

LEASE AGREEMENT

This Lease agreement (“Lease”), dated this ___ day of _____, 2022, between the **Village of Oxford**, a Michigan public body corporate entity (“Landlord”) located at 22 West Burdick, Oxford, MI and the **Northeast Oakland Historical Society, Inc.** (“Tenant”), a Michigan nonprofit corporation, located at 1 North Washington Street, Oxford, MI 48371 (“Tenant”), states the following:

RECITALS

WHEREAS, the Tenant and the Landlord are parties to a certain lease dated December 29, 1971.

WHEREAS, Landlord owns certain real property commonly known as 1 North Washington Street, Oxford, MI and legally described as:

T5N, R10E, SEC 22 ASSESSOR’S PLAT NO 2 LOT 1, VILLAGE OF OXFORD, TOWNSHIP OF OXFORD, OAKLAND COUNTY, MICHIGAN. (“Premises“)

WHEREAS, there is a building (“Building”) located on the Premises; and

WHEREAS, Tenant is authorized to enter into and be bound by this Lease; and

WHEREAS, Landlord is authorized to enter into and be bound by this Lease; and

NOW THEREFORE, the Tenant and the Landlord do hereby agree as follows with full and adequate consideration acknowledged and accepted by both the Tenant and the Landlord.

1. **Premises.** The Landlord leases to the Tenant the Premises and the Building.
2. **Term and Termination.** The term of the Lease shall be until either party submits a 90 day written notification of termination. Either party may terminate at its own discretion.
3. **Rent.** The Rent under this Amendment shall be one dollar (\$1) per year paid annually on or before January 31.
4. **Utilities.** Tenant agrees to be responsible for the payment of all of the utility services for the Premises, including water and sewer, gas, heating, electricity, and other services delivered to the Premises now or during the term of this Lease. Tenant agrees to promptly pay all such utility bills.
5. **Non-Assignability.** Tenant covenants not to assign, sublet or otherwise transfer or convey its interest or any portion of its interest in this Lease and the Premises or hypothecate or

mortgage the same without the written consent of the Landlord. The Landlord shall have total and sole discretion regarding the approval of any proposed assignment or sublease.

6. **Use Of Premises.** Tenant agrees that the Premises shall be solely used and occupied as a Historical Museum, and for no other purpose without the written consent of the Landlord. Tenant agrees that it shall not use the Premises for any purpose in violation of any law, municipal ordinance or regulation.

7. **Signs.** Landlord reserves the exclusive right to the exterior of the Building, and Tenant shall not construct, place, or paint any sign or awning or other improvement or apparatus on the exterior of the Building without the prior written consent of Landlord.

8. **Acceptance of Occupancy.** Tenant has inspected the Premises and common areas, finds them in good order and repair, acceptable for Tenant's intended use of the Premises, and accepts the Premises and common areas as is for all legal purposes. Tenant further acknowledges that the Landlord has not made any representations regarding the condition and or state of repair of the Premises.

9. **Vacating The Premises.** Tenant shall not vacate or abandon the Premises at any time during the term of this Lease, and, if Tenant abandons or vacates the Premises or is dispossessed by process of law or otherwise, any personal property belonging to Tenant left on the Premises shall be deemed abandoned, at the option of Landlord. Landlord may also take repossession of the Premises and any personal property left by Tenant on the Premises and charge Tenant a monthly fee for the storage of that personal property. Any fee charged by Landlord for this purpose shall be deemed to be additional rent under this Lease and payable immediately.

10. **Repairs and Maintenance.** Tenant shall be responsible for the exterior of the Building in which the Premises are situated, including walls, roof, subsurface walls, and floor and including painting, structural maintenance, repair, and replacement, and for the repair, maintenance and replacement of the furnace and hot water heater. Tenant shall additionally be obligated to repair and maintain the Premises at Tenant's expense.

The Premises shall be kept in good and safe condition, including the windows, the electrical fixtures, the plumbing fixtures, and any other system or equipment within the Premises. Tenant shall also maintain in good condition the sidewalk and driveway. (May want to remove this as there is no driveway or parking lot that is adjacent to this building) adjacent to the Premises, shall regularly sweep those areas and pick up any trash or debris on the Premises, and during the winter months shall keep the sidewalk adjacent to the Premises clear of snow and ice. Tenant shall have the parking lot adjacent to the Building plowed. The Landlord, at its sole discretion, may enter onto the Premises and perform such maintenance, clean the Premises of rubbish, debris or snow and charge the cost to the Tenant. If the Tenant should fail to repair, maintain or pay the Landlord for making the repairs and/or maintenance, the Landlord shall have the right to pursue all of the default remedies provided under this Lease provided at paragraph # 23.

