

LEASE

This Lease is entered into this first day of December, 2011 between the Stockbridge Community School District, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 305 W. Elizabeth Street, Stockbridge, Michigan 49285 (the "Lessor") and the Village of Stockbridge, a Michigan Municipal Corporation (Village citation) whose address is Post Office Box 155, Stockbridge, Michigan 4928 (the "Lessee").

1. **Description of Premises.** The subject Premises include rooms and shared area access at the facility known as Stockbridge Middle School, located at 305 West Elizabeth Street, Stockbridge, Michigan 49259 (the "Premises"). The Premises includes the areas commonly described as:

Classrooms #2, #3, and #6 Including the stage adjoining Classroom #2, the Office adjoining Classroom #6, the Bathroom, and four Parking Spaces designated for Village use.

The "Shared Areas" of the Premises includes the areas commonly described as:

Entrances and Hallways for access to classroom #5 and all other spaces for building maintenance access.

2. **Term.** This Lease shall commence on February 1, 2012, for a term of two years and one month and end on February 28, 2014. Each party may, however, terminate this Lease at any time by providing written notice twelve (12) months in advance of the proposed termination date. This Lease is further subject to the termination and reentry provisions in paragraph 7 of this document.

3. **Rent.** Lessee agrees to pay rent in the sum of one dollar (\$1.00) for the period from February 1, 2012, through February 28, 2013. Lessee agrees to pay rent in the sum of \$650 per month for the period of March 1, 2013, through February 28, 2014. Rent provisions shall be subject to renegotiation for any renewal term of this Lease.

4. **Lessee's Use of the Premises.** Lessee's occupancy of the Premises is expressly conditioned upon compliance with the following terms, the breach of any of which shall constitute a default of this Lease's terms:

- a. **Modification of Facilities.** Lessee shall not modify or renovate any of the Premises without Lessor's prior written approval. Modifications will be at the Lessee's expense.
- b. **Impairment of Premise's Value.** Lessee shall undertake no activity which would in any way impair the Premise's or Shared Areas' value, and shall not permit or allow rubbish, waste materials, or waste products to accumulate on the Premises.
- c. **Indemnification.** The Lessee agrees to defend, indemnify, and hold harmless the Lessor from any and all claims of any nature whatsoever for damages including, but not limited to, personal injuries and death resulting there from which may arise from the Lessee's use of the Premises or Shared Area. Nothing contained herein, however, shall be construed as rendering the Lessee liable for acts of the Lessor's officers, agents, or employees.

- d. **Insurance.** Lessee shall obtain and keep in effect during the term of this Lease general liability insurance for the benefit of the Lessor in an amount to be mutually agreed upon in writing. Lessee shall deliver certificates of insurance to Lessor prior to occupancy. If Lessee fails to comply with this provision, the Lessor, at its option and sole discretion, may purchase the required insurance and take all necessary action against Lessee to seek reimbursement of same.

Lessor shall also, at all times, maintain property and general liability insurance coverage as to Stockbridge School in a mutually agreeable amount.

- e. **General Maintenance.** Lessee shall be responsible for routine cleaning and maintenance of the Premises and Shared Areas, including all damages and repairs caused by its use and occupancy of the Premises and Shared Areas, with the exception of the maintenance, repair, and/or replacement of any and all mechanical systems and building components, which shall be Lessor's sole responsibility.
- f. **Grounds Maintenance.** Lessor shall be responsible for structural parking lot repair and lawn mowing for the entire Stockbridge Middle School. Lessee shall be responsible for parking space and entrance area litter removal, removal of all trash generated, and snow and ice removal plowing for Village designated use areas.
- h. **Utilities.** Lessor shall pay for and maintain all utilities on the Premises. Lessee shall pay the Lessor for telephone, water, sewer, internet access, natural gas and electrical utility use at a rate of \$350 per month. Reimbursement shall be paid periodically upon written notification from Lessor of such utility charges.
- i. **Assignment and Subleasing.** The Lessee shall have no right to lease, assign, or in any way convey the right to occupy or use the building and/or the remainder of the Premises and Shared Areas.

5. **Signage.** Lessee may place appropriate signage on the Premises in and around Stockbridge Middle School by agreement with the Lessor. All signage shall be placed in accordance with applicable law, and shall in no way rename the Stockbridge Middle School.

6. **Cooperation.** Lessor and Lessee shall jointly cooperate to do all things reasonably necessary to effectuate the purposes of this Lease, including but not limited to, scheduling use of the Shared Areas. Agents of each party shall meet as necessary to discuss any concerns that they may have and to establish operations procedures for the Shared Areas.

7. **Default.** If any default is made in the performance of or compliance with any term or condition of this Lease, including but not limited to the provisions of paragraphs 3-6, the Lease, at the option of the Lessor, shall terminate and be forfeited, and Lessor may reenter the Premises. Lessee shall be given 30 days written notice of any default or breach. Termination and forfeiture of the Lease shall not result if, within 20 days of receipt of the notice, Lessee has corrected the default or breach or has taken action reasonably likely to effect such correction within a reasonable time. In addition, the Lessee agrees to pay the Lessor's costs, including actual attorney fees, which arise out of or are in any way related to the Lessee's default. The exercise by Lessor of the right of reentry shall not be a bar to, or prejudice in any way, any other legal remedies available to Lessor.

8. **Remedies Not Exclusive.** It is agreed that each and every of the rights, remedies, and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits set forth in the Lease or allowed by law.

9. **Successors and Assigns.** The covenants in this Lease shall be binding upon the successors and assigns of the parties.

10. **Severability.** If any provision of this Lease is determined invalid, the remainder of this Agreement shall remain in effect.

11. **Governing Law.** This Lease shall be interpreted in accordance with the laws of the State of Michigan.

12. **Entire Agreement.** This Lease represents the entire agreement between the Lessor and the Lessee and supercedes all prior negotiations, representations, or agreements, either written or oral. Modification of this Lease shall only be made by a writing signed by all parties.

13. **Notices.** Notices or consents of any kind required or permitted under this Lease shall be in writing and shall be deemed duly delivered if delivered by person or if mailed by certified mail, return receipt requested, postage prepaid to the appropriate party as follows:

A. If to the Lessee:

Don Byrd, President
Village of Stockbridge
Post Office Box 155
Stockbridge, Michigan 49259

If to the Lessor:

Bruce Wm. Brown,
Superintendent of Schools
Stockbridge Community Schools
303 W. Elizabeth Street
Stockbridge, Michigan 48285

With a copy to:

Gordon W. VanWieren, Jr., Esq.

-or-

Roy H. Henley, Esq.
Thrun Law Firm, P.C.
501 S. Capitol, Ste. 500
P.O. Box 40699
Lansing, Michigan 48901-7899

14. **Headings.** The headings used herein are for convenience only and shall not govern the interpretation of any paragraph hereof.

15. **Effective Date.** This Lease shall be effective as of the date upon which the last of the parties listed below has signed this Lease.

WITNESSED:

LESSOR: STOCKBRIDGE COMMUNITY SCHOOLS, a Michigan general powers school district

Connie Rissin
11-28-11

By: Bruce Wm. Brown
Bruce Wm. Brown

Its: Superintendent

Dated: 11-28-11

WITNESSED:

LESSEE: Village of Stockbridge, a Michigan (citation)

Connie Rissin
11-28-11

By: Don Byrd
Don Byrd

Its: President

Dated: 11-28-2011