

## LAND LEASE

This lease (the "Lease") is entered into on **[date]**, between Charter Township of Vienna ("Lessor"), a Michigan charter township, with offices at 3400 West Vienna Road, Clio, MI 48420 and Clio Area Youth Sports Complex Advisory Committee, Inc. ("Lessee"), a Michigan domestic non-profit corporation, with a registered agent office located at P.O. Box 414, Clio, MI 48420, on the terms and conditions set forth below.

1. **Premises.** Lessor leases to Lessee and Lessee leases from Lessor real property located in Vienna Charter Township, Genesee County, Michigan, as legally described in exhibit A below (the "Premises"), and commonly known as the Vienna Township Sports Complex, located at 1495 Hurd Road, Clio, MI 48420.
2. **Term.** This Lease shall be for the term of one (1) year commencing with the signing of the Lease. Lessee shall have the option, but not the right, to renew this Lease for succeeding periods of one (1) year with Lessor's written approval. Lessee shall give Lessor notice of Lessee's intent to renew the Lease at least 30 calendar days before the expiration of the then current term. **If the** Lessee fails to deliver this notice, the lease shall terminate at the end of the current term. If Lessor fails to object to the renewal notice within 15 days after receipt, the Lessee the lease shall automatically renew for the additional period.
3. **Rent.** Beginning on **January 1<sup>st</sup>, 2026** Lessee shall pay rent of \$1 per year, to be paid upon renewal date.
4. **Use.** The Premises may be used as a youth sports complex and for no other purpose without the prior written consent of Lessor. Lessee must not intentionally and knowingly use the Premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county, or municipal body or other governmental agency. Lessee must not deface or injure the Premises or buildings, permit anything to be done on the Premises tending to create a nuisance, or permit any activity on the Premises that will result in an increase of any insurance premium on the Premises or any buildings located thereon.
5. **Corporate Standing.** The Lessee represents and warrants that it is a validly existing, duly organized, and legally registered nonprofit corporation in good standing under the laws of Michigan, and that it is duly authorized to enter into and perform its obligations under this Lease. Upon request by the Lessor or no less than annually, the Lessee shall promptly provide (1) copies of all necessary documents or certifications, including but not limited to a Certificate of Good Standing issued by the state, or any other documentation proving the Lessee's legal entity status and its compliance with state law; and (2) a list of Lessee's officers and their contact information. The Lessee shall remain in good standing with the State of Michigan throughout the term of this Lease.
6. **Quiet Enjoyment.** As long as Lessee is not in default under this Lease, Lessee shall be entitled to quiet possession of the Premises during the term of this Lease.

7. **Taxes.** During the term of this Lease, Lessee shall pay all real estate taxes and special assessments levied against the Premises, including installment payments for special assessments extending beyond the term of this Lease. Lessee may contest the amount or validity of any taxes or special assessments by appropriate proceedings, provided Lessee shall pay them when all appeals are completed.
8. **Concessions and Accountings.**
- (a) Concessionary facilities are located on the Premises for use by Lessee.
  - (b) Fees received by Lessee for participation in any rental activities on the Premises shall be deposited directly into Lessee's corporate account for use by Lessee for the upkeep, maintenance and improvements of the Premises as a whole;
  - (c) The Lessee shall ensure that all such funds are allocated and utilized in a manner that is consistent with the Lessee's nonprofit purpose and in compliance with applicable laws governing nonprofit organizations;
  - (d) Lessee shall provide the Lessor with a written report detailing the financial status and specific use of all funds raised through concessions and other revenue-generating activities mentioned above. Lessee shall provide that report upon Lessor's request or no less than quarterly.
9. **Signs.** Lessee is solely responsible for placement, maintenance and repair of any signs on the exterior of the Premises, and all signage located on the Premises shall comply with the Vienna Township's ordinances and regulations.
10. **Access to Premises.** Lessor has the right to enter onto the Premises at all reasonable hours, provided that the entry does not interfere with the operation and conduct of Lessee's operations.
11. **Casualty insurance.** Lessee acknowledges that Lessor insures the Premises and bills Lessee annually for its portion of the premium. Lessee shall pay the premium no later than sixty (60) days upon receipt.
12. **Board of Directors insurance and release/indemnification.**
- (a) Throughout the term of this Lease, Lessee shall hold harmless and indemnify Lessor against any injury or damage to third parties arising as a result of any act or neglect of Lessee in or about the Premises;
  - (b) Lessee shall procure Board of Directors Insurance with insurance companies licensed to do business in the State of Michigan and in amounts that are recommended in writing by a qualified and experienced insurance agent.

