

SOCCER FACILITY LEASE

This agreement is made as of January 13, 2021, between the C.O.O.R. Intermediate School District, with offices located at 11051 North Cut Road, Roscommon, Michigan, Lessor, hereinafter referred to as "COOR" or the "Lessor", and the Roscommon North Youth Soccer Association of Roscommon, Michigan, a voluntary nonprofit association organized as a regional affiliate of the Michigan State Youth Soccer Association (MSYSA) with mailing address P.O. Box 323 Roscommon, MI 48653, hereinafter referred to as "Soccer Association" or the "Lessee". The purpose of this lease is to provide certain real property described below for development and use as soccer fields and activities related thereto.

1. **TERM OF LEASE**

This lease shall remain in effect for a period of five years, from February 12, 2026 to February 11, 2030. Rent for the lease term shall be One Dollar (\$1.00) payable in advance. Thereafter, the lease may be renewed for periods of five years per renewal by Lessee and with the approval of the owner, upon written notice to Lessor not less than 90 days prior to the termination of the lease, together with payment of the sum of One Dollar (\$1.00) for each renewal period. The Soccer Association may renew this lease a minimum of four times. Failure of the Soccer Association to abide by the provisions of this lease shall be reasonable and just cause for its cancellation. COOR may terminate this Lease upon one year's written notice to the Soccer Association.

2. **LEGAL DESCRIPTION**

Gerrish Township, Roscommon County, Michigan:

The North 1040.0 feet of the Northwest 1/4 of the Southeast 1/4 of Section 3, T24N, R3W, excepting there from the Westerly 209.0 feet thereof. SUBJECT TO THE ROAD RIGHT OF WAY ON THE NORTHERLY SIDE THEREOF. Further subject to all reservations, restrictions, and easements of record, if any.

Lessee shall lease from Lessor part of the Property, as depicted in Attachment "A," which is attached hereto and incorporated by reference, and labeled "Youth Soccer" ("Leased Premises"). Lessor and Lessee acknowledge and agree that the part of the Property labeled "Youth Football" shall be governed by a separate lease agreement between Lessor and the Lessor," and the Roscommon Youth Football League of Roscommon ("RYFL"). As depicted in Attachment A, RYFL shall enter the Leased Premises from North Cut Road, and RNYSA shall enter its property from the Pinewood Drive entrance.

3. **CONSTRUCTION**

The Leased Premises includes eight soccer fields and a parking lot. The Property includes a well, which the Association and RYFL shall be equally responsible for maintaining. Lessee shall be permitted to make improvements to the Leased Premises, subject to the following conditions. Plans for the actual facilities and improvements to be located upon the premises must be submitted to and approved in writing by the COOR Board of Education or its designee(s) prior to

commencement of any construction. All construction, renovations, additions or changes which alter the landscape and/or existing structures by the Association shall require specific approval, in writing, by the COOR Board of Education or its designee(s). Any improvements that the Association makes to the real property or any fixtures that are affixed to the premises become the property of COOR I.S.D. Lessee shall comply with all zoning requirements, building codes, and other local, state, and federal laws and ordinances.

4. **CONSTRUCTION EXPENSES AND MAINTENANCE**

All permits (including the driveway permit), work, and construction on the premises shall be accomplished by the Soccer Association at its sole expense.

The Soccer Association shall have the responsibility of maintaining the property in good condition and repair at its expense. The Soccer Association shall see that any construction that is commenced upon the site shall be completed within time periods acceptable to COOR. The Soccer Association shall see that the grounds are groomed and that no unsafe or unsightly conditions are allowed upon the leased premises.

5. **USE OF SITE**

The Soccer Association shall have exclusive control over the use and scheduling of all activities upon the premises and its improvements. Any buildings, control structures, gates and locks that are keyed shall have duplicate keys that are provided by the Soccer Association to COOR for use in emergency situations.

COOR may use the soccer fields for its activities. However, control over use of the fields and scheduling shall belong to the Soccer Association. Any conflicts over scheduling will be subject to final resolution by the Soccer Association Board or its designee(s).

Use of the premises by Lessee shall be limited to soccer/football activities only. Any other usage will be by special written permission from COOR Board of Education or its designee(s). The Soccer Association shall comply with all local, state and federal laws, including laws about land usage and operation of a facility of this type.

6. **ACCESS BY COOR**

COOR may enter the leased premises at such times as it deems necessary for inspection, access, emergency, or other purposes necessitated by its ownership interest. Such entries by COOR shall not interfere with the lawful use of the premises by the Soccer Association.

7. **OWNERSHIP OF THE PROPERTY AND NAMING OF THE FIELD**

COOR is the owner of this real property and nothing in this Agreement connotes or denotes that the Soccer Association takes title to any real property whatsoever.

The Soccer Association may choose a name for the soccer facility and the field shall be recognized by that name as long as this lease remains in effect.

8. **ABANDONMENT**

Upon the termination of this lease and in case of abandonment of the premises by the Soccer Association, all facilities and permanent structures shall become the property of C.O.O.R. Intermediate School District. Abandonment shall consist of non-utilization or non-response to certified mail inquires by COOR to the Soccer Association.

