

## LEASE AGREEMENT

This Lease Agreement (the “Agreement”) is dated this \_\_\_ day of \_\_\_\_\_, 2017, by and between the **Charter Township of Jamestown**, a Michigan charter township, 2380 Riley Street, Hudsonville, Michigan 49427 (the “Township”) and the **Patmos Library**, by and through the Patmos Library Board established pursuant to and in accordance with Act 164 of the Public Acts of Michigan of 1877, as amended (“Act 164”), 2445 Riley Street, Hudsonville, MI 49427 (the “Library”).

1. **Premises Leased.** Upon the terms and subject to the conditions of this Agreement, the Township leases to the Library, and the Library, acting in accordance with and pursuant to Act 164, leases from the Township, the Patmos Library building located at 2445 Riley Street, Hudsonville, MI (Permanent Parcel No. 70-18-09-499-016) (the “Leased Premises”).

2. **Term.** The term of this lease commences as of the date hereof and continues so long as the Library operates and maintains a public library on the Leased Premises. This Lease shall terminate if the Library moves out of the Leased Premises completely.

3. **Consideration.** The consideration for this Lease Agreement is \$1.00, the receipt of which is hereby acknowledged by the Township. Further consideration provided by the Library to the Township includes the continuation of public library services by the Library in the Township.

4. **Use of Premises.** The Library shall use the Leased Premises only for library purposes and, subject to the provisions of Paragraph 9 of this Lease, other specified purposes.

5. **Possession.** The Library shall have possession of the Leased Premises as of the effective date of this Lease Agreement.

6. **Responsibility for Operation, Maintenance, Repair and Replacement of Building and Components of Leased Premises.**

a. Except as otherwise set forth in this Paragraph 6a and Paragraph 6b, the Library shall carry out and be responsible for all necessary and appropriate upkeep, repair and maintenance of the Leased Premises, and shall pay all of the costs thereof, as set forth on Exhibit A to this Lease Agreement (the “Library’s Maintenance Obligations”). Except as otherwise set forth on Exhibit A, the Library shall not be responsible for the costs of the Township’s Maintenance Obligations (as defined below). Notwithstanding the foregoing, the Library’s maximum cost for those items listed as the Library’s Maintenance Obligations on Exhibit A shall not exceed \$500 per repair in any calendar year for each of the categories specified on Exhibit A.

b. The Township shall carry out and be responsible for all necessary and appropriate upkeep, repair and maintenance of the Leased Premises, and shall pay all of the costs thereof, as set forth on Exhibit A to this Lease Agreement (the “Township’s Maintenance

Obligations”). Except as otherwise set forth in Paragraph 6a and Exhibit A, the Township shall not be responsible for the costs of the Library’s Maintenance Obligations.

c. Any maintenance or repair items not included within Exhibit A to this Agreement shall be the responsibility of the Library, unless otherwise expressly agreed to by the Township Board.

d. Not less than annually, and no later than the Township’s Board’s November regular meeting, the Library shall provide a report to the Township on the physical condition of the Library building with projected capital improvements over a 1-, 3-, and 5-year period, to assist the Township in budgeting and planning for such improvements.

7. **Insurance.** The Township shall obtain and maintain throughout the term of this Agreement, fire, casualty and public liability insurance on the Leased Premises. The Library shall be named as an additional insured on all applicable policies for the Leased Premises. The Library shall obtain and maintain throughout the term of this Agreement, and at its sole expense, all necessary insurance to insure the contents of the Library including, but not limited to, books and periodicals, furnishings and computers.

8. **Utilities.** The Library shall pay all utility costs associated with the operation of the Leased Premises including electricity, heat, telephone and telecommunications, and such other similar utility operating expenses incurred in the normal course of business. The Township shall pay all public water supply and sanitary sewer service costs, fees, charges and expenses, other than repairs that are the Library’s Maintenance Obligations as set forth on Exhibit A.

9. **Use of Community Room.**

a. Included as part of the physical building comprising the Library is an area that has been previously designated as a “community room” (the “Community Room”). The Library agrees that the Township may store election machines and election-related equipment and materials (collectively, “Election Materials”) at the Library (said storage of Election Materials shall not interfere with the normal day-to-day operation and use of the Library for public library purposes). The Township shall be solely responsible for the storage and security of such Election Materials at the Library. Further, the Library agrees to make available the Community Room to the Township for the conduct of regular and special elections, including use of the Community Room as a public polling location. The Township’s use of the Community Room for election purposes shall supersede any other use of the Community Room. The Township shall be entitled to use the Community Room not less than two days prior to, the day of, and for two days following any regular or special election date to be held at the Library.

b. When the Community Room is not used by the Township for election purposes, the Library may utilize the Community Room for Library and other lawful purposes, including, but not limited to, rental to Library patrons or other community groups. Any such use by a patron or community group shall be subject to a policy or agreement whereby the user agrees to release the Township from all liability associated with the use of the Library and an agreement to hold harmless and indemnify the Township for such use.

10. **Entire Agreement; Amendment.** This Agreement comprises the entire agreement of the Township and the Library with respect to the subject matter hereof, and there are no other

conditions, understandings or agreements, whether oral or written, relating to the subject matter. This Agreement may be amended by a written amendment, if the amendment is agreed to, approved by, and signed by both the Township and the Library.

11. **Counterparts.** This Agreement may be executed in two counterparts, each of which shall be an original and both of which shall constitute one and the same instrument.

12. **Effective Date.** This Lease Agreement shall be effective on the date first written above.

**Charter Township of Jamestown**

By: \_\_\_\_\_  
Ken Bergwerff, Supervisor

By: \_\_\_\_\_  
Candy DeHaan, Clerk

**Patmos Library**

By: \_\_\_\_\_  
Library Board, Chairperson,

**Exhibit A to Lease Agreement**

	<b>Library Maintenance Obligations</b>	<b>Township Maintenance Obligations</b>
1	Roof - repairs and maintenance (up to \$500)	Roof – replacement, repairs (above \$500)
2	Doors, windows, siding, exterior brick, other exterior materials – replacement and major repairs (up to \$500)	Doors, windows, siding, exterior brick, other exterior materials – replacement and major repairs (above \$500)
3	HVAC – normal and routine repairs and maintenance (up to \$500)	HVAC – replacement and repairs (above \$500)
4	Parking lot, sidewalk - repairs (up to \$500)	Parking lot, sidewalk – replacement and repairs (above \$500)
5	Exterior lighting – repairs (up to \$500)	Exterior lighting – replacement and repairs (above \$500)
6	Electrical (including interior lights) –repair and maintenance (up to \$500)	Electrical (including interior lights) – replacement and repair (above \$500)
7	Alarm System – normal usage, monthly service expense and response calls; repairs (up to \$500)	Alarm System – replacement and repair (above \$500)
8	Signage - installation, maintenance, repair and replacement (all associated costs)	Signage - none