the lease provisions are for any reason held invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision of this lease, and the lease will be construed as if it had never included the invalid, illegal, or unenforceable provision.

### **PRIOR AGREEMENTS SUPERSEDED**

21.0 This agreement constitutes the only agreement of the parties to this lease and supersedes

any prior understandings or written or oral agreements between the parties respecting this subject matter.

**TIME OF ESSENCE**

22.0 Time is expressly declared to be of the essence in this lease.

**RULES AND REGULATIONS**

23.0 Tenant agrees to comply with all regulations and policies promulgated by or under the authority of the Board and pertaining to the Camp. Tenant further agrees to ensure that all of Tenant's family members, guests, and others present at the Camp under Tenant's authority comply with all regulations and policies promulgated by or under the authority of the Board. Said regulations and policies are incorporated herein by reference. Violation of any of the regulations or policies shall, in the sole discretion of the Landlord, be grounds for immediate termination of the Lease. A copy of the current regulations governing Camp Alzafar is attached hereto. Tenant confirms that Tenant has received and read said regulations and that Tenant, Tenant's family members, guests, and others present at the Camp under Tenant's authority are all familiar with and bound by said regulations and any subsequent amendments thereto and that Tenant is personally responsible for the conduct of said persons.

**OTHER REMEDIES**

24.0 Nothing in this agreement precludes either party from seeking other remedies, either in law or equity.

**CERTIFICATION**

By executing this lease, Tenant hereby certifies that he is a member in good standing of Alzafar Shriners, and \_\_\_\_\_ Masonic Lodge Number \_\_\_\_\_, located in

\_\_\_\_\_, Tenant further agrees to inform Landlord, within thirty days of the event, if Tenant’s membership in either body terminates or is suspended.

**READ, UNDERSTOOD AND AGREED:** The Tenant states that he has read and understood each and every page of this AGREEMENT, as evidenced by Tenant's initials on each page, and, in the exercise of independent judgment, and after having had every portion of this Lease explained satisfactorily to Tenant, agrees to all of the terms and conditions stated herein.

IN WITNESS OF THIS AGREEMENT, the Landlord and the Tenant execute this agreement as of the day and year first above written.

TENANT:

By: \_\_\_\_\_ date: \_\_\_\_\_  
[signature]

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

ALZAFAR SHRINERS (LANDLORD)

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

Michael Barnes  
Recorder