

Notice is hereby given that Jim Wells County is currently accepting sealed bids for operation of the snack bar/coffee shop at the County Courthouse. The snack bar/coffee shop shall serve a traditional breakfast menu and shall be open at a minimum from 7:30 a.m. until 10:00 a.m. during regular business hours. All Bids are subject to the Terms, Conditions, & Provisions, of this solicitation. Bid packages are due before 4:00 p.m. (Central time), on May 5th, 2022. Bids received after the due date and time will not be accepted. All Bids will be formally opened and read publicly at the regular meeting of the Jim Wells County Commissioners' Court on May 9<sup>th</sup>, 2022. Please see the attached contract/lease agreement for the terms and conditions which the successful bidder will be required to comply with. The attachment should be printed or may be picked up at the Office of the Jim Wells County Judge. The form shall be completed with the proposed monthly rental amount filled in by the bidder. The completed form shall be submitted to the Office of the Jim Wells County Judge by the deadline stated above. Jim Wells County reserves the right to reject any and all bids, to waive defects and formalities in such bid.

## LEASE AGREEMENT

This lease agreement, entered into and shall commence on February 1, 2020, by and between Jim Wells County, a Texas governmental entity located in Alice, Texas ("Lessor"), and ("Lessee") provides as follows;

Whereas Lessor warrants and represents that it owns the Jim Wells County Courthouse located in the City of Alice, Texas; and

Whereas Lessor wishes to lease to Lessee, and Lessee wishes to lease from Lessor, under the terms and conditions of this agreement, approximately 225 square feet of space in the Building being the Snack Bar/Kitchen area and having been traditionally used as the courthouse coffee shop and snack bar;

Therefore, the parties agree as follows:

1. The Premises. Lessor hereby agrees to lease to Lessee, and Lessee hereby leases from Lessor, the following described premises: approximately 225 square feet of space in the Building being the area having been traditionally used as the courthouse coffee shop and snack bar.
2. Term. The term of this lease shall commence on the date of occupancy of the Premises by Lessee and shall continue for a period of 12 months. Lessee may terminate this lease at any time by giving thirty (30) days written notice of intent to terminate to Lessor.
3. Rent. Lessee agrees to pay Lessor monthly rent during the term of this Lease in the amount of \$\_\_\_\_\_ per month, payable on the first day of each month during the term of this Lease, with payments to be made by personal delivery to Lessor's office, postmarked not later than the first day of each month during the term of this lease.
4. Notice. Wherever in this lease it is required or permitted that notice or demand be given or served by either party on the other, such notice or demand shall be deemed given or served when written and hand delivered, or deposited in the United States Mail, certified, return receipt requested, postage prepaid, addressed as follows:

To Lessor at:  
Jim Wells County Judge, 200 N. Almond St., Suite 101  
Alice, Texas 78332

To Lessee at:  
\_\_\_\_\_, Alice, Texas 78332

5. Possession. Lessor promises to place Lessee in peaceful possession of the Premises, and Lessee, by taking possession of the Premises, will have acknowledged that the Premises are in satisfactory and acceptable condition.
6. Use. Lessee shall use the Premises as coffee shop/snack bar, and shall not use or permit the Premises to be used for any other purpose. The coffee shop/snack bar shall serve a traditional breakfast menu and shall be open at a minimum from 7:30 a.m. until 10:00 a.m. Monday through Friday
7. Compliance with Laws. Lessee agrees to observe all laws and governmental regulations applicable to its use of the Premises, together with all reasonable rules and regulations that may be promulgated by Lessor from time to time. Lessee shall obtain all necessary permits at its expense.
8. Alterations by Lessee. Lessee agrees that Lessee will make no alterations to the Premises without the prior written consent of the Lessor.
9. Care of the Premises. Lessee agrees to take good care of the Premises.
10. Liability. Lessee agrees that Lessor shall not be liable for any damage or injury to persons or property arising out of the use of the Premises by Lessee, its agents and employees, invitees, or visitors except that occasioned by the negligence or act of Lessor, its agents, employees, servants, contractors, or subcontractors. Lessee will indemnify and save Lessor harmless from all liability and loss on account of any such damage or injury.
11. Lessor's Right to Inspect. Lessee agrees to permit Lessor and its authorized representatives to enter the Premises at all reasonable times during usual business hours for the purpose of inspection, or for the making of any necessary repairs for which the Lessor is responsible or feels necessary for the safety and preservation of the Premises or for the performance of any work on the premises that may be necessary to comply with any laws or regulations or any public authority.
12. Fixtures and Personal Property. Any currently installed trade fixtures, equipment, or personal property installed in or permanently attached to the Premises, Building, or Parcel shall be and remain the property of Lessor
13. Utilities. Lessor agrees to provide, at its expense, to or for the Premises, adequate heat, electricity, water, air conditioning, replacement light tubes, trash removal service, and sewage disposal service, in such quantities and at such times as is necessary to Lessee's comfortable and reasonable use of the Premises.

14. Assignment and Subletting. Lessee may not sublet or assign its interest under this Lease without the written consent of Lessor.
15. Default by Lessee. Should Lessee at any time be in default with respect to payment of rent for a period of ten days after written notice from Lessor or should Lessee vacate and abandon the Premises, Lessor in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Premises, and this lease shall be deemed terminated.
16. Option to Renew. Lessee is hereby given an option to renew this lease for an additional term of 12 months by giving Lessor written notice on or before 90 days before the expiration of the primary term of this lease. The renewal lease is to be upon the same terms, covenants, and conditions contained in this Lease except as to Rent as provided in Paragraph 3.