

Petition for the transfer of ownership of the VFW
building

The ground where the building was built was given to the Veterans and made available to the Veterans of Foreign Wars in perpetuity. The key word is Veterans. The intent was to give Veterans a place to meet. At that time, the American Legion Veterans were located in their own building on the west side of town. If the American Legion had been with the VFW at that time they would have been included in the ownership of the property. When the City Fathers wanted the American Legion Hall property the Veterans moved into the north end of the VFW building. The VFW and American Legion worked together to maintain the property and assist in Pioneer Reunion events by setting up, tearing down and cleaning up after the event.

When the VFW decided to cede its charter, a member of the VFW signed the deed over to the Pioneer Association without the approval of the remaining membership. There was no floor vote or discussion to do so. Veterans of the American Legion were still holding meetings in the building as an active Veteran's organization. The American Legion is a Veteran's organization helping Veterans and giving back to the community.

The American Legion is a nonprofit that depends on donations from our events. We cannot afford a yearly fee of \$600 plus a cost totaling \$575 to rent the building for our fund-raising events. The events would not bring in that much money.

Since the original intent was to have a place for Veterans, the American Legion is asking for the same consideration given by our County leaders to the VFW. The building should have been reassigned to the American Legion Post 0018. We respectfully request the building and property be deeded to the American Legion Post 0018 in perpetuity as long as a Veterans organization is present in the building.

We of the American Legion Post 0018 propose the following stipulations:

1. The Pioneer Union may use the facility for their events at no cost. Advance notice is required to facilitate readying the building and clearing the schedule.
2. Current grounds keeping arrangements are to be continued.
3. The American Legion will continue to maintain the building.
4. The American Legion will pay the utilities.

FRANK J. DOUTHITT, LAWYER

102 S. FANNIN STREET
HENRIETTA, TEXAS 76365-2713



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frank@douthittLaw.com

June 23, 2020

American Legion Post 0018
% Ron Paul
186 Oneida Trail
Henrietta, TX 76365
ron.paul28@gmail.com

Re: Clay County Pioneer Association former VFW Building – American Legion Rental

Dear Ron:

I represent the Clay County Pioneer Association (“CCPA”). I have been asked to draft a rental agreement between CCPA and American Legion Post 0018 (“ALP18”). I have drafted the attached document and discussed it with the 9-Man Board. The Board has also asked me to submit it to your organization and deal with it if you have any requested changes.

If you are not the proper person to deal with this, please provide me with the name(s), address(es) (including eMail), and phone numbers.

Your current rental is unwritten and therefore subject to termination. CCPA learned, after it acquired control of the former VFW building, that American Legion Post 0018 had been renting the room at the north end of the VFW Building. CCPA allowed the rental to continue. For your information, the Clay County Judge and Commissioners have no authority concerning this building. I am very familiar with the title and use of the entire Pioneer Grounds, including this building, and can provide that information if you have any questions.

The building (not including the north end space) is rented from time to time to the public. In fact there are one or more rentals in the near future. This is why we need to make it clear ALP18 is only renting the space at the north end of the building. ALP18 is not currently entitled to use any of the building except that room.

The part of the building not rented by ALP18 rents for \$250.00 per day. CCPA expects to be able to continue rentals of the space.

Please review the attached document and let me know if there is any part that ALP18 may want to alter. I will be happy to meet with you and any others to discuss this and reach a suitable document to get this all set out so there will be no issues.

FRANK J. DOUTHITT, Lawyer

American Legion Post 0018

June 23, 2020

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My eMail, frank@douthittlaw.com, is the best way to contact me. If you need to call, please use my cell number above. I look forward to hearing from you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Frank", written in a cursive style.

Frank J. Douthitt

xc: CCPA

1 **Rental Agreement**

2
3 **TERMS AND DEFINITIONS**

4
5 **Date:** July __, 2021

6
7 **Landlord:** Clay County Pioneer Association (“CCPA”)
8 P. O. Box 4
9 Henrietta, TX 76365
10 info@claycountypioneerreunion.com
11 Clay County
12 Acting by and through the Nine-Man Board. Landlord means Landlord, its agents,
13 employees, invitees, licensees, or visitors.

