

## PROPERTY LEASE

The **Frankenmuth Civic Events Council**, a Michigan Corporation, P.O. Box 333, Frankenmuth, Michigan 48734, herein after referred to as Lessor and \_\_\_\_\_, Herein referred to as Lessee, enter into this Property Lease Agreement subject to the following terms and conditions.

1. *Premises.* The Lessor leases to the Lessee the property located at 625 Weiss St., Frankenmuth, MI. 48734 and described as: N 582 FT of W 750 FT of S 30 acres of GOVT LOT 2 10.02 ACRES SEC 26 T11N R6E.
2. *Term.* The term of this lease shall be for \_\_\_\_\_ days, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_.
3. *Rent.* In consideration of the use of the premises Lessee agrees to pay Lessor as rent therefore the sum of \_\_\_\_\_ (\$ \_\_\_\_\_) Dollars per day. Said rent shall be paid to the Lessors at the address shown above, or at any other place designated in writing by Lessor.
4. *Signs.* Any and all signs utilized on the premises shall first be approved by Lessor and shall confirm in all respects the ordinances of the Township of Frankenmuth.
5. *Acceptance of Occupancy.* The Lessee shall commence occupancy of the premises on the commencement date, and pay such rent as required by the lease. The Lessee acknowledges that the premises are in the state of repair that is acceptable for the Lessee intended use of the premises. The Lessee accepts the premises as they are. If the premises need to be mowed, Lessor will try to locate a local service to recommend to the Lessee. The approximate cost will be \$150-\$200. This is the Lessee's responsibility.
6. *Vacation of Premises.* The Lessee agrees to vacate the premises and leave the premises in the same condition as the premises were prior to the Lease. Therefore, Lessee shall be responsible for removing or smoothing ruts from soft soil, picking up trash, and general cleaning of the premises.
7. *Use.* The premises are to be used and occupied by the Lessee for \_\_\_\_\_. In addition, all activity conducted on the premises shall be in accordance with all State and local laws and statutes.
8. *Surrender of the Premises.* Lessee shall surrender the premises to the Lessor when the lease expires in the same condition as on the commencement date.
9. *Taxes.* All taxes on the premises are the responsibility of the Lessor.
10. *Assignment and Subletting.* The Lessee may not assign, sublet, or otherwise transfer or convey its interest or a portion of its interest in the premises without the written consent of Lessor. The Lessor shall have total discretion on its approval of proposed assignments or subleases.
11. *Insurance.* The Lessee shall obtain and maintain in full force general liability and property damage insurance with coverage of not less than \$1,000,000.00 for injury or death to any one person \$1,000,000.00 for injury or death to more than one person and \$1,000,000.00 for property damage covering all claims for injuries to persons occurring on or around the premises. The Lessor shall approve the amount and the issuing company of the insurance. All policies shall name both the Lessee and the Lessor as insured parties.
12. *Lessee's Liability.* All Lessee's personal property shall be kept at the Lessee's soles risk and Lessor shall not be responsible for any loss or damage that is occasioned by acts or omissions of person's occupying adjoining premises or any part of the premises adjacent to or connected with the premises.

13. *Mutual Release.* The Lessor and Lessee and all parties claiming under them release each other all claims and liabilities arising or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with property or activities on the premises, regardless of the cause of the damage or loss. The Lessor and Lessee shall each include appropriate clauses waiving subrogation against the other party consistent with mutual release in this position in their insurance policies on the premises.

14. *Indemnity.* The Lessee agrees to indemnify and defend the Lessor from any liability, loss, damage, cost or expense, including attorney fees, based on any claims, demands, suits or action by any party with respect to any personal injury including death or property damage from any cause with respect to the Lessee or the premises, except for liability resulting from the intentional acts or gross negligence of Lessor or its employees, agents, invitees, or business visitors.

15. *Notices.* Any notices required under this lease shall be in writing and served in person or sent by registered, certified mail, return receipt requested to the addresses the parties stated in this lease or to such other address the parties substitute by written notice. Notices shall be effective on the date of the first attempted delivery.

16. *Lessee's Possession Enjoyment.* As long as Lessee pays the rent as specified in this lease and performs all of its obligations under this lease Lessee may peacefully and quietly hold and enjoy the premises for the term of this lease.

17. *Road Blockage Coordination.* It shall be entirely the responsibility of the Lessee to coordinate with the City of Frankenmuth any blockage of the road for ingress or egress to the subject property.

18. *Entire Agreement.* This agreement contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties hereto.

19. *Binding Effect.* This Agreement shall bind and benefit the parties and their successor and permitted assigns.

21. *No Camping.* There shall NO camping on property unless approved by Lessor.

22. *Time.* Time is of the essence in the performance of this lease.

IN WITNESS WHERE OF the parties hereto have set their hands and seal the day and date first above written.

WITNESSES

\_\_\_\_\_

\_\_\_\_\_

LESSOR:

FRANKENMUTH CIVIC EVENTS COUNCIL

\_\_\_\_\_

By :  
Its: President or Treasurer

LESSEE:

Lease Rate Schedule Per Day

100.00	Pre event day
\$200.00	For First Day
\$150.00	Second Day
\$100.00	Third Day and each day after the third.