

SIXTH AMENDMENT TO LEASE AGREEMENT

THIS SIXTH AMENDMENT TO LEASE AGREEMENT ("Sixth Amendment") is entered effective as of February 26, , 2026 (the "Effective Date") by the CITY OF DALLAS, a duly incorporated home rule city of the State of Texas location principally in Dallas County, Texas (the "City"), and the DALLAS THEATER CENTER, a corporation organized under the Texas Non-Profit Corporation Act ("Tenant" or "DTC").

WITNESSETH:

WHEREAS, the City owns the Kalita Humphreys Theater located at 3636 Turtle Creek Boulevard in Dallas, Dallas County, Texas as well as the land and improvements comprising approximately 9.87 acres of land and appurtenances thereto, as more specifically described in Exhibit "A" to the lease agreement dated September 26, 1973 between the City and Tenant (hereinafter called "Original Lease Agreement") as amended by the First Amendment to the Original Lease Agreement and the "Exhibit A (Revised)" thereto (hereinafter called "First Amendment") dated November 17, 1982 (hereinafter called the "Premises" or "Leased Premises"); and

WHEREAS, the City, then acting by and through its Park and Recreation Board and now acting by and through its Office of Arts and Culture ("OAC"), formerly known as Office of Cultural Affairs, subsequently executed the Second Amendment on March 27, 1991; and

WHEREAS, the City, acting by and through its Office of Arts and Culture, subsequently executed the Third Amendment to the original Lease Agreement to be effective June 12, 2019; and

WHEREAS, the City Council approved the Fourth Amendment to the Original Lease Agreement as authorized by Resolution No. 21-0136 on January 13, 2021, which remains in full force and effect; and

WHEREAS, the City Council approved the Fifth Amendment to the Original Lease Agreement as authorized by Resolution No. 21-1236 on August 11, 2021, which remains in full force and effect; and

WHEREAS, the City, acting by and through its Office of Arts and Culture subsequently executed the Fifth Amendment to the Original Lease Agreement (hereinafter called the "Fifth Amendment", and collectively with the Original Lease Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the "Lease") to be effective August 11, 2021; and

WHEREAS, the City and Tenant agree that the collaboration on a plan of action that will allow the proper consideration for the future of the Kalita Humphrey Theater's operation and management will require a period of some years to address the complexities of the current agreement and determine the best solution for a successful, safe, accessible, and sustainable future operation of the cultural venue; and

WHEREAS, the City acknowledges that the reasonable time required to sufficiently notify interested organizations involved in the rental and use of the Kalita Humphreys Theater campus without disruption to an organization's programming and operation is about one year; and

WHEREAS, the City and DTC agree that operations will be best served by implementation of a mutually acceptable security plan as approved by the department's Director in accordance with the City's security standards; and

WHEREAS, the City acknowledges the importance to maintaining the Equitable Access Plan during the period of this Sixth Amendment to maintain the rental and usage expectations of current and prospective renting organizations; and

WHEREAS, the City and Tenant understand and acknowledge that rising rental rates for performance spaces in Dallas continue to place increased financial burden on small and mid-sized arts organizations looking to access the limited theater spaces comparable to the size of the Kalita Humphreys Theater; and

WHEREAS, the City acknowledges the continued cost burden that the Equitable Access Plan has had on the Tenant preventing a more financially sound and sustainable operation through the use of alternate sources of revenue available by more varied usage and rentals of the Kalita Humphreys Theater;

NOW, THEREFORE, the City and Tenant, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, hereby agree to supplement, modify and amend the Lease as follows:

1. Defined Terms. All capitalized terms not defined in this Sixth Amendment have the definitions ascribed to such terms in the Lease.
2. Extension of Term. The parties herein agree to extend the Term of the Lease for an additional period through **September 30, 2028**. Accordingly, the Lease is hereby revised to state that the Term of the Lease which commenced on June 1, 2025, shall expire as of 11:59 p.m., September 30, 2028, unless terminated earlier in accordance with the Lease.
3. In consideration of the extension of the lease Term as stated in Section 2, above, DTC shall, at its sole cost, develop and implement a security plan for the Premises, to be approved by the Director of the Office of Arts and Culture.
4. Equitable Access Plan. City and Tenant agree that the Tenant shall continue the Equitable Access Plan through the term of this amendment to include a continued allotment of 12 weeks per year to be reserved for non-resident groups at the Kalita Humphreys Theater and Heldt Annex Building.
5. Rental Rates.

d. During the term of this amendment, City and Tenant agree that Tenant shall freeze rental rates at the FY 2025 base rental rates for the Term of this extension as discussed in paragraph 2, above. Tenant shall maintain the weekly and daily base rental rates for Non-

Profit Organizations as published by Tenant for FY 2025 amounts indicated in Exhibit B for the Kalita Humphreys Theater, Frank's Place, and Wynne Studio.

