

PROPERTY RENTAL AGREEMENT

(1) This Property Rental Agreement (“Agreement”) shall be effective as of the date of the last signature and is by and between the Charter Township of Waterford, a Municipal Corporation, whose address is 5200 Civic Center Drive, Waterford, Michigan 48329, hereinafter designated as the “**Landlord**”, and R&L Produce by Van Houtte Farms, LLC, a Michigan limited liability company whose address is 11360 35 Mile Road, Romeo, Michigan 48065, hereinafter designated as the Tenant.

(2) Description of Rental Area and Purpose: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby rent to the Tenant the portion of the premises situated at the Parking Lot on the property known as 2303 Crescent Lake Road, Waterford Township, MI 48329 as depicted on that attached plot plan (“Premises”) for the purpose of seasonal retail sales of fresh produce as a transient merchant.

(3) Term and Rent: This Agreement shall be for up to four (4) months per year (July, August, September, and October) beginning in calendar year 2020 and continuing through calendar year 2024, with the Tenant’s rent payments to Landlord to be in the amounts listed below. The payments for August, September, and October shall be made by the first day of those months. If Tenant commences use of the Premises in July, the payment shall be made on the date of that commencement, with the amount to be based on the number of use days in the month at the daily rate.

YEAR	MONTHLY RATE	DAILY RATE
a) 2020	\$1,290.00	\$42.00
b) 2021	\$1,330.00	\$43.00
c) 2022	\$1,370.00	\$44.00
d) 2023*	\$1,410.00	\$45.00
e) 2024*	\$1,450.00	\$46.00

(*) In calendar years 2023 and 2024 the Landlord has the option to discontinue this rental agreement for any reason. The Landlord agrees to exercise this option and notify the Tenant by March 1st in each of those years. Failure to provide notice to the Tenant by March 1st shall be considered a forfeiture of the Landlord’s right to discontinue this rental agreement in that given calendar year.

Electricity: Tenant is responsible for any and all cost including all metered electrical billings.
Water: Tenant is responsible for an initial \$400.00 pre-paid temporary water source as well as all subsequent metered billings.

(4) Insurance: Although the Landlord may insure the Premises on its general liability insurance coverage, Tenant shall have no right to or expectation of coverage under any insurance policies of the Township. During periods of occupancy the Tenant shall be required to provide commercial general liability insurance covering all operations including occupancy and/or use of the property with a minimum liability limit of one million dollars per occurrence. It is understood and agreed that the following shall be Additional Insured: The Landlord, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and their board members, employees and volunteers. It is understood and agreed by naming the Landlord as additional insured, coverage afforded is considered to be primary and any other insurance the Landlord may have in effect shall be considered secondary and/or excess.

(5) Assignment: The Tenant covenants not to assign or transfer this rental agreement or sublet said premises or any part thereof without the written consent of the Landlord. Any assignment, transfer, hypothecation, mortgage or subletting without said written consent shall give the Landlord the right to terminate this rental agreement and to reenter and repossess rented premises.

(6) Use and Occupancy: It is understood and agreed between parties hereto that said premises during the continuance of this rental agreement shall be used and occupied by Tenant only for the retail sale of fresh produce and purposes incidental thereto. The Tenant will not use the premises for any purpose in violation of any law, municipal ordinance or regulation, or its Transient Merchant License from the Township, and that on any breach of this agreement the Landlord may at its option terminate this rental agreement forthwith and reenter and repossess the rented premises.

(7) Tenant to Indemnify: The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any person or property in, on or about said rented premises due to negligence or other actions or omissions of Tenant or its employees, agents, and vendors.

(8) Repairs: The Tenant further covenants and agrees that it will, at its own expense, during the continuation of this agreement, keep the said premises clean and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The tenant shall not make any alterations, additions or improvements to said premises without the Landlord's written consent. The Tenant agrees to remove all market related items at the end of each use period in a calendar year, as well as, repair or fill in all holes in dirt and/or asphalt from market tent stakes or other market related use.

(9) Reservation: The Landlord shall have the right of inspection of the rented premises and a right of entry onto said rented property when such entry is necessary and incidental to the operation of the Township of Waterford.

(10) The Tenant further acknowledges that it has examined the said rented property prior to signing this rental agreement, and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord which are not herein expressed, and the Tenant hereby accepts the rented property in its present condition at the date of the execution of this agreement.

(11) It is further agreed that the Tenant may seek a temporary sign permit from the Waterford Township Development Services Department for all signage used on the property for the duration of this rental agreement.

(12) In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said rented premises shall be deserted or vacated, then it shall be lawful for the Landlord to reenter and repossess the said premises and to remove and dispose of any property of the Tenant that remains on the premises.

(13) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

(14) Whenever under this agreement, a provision is made for notice of any kind it shall be deemed sufficient notice and service thereof if such notice to the Tenant is in writing addressed to the Tenant at the address in this Agreement or at the rented premises and deposited in the mail with postage prepaid and if such notice to the Landlord is in writing addressed to the address of the Landlord to the Attention of

the Township Supervisor and deposited in the mail with postage prepaid.

IN WITNESS WHEREOF, the parties have signed this Agreement on the dates indicated next to their signatures.

CHARTER TOWNSHIP OF WATERFORD

Gary Wall, Township Supervisor Date

Kimberly F. Markee, Township Clerk Date

R&L PRODUCE BY VAN HOUTTE FARMS, LLC

Rene Van Houtte, Manager/Member Date

Larry Van Houtte, Manager/Member Date

Attached Plot Plan is part of this Agreement



2303 Crescent Lake Rd.



Proposed Lease Area
Designated in Blue

2315
2315A
2313

2303

Universal St

1:1,128



188.1 0 94.04 188.1 Feet

SOURCES: The Charters Township of Waterford and Oakland County, MI.
Oakland County parcel data, Updated weekly.

DISCLAIMER: Information depicted hereon is for reference purposes only. It was compiled from the best available resources which have varying degrees of accuracy. This map is not a legally recorded map nor a survey and is not intended to be used as such. The Charter Township of Waterford assumes no responsibility for error that arise from this map.