

# LEASE AGREEMENT

This agreement, dated this \_\_\_\_ day of May, 2019 between the City of Evert, as Lessor and Image Graphics Inc. / Dion Mitchell

As a lease agreement, on real property, owned by the City of Evert, it is agreed between the parties, as follows:

## 1. DESCRIPTION OF PREMISES:

This parcel is limited to the placement of a billboard sign location which is located 620 feet west of the current water tower site and 60 feet south of the center line of US 10.

## 2. TERM

This lease shall be for a term of five (5) years and is renewable for an additional five (5) years, unless notice of termination is received by the other party at least 30 days prior to the termination of the original term. Upon renewal Image Graphics Inc. / Dion Mitchell would retain the (ROFO)

## 3. COMPENSATION

For the term of five (5) years Image Graphics Inc. is to pay the City of Evert a 1-time amount of \$1,500.00 or \$300.00 per year as the City of Evert determines the payment as desired.

## 4. LIABILITY & INSURANCE

The Lessee shall hold the Lessor harmless from any liability regarding the Lessee's use of this property, including the placement and use of any billboard being erected on the property and releases the Lessor from any such liability. Lessee shall also obtain, and maintain, liability insurance, regarding the Lessee's use of the property, in an amount of not less than \$500,000.00.

## 5. PERMITS AND STRUCTURES

Any expense of permits and structures shall be the responsibility of the Lessee and any structure located on the property shall be removed at the termination of the lease. If it is not removed, the Lessor shall remove the structure and the Lessee shall be responsible for the cost thereof.

## 6. AGREEMENT TO LEASE TO LOCAL BUSINESS

In the process of seeking potential advertising on the billboard, Image Graphics Inc / Dion Mitchell will seek local business before all others in good faith to support and promote local business on the billboard.

7. COMPLETE AGREEMENT

This is a complete agreement of the parties and no additions or modifications shall be effective unless in writing and executed by all parties.

8. JURISDICTION

This contract shall be interpreted under the laws of the State of Michigan and the proper venue, for any action filed in a court of competent jurisdiction, shall be Osceola County, Michigan.

Date: May, \_\_\_\_, 2019

CITY OF EVART

\_\_\_\_\_  
BY: City Manager

IMAGE GRAPHICS

\_\_\_\_\_  
BY: Dion Mitchell Owner