

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease Agreement"), entered into by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is 324 S. Saginaw Street, Flint, Michigan 48502 (the "County") and the City of Flint, a Michigan Municipal Corporation, whose principal place of business is 1101 S. Saginaw Street, Flint, Michigan 48502 (the "Tenant") (the County and the Tenant together, the "Parties").

1. The Leased Premises

The County leases to the Tenant, and the Tenant leases from the County, a portion of the commercial building located at 630 S. Saginaw Street, Flint, Michigan 48502, more particularly described in Exhibit A (hereinafter the "Leased Premises")

2. The Lease Term

2.1 Initial Term

The term of this Lease Agreement shall commence on June 1, 2026 and shall end on December 31, 2029 (the "Initial Term").

2.2 Extension Term

The Tenant has the option, subject to the County's right to terminate for convenience under Paragraph 13.2 of this Lease, to extend this Lease Agreement for up to two additional one (1) year terms (the "Extension Terms") (the Initial Term or any Extension Term, a "Lease Term").

2.3 Extension

If the Tenant has not notified the County of its intent to extend this Lease Agreement by 60 days prior to the end of a Lease Term, this Lease Agreement shall terminate.

3. The Rent

3.1 Upon execution of this agreement, the Tenant shall pay a lump sum of \$3,750 which constitutes the monthly rental rate for the period from January 1, 2026, through May 31, 2026

3.2 The monthly rent (the "Rent") for the Initial Term of this Lease Agreement shall be payable in advance to the Genesee County Treasurer by the fifteenth (15th) day of each month. The monthly Rent shall be \$750.00.

3.3 If the Tenant exercises its option to extend this Lease Agreement for one or more Extension Terms, the monthly rent shall be \$785.00 for the first Extension Term, and \$820.00 for the second Extension Term.

4. Use and Access

4.1 Use of Leased Premises

The Tenant agrees that it shall use the Leased Premises solely for the purpose of general office use.

4.2 Hazardous Materials

Tenant agrees that it shall not bring any hazardous substances, as that term is defined by MCL 324.20101(t), onto the Leased Premises. Tenant further agrees to indemnify and hold the County harmless from all claims, liability, damage, or injury to any person or entity, including the County, arising out of the Tenant's storage at, use at, or transportation of hazardous substances to or from the Leased Premises.

4.3 The Tenant's Access to the Leased Premises

The Tenant shall have full access to and may use the Leased Premises for the aforementioned use during regular business hours. The Tenant shall also have access to the commercial building located at 990 S. Saginaw Street as needed to permit access to the Leased Premises to Tenant, its agents, employees, and invitees.

4.4 Signage

Subject to the County's reasonable written approval of number, size, structure, and content, the Tenant may post signs upon the Leased Premises identifying it as Tenant's place of business.

5. Alterations to the Leased Premises

5.1 The Tenant shall have no authority to make alterations or improvements to the Leased Premises.

5.2 Tenant agrees it will be solely responsible for its own acts and omissions and the acts and omissions of its employees, officers, directors, and affiliates arising out of the installation, use, and removal of any alteration or improvement to the Leased Premises performed by Tenant or Tenant's agents. The County shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the Tenant or its employees, officers, directors, or agents to perform any of their obligations under this Agreement.

6. Maintenance and Utilities

6.1 Maintenance

The County agrees that it shall provide all maintenance for the Leased Premises during the term of this Lease Agreement.

6.2 Utilities

The County shall bear the cost of all water and sewer facilities, electricity, and heat to the Leased Premises.

6.3 Digital Network

The Tenant shall provide its own equipment to obtain access to the internet and Tenant's network and will not be connected to the County's network. The Tenant understands that the County will end its agreement with Comcast to provide internet and network access on the Tenant's behalf, and the Tenant agrees to enter into a contract with Comcast, or a company of its own choosing, to provide it with such access.

7. Assignment or Transfer

The Tenant shall not assign, sublet, or in any manner transfer this Lease Agreement or any estate or interest in the Leased Premises.

8. Insurance Requirements

8.1 The Tenant's Liability Insurance Requirements

Commercial General Liability (CGL)

- Coverage for bodily injury, property damage, and personal/advertising injury and damage to rented premises.

Automobile Liability, Hire-Non-Owned Liability

- Coverage for all owned, non-owned, and hired vehicles
- Minimum limit: \$1,000,000 combined single limit per occurrence

Workers' Compensation and Employer's Liability

- Statutory Workers' Compensation in accordance with Michigan law
- Employer's Liability: \$1,000,000 each accident/disease

Property Insurance

- Lessor shall maintain property insurance covering the building structure
- Lessee shall maintain coverage for:
 - Personal property
 - Equipment
 - Improvements and betterments (if applicable)

Umbrella Liability Insurance in an amount not less than \$3,000,000 per occurrence.