14
15
16 **Tenant:** American Legion Post 0018
17 % Ron Paul
18 186 Oneida Trail
19 Henrietta, TX 76365
20 ron.paul28@gmail.com
21 940-447-7750
22 Daniel Sterns
23 940-232-7760
24 Clay County
25 Tenant means Tenant, its agents, employees, invitees, licensees, or visitors.

26
27
28 **Premises:** The space/room and rest room approximately 12 feet, 8 inches wide (North to South)
29 and 29 feet long (East to West) on the North end of the former VFW Building located
30 on the following described land owned by Clay County, Texas, and Leased to the
31 CCPA, and being all of Block No. Fifty-Six (56) of the Park Addition to the City of
32 Henrietta , Clay County, Texas, which said Addition is of record in Volume 2 , Page
33 528 , Deed Records of Clay County, Texas.

34
35 The space covered by this rental agreement does NOT include any other part of the
36 former VFW building. Landlord and Tenant may agree to the use of the other part(s)
37 of the VFW building on a single event only. In such event there may be an addition
38 charge to Tenant.

39
40 **Rent and Term:** The term of this rental agreement is one year. The rental rate is \$600.00 per
41 year, paid in advance. The rental agreement may be terminated by Landlord
42 or Tenant by giving written notice to the other party not less than 60 days
43 prior to the termination date.

44
45 **Commencement Date:** January 1, 2021

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1 **Use:** Solely for a meeting room for Tenant.
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3 **LEASE CAUSES AND COVENANTS**
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5 **Tenant agrees to –**
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- 7 1. Lease the premises for the entire term beginning on the commencement date and ending on
8 the termination date, unless earlier terminated according to this rental agreement.
9
- 10 2. Accept the premises in their present condition “as is,” the premises being currently suitable
11 for Tenant’s intended use.
12
- 13 3. Obey all laws, ordinances, orders, rules and regulations, including those of the City of
14 Henrietta and of Clay County.
15
- 16 4. Pay, in advance, rent to Landlord at Landlord’s address.
17
- 18 5. Pay, as additional rent, all other sums due under this lease.
19
- 20 6. Pay all taxes on Tenant’s personal property located on the premises.
21
- 22 7. Allow Landlord to enter the premises to perform Landlord’s obligations, inspect the
23 premises, and show the premises to prospective purchasers or tenants.
24
- 25 8. Repair, replace, and maintain any part of the premises that Landlord is not obligated to
26 repair, replace, or maintain, normal wear excepted.
27
- 28 9. Repair or replace any damage caused by Tenant to the premises or the former VFW Building.
29
- 30 10. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are
31 the obligation of Landlord.
32
- 33 11. Deliver certificates of insurance to Landlord before the commencement date and thereafter
34 when requested.
35
- 36 12. Indemnify, defend, and hold harmless Landlord from any loss, attorney’s fees, expenses, or
37 claims arising out of Tenant’s use of the premises.
38
- 39 13. Vacate the premises on termination of this lease.
40
- 41 14. Return all Landlord’s keys upon termination of this lease.
42

43 **Tenant agrees not to –**
44

- 45 15. Use the premises for any purpose other than that stated in the lease terms and definitions.
46 16. Create or allow a nuisance or permit any waste or injury to the premises.

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- 1 17. Change Landlord's lock system.
- 2
- 3 18. Make or secure any additional keys to Landlords lock on the premises.
- 4
- 5 19. Alter the premises.
- 6
- 7 20. Allow a lien to be placed on the premises.
- 8
- 9 21. Assign this lease or sublease any portion of the premises without Landlord's written consent.
- 10
- 11 22. Litter or leave trash, or debris.
- 12

13 **Landlord agrees to –**

- 14
- 15 23. Lease to Tenant the premises for the entire term beginning on the commencement date and
- 16 ending on the termination date, or earlier termination pursuant to this lease.
- 17
- 18 24. Obey all laws, ordinances, orders, rules, and regulations applicable to the use, condition, and
- 19 occupancy of the premises.
- 20

