

**LEASE AGREEMENT  
LLANO COUNTY COMMUNITY CENTER  
ASSOCIATION, INC. AND COUNTY OF LLANO**

**1.**

**PREAMBLE – ENTITIES AND PREMISES**

This Lease Agreement is made and entered into this 23 day of ~~February~~, 2026 at Llano, Llano County, Texas by and between ~~THE COUNTY OF LLANO~~ through its Commissioners Court, hereinafter referred to as LESSOR, and LLANO COUNTY COMMUNITY CENTER ASOCIATION, INC., a non-profit Texas corporation, hereinafter referred to as LESSEE. LESSEE leases from LESSOR, the premises referred to in this Lease as the “Leased Premises”, which consists of the area known as the Llano County Community Center and grounds, the rodeo arena and all improvements, parking lots and parking acreage, camping area east of the rodeo arena, and all other facilities and areas customarily used by and connected with the LLANO COUNTY COMMUNITY CENTER. This property is situated adjacent to the Robinson City Park, west of Llano in Llano County, Texas.

**2.**

**TERM**

The term of this Lease is for FIVE (5) years and shall commence on March 1, 2026 and end on February 28, 2031, unless terminated earlier by LESSOR as provided in this Lease.

**3.**

**LEASE OPTIONS**

LESSOR hereby grants to LESSEE first option to re-lease the premises at a negotiated price and on negotiated terms for an additional five (5) year period by giving to LESSOR in writing six (6) months notice of its intention to exercise this option.

**4.**  
**RENT**

LESSEE shall pay to LESSOR at the County Treasurer's Office, Llano, Texas 78643, or at such other place as LESSOR may from time to time designate by written notice served on LESSEE, without deduction or offset of any kind, as rent for the Leased Premises, the sum of \$1200.00 for each lease year of the term, the first such payment being due on the date of the signing of this Lease, and continuing thereafter on or before the 1<sup>st</sup> day of March in each and every lease year.

**5.**  
**UTILITIES**

LESSEE shall pay promptly as they become due; all charges for the furnishing of water, electricity, sewerage service, garbage service, gas service, telephone service and any other utilities or services used in the operation of the Leased Premises and shall indemnify and hold LESSOR harmless from any penalty or liability resulting from LESSEE'S nonpayment of such charges.

**6.**  
**TAXES**

LESSOR agrees to pay all taxes of every nature levied or assessed during the term of this Lease on the Leased Premises, if any, promptly and as they become due, and shall indemnify and hold LESSEE harmless from any penalty or liability resulting from LESSOR'S nonpayment of such taxes.

**7.**  
**USE OF THE LEASED PREMISES**

The Leased Premises, save and except for paragraph 2, shall be used by LESSEE and its invitees solely and exclusively for the purpose of promoting, planning, supporting and/or conducting civic events and public or private activities for both adults and youth through the use of the Llano County Community Center and its facilities previously described in the Lease. Such events and activities may include, but not be limited to, rodeos and related sports; livestock shows and related events; the promotion of arts and crafts and related activities; tourism, fine

arts; drama; legitimate cultural and social; and fund-raising events for legitimate purposes.

Lessee agrees that the Lessor shall be entitled, upon thirty (30) days written notice, to use the premises for eight (8) days per calendar month for any governmental purpose.

## **8. INCOME TO LESSEE**

LESSEE shall have the exclusive right to rent, contract with, or permit the use of the Leased Premises or any part thereof to any person, organization, or entity, public or private, referred to in this Lease Agreement as its invitees, for the purposes expressed in Paragraph 7 above. No person, organization, or entity shall rent, or otherwise use the Leased Premises for a period of more than fourteen (14) consecutive days without written consent of LESSOR. Any income, fees, money or property received by LESSEE shall become the property of the LESSEE, and shall not be assigned, loaned, or given to any individual, group, or entity for any private purpose or benefit, but shall be used only for the legitimate purposes of the LESSEE as described in its Articles of Incorporation and By-Laws, and this Lease Agreement. LESSEE shall submit to LESSOR its annual financial reports no later than November 1<sup>st</sup> indicating its non-profit status of each lease year for verification of its non-profit status, and shall permit inspection of its books and records by the County Auditor or their designee at the place where its books and records are normally kept, at reasonable times within not less than three nor more than seven days advance notice to Lessee given by the County Auditor.