Additional Insured

To the extent permitted by law, the Tenant shall name the County as an additional insured on its Commercial General Liability policy with respect to liability arising out of the Lessee's use or occupancy of the premises.

Coverage shall be primary and non-contributory to the extent permitted by Lessee's insurance or self-insurance program.

Waiver of Subrogation

To the extent permitted by law, each party waives all rights to damages covered by property insurance maintained pursuant to this Agreement against the other party. Each party requires its insurers (or self-insurance program administrators) to provide a waiver of subrogation endorsement in favor of the other party.

8.2 **County and Tenant's Evidence of Insurance**

Each party shall provide the other with certificates of insurance or other reasonable evidence of coverage upon execution of this Agreement and upon each renewal of coverage thereafter.

Tenant shall provide written notice of cancellation or of a material change in coverage in accordance with policy provisions.

9. **Claims**

9.1 Each party to this Lease will remain responsible for any claims arising out of that party's performance of this Agreement, as provided for in this Agreement or by law. This Agreement is not intended to either increase or decrease either party's liability to or immunity from tort claims.

9.2 **Damage to the Leased Premises**

In the event that the Leased Premises are damaged by fire, flood, or other casualty, the County shall, within a reasonable time, repair the Premises to as good condition as at the time possession was delivered to the Tenant.

9.3 **If Premises are Rendered Untenantable**

In the event that the fire, flood, or other casualty renders the Leased

Premises or any portion thereof untenable, either Party may terminate this Lease Agreement as of the date of the fire, flood, or other casualty. If the Lease Agreement is not terminated, the Tenant shall be entitled to an abatement of rent proportional to the amount of the Premises rendered untenable for the time that the Leased Premises remain untenable. This abatement of rent is Tenant's sole and exclusive remedy against the County for Tenant's loss of use of the Premises during the time that the Leased Premises remain untenable.

9.4 Definitions

For the purposes of this section, the following definitions apply.

9.4.1. *Fire, Flood, or other Casualty* is defined as any unexpected event not due to the intentional act of either Party that causes loss, damage, or injury.

9.4.2. The Leased Premises, or any portion thereof, are *untenable* if they are unable to be used for the purpose described in Paragraph 4.1.

10. **Condemnation**

10.1 If the whole or any part of the Leased Premises is acquired by the exercise of the power of eminent domain, or by a sale under threat of exercise of eminent domain, this Lease shall terminate effective as of the date of sale or condemnation, and, except as provided by this Lease, Tenant shall have no claim whatsoever, including claims of apportionment, against the County either for the value of any unexpired Term of the Lease or for the value of any Tenant Improvements.

10.2 In the event of such a sale or condemnation, the Rent for the month in which the sale or condemnation occurs shall be prorated to the date of the sale or condemnation, and the County shall return the unused portion of that month's Rent to the Tenant.

11. **Subordination of Lease**

Tenant agrees that County may subordinate this Lease Agreement to its present or any subsequent mortgage on the Premises, provided that such subordination does not interfere with Tenant's continued use and enjoyment of the Premises. Tenant agrees to execute any instruments that may be reasonably requested from time to time by County to evidence the above-described form of subordination of this Lease to any mortgage. Upon County's request, Tenant agrees to execute, acknowledge and deliver to County a statement in writing certifying that this Lease Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified, and stating said modifications), and the dates to which the rent and other charges have been paid in advance, if any.

12. Sale of Premises

If County sells or transfers all or any portion of the commercial building, to another party, then County shall be released from any liability thereafter accruing under this Lease Agreement to the extent the purchaser(s) or transferee(s) assumes the County's right and obligations under this Lease. If any security deposit or prepaid rent has been paid by Tenant, County shall transfer the security deposit or prepaid rent to County's successor, after which County shall be discharged from any further liability regarding such security deposit or prepaid rent. Any sale or transfer by County shall not interfere with Tenant's continued use and occupancy of the Premises pursuant to the term of this Lease Agreement.

If the County sells or transfers all or any portion of the commercial building to another party, and relocates the operations of the 67-5 District Court, the Tenant may relinquish its rights and obligations under this Lease and be released from all liability thereafter.

If the County sells or transfers all or any portion of the building to another party, and relocates the operations of the 67-5 District Court, the parties agree they will engage in good faith negotiations to renew the provisions of this Lease Agreement, and provide the Tenant, under the terms set forth herein, with 600 square feet of office space at the building or structure to which the operations of the 67-5 District Court have been relocated.

