

LEASE AGREEMENT

THIS AGREEMENT, made and entered effective this 1st day of November, 2021, by and between THE CITY OF MARQUETTE, a Michigan municipal corporation, of 300 W. Baraga Avenue, Marquette, Michigan 49855, hereinafter "LESSOR", and MARQUETTE AREA PUBLIC SCHOOLS ("MAPS") of 1201 West Fair Avenue, Marquette Michigan 49855, hereinafter "LESSEE".

Recitals

- A. Lessor is the owner and operator of Lakeview Arena, at 401 E. Fair Avenue, Marquette, Michigan.
- B. Lessee desires to lease and Lessor is willing to lease to Lessee space as shown in Exhibit "A" in the Lakeview Arena's Russell Arena in accordance with the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed as follows:

1. Leased Premises

- 1.1 Lessor leases to Lessee the Premises, as shown on Exhibit A within the Russell Arena.
- 1.2 Lessee agrees to develop architectural and engineering plans for renovations to the Premises required to meet the specific needs of Lessee for Lessee's intended uses, if needed. Lessee shall be responsible for constructing all renovations as developed by Lessee, and Lessee shall obtain Lessor's written approval of all such plans and specifications prior to beginning any construction activity.

2. Term of Lease

- 2.1 The term of this lease shall be from November 1, 2021 until March 19, 2022.

3. Rent

- 3.1 Lessee shall be obligated to pay rent in the total amount of \$585 for the Premises for the entire term of his lease. Rent shall be paid in the amount of \$130/month due in advance on the first of each month, with the final month prorated for a one-half month use.

4. Termination

- 4.1 The Lessor may terminate this lease on 90 days written advance notice to Lessee.

5. Use of Leasehold Premises

- 5.1 Lessee shall use the leasehold premises only as a locker room, and shall not use any portion of Lakeview Arena for any purpose that would:

- a) be deemed hazardous to the public or adjoining premises including, but not necessarily limited to, fire, and environmental type hazards;
- b) constitute a violation of any law or government order or requirement;
- c) cause damage or injury to Lakeview Arena, the Premises or any part of either (ordinary wear and tear excepted);
- d) interfere with normal operations of Lakeview Arena's heating, air conditioning, ventilating, plumbing, or other mechanical or electrical systems;
- e) constitute a public or private nuisance;
- f) interfere with other Lakeview Arena uses;
- g) alter the appearance of Lakeview Arena's exterior or any portion of the interior or in the Premises without prior written approval of the Lessor;
- h) permit noise or odors to be unreasonably dispelled from the Premises;
- i) place merchandise, materials, supplies, signs, or other thing of any kind on or in any areas of Lakeview Arena except the Premises;
- j) permit refuse to accumulate in or around the Premises; or
- k) obstruct entryways.

6. Use of Common Areas by Lessee

- 6.1 Lessee and its invitees shall have the right in common with Lessor, its invitees, and others to use the ice arenas, spectator areas, concessions, common washrooms, hallways, public restrooms, entrance ways, public parking, sidewalks, and surrounding area, subject, however, to rules and regulations of Lessor regulating the use of same and displays, rules providing for safety and maintenance, and changes in the layout of common areas.

7. Maintenance and Repair

- 7.1 Lessee shall be responsible for ordinary janitorial and cleaning services of the leasehold premises.
- 7.2 Lessee shall be responsible for the maintenance and repair of Lessee's fixtures, furniture and equipment, which lessee has brought to the Premises, or which are peculiar to Lessee's uses of the Premises or Lakeview Arena and the Lessee shall be solely responsible for maintaining said fixtures, furniture and equipment in a safe condition and good repair.
- 7.3 Lessee must obtain written consent of Lessor for all signage used by Lessee in the Premises and/or on the exterior or interior of Lakeview Arena. All signage approved by Lessor shall be maintained in good condition and repair.

7.4 Lessor reserves the right to make any repairs or alterations that it deems necessary and desirable to the common areas. Lessee will be notified of any repairs or alterations to the Premises at least 7 days in advance except in emergency situations.

8. Insurance and Indemnity

8.1 Lessee shall not permit any activity on the Premises or in Lakeview Arena which would invalidate or be in conflict with Lessor's fire, boiler, sprinkler, water damage, and extended coverage insurance policies covering Lakeview Arena and contents therein.

