

State of Texas §

County of Webb §

**Notice and Amendment of Sublease
Between Jett Racing and Sales, Inc. and Webb County Sheriff's Office
City of Laredo Ordinance 2014-O-043**

On this day _____ of October 2018, Webb County and Jett Racing And Sales, Inc. conferred on the renewal of the contract with reference to Ordinance No. 2014-O-043 in accordance with Article I 1.02-renewal term paragraph. Sublessor and Sublessee have agreed to renew the agreement for the "Hanger" commencing October 1, 2018 through September 30, 2019.

The following are provided to the Sub-Lessor as per the agreement and is subject to Lessor's Approval Article III, Paragraph 3.05 of Ordinance No. 2014-O-043.

Paragraphs to be Amended

1. **Article 1.01 Leased Area:** The SUBLESSOR does hereby sublease approximately 2,400 square feet constitution 1,600 square feet of hanger space and 800 square feet of office space located at the Laredo, International Airport, Laredo, Texas, (herein referred to as premises) situated on property described as approximately an 80,000 square foot tract (1.837 acre) more or less located at the Laredo International Airport situated on property described as Tract 2, being part of Property "A" per indenture dated February 21, 1975 and recorded in Volume 478, pages 478-481 of the Webb County Deed Records and incorporated herein. The property on which the Hanger is situated is more particularly described and depicted on "Exhibit A" attached hereto and incorporated herein, all hereinafter referred to as the leased area, all within the Laredo International Airport, and Sublessee hereby subleases the said leased area from Sublessor.

2. **Article 1.02: add the following paragraph:**

Non-Appropriations - Webb County warrants that we have funds available to pay all payments until the end of your current fiscal period, and shall use our best efforts to obtain funds to pay all payments in each subsequent fiscal period through the end of our Sublease renewal term. If our appropriations request to our legislative body, or funding authority ("Governing Body") for funds to pay the payments is denied, Sublessor may terminate this Sublease on the last day of the fiscal period for which funds have been appropriated, upon (i) Webb County's submission of documentation evidencing the Governing Body's denial of an appropriation sufficient to continue the Sublease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this Sublease incurred through the end of the fiscal period for which funds have been appropriated.

3. **Article II 2.01 Indemnity and Nonclaim:** in relevant part,

Sublessee (Webb County) agrees that Sublessor (Jett Racing and Sales) shall not be liable for any cause of action whether by act or omission arising from all cost, loss, damage, liability, expense, penalty and fine whatsoever that may arise from or be claimed against Sublessor by any person or persons for any injury to person or property or damage of whatever kind or character pursuant to or arising from the use or occupancy by Sublessee in the use and occupancy of the premises, or consequent to or arising from any neglect or fault of Sublessee or the agents, invitees, contractors, guest and employees of Sublessee in the use and occupancy of the premises, or consequent to or arising from any breach by Sublessee of Sublessee's obligations under the Lease Agreement or arising from any failure by Sublessee to comply and conform with all laws, statutes, ordinances, and regulations of any governmental body or agency, now or hereafter in force.

Notwithstanding anything in the foregoing to the contrary, Sublessee shall not be liable for any damage resulting from the intentional acts or negligence of the Sublessor, Sublessor's, employees, invitees, agents and contractors.

The parties agree that Sublessor shall not be liable for any cause of action resulting from accident, fire noise, or disturbance from the operation, maintenance, accident, crash, or crash landing of any airplane in the Laredo International Airport area or in the vicinity of the Laredo International Airport, or during any operation of aircraft over the premises, except any such cause of action arising out of the negligence or willful act of Sublessor, its employees, agents or representatives.

Sublessee also holds Sublessor blameless for any damage to or destruction of Sublessee's property located on subleased premises caused by natural occurrence, or any other cause whatsoever, unless caused by Sublessor's employees, agents, or representatives, or failure to maintain the premises in compliance with this agreement, while said employees, agents or representatives are acting in the course or scope of their duties for the Sublessor.

4. **Article II 2.04 (B) Public Liability Insurance:** The Sublessee and Sublessor agree that Sublessor shall not be liable for any and all claims, damages, causes of action, cost and expense, including attorney's fees resulting from or related to Sublessee's use and occupancy of the subleased premises, except any such claims, damages cause of action costs and expenses arising out of the negligence or willful act of Sublessor shall indemnify and hold Sublessee harmless from any and all claims, damages, causes of action, cost and expense, including attorney's fees resulting from or related to Sublessee, Sublessee's employees, agents, guests, invitees, and/or contractors.

5. **Article II 2.04 (B) Public Liability Insurance:**

The following language shall be struck. “Sub-Lessor shall be named as additional insured,” and replaced with. “in which Sub-Lessee shall maintain insurance for the leased premise used by Sub-Lessee.”

The Sublessor and Sublessee agree that the above paragraphs 1-5 are entered into pursuant to Article III, Paragraph 3.05, are added to the sublease as amendments to the sublease agreement between Webb County, Texas and Jett Sales and Racing, Inc., and is subject to approval by LESSOR. All remaining paragraphs in the original sublease agreement (2014-O-043) that are not removed/amended or modified shall remain in effect.

NOTICE TO SUBLESSOR

6. Webb County pursuant to “Section 2.04 Insurance:” as to said contract has obtained a an insurance policy that either meets and/or exceeds the amount requested by Sub-Lessor.

Singed,

Jett Racing and Sales, Inc.
Wolf Hofman/ Director/President

Webb County Judge,
Honorable Tano Tijerina

City of Laredo, City Manager

Webb County Sheriff
Honorable Martin Cuellar