

**LEASE AGREEMENT – WBRC AND COOR ISD
FOR REGIONAL RESOURCE CENTER**

This Lease Agreement ("Lease") is made and effective October 1, 2024, by and between West Branch - Rose City Area Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is P.O. Box 308, West Branch, Michigan 48661 ("Landlord") and C.O.O.R. ISD, a/k/a Crawford-Oscoda-Ogemaw-Roscommon ISD, a Michigan intermediate school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 11051 N. Cut Road, Roscommon, Michigan 48653-0827("Tenant").

WHEREAS, Landlord owns classrooms located at 515 Harrington, Rose City, MI commonly known as the Rose City Elementary School; and

WHEREAS, Tenant desires to rent one (1) classroom for the Regional Resource Center (RRC) office, and storage; and

WHEREAS, both Landlord and Tenant have determined it would be in their best interests to assist each other with regards to the rented classroom.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. **Term.** Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases the same from Landlord, for a twelve (12) month term, commencing October 1, 2024 and ending September 30, 2025, subject to the default provisions as provided in Paragraph 16.
2. **Rent.** The rent for this Lease shall be Seventy-Five Dollars (\$75.00) per month payable in advance of the first day of each month.
3. **Use.** The Leased Premises may be used and occupied by Tenant for RRC services and trainings and for no other purposes without the consent of Landlord, which consent shall be at the sole discretion of the Landlord. Tenant shall comply with all applicable zoning ordinances, laws, rules, or regulations.
4. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, which consent shall be at the sole discretion of the Landlord.
5. **Repairs.** During the Lease term, Tenant shall make, at Tenant's expense, repairs to the Leased Premises, including such items as routine cleaning and minor maintenance and repair of floors and walls, and other parts of the Leased Premises damaged or worn through normal occupancy. Tenant shall perform all maintenance, repair and replacement upon Lease Premises necessitated by the action or inaction of Tenant, its agents, employees, or invitees. Landlord shall be responsible for the maintenance and repair of all the structural components of the Leased Premises, including but not limited to roof, walls, HVAC, electrical and plumbing systems.

6. **Alterations and Improvements.** Tenant shall have the right, following Landlord's review of plans and consent (in writing), to remodel, redecorate, and make additions, improvements, and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises, and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, placed or installed on the Leased Premises by Tenant and not removed upon the termination of this Lease, shall become the Landlord's property free and clear of any claim by Tenant. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. **Insurance.**

A. Landlord shall maintain fire and extended coverage insurance on the Property in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

B. Tenant shall maintain a policy or policies of comprehensive broad form general liability insurance with respect to the Leased Premises in the amount of \$1,000,000 single incident (\$2,000,000 aggregate) with the premiums thereon fully paid on or before due date. Landlord shall be listed as an additional insured on the Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current certificates of insurance evidencing the Tenant's compliance with this Paragraph 8. The policy or policies of comprehensive general liability insurance shall contain language which provides that the Landlord shall be notified, in writing, at least thirty (30) days prior to the cancellation of the policy or policies. In the event of cancellation of coverage, the Landlord may obtain a policy or policies of comprehensive general liability insurance, the premium(s) of which shall be considered rent under this Lease Agreement and the Tenant shall reimburse the Landlord within thirty (30) days from receipt of an invoice for the premium(s).

C. Tenant shall indemnify and hold the Landlord harmless from any and all liabilities, damages, awards, penalties, costs, claims, causes of action and expenses, including but without limitation actual attorney's fees incurred by the Landlord, arising out of or in anyway related to the Tenant's possession and/or use of the Leased Premises.

8. **Utilities.** Except as provided below, Landlord shall pay when due all charges for water, sewer, gas, electricity, and other services and utilities consumed at the Leased Premises during the term of this Lease. Tenant shall pay for any telephone line and usage, internet and custodial services at the Leased Premises.

9. **No Signs or Advertising Displays.** Tenant shall not place any signs or advertising displays of any kind on or at the Leased Premises or the Premises.

10. **Rules and Regulations.** Tenant shall abide by all rules and regulations imposed by the Landlord upon the Tenant as a result of the Tenant's possession and/or use of the Leased Premises.

11. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's use of the Leased Premises.

12. **Damage and Destruction.** If the Leased Premises or any part thereof or any appurtenance thereto is damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Landlord or Tenant shall have the right within thirty (30) days following damage to elect by notice to the other party to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord may, in its discretion, repair such damage at the cost of Landlord. If Landlord determines not to repair the minor damage, the Tenant may terminate this Lease upon thirty (30) days written notice to the Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy or use in whole for Tenant's purposes. In the event the Leased Premises are not damaged to such extent that they are rendered wholly unusable, then Tenant shall continue to occupy that portion of the Leased Premises that are usable, and rent shall abate proportionately to the portion occupied. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant.

13. **Default.** If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, or if default shall be made in any of the other covenants or conditions to be kept, observed, and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof, in writing, to Tenant by Landlord, without correction thereof, then having been completed or corrected, this Lease shall terminate and the Landlord may pursue all legal and equitable remedies against the Tenant. In the event of a default, the Tenant shall pay the Landlord's costs, including without limitation Landlord's actual attorney's fees, incurred as a result of the Tenant's default.

14. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

15. **Condemnation.** If any legally, constituted authority condemns the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

16. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

West Branch - Rose City Area Schools
Attn: Superintendent of Schools
960 S.M-33
P.O. Box 308
West Branch, Michigan 48661

If to Tenant to:

C.O.O.R. ISD
a/k/a Crawford-Oscoda-Ogemaw-Roscommon ISD
Attn: Superintendent of Schools
11051 N. Cut Road
P.O. Box 827
Roscommon, Michigan 48653-0827

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

18. **Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

19. **Successors.** The provisions of this Lease shall extend to, and be binding upon, Landlord and Tenant and their respective legal representatives, successors and permitted assigns.

20. **Consent.** Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

21. **Surrender of Leased Premises.** Tenant covenants and agrees to surrender possession of Leased Premises to Landlord upon expiration of term of this Lease, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the commencement of this Lease, ordinary wear and tear excepted.

22. **Compliance with Law.** Tenant shall comply with all laws, orders, ordinances, and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances, and other public requirements now or hereafter affecting the Leased Premises.

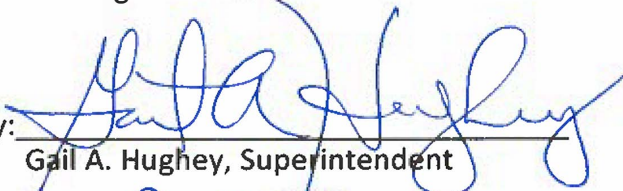
23. **Final Agreement.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

24. **Joint Drafting.** This Lease shall be deemed to be have drafted jointly by the Landlord and the Tenant and shall not be construed against either party as the drafter.

25. **Execution in Counterparts.** This Lease may be executed in counterparts, including facsimile and electronic signatures, and all of which counterparts which may be considered to be one and the same Lease.


IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

WEST BRANCH - ROSE CITY AREA SCHOOLS,
A Michigan General Powers School District

By: 
Gail A. Hughey, Superintendent

Dated: 9.17.24

C.O.O.R. ISD, a/k/a
CRAWFORD-OSCODA-OGEMAW-ROSCOMON ISD,
A Michigan Intermediate School District

By: 
Shawn Petri, ISD Superintendent

Dated: 9/17/2024