

Western Market 2018 Lease Agreement

This AGREEMENT made and entered into the _____ day of _____, 2018 by and between the City of Muskegon "City", 933 Terrace Street, Muskegon, MI 49440 and _____ "Tenant" of a certain chalet located on Western Avenue between 1st Street and 2nd Street, Muskegon, MI 49440.

A. The City of Muskegon has agreed to grant a revocable, non-transferable, and non-exclusive use of _____ chalet, on Western Avenue between 1st Street and 2nd Street adjacent to the U.S. Post Office.

B. Tenant has agreed to rent the _____ chalet from the City. Therefore, the parties agree as follows:

1) **Use.** Retail purposes only.

2) **Rent.** Rental amount _____ for the season.

3) **Length of Agreement.** The agreement will take effect on _____ through December 15, 2018. Penalty for vacating premises before term expires is \$50 per day.

4) **Security Deposit** \$150.

5) **Trash.** The Tenant is responsible for moving any trash from the public rights of way connected to Tenant's business. If Tenant does not remove trash, the City of Muskegon may remove the trash and bill the Tenant.

6) **Sublease.** The Tenant may not sublease its space in whole or part to any other individual or business. All Tenants must be listed on the original lease unless authorization is given from staff.

7) **Repair & Maintenance.** The City shall be responsible for all repairs unless damage is deliberate by tenant. In this case, the Tenant shall be responsible to pay for any repairs the City shall make.

8) **Damage.** Any damage or permanent changes to the structure shall be repaired and restored by the Tenant or the tenant will be charged any fees incurred by the City of Muskegon.

9) **City Inspections.** City allowed to conduct inspections upon reasonable notice.

10) **Insurance.** The Tenant shall provide a Commercial General Liability Insurance of not less than \$1,000,000 naming the City of Muskegon as the certificate holder. The following language must be listed on the insurance, "ADDITIONAL Insured: City of Muskegon, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof." The insurance policy must be in place and on file in the City Clerk's Office before tenant may commence business. The insurance policy must be active throughout the entire season or tenant will not be allowed to operate until policy is active.

11) Operating Covenant.

- a. The Tenant shall not abandon or leave vacant the chalet and shall not allow anyone other than Tenant, its employees, or agents to occupy it. Tenant shall not conduct an auction, going-out-of-business, bankruptcy sales, or similar practice.
- b. Tenant may not display merchandise outside of the chalet or obstruct the public rights of way without prior written consent from the City of Muskegon.
- c. Tenant must keep their chalet and surrounding area clean, neat, and safe.
- d. Tenant will refrain from using the chalet in any way that is disruptive, a nuisance, annoyance, or an inconvenience.
- e. Tenant must keep the chalet continuously and uninterruptedly open for business and adequately staffed during the following hours:

May 26 – September 2 open Wednesdays through Fridays from 11 am to 6 pm

May 26 – September 2 open Saturdays from 9 am to 3 pm

Open Sundays for the month of July from noon to 3 pm

Open all cruise ship and festival days

Open Saturdays, September 8 through October 27 from 11 am to 3 pm

Open Saturdays, November 24 through December 15 from 11 am to 3 pm

Noting that emergencies do arise from time-to-time, a grace period of five absences will be given (unless Tenant has contacted staff and received written authorization for more absences under extenuating circumstances). After five such absences, the Tenant will be fined \$50 for each day they remain closed for the season.

- f. Tenant will maintain a stock of merchandise throughout the season.
- g. Tenant will comply with all laws, ordinances, orders, rules, regulations, and requirements of federal, state, county, and city government regulating the use and occupancy of the chalet.
- h. Tenant will not install any signs on the chalet or display any additional signs on the sidewalk or porch. No outside displays shall be attached to the building, cover the building, or cover the windows. If outdoor displays are used, they must be tastefully decorated. They cannot be on the sidewalk. It is the tenant's responsibility to inform their employees of the rules. Items must be removed immediately when told and a \$50 fine will be issued after the second warning of the season. If racks are used, they are limited to one rack for their outdoor display. Three or more violations of this section may result in not being allowed to participate as a vendor in future seasons. Special instructions for set-up of art fair and Rebel Road will be issued at a later date.

- i. No changes should be made to the inside structure or the outside of the chalet in such a manner as to detract from the character and standards of the chalet.
- j. Tenant shall say no disparaging remarks to the public about the City, downtown, or any entity involved in the chalets or downtown. Vendors shall be courteous to other vendors, customers, and other business owners.
- k. Tenant shall provide a copy of their sales tax license and any other licenses required by City, State, or Federal government.
- l. Electricity is limited. Tenant may plug in a lamp, air conditioner/heater, cell phone, or music. Any other items such as a cooler, refrigerator, appliance, etc. will pay an additional \$50 for the season per EACH appliance. List any appliances to be used at the chalet. _____ . Initial here to state your understanding that it is your responsibility to report if you add an appliance and pay the \$50 fee. _____
- m. Tenant shall participate in marketing chalet including social media, events, and participating in activities at Western Market.
- n. Tenant is responsible for their own internet connection to accept payments. The city will attempt to provide free wi-fi for payment processing but this service is not guaranteed. The city is not responsible for any missed sales that may happen from the lack of internet. The city will not attempt to repair the internet on weekends or after city hall hours.
- o. Tenants shall keep the outside and inside of their chalet clean at all times. Tenants shall pick-up any trash outside of their chalet and dispose in a proper manner.

12) **Default.** Tenant agrees should tenant breach any provisions in the agreement, the City of Muskegon may at any time declare the Tenant in default and terminate the agreement immediately.

13) **Indemnification.** Tenant shall indemnify City, its officials, etc. against any and all acts arising out of Tenants use of the chalet, and all claims, liability, liens, etc.

14) **Reimbursement.** Tenant agrees that it shall reimburse City of Muskegon for any and all costs and expenses, including reasonable attorneys' fees that City of Muskegon incurs in connection with the enforcement of its rights under this Agreement.

15) **Remedies.** Failure to pay rent; failure to perform any covenant will give the City the right to terminate the Agreement.

16) **Governing Law.** This Agreement shall be governed by the laws of the State of Michigan.

17) **Entire Agreement.** This Agreement shall constitute the entire agreement and supersede any other written or oral agreements between the parties.

18) **Severability.** Should any one or more of the provisions of this Agreement be determined to be unlawful, invalid, or unenforceable, the remaining provisions of this Agreement shall not be impaired.

IN WITNESS WHEREOF, the City of Muskegon and tenant have caused this agreement to be executed on the _____ day of _____.

WITNESSES:

City of Muskegon

By _____

Tenant

By _____