8.2 Lessee shall not permit any activity on the Premises or in Lakeview Arena which would cause Lessor's rate for the insurance described herein to be increased.

8.3 Lessee at its sole expense shall be responsible for insuring its own tangible personal property, equipment, and fixtures from loss from fire and other casualty and shall at all times provide Lessor with a certificate evidencing such coverage.

8.4 Lessee at its sole expense shall maintain liability insurance protecting and insuring Lessee and Lessor from all claims for injury or damage to persons or property arising out of the use of the Premises or the common areas of Lakeview Arena by Lessee, its employees, agents invitees, and licensees. The amount of the insurance shall be not less than One Million Dollars (\$1,000,000.00) per occurrence for accident, bodily injury, or death and not less than Five Hundred Thousand Dollars (\$500,000.00) for property damage. Lessee shall at all times provide Lessor with a copy of said policies with proof of payment of premium thereon. The insurance policies shall bear endorsements to the effect that the insurer agrees to notify Lessor not less than thirty (30) days in advance of any modification or cancellation thereof.

8.5 Lessee will indemnify and hold Lessor harmless from and against all loss, cost, expense and liability whatsoever (including Lessor's cost of defending against the foregoing, such cost to include attorneys' fees) resulting or occurring by reason of Lessee's use or occupancy of the Premises.

9. Damage by Fire or Other Causes

9.1 If the Premises is partially damaged by fire or other peril without the fault or neglect of Lessee or of its servants, employees, agents, visitors, invitees or licensees, the damage shall be repaired by Lessor at Lessor's expense. If the Premises is substantially damaged (herein defined as fifty percent (50%) or more of the cost of replacement), Lessor may elect either to repair or rebuild the leasehold or the pool building, as the case may be, or to terminate this lease upon giving notice of such election in writing to Lessee within ninety (90) days after the event causing the damage. If Lessor elects to rebuild instead of terminating the lease, Lessor will rebuild something substantially similar to the current Premises, and Lessee shall in a timely manner repair or replace its fixtures, furniture, equipment and improvements to at least the condition of same prior to the damage.

10. Assignment/Subletting

- 10.1 Lessee shall not assign or sublet the leasehold or any part thereof without the express prior written consent of the Lessor.
- 10.2 In no event shall a sublease be allowed that would jeopardize the tax-exempt status of the City.
- 10.3 Lessor may freely assign its rights and obligations under this Lease Agreement to any third party pursuant to a Purchase and Sale Agreement, Land Contract or similar instrument.

11. Use of Premises by Lessor

- 11.1 Lessor reserves for itself and its contractors and agents the right to enter the Premises at reasonable times for the purpose of inspecting, maintaining, installation, operation and repair services. This paragraph does not change the parties' obligations with regarding to maintenance and repairs as otherwise set forth herein.

12. Covenant of Quiet Enjoyment

- 12.1 Lessor warrants and represents that it has full authority to execute this lease for the above term. Lessor covenants that upon Lessee paying the rents and performing its covenants and duties prescribed herein, Lessee may, except as otherwise described herein, have the exclusive and reasonable right to have, hold and enjoy the leasehold.

13. Lessor's Right to Perform Lessee's Obligation

- 13.1 If Lessee defaults in the observance or performance of any term or covenant of this lease, Lessor may, without thereby waiving the default, remedy the default for Lessee's account and at Lessee's expense. If, in connection therewith, Lessor makes any expenditure or incurs any obligation for the payment of money or in instituting, prosecuting, or defending any action or proceeding commenced before or during the term of this lease, or after the expiration or termination of the term including, but not necessarily limited to, legal expenses and attorneys' fees, Lessee shall pay to Lessor on demand the sums paid or obligations incurred together with legal fees and costs.

14. Default by Lessee

- 14. If the Lessee fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Lessor; if the Lessee makes any assignment for the benefit of creditors or a receiver is appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under any insolvency laws, the Lessor may terminate this lease, reenter the Premises, and seek to relet the Premises on whatever terms the Lessor thinks advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for any rent deficiency that results from reletting the premises during the term of this lease. Notwithstanding any reletting without termination, the Lessor may at any time elect to terminate this lease for any default

by the Lessee by giving the Lessee written notice of the termination.