The Tenant shall not erect any structures for storage or use the roof for any purpose without the written consent of the Landlord. Tenant further agrees that not to perform any acts or carry on any practices which may injure the Building or the Premises.

11. **Alterations/Improvements.** The Tenant shall not make any alterations, additions or improvements to said Premises and/or the Building without the Landlord's written consent. The Tenant agrees that all alterations, additions, and improvements made by either the Tenant or the Landlord are the property of the Landlord and shall remain at the Premises and be surrendered to the Landlord at the end of the Lease.

12. **Surrender of Premises.** Tenant shall surrender the Premises to Landlord at the expiration of this Lease broom clean and in the same condition as the Premises were when this Lease was fully executed, excepting normal wear and tear.

13. **Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter onto the Premises and the Building at all reasonable hours for the purpose of inspection of the Premises. If the Landlord deems any repairs necessary it may demand that the Tenant make those repairs and if the Tenant refuses or neglects to commence such repairs and complete the repairs within a reasonable time, the Landlord at its sole discretion may make those repairs and charge them to the Tenant. If the Tenant should fail to make the repairs and/or fail to pay the Landlord for making the repairs, the Landlord shall have the right to pursue all of the default remedies provided under this Lease provided at paragraph # 23.

14. **Taxes and Assessments.** To the extent there is or becomes taxes or assessments associated with the Premises or the Building such taxes or assessments shall be paid by the Tenant.

15. **Trade Fixtures.** All trade fixtures and moveable equipment installed by Tenant in connection with the business conducted by it on the Premises shall remain the property of Tenant and shall be removed by it at the expiration of this Lease. Tenant shall repair any damage caused by such removal and restore the Premises to its original condition.

16. **Insurance.** Tenant shall, at its sole expense, insure the Building on the Premises against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils naming the Landlord as an additional insured. Tenant shall obtain and maintain in full force general liability and property damage insurance, with both Tenant and Landlord as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount and issued by a company approved by Landlord. The insurance shall also contain a waiver of subrogation clause exempting Landlord from any liability for any insured loss. Tenant shall deliver to Landlord customary insurance certifications evidencing that the insurance is in effect at all times during the term of the Lease. The policy must further provide for notice by the insurance company to Landlord of any termination or cancellation of the policy at least 30 days in advance of that event. (The Village owns and insures the building currently, but does not insure any of the contents.)

17. **Insurance of Plate Glass.** Tenant agrees to keep the plate glass located on the Building at the Premises insured with a responsible insurance company with the Landlord as a named insured and to deliver the policy or policies to the Landlord and upon the Tenant's failure to do so the Landlord may at its sole discretion obtain such insurance and charge the cost of the

insurance to the Tenant. The failure of the Landlord to obtain such insurance does not relieve the Tenant of the responsibility to obtain such insurance. If the Tenant should fail to obtain such insurance or to pay the Landlord for obtaining such insurance Landlord shall have the right to pursue all of the default remedies provided under this Lease provided at paragraph # 23.

18. **Tenant's Liability.** All Tenant's personal property, including trade fixtures, on the Premises shall be kept at Tenant's sole risk. Landlord shall not be responsible or liable to Tenant for any loss of any kind including but not limited to any loss of business or other loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the leased Premises or any part of the Building of which the leased Premises are a part or for any loss or damage resulting to Tenant or its business or property from water, gas, sewer, or steam pipes that burst, overflow, stop, or leak; from heating, cooling, or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause.

19. **Destruction of Premises.** If the Premises and the Building are totally destroyed through no fault of Tenant or if the Premises and/or Building cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this Lease, effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time period, this Lease shall terminate.

20. **Release.** Tenant releases and discharges the Landlord from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. Tenant shall cause appropriate clauses to be included in any required insurance policies covering the Premises waiving subrogation against the Landlord consistent with the release in this paragraph.

21. **Condemnation.** If the Premises or any part of them are taken for any public or quasipublic purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this Lease shall terminate at the option of either Landlord or Tenant, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or Building that is awarded for the taking shall be payable to and be the sole property of Landlord.

22. **Indemnity.** Tenant agrees to indemnify, hold harmless and defend Landlord from any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause with respect to Tenant's use of the Premises.

