

**MEMORANDUM OF AGREEMENT
BETWEEN
COMAL COUNTY, TEXAS
AND CANYON LAKE UNITED METHODIST CHURCH**

§ **STATE OF TEXAS**

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§ **COUNTY OF COMAL**

This Agreement is entered into by and between **Comal County, Texas, a political subdivision of the State of Texas (“County”)**, and **Canyon Lake United Methodist Church (“CLUMC”)**.

WHEREAS, CLUMC has graciously offered the County Sheriff’s Office use of a room located at 206 Flintstone Drive, Canyon Lake, Texas, for general office use.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, the County is permitted to use and occupy, the space described above (the “Room”) at the location set forth above and the parties further agree as follows:

1. **LICENSE:** CLUMC grants County the right to use the Room, at no cost to the County, for the permitted use described above. This license includes reasonable ingress and egress to and from the Room. This Agreement is not a lease and County is granted no leasehold interest in the Room.
2. **TERM:** The term of this Agreement will begin on the date executed and will be in effect until terminated by either party. Each party to this Agreement reserves the right to terminate this Agreement upon thirty (30) days written notice to the other party.
3. **COUNTY’S CONDUCT:** County agrees to keep the Room in good condition, normal wear and tear excepted, and not to disrupt, adversely affect or interferer with other occupants of the building.
4. **ASSIGNABILITY:** This Agreement shall not be assignable by any party.
5. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior negotiations, correspondence, understandings, and agreements between the Parties respecting the subject matter hereof. Neither this Agreement nor any of its terms may be changed or modified, waived, or terminated (unless as otherwise provided hereunder) except by an instrument in writing signed by an authorized representative of the Party against whom the enforcement of the change, waiver, or termination is sought.
6. **SEVERABILITY:** If a court of competent jurisdiction determines that any term of this agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.
7. **NOTICE:** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given on the date of service if served personally, or three (3) days after the date of mailing if mailed, by first class mail, registered or certified, postage prepaid and addressed as follows:

Comal County, Texas
ATTN: County Judge
150 N. Seguin Avenue
New Braunfels, Texas 78130

Canyon Lake United Methodist Church
ATTN: Pastor
206 Flintstone Drive
Canyon Lake, Texas 78133

8. VENUE: This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Exclusive venue shall be in a court of competent jurisdiction in Comal County, Texas.
9. IMMUNITY: County and its officers, directors, employees and agents do not waive any sovereign or governmental immunity available to County under Federal or Texas law and do not waive any available defenses or remedies at law under Federal or Texas law.

Executed on this _____ day of _____, 2018.

COMAL COUNTY, TEXAS:

**CANYON LAKE UNITED
METHODIST CHURCH:**

Sherman Krause
County Judge

Reverend Mark Porterfield
Senior Pastor