## **9. GRANTS AND GIFTS**

LESSEE shall have the right to apply for and receive grants, gifts and donations of money, labor, or property for the purpose of carrying out the provisions for the use of the Leased Premises, and any money or other donations received by LESSEE shall become the property of LESSEE.

## **10. DESTRUCTION OF PREMISES**

Should any buildings or improvements on the Leased Premises be damaged or destroyed by fire, the elements, acts of God, or by other causes not the fault of

LESSEE or by any person who is in or about the Leased Premises with the express or implied consent of LESSEE, they shall be repaired or replaced by LESSOR at LESSOR'S own cost and expense, subject to the provisions for insurance coverage in Paragraph 13. Provided, however, that if the cost of repairing or restoring any buildings or improvements so damaged or destroyed exceeds eighty (80%) percent of the replacement cost of all buildings and improvements now located on the Leased Premises, LESSOR has the option either to repair and restore the damaged buildings and improvements or to cancel this Lease.

**11.**  
**REPAIR OF PREMISES**

During the term of this Lease, LESSEE shall, at its own cost and expense as necessary, undertake routine maintenance and repairs to the facilities and LESSEE agrees to keep and maintain Leased Premises in reasonably clean and sanitary condition. Repair or replacement of the roof, plumbing, electrical, cooling and heating units, sewerage system structure, and other major repairs in excess of \$4,000.00 in any one calendar year shall be the responsibility of LESSOR upon approval by LESSOR, and LESSOR'S responsibility shall not exceed \$8,000.00 in any one calendar year. LESSOR agrees to keep Leased Premises in safe condition and good repair and LESSOR may, upon a finding of necessity, approve additional expenditures for major repairs if provided in LESSOR'S Annual Budget. LESSEE shall give to LESSOR prompt notice of any repairs needed on the Leased Premises that may come to its attention and which are the responsibility of LESSOR.

**12.**  
**RIGHT OF ENTRY FOR REPAIRS**

LESSOR shall have the right to enter the Leased Premises for the purpose of repairing or improving the premises or carrying out any work or activities in connection with the improvement, safety, protection, or preservation of the Leased Premises only after giving LESSEE five (5) days advance notice. If, however, in the opinion of LESSOR, an emergency exists requiring immediate action, LESSOR may enter the premises at any time and without advance notice for the purpose of inspection and/or making such emergency repairs.

**13.**  
**INSURANCE – INDEMNITY**

LESSOR agrees to purchase and maintain in full force and effect during the term of this Lease complete insurance coverage for fire, extended coverage for building and contents, liability, and any other insurance necessary for the operation of the entire Leased Premises. LESSEE agrees to keep and maintain liability insurance for use of entire leased premises in an amount at least equal to the limit of liability as specified in Chapters 75 or 101 Texas Civil Practice and Remedies Code, or any applicable statute. LESSEE agrees to protect, indemnify, and hold LESSOR harmless from any and all liability, claims, demands, and causes of action of any nature whatsoever and any expense incident to defense by LESSOR of any such demand or action for damages, injury to or death of persons or invitees or loss or damage to property resulting from the lawful use of the Leased Premises or lawfully occurring on the Leased Premises unless such injury and/or damage to property is a proximate result of the willful or gross negligent conduct of LESSOR so long as LESSEE uses or remains in possession of the Leased Premises. LESSEE shall provide proof of insurance within 30 days prior to the annual lease anniversary date to the County Judges' Office.

**14.**  
**ALTERATION OR IMPROVEMENT OF PREMISES**

LESSEE shall make no alterations, additions, or improvements of any kind to the Leased Premises or its fixtures or equipment, other than routine maintenance, without LESSOR'S prior written consent, which LESSOR may condition in any manner, or may refuse, in accordance with its sole determination, which shall be conclusive. Any alterations, additions or improvements which may be approved by LESSOR shall be at the expense of LESSEE unless otherwise agreed to in writing by the parties, and any additions, alterations, or improvements placed on the Leased Premises shall become LESSOR's property and shall remain on the premises on termination of this Lease, except those alterations, additions or improvements paid for by LESSEE that can be removed without harming the Leased Premises. Should LESSEE make any alterations, additions or improvements to the Leased Premises without the express written consent of LESSOR, the full cost of restoring the Leased Premises to its prior condition shall be borne by LESSEE and promptly paid on written demand to LESSOR.