13. **Utilities.** Lessee shall pay when due all bills for water, gas, electricity, and other utilities and services for the Premises during the term of this Lease.
14. **Leasehold Improvements.** Lessee shall have the right to construct on the Premises buildings and attendant facilities with the prior written approval of the Lessor, and all improvements by Lessee shall comply with Vienna Township's ordinances and regulations pertaining to those improvements. At the expiration of the Lease, title to all structures and leasehold improvements on the Premises shall vest in Lessor.
15. **Maintenance by Lessee.** Lessee shall, at its expense, keep the Premises and any buildings or improvements on the Premises in good condition and repair.
16. **Damage to improvements.** In the event of damage to the improvements caused by fire or other casualty, Lessee shall promptly rebuild the structures on the Premises to the condition it was in before the casualty in accordance with the Plans. The insurance proceeds carried by Lessor to cover casualty damage to the Premises shall be available for the reconstruction.
17. **Condemnation.** If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, Lessee shall have the right up to the date of the taking to elect to terminate the Lease by giving notice of the termination to Lessor. If notice has not been received by Lessor as of the date of the taking, the Lease shall be deemed to continue regarding the portion of the Premises not taken by eminent domain. If Lessee does elect to terminate the Lease, Lessee's obligation to pay rent shall end as of the date of the taking and any amount of rent paid in excess of the amount due shall be returned to Lessee. If Lessee does not elect to terminate the Lease, the Lease shall continue in effect on the terms as stated in this document with the exception that the rent shall be reduced in proportion to the nature, value, and extent that the part of the Premises taken by eminent domain bears to the entire Premises. To the extent of any renovation required to the Premises to restore it to use after the taking, Lessee shall be responsible for undertaking and completing that renovation and paying the cost of the renovation. Each party shall seek its own award for damages for the taking.
18. **Default.** This Lease is granted on the condition that if an event of default ("Event of Default") shall occur and then a default ("Default") occurs, this Lease may be terminated. An Event of Default shall occur if there has been (a) a failure by Lessee to pay, when due, any rent to be paid to Lessor or to make payment when due of any taxes, assessments, or charges required by the terms of this Lease; (b) a failure by Lessee to obtain any policy of insurance or to pay any insurance premiums required by the terms of this Lease to be paid by Lessee; or (c) a failure by Lessee to comply with any other obligations or provisions of this Lease. Following an Event of Default, Lessor may send to Lessee notice of the Event of Default. The notice shall give Lessee 30 days to cure the default. If the Event of Default is not cured during the notice period, on the expiration of that notice period of 30 days, a Default shall exist.

19. **Lessor's remedies.** If a Default as defined above occurs, Lessor shall at its election, on or concurrent with the giving of notice to Lessee, have the right to:
- a. as Lessee's legal representative, without terminating this Lease, enter on and rent the Premises at the best rate obtainable by reasonable effort and for any term and on conditions as Lessor deems proper, and Lessee shall be liable to Lessor for the deficiency, if any, between Lessee's rent under this Lease and the price obtained by Lessor on reletting; or
  - b. terminate this Lease and enter into and on and take possession of the Premises, and Lessor may hold and retain the Premises. If Lessor takes possession of the Premises in accordance with this section, Lessor shall be entitled to recover from Lessee all damages incurred by Lessor on account of Lessee's default, whether direct or consequential, including any costs of preparing the Premises for reletting and the fees and expenses of reletting including any broker fees.
20. **Notices.** All notices under this Lease shall be in writing and be sent by certified mail addressed to the respective party at the address indicated above or at such other address as Lessee shall designate in writing. A change in address may be affected by a certified letter sent by either party to the other. Unless Lessor gives notice to the contrary, all payments to Lessor under the terms of this Lease shall be made to Lessor at the address for Lessor first set forth above.
21. **Modifications.** No modification, alteration, or amendment to this Lease shall be binding unless it is in writing and signed by both parties to the Lease.
22. **Whole agreement.** This agreement constitutes the entire agreement between the parties and shall be deemed to supersede and cancel any other agreement between the parties relating to the transaction contemplated in this agreement. None of the prior and contemporaneous negotiations, preliminary drafts, or prior versions of the agreement leading up to its signing and not set forth in this agreement shall be used by any of the parties to construe or affect the validity of this agreement. Each party acknowledges that no representations, inducement, or condition not set forth in this agreement has been made or relied on by either party.
23. **Governing law.** This agreement shall be governed by and interpreted in accordance with the laws of the state of Michigan. If any provision of this agreement is in conflict with any statute or rule of any law in the state of Michigan or is otherwise unenforceable for any reason whatsoever, that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this agreement. Venue for any action brought under this agreement shall lie in Genesee County, Michigan.
24. **Sublease.** Lessee shall not assign this Lease, nor sublet the Premises or any portion thereof, without the prior written consent of the Lessor.

25. **Effective date.** The parties have signed this agreement in duplicate, and it shall be effective as of the day and year first above written.

**LESSOR**

Vienna Charter Township

**LESSEE**

Clio Area Youth Sports Complex  
Advisory Committee, Inc.

\_\_\_\_\_  
Joseph Rizk  
Its: Supervisor

  
\_\_\_\_\_  
Daniel Erickson  
Its: President

Date:

Date:

**EXHIBIT A – LEGAL DESCRIPTION**

A PARCEL OF LAND BEGS 0 DEG 03 MIN 53 SEC E 1612.75 FT FROM W 1/4 COR OF SEC TH N 63 DEG 24 MIN 27 SEC E 1461.20 FT TH SO DEG 10 MIN 48 SEC E 1668.83 FT TH S 89 DEG 24 MIN 12 SEC W 942.18 FT TH N 2 DEG 07 MIN 12 SEC E 417.11 FT TH S 83 DEG 24 MIN 12 SEC W 389.72 FT TH NO DEG 09 MIN 41 SEC E 652.41 FT TO PLACE OF BE EXCEPT ALL THAT PART LYINGS OF A LINE 75 FT N OF & PARALLEL TO CONSTRCUTION LINE OF HWY M 57 RELOCATED SEC 13 T9N R6E 37.13 A (78).