6. Direct Financial Support. The Lease shall be, and same hereby is amended to add the following Section 46.0 captioned "DIRECT FINANCIAL SUPPORT." Section 46.0 captioned "DIRECT FINANCIAL SUPPORT" shall read as follows:

Section 46.0

Direct Financial Support

- i. Subject to annual appropriation, the City will provide annual financial support in three separate payments (the "City Direct Financial Support") for operation and maintenance, including of the Kalita Humphreys Theater and Heldt Annex Building, by March 1, 2026 for the first payment, October 30, 2026 for the second payment, and by October 30, 2027 for the third payment , in the amount not to exceed FIFTY THOUSAND DOLLARS(\$50,000.00) for a total direct financial support not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00) during the term of this amendment. The direct financial support payments are in consideration of Tenant's continued implementation of the Equitable Access Plan and the freeze of venue rental rates at the FY2025 rates for the Term of this Sixth Amendment. Prior to City's remittance of any financial support, Tenant shall present an invoice for the annual allocation of direct financial support by October 1 of each fiscal year from 2025 through 2027. The City shall endeavor to make City Direct Financial Support payments to the Tenant within thirty (30) days of receipt of the Tenant's invoice. The Tenant agrees that a temporary delay (no more than sixty (60) days from when due and owing by City in making the City's Direct Financial Support payments due to City's accounting and disbursement procedures) shall not place City in default of this Agreement and shall not render City liable for any interest or penalty under this Agreement.
 - ii. The parties acknowledge that the Direct Financial Support is in addition to, and not a replacement of, the Cultural Organization Program funding (or any other City funding) from the City's Office of Arts and Culture (or from any other City department).
7. Authority to Execute and Perform Lease. Each party, as to itself only, represents and warrants that it has the full power and authority to enter into this Sixth Amendment and perform its obligations under this Lease.
8. The Parties acknowledge and agree to comply with the attached Exhibit A, which is incorporated and made a part of this Sixth Amendment.

9. Counterparts. This Sixth Amendment may be executed, including via certified electronic or facsimile signatures, in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
10. Except as expressly modified herein by this Sixth Amendment, all the terms, provisions and conditions of the Lease shall remain in full force and effect.

(Signature Page follows)

EXECUTED on this the 26th day of February, 2026, 2025, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 25- 0645, adopted by the City Council on April 23, 2025, and by Tenant, acting through its duly authorized official.

APPROVED AS TO FORM:

TAMMY L. PALOMINO
City Attorney


Matthew Green (Feb 26, 2026 15:45:02 CST)
Assistant City Attorney **MRG**

CITY OF DALLAS

KIMBERLY BIZOR TOLBERT
City Manager



Assistant City Manager

**RECOMMENDED BY
THE DIRECTOR OF ARTS AND CULTURE:**


Martine Philippe (Feb 23, 2026 13:05:40 CST)

DALLAS THEATER CENTER


Kevin Moriarty (Feb 23, 2026 10:34:55 CST)

Kevin Moriarty

Print Name

Executive Director/CEO

Title

EXHIBIT A - ADDITIONAL FEDERAL MANDATE COMPLIANCE REQUIREMENTS

1. **Temporary Nonenforcement of Equitable Access Plan as follows:**

Per Dallas City Council Resolution No. 25-1081, adopted June 25, 2025, the City of Dallas has temporarily ceased enforcing its Business Inclusion and Development (BID) Policy requirements until further notice.

2. **Federal Executive Orders**. Any reference to any federal Executive Orders that have been rescinded after January 20, 2025, are null and void and are of no further effect.