**15.**  
**COMPLIANCE WITH LAW**

LESSEE and its invitees shall comply with all local ordinances, licensing and governmental regulations, and with any direction of any public officer, pursuant to law, which imposes any duty on LESSEE with respect to the occupation of the Leased Premises. Any failure of LESSEE to comply with this provision shall constitute an act of default and LESSOR may exercise its right to terminate this Lease.

**16.**  
**END OF TERM**

Upon the expiration or other termination of this Lease, LESSEE shall quit and surrender to LESSOR the Leased Premises in as good and as clean order and condition as they were in at the commencement of the term and, to the extent required by LESSOR, any alterations, additions, or improvements made by LESSEE and not considered the property of LESSOR shall be removed by the LESSEE and the Leased Premises restored to their condition at the commencement of the term. In the event that any repairs, restoration, or cleaning is required, they shall be the responsibility of LESSEE, and shall be performed within fifteen (15) days after termination of this Lease. LESSEE'S obligation under this paragraph shall survive the expiration or other termination of the term of this Lease.

**17.**  
**DEFAULT: LESSOR'S RIGHT TO TERMINATE**

If LESSEE defaults in the payment of rent for a period of more than thirty (30) days, or in the prompt and full performance of any provision of this Lease, or if the lease-hold interest of LESSEE be levied on or attached by process of law, or if LESSEE abandons the premises then, in any such event, LESSOR may, if it so elects, on written notice to LESSEE, either forthwith terminate this Lease or, without terminating this Lease, forthwith terminate LESSEE'S right to possession of the Lease Premises until the default is cured.

**18.**  
**REPOSSESSION OF LEASED PREMISES**

On any termination of this Lease, or on any termination of LESSEE'S right to possession without termination of the Lease until the default is cured, LESSOR

may enter and repossess the Leased Premises and remove any and all of LESSEE'S property from the premises without being deemed guilty of trespass, eviction, forcible entry or detainer.

Further, Lessee agrees to immediately vacate the premises upon the county judge issuing an emergency declaration and requiring the use of the premises to ensure the health and safety of citizens and visitors. Lessee agrees to its dispossession of the premises upon the commissioners' court ratification of the emergency declaration and a determination that the premises are still necessary to ensure the health and safety of citizens and visitors.

**19.**  
**REIMBURSEMENT OF LESSOR'S EXPENSES**

LESSEE shall pay on demand all of LESSOR'S expenses, including attorney's fees, incurred in enforcing LESSEE'S obligations under this Lease.

**20.**  
**ASSIGNMENT**

Neither LESSEE or LESSOR shall have the right without the prior written consent of the other party to assign this Lease, or any interest in it.

**21.**  
**PARTIES BOUND**

This Lease shall be binding upon and inure to the benefit of the parties to the Lease and their respective legal representatives, successors, and assigns where permitted by this Lease.

**22.**  
**TEXAS LAW TO APPLY**

This Lease 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 Llano County, Texas.

**23.**  
**PRIOR AGREEMENTS SUPERSEDED**

This Lease constitutes the sole and only agreement between the parties to this Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

**24.**  
**AMENDMENT**

No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same be in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

**25.**  
**NOTICES**

Notices required under this Lease shall be sent to LLANO COUNTY COMMUNITY CENTER ASSOCIATION, INC., P. O. Box 536, Llano, Texas 78643 and THE COUNTY OF LLANO, % County Judge, 801 Ford Street, Llano, Texas 78643.

**EXECUTED** this the 23 day of January, 2026.

**LESSEE:** Llano County Community Center Association, Inc.

Ron Winkler, President

**LESSOR:** County of Llano, Llano County Commissioners Court

Ron Cunningham, County Judge