

## **LANDLORD/TENANT USE AGREEMENT**

This Agreement is made and entered into as of July 1, 2025 by and between the **Village of Almont Downtown Development Authority**, hereinafter referred to as "Landlord," and the **Almont Historical Society**, hereinafter referred to as "Tenant."

### **1. Premises**

Landlord agrees to permit Tenant to use the property located at **149 S Main, Almont, Michigan** ("Premises") for the operation of the **Almont Historical Society Museum** and related activities.

### **2. Term**

This Agreement shall commence on **July 1, 2025** and shall remain in effect unless terminated by either party with **thirty (30) days** written notice.

### **3. Rent**

The use of the Premises shall be provided rent-free, unless otherwise agreed in writing by both parties.

### **4. Permitted Use**

Tenant shall use the Premises exclusively for museum operations, historical preservation, community engagement, and related activities. No other use shall be permitted without the prior written consent of Landlord. Tenant shall comply with all applicable federal, state, and local laws, ordinances, and regulations in connection with its use and occupancy of the Premise.

### **5. Maintenance and Repairs**

- Landlord shall be responsible for major structural repairs and maintenance of the building, including roofing, plumbing, electrical, and HVAC systems.
- Major repairs are defined as repairs necessary to maintain the structural integrity, safety, and essential functionality of the building, including but not limited to roof replacement or repair, foundation issues, major plumbing failures, electrical system malfunctions, HVAC system replacements, and exterior wall damage.
- Tenant shall maintain the interior of the Premises in a good and clean condition and be responsible for minor repairs and upkeep related to daily operations.
- Minor repairs are defined as routine maintenance and repairs necessary to preserve the functionality and cleanliness of the interior space, including but not limited to patching walls, replacing light bulbs, minor plumbing fixes such as unclogging drains, repairing interior doors and fixtures, maintaining flooring and paint, and window replacement.

### **6. Utilities and Services**

- Tenant shall be responsible for all utility payments, including but not limited to water, sewer, electricity, gas, waste disposal, internet, and telephone services.

## 7. Access and Security

- Landlord shall have full access to the Premises at all times and shall be provided with keys and/or access codes for entry upon execution of this Agreement.
- Tenant shall also have full access to the Premises and shall ensure the security of the building, notifying Landlord of any security concerns or issues.

## 8. Insurance and Liability

- Tenant shall maintain general liability insurance with coverage of at least **one million dollars (\$1,000,000)** naming Village of Almont as an additional insured party. Tenant shall provide evidence of the general liability insurance upon execution of this Agreement.
- Landlord shall maintain property insurance for the building structure.
- To the fullest extent permitted by law, Tenant agrees to indemnify, defend, and hold harmless Landlord and its officers, employees, and agents from any claims, damages, liabilities, or expenses arising from any use, activity, work, accident, injury or thing done on or about the Premises or due to any other act or omission of Tenant, or from Tenant's failure to perform its obligations under this Agreement. The obligations under this Section shall remain in effect and shall survive without limitation the termination of this Agreement with respect to any occurrence or claims that arise from this Agreement during the Term.

## 9. Alterations and Improvements

Tenant shall not make structural alterations to the Premises without prior written consent from Landlord. Any approved alterations shall become property of the Landlord upon termination of this Agreement unless otherwise agreed to in writing and signed by both parties.

## 10. Termination

Either party may terminate this Agreement with **sixty (60) days** written notice. Upon termination, Tenant shall return the Premises to Landlord in the same and in as good condition as when Tenant first took occupancy, reasonable wear and tear excepted.

## 11. Governing Law

This Agreement shall be governed and interpreted under the laws of the State of Michigan.

## 12. Breach and Remedies

If either party breaches any material term of this Agreement, the non-breaching party may terminate this Agreement upon **thirty (30) days'** written notice. In the event of a breach, the non-breaching party may pursue all legal and equitable remedies available.

## 13. Assignment and Subletting

Tenant shall not assign this Agreement or sublease any part of the Premises without the prior written consent of Landlord.

#### **14. Miscellaneous**

- This Agreement constitutes the entire agreement between the parties.
- Any modifications must be in writing and signed by both parties.
- If any provision of this Agreement is deemed unenforceable, the remainder shall remain in full force and effect.
- This Agreement may be executed in one or more counterparts (including by means of facsimile or electronic transmission), each of which shall be deemed an original but all of which together will constitute one and the same instrument.