3. **Nondiscrimination**. The following Section 47 is hereby added to the Lease:

“47.0 Nondiscrimination

As a condition of this Agreement, DTC covenants that DTC will take all necessary actions to ensure that, in connection with any operations under this Agreement, DTC, its officers, employees and subcontractors, will not engage in discrimination in violation of applicable law. DTC shall not discriminate against any employee or applicant for employment because of race, age, color, national origin, religion, marital status, sex, sexual orientation, military or veteran status, genetic characteristics, political opinions or affiliations, or disability unrelated to job performance. DTC shall ensure that applicants are employed and that employees are treated during their employment without regard to their race, age, color, national origin, religion, sex, sexual orientation, military or veteran status, genetic characteristics, or disability unrelated to job performance. This action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship. DTC shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12301-12233, as amended.

1. In this regard, DTC shall keep, retain and safeguard all records relating to this Agreement or work performed hereunder for a minimum period of three (3) years from the expiration or termination of this Agreement, with full reasonable access allowed to authorized liaisons of City, upon reasonable written request, for purposes of evaluating compliance with this and other provisions of the Agreement. DTC agrees to post in conspicuous places a notice, available to employees and applicants, setting forth the provisions of this non-discrimination clause.
2. DTC shall, in all solicitations or advertisements for employees placed by or on behalf of DTC, state that all qualified applicants will receive consideration for employment without regard to race, age, color, national origin, religion, sex, or sexual orientation.

3. DTC shall file compliance reports with the City as may be required by the City Manager or his designee. Compliance reports must be filed within the time, must contain information as to the employment practices, policies, programs, and statistics of the DTC, and must be in the form that the City Manager or his designee prescribes.
4. If DTC fails to comply with the equal employment opportunity provisions of this Agreement, it is agreed that City at its option may declare DTC in default, and after notice and opportunity to cure, cancel, terminate, or suspend this Agreement in whole or in part until DPCAF is determined to be in compliance.”

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WHEREAS, the City owns the Kalita Humphreys Theater located at 3636 Turtle Creek Boulevard in Dallas, Dallas County, Texas as well as the land and improvements comprising approximately 9.87 acres of land and appurtenances thereto; and

WHEREAS, the City executed a lease agreement with the Dallas Theater Center (DTC) dated September 26, 1973 for the Kalita Humphreys Theater; and

WHEREAS, the lease agreement was amended by the City and DTC by the First Amendment on November 17, 1982 for the leased premises; and

WHEREAS, the City, then acting by and through its Park and Recreation Board and now acting by and through its Office of Arts and Culture ("OAC"), formerly known as Office of Cultural Affairs, subsequently executed the Second Amendment on March 27, 1991; and

WHEREAS, the City, acting by and through its OAC, subsequently executed the Third Amendment to the Original Lease Agreement to be effective June 12, 2019; and

WHEREAS, on January 13, 2021, City Council authorized the Fourth Amendment to the Lease Agreement to defer the delivery date of the Updated Master Plan by Resolution No. 21-0136; and

WHEREAS, on August 11, 2021, City Council authorized the Fifth Amendment to the Lease Agreement to extend the term of the lease through June 1, 2025, by Resolution No. 21-1236; and

WHEREAS, the City and Tenant agree that the collaboration on a plan of action that will allow the proper consideration for the future of the Kalita Humphrey Theater's operation and management will require a period of some years to address the complexities of the current agreement and determine the best solution for a successful, safe, accessible, and sustainable future operation of the cultural venue; and

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WHEREAS, the City acknowledges the continued cost burden that the Equitable Access Plan has had on the Tenant preventing a more financially sound and sustainable operation through the use of alternate sources of revenue available by more varied usage and rentals of the Kalita Humphreys Theater.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager is hereby authorized to execute a Sixth Amendment to the Lease Agreement with the Dallas Theater Center, approved as to form by the City Attorney, to **(1)** extend the term of the agreement through September 30, 2028; **(2)** continue the implementation of the Equitable Access Plan through the term of the Sixth Amendment; **(3)** suspend venue rental rates at the level as published for FY2025; **(4)** require Dallas Theater Center, at its sole cost, to develop and implement a security plan as approved by the department Director; and **(5)** provide direct financial support in an amount not to exceed \$150,000.00 to the Dallas Theater Center to defray increased operating costs resulting from the Equitable Access Plan and the suspension of rental rate increase.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in periodic payments, in an amount not to exceed \$150,000.00 from General Fund, Fund 0001, Department OCA, Unit 4903, Object 3099, Activity CULF as invoices are processed by the Office of Arts and Culture as received.

SECTION 3. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