13. Termination and Surrender

13.1 Termination for Breach by Tenant

In the event that the Tenant is in breach of any provision of this Lease Agreement, and such breach continues for thirty (30) days after written notice by the County, the County may:

- 13.1.1. Cure such default and invoice Tenant the cost of such cure, which amount shall be due within thirty (30) days of receipt of such invoice; or
- 13.1.2. Terminate this Lease Agreement by sending written notice to Tenant of the effective date of such termination and seek to take possession pursuant to legal proceedings provided for by law. If Tenant is adjudged to be in default of this Lease by a court of competent jurisdiction and is so evicted from the Premises, County shall promptly attempt to procure a new Tenant for the Leased Premises on reasonable terms and conditions. If despite County's reasonable efforts, a new Tenant cannot be procured at the rental rate designated in this Lease Agreement, then Tenant shall be liable for any

difference in rent, and any damages to the Leased Premises caused by the Tenant. Tenant shall also be liable for County's reasonable costs and expenses associated with having to bring a legal proceeding pursuant to this Section if Tenant is deemed to be in violation of this Lease Agreement by a court of competent jurisdiction unless such court also determines County to be in violation of this Lease.

13.2 Termination for Breach by County

In the event that the County is in breach of any material obligation imposed by this Lease Agreement, and such breach continues for thirty (30) days after written notice by the Tenant, the Tenant may terminate this Lease Agreement by sending written notice to the County of the effective date of such termination.

13.3 Termination for Convenience

If, in the County's sole discretion, it is determined to be in the best interests of the County, the County may terminate this Lease Agreement upon one-hundred and eighty (180) days' written notice.

13.4 Condition Upon Surrender

The Tenant shall, upon termination of this Lease Agreement or at the expiration of the Initial Term or any Extension Term, surrender the premises in as good condition as at the time possession is delivered, except for ordinary wear and tear.

13.5 Payment Upon Termination

Within 10 business days from the effective date of any termination, Tenant shall pay to the County any outstanding amounts due for any reason under this Lease Agreement.

14. **Covenants**

14.1 County's Covenant of Quiet Enjoyment

During any Term of this Lease, the Tenant shall have peaceful possession of the Leased Premises, free of interference from the acts or claims of the County or third parties claiming rights through the County.

14.2 County's Covenant of Possession

During any Term of this Lease, the Tenant shall have exclusive possession

and control of the Leased Premises.

14.3 Tenant's Covenant to Pay Rent

During any Term of this Lease, Tenant shall pay the Rent on or before the due date each month except where payment of Rent is abated pursuant to the provisions of this Lease.

14.4 Tenant's Covenant to Maintain the Leased Premises

Tenant covenants that it will care for and maintain the Leased Premises in accordance with the provisions of this Lease Agreement.

14.5 Tenant's Covenant to Not Disturb Other Users of the Property

Tenant acknowledges that there are other Tenants and agencies using the Property, and Tenant covenants that its operations will not disturb the operations of the other Tenants and agencies using the property.

15. **Nondiscrimination**

The Tenant covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual identity, gender, gender identity, gender expression, height, weight, marital status, or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this lease. Breach of this covenant shall be regarded as a material breach of this contract.

16. **No Commission**

The Parties acknowledge that no broker or agent was used to procure this Lease Agreement, and each represents to the other that no commission shall be paid to any broker or agent.

17. **General Provisions**

17.1 Entire Agreement

This Lease Agreement embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Leased Premises other than those contained herein.

17.2 Modification

This Lease Agreement may be modified only by written agreement executed

with the same formalities as this Lease Agreement.

17.3 Binding Effect

The provisions of this Lease Agreement shall apply to and bind the heirs, executors, administrators, and assigns of all of the parties hereto.

17.4 Headings

The paragraph headings in this Lease Agreement are used only for ease of reference, and do not limit, modify, construe, or interpret any provision of this Lease Agreement.

17.5 Governing Law and Venue

This Lease Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Lease Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

17.6 Subpoena Power

Tenant acknowledges and understands that the Chairperson of the Genesee County Board of Commissioners, pursuant to MCL 46.3(5), as amended, has the power to administer oaths, issue subpoenas, and compel a person's attendance in the same manner as a court of law. Tenant agrees to submit to this power with respect to this Lease.

17.7 Severability and Survival

In the event that any provision of this Lease Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Lease Agreement.

17.8 No Waiver

No waiver or inaction by the County concerning any breach by the Tenant of the provisions of this Lease Agreement shall act as a waiver of any future breach by the Tenant.

17.9 Interpretation

Each Party has had opportunity to have this Lease Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Lease Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Lease Agreement was prepared by the County.

IN WITNESS WHEREOF, the Parties have caused this Lease Agreement to be executed by their duly authorized agents.

CITY OF FLINT

COUNTY OF GENESEE

By: _____

City of Flint

Date: _____

By: _____

Dale Weighill, Chairperson
Board of County Commissioners

Date: _____

EXHIBIT A

Description of Leased Premises

The Leased Premises shall consist of approximately 600 square feet of office space located on the 1st floor of the commercial building located at 630 S. Saginaw Street. The Leased Premises is divided into two offices and a larger common area which connects the offices and contains a closet. The Leased Premises includes lighting, doors, electrical outlets and digital network access points for both offices and the common area. There is also a countertop and sink with running water in the common area.