21 **Landlord agrees not to –**

- 22
- 23 25. Allow any use of the premises inconsistent with Tenant's permitted use as long as Tenant is
- 24 not in default.
- 25

26 **Landlord and Tenant agree to the following:**

- 27
- 28 26. **Alterations.** Any physical additions or improvements to the premises made by Tenant will
- 29 become the property of Landlord. Landlord may require that Tenant, at Tenant's cost, remove
- 30 any physical additions and improvements, repair any alterations, and restore the premises to
- 31 the condition existing at the commencement date, normal wear excepted.
- 32
- 33 27. **Abatement.** Tenant's covenant to pay rent and Landlord's covenants are independent.
- 34 Except as otherwise provided, Tenant shall not be entitled to abate rent for any reason.
- 35
- 36 28. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim,
- 37 by subrogation or otherwise, for any damage to the premises or Tenant's personal property
- 38 by reason of fire or the elements, regardless of cause, including negligence of Landlord or
- 39 Tenant. This release applies only to the extent that it is permitted by law, the damage is
- 40 covered by insurance proceeds, and the release does not adversely affect any insurance
- 41 coverage.
- 42
- 43 29. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance
- 44 companies of the release set forth in the preceding paragraph and will have the insurance
- 45 policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
- 46

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- 1 30. **Default by Landlord/Events.** A default by Landlord is the failure to comply with any
2 provision of this lease that is not cured within thirty days after written notice.
- 3
- 4 31. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are
5 to (a) sue for damages and/or (b) terminate this lease.
- 6
- 7 32. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent; (b)
8 abandoning or vacating a substantial portion of the premises; or (c) failing to maintain
9 required insurance, (d) failing to comply within ten days after written notice with any other
10 provision of this lease, other than the defaults set forth in (a) and (b) above.
- 11
- 12 33. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are
13 to (a) enter upon and take possession of the premises, after which Landlord may (but is not
14 required to) relet the premises on behalf of Tenant and receive the rent directly by reason of
15 the reletting, and Tenant agrees to reimburse Landlord for any expenditures made in order
16 to relet; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease
17 by written notice and sue for damages. Landlord may enter upon and take possession of the
18 premises by self-help, by picking or changing locks if necessary, and may lock out Tenant
19 or any other person who may be on the premises, until the default is cured, without being
20 liable for damages.
- 21
- 22 34. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to
23 declare immediately an event of default or delays in taking any action. Pursuit of any
24 remedies set forth in this lease does not preclude pursuit of other remedies in this lease or
25 provided by law. Landlord and Tenant have a duty to mitigate damages.
- 26
- 27 35. **Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant
28 shall be deemed a tenant at will and shall vacate the premises on receipt of notice from
29 Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will
30 extend the term.
- 31 36. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the party who
32 prevails at the time of trial is entitled to recover reasonable attorney's fees.
- 33
- 34 37. **Venue.** Venue is in the county in which the premises are located.
- 35
- 36 38. **Entire Agreement.** This lease, together with any attached exhibits and riders, is the entire
37 agreement of the parties, and there are no oral representations, warranties, agreements, or
38 promises pertaining to this lease or to the expressly mentioned exhibits and riders not
39 incorporated in writing in this lease.
- 40
- 41 39. **Amendment of Lease.** This lease may be amended only by an instrument writing signed by
42 Landlord and Tenant.
- 43
- 44 40. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness
45 for a particular purpose, or of any other kind arising out of this lease, and there are no
46 warranties that extend beyond those expressly stated in this lease.

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41. **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, addressed to Landlord or Tenant at their addresses. Notices may also be made by electronic transmission.

Other Provisions.

42. Landlord and Tenant agree that during any additional term the lease shall continue as written.

Signed on the dates shown below. Effective on the first date above written.

Clay County Pioneer Association, LANDLORD
by, Nine Man Board Chairman

Date Signed: _____, 2020.

American Legion Post 0018, TENANT
by Authorized Person

Date Signed: _____, 2020.