23. **Default and Reentry.** If the Tenant neglects or fails to perform its obligation to pay rent when due; if Tenant neglects or fails to perform any other covenants in this Lease to be observed and performed on its part for 10 days after written notice by Landlord of the default; if Tenant makes any assignment for the benefit of creditors or a receiver is appointed for Tenant or its property; or if any proceedings are instituted by or against Tenant in bankruptcy (including reorganization) or under any insolvency laws, Landlord may reenter the Premises and seek to relet

the Premises on any terms that Landlord, in its sole discretion, deems advisable. In the alternative, Landlord may terminate the Lease and seek to relet the Premises on any terms that Landlord, in its sole discretion, deems advisable. Notwithstanding any termination of the Lease by Landlord or reentry by Landlord without a termination, Tenant shall continue to be liable to Landlord for rent owed under this Lease, any rent deficiency that results from a reletting of the Premises during the term of this Lease, and the cost of reletting the Premises.

Notwithstanding any reletting without termination, Landlord may at any time elect to terminate this Lease for any default by Tenant by giving written notice of the termination to Tenant.

In addition to Landlord's other rights and remedies as set forth in this Lease and without waiving any of those rights, if Landlord deems any repairs necessary that Tenant is required to make or if Tenant is in default in the performance of any of its obligations under this Lease, Landlord may, on failure of Tenant to meet the obligation, make or cause repairs to be made and defaults to be cured and shall not be responsible to Tenant for any loss or damage that occurs by reason of that action, and Tenant agrees that it will immediately on demand pay Landlord's reasonable costs for curing as additional rent under this Lease.

24. **Subordination.** This Lease and Tenant's rights shall at all times be subordinate to the lien of any mortgage now or later placed by the Landlord on the land and Building of which the Premises are a part, and Tenant agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this Lease or any collateral assignment of this Lease or the rents under it that Landlord may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If Tenant is requested to sign any subordination agreement or other document/instrument on behalf of Landlord's mortgagee for such subordination, Tenant agrees to sign such document/instrument and in addition Tenant appoints the Landlord as its attorney-in-fact to execute and deliver such subordination agreement document/instrument in the name of the Tenant.

25. **Notices.** Any notice required under this Lease shall be in writing and sent by registered or certified mail, return receipt requested, to the addresses of the parties set forth in this Lease or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

26. **Tenant's Possession and Enjoyment.** Tenant, on payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, obligations and duties under the terms of this Lease shall and may peacefully and quietly have, hold, and enjoy the Premises for the term of this Lease under the terms of this Lease.

27. **Holding Over.** If Tenant does not vacate the Premises at the end of the term specified in this Lease, such holding over shall constitute a month-to-month tenancy at 150 percent of the then existing rental rate.

28. **Entire Agreement.** This Lease contains the entire agreement of the parties with respect to its subject matter, and this Lease may not be amended or modified except by a written instrument executed by the parties to this Lease.

29. **Waiver.** The failure of the Landlord to enforce any covenant or condition of this Lease shall not be deemed a waiver of its right to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing.

30. **Landlord's Fees and Expenses.** Any fees, costs, or expenses incurred by the Landlord for the enforcement of the Tenant's obligations under this Lease, including reasonable attorney fees, shall be due and payable immediately under the Lease.

31. **Binding Effect.** This Lease shall be binding on and inure to the benefit of the parties to this Lease and their respective successors and permitted assigns.

32. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this Lease.

33. **Effective Date.** This Lease shall be effective as of the date first stated above.

34. **Michigan Law.** This Lease shall be governed by and interpreted in accordance with the laws of the state of Michigan. If any provision of this Lease is in conflict with any statute or rule of any law in the state of Michigan or is otherwise unenforceable for any reason whatsoever, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Oakland County, Michigan.

35. **Mutually Drafted.** The Landlord and the Tenant has each participated in the drafting, negotiation, and preparation of this Lease and this Lease shall be deemed to have been mutually drafted. In the event of an ambiguity or question of intent or interpretation, this Lease shall be construed as if drafted jointly by the Landlord and the Tenant and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of this Lease.

36. **Liens.** Tenant agrees that it shall not allow any lien to be asserted and maintained against the Premises or the Building. Tenant agrees to immediately notify Landlord of any such asserted Claim of Lien or any such recorded Claim of Lien. Tenant agrees to immediately address any such lien and obtain a discharge or any other remedy required or allowed by law.

IN WITNESS WHEREOF, the Landlord and the Tenant have caused this Lease Agreement to be executed accordingly and as set forth below:

LANDLORD:

Village of Oxford

By: _____

Name: _____

Title: _____

TENANT:

**Northeast Oakland
Historical Society, Inc.**

By: _____

Name: _____

Title: _____