- 14.2 In addition to the Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, if the Lessor deems necessary any repairs that the Lessee is required to make or if the Lessee defaults in the performance of any of its obligations under this lease, the Lessor may make repairs or cure defaults and shall not be responsible to the Lessee for any loss or damage that is caused by that action. The Lessee shall immediately pay to the Lessor, on demand, the Lessor's costs for curing any defaults, as additional rent under this lease.
- 14.3 The rights and remedies of Lessor shall be cumulative as more particularly provided at law or in equity pursuant to the laws of the State of Michigan.

15 Surrender of Leasehold Upon Termination of Lease

- 15.1 All renovations and improvements shall be at Lessee's expense and shall be considered fixtures and owned by Lessor at the termination of lease. Upon the expiration or termination of the lease, Lessee shall quit and surrender the Premises in good order and condition, ordinary wear and tear and damage by fire or other casualty or the elements excepted, and shall remove all of its property, fixtures, and equipment from the Premises. In removing its equipment, Lessee shall be solely responsible for repairing any and all damages to the Premises or other areas of Lakeview Arena. In the event that the Lessee fails to remove its equipment, and Lessor is required to do so, all costs and expenses incurred by Lessor in removing same and restoring the Premises to useable condition shall be the financial responsibility of the Lessee.
- 15.2 If upon termination of the lease, Lessee has failed to remove its furniture, equipment, and fixtures, Lessor reserves the right to deem them abandoned and shall have the legal right to dispose of same and costs incurred in disposing of same shall be the financial responsibility of Lessee.

16. Miscellaneous

- 16.1 This agreement shall be binding on the parties and inure to the benefit of the Lessor and Lessee and their respective successors and assigns.
- 16.2 This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 16.3 This agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent incorporated herein.
- 16.4 Any modification of this agreement or additional obligations assumed by either party in connection with this agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.
- 16.5 Waiver by Lessor of any breach of any covenant of duty of Lessee under this lease is not a

waiver of a breach of any other covenant of duty of Lessee or any subsequent breach of the same covenant or duty.

16.6 The invalidity of any portion of this agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

16.7 All notices to be given under this lease shall be in writing and mailed, postage prepaid, or by certified or registered mail, return receipt requested, or delivered personally or by courier delivery, or sent by telecopy (immediately followed by one of the preceding methods) to Lessor's address and Lessee's address as above stated or any other place that Lessor or Lessee may designate in a written notice given to the other parties. Notices shall be deemed served on the earlier of receipt or three (3) working days after the date of mailing.

16.8 In the event the Arena is required to temporarily close pursuant to any law or government order, Lessee will be prohibited from entering the Arena. In such event, Lessee will be billed, and agrees to pay, for actual usage during such time period.

The parties have set their hands on the day and year first above written.

LESSOR
CITY OF MARQUETTE

LESSEE
MAPS

Jennifer A. Smith, Mayor

By:



Its: Doug Garraw
Varsity Coach

Date: _____

Date: _____

Kyle Whitney, City Clerk

Date: _____

APPROVED AS TO SUBSTANCE:

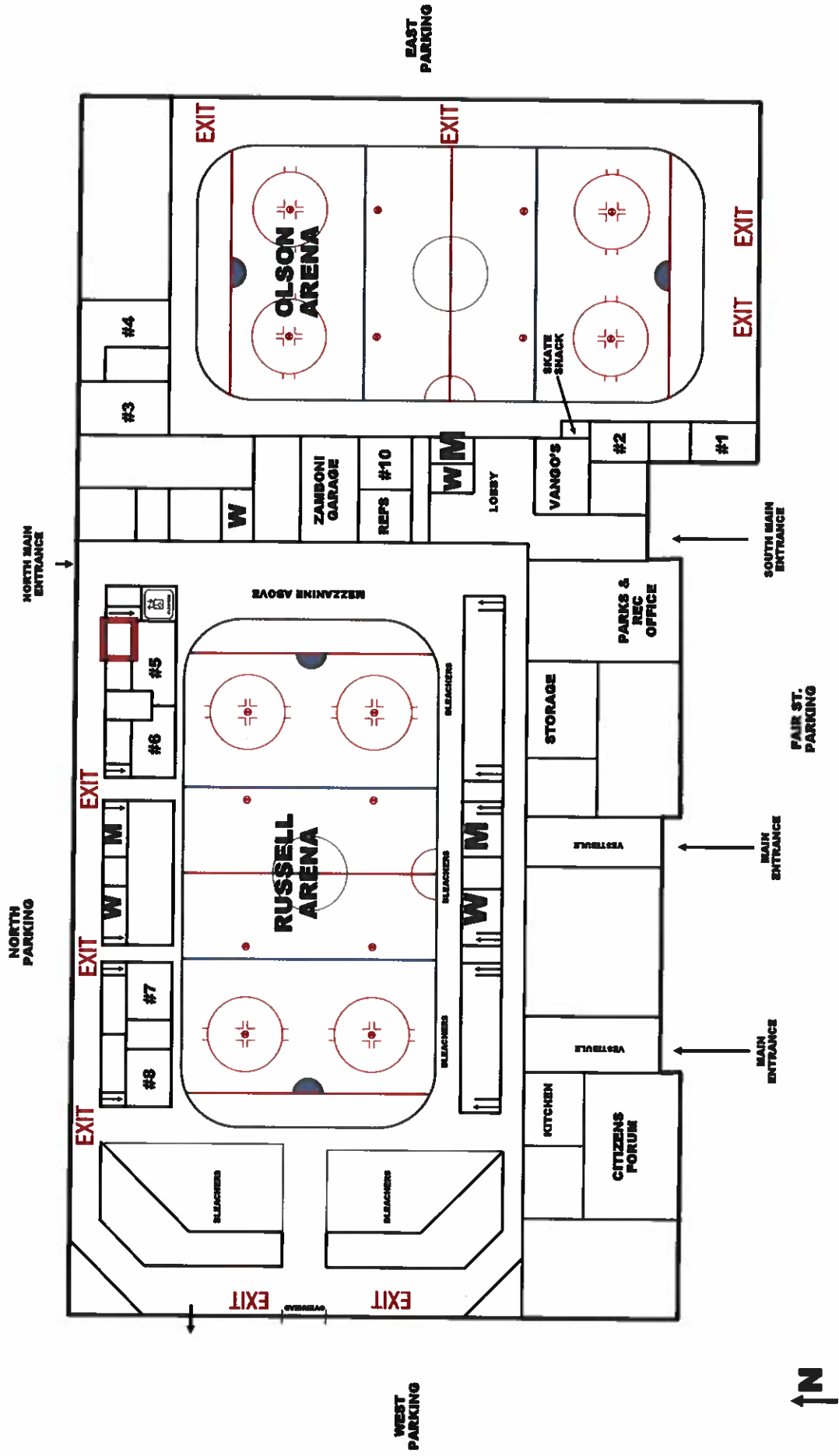
APPROVED AS TO FORM:

Karen M. Kovacs, City Manager

Suzanne C. Larsen, City Attorney



LAKEVIEW ARENA EXHIBIT A



CERTIFICATE OF INSURANCE

Producer SET SEG 1520 Earl Ave East Lansing, MI 48823	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
COMPANIES AFFORDING COVERAGE	
Insured Marquette Area Public Schools 1201 W Fair Avenue Marquette, MI 49855-2688	A MASB-SEG Property/Casualty Pool, Inc. B Workers Compensation & Employers Liability

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Premises/Operations <input checked="" type="checkbox"/> Incidental Medical Malpractice Coverage <input checked="" type="checkbox"/> Products/Completed Operations <input checked="" type="checkbox"/> Contractual <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury	PC-0000401	7/1/21	7/1/22	BI & PD COMBINED OCCURRENCE	\$1,000,000
					BI & PD COMBINED AGGREGATE	N/A
					PERSONAL INJURY OCCURRENCE	\$1,000,000
					PERSONAL INJURY AGGREGATE	N/A
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto <input checked="" type="checkbox"/> All Owned Autos (Priv. Pass. & Other) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	PC-0000401	7/1/21	7/1/22	BODILY INJURY & PROPERTY DAMAGE COMBINED	\$1,000,000
B	WORKERS' COMPENSATION & EMPLOYERS' LIABILITY	EWC009496	7/1/21	7/1/22	WORKERS' COMPENSATION EMPLOYERS' LIABILITY	STATUTORY \$750,000

DESCRIPTION City of Marquette is added as an additional insured for liability, solely as its interest may appear on behalf of the insured school districts' use of facilities for MSHS Ice Contract in the coverage year.

CERTIFICATE HOLDER City of Marquette Community Services 401 East Fair Avenue Marquette, MI 49855	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
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AUTHORIZED REPRESENTATIVE

Emorie Bond

Emorie Bond
 PROPERTY/CASUALTY DEPARTMENT

Date January 11, 2022