Abandonment shall be deemed to have occurred when the Lessee fails for a period of six (6) months to respond in writing to a written notice of abandonment, forwarded by Lessor to Lessee at Lessee's address listed above (or such address as Lessee may furnish Lessor in writing) and to the Soccer Association's four officers (according to information as to identify, title and address, which shall be furnished to COOR by the Soccer Association at the beginning of the lease term and thereafter as changes occur) by certified or registered mail.

9. **HOLD HARMLESS AGREEMENT**

- a. The Soccer Association, its assignees, sub-lessees and other permitted users of the premises shall defend and hold harmless COOR Intermediate School District, its Board of Education, the members of its Board of Education, its officers, agents, and employees from any and all claims and losses incurred by, or resulting to any person, firm or corporation who may be damaged or injured by the Soccer Association, its assignees, sub-lessees and other permitted users of the premises in the performance of this agreement and for any losses of claims which may arise from this agreement and/or out of Lessee's use of; or other activities on the premises. Notice shall be promptly submitted to the Intermediate School District of any action being brought against the Soccer Association, its assignees, sub-lessees and other permitted users of the premises, and/or COOR Intermediate School District concerning this agreement.
- b. The Soccer Association shall indemnify the COOR Intermediate School District, its Board of Education, the members of its Board of Education, its officers, agents, volunteers, and employees from any and all claims and losses incurred by, or resulting to any person, firm or corporation who may be damaged or injured by the Roscommon North Youth Soccer Association, its assignees, sub-lessees, and other permitted users of the premises in the performance of this agreement and for any losses of claims which may arise out of Lessee's use of the premises, other activities on the premises, or activities related to improving and maintaining the premises. Such indemnity shall include, but not be limited to, attorney's fees and administration costs.
- c. The Soccer Association, its assignees, sub-lessees, and other permitted users of the premises shall provide liability insurance coverage

satisfactory to COOR, listing COOR, its Board of Education, the members of its Board of Education, its officers, agents, volunteers, and employees as additional insureds, and deliver proof of same to the COOR Superintendent annually or as often as changes in said policy occur. Such coverage shall be as least as broad as offered in the standard ISD CG 20 10 endorsement, a minimum of \$1,000,000. Furthermore, the Soccer Association shall provide COOR with a current list of its officers and trustees and keep that list maintained regarding any changes. The anniversary date of this lease shall coincide with the delivery of the documents/lists cited above.

- d. The Soccer Association shall obtain and provide to COOR a written confirmation from any of its assignees, sub-lessees, and other permitted users of the premises that they will indemnify, defend and hold harmless COOR Intermediate School District, its Board of Education, the members of its Board of Education, its officers, agents and employees from any and all claims and losses incurred by, resulting to any person, firm or corporation who may be damaged or injured by the assignees, sub-lessees, and other permitted users of the premises as a result of its use and activities on the premises or activities related to improving and maintaining the premises. The Soccer Association shall also obtain from all assignees, sub-lessees, and other permitted users, proof of the liability required in Paragraph 9.c., above. Both the written indemnification and hold harmless confirmation and proof of insurance shall be provided to COOR prior to the use of the premises by any assignee, sublessee or other permitted user.

- e. Notwithstanding any other provision contained in this Paragraph 9., the Soccer Association shall defend and hold harmless COOR Intermediate School District, its Board of Education, the members of its Board of Education, its officers, agents and employees from any and all claims and losses arising out of or in any way related to its assignees, sub-lessees, and other permitted users' use of the premises, other activities on the premises or activities related to improving and maintaining the premises.

10. **SECURITY**

The Lessor does not warrant the security of the premises.

11. **UTILITIES**

Lessee shall pay for all utilities used by it on the premises.

12. **TAXES AND ASSESSMENTS**

Lessee shall pay to the proper authorities, if and when due, all taxes, assessments and similar charges which at any time during the term of the lease may be taxed, assessed, or imposed on the Lessee, Lessor or the premises with respect to the premises.

13. **ASSIGNMENT**

Except as provided in this Section, Lessee shall not assign for transfer this lease or sublet the premises without the express written approval from COOR or its designee. Unauthorized assignment, transfer or subletting shall give Lessor the immediate right to terminate this lease and to re-enter and repossess the premises and Lessor shall be entitled to reimbursement for all expenses incurred in re-entry and removal of Lessee's equipment. The Soccer Association shall be authorized, without the necessity of COOR's specific approval, to permit the premises to be used by other organizations or groups for soccer/football events only. In the event that COOR or its designee permits the Lessee to sublet, assign or otherwise permit the use of the premises by a third party, the third party shall obtain the Lessee's permission for any use or activity on the premises and all of the terms and conditions contained in this lease shall remain fully binding upon the Lessee.

14. **ABANDONED PROPERTY**

Any personal property of Lessee which remains on the premises after the expiration of or termination of this lease or after the removal of Lessee from the premises, shall be deemed to have been abandoned by Lessee and may be either retained by Lessor as its property or disposed of in such manner as Lessor may see fit. Upon request of Lessor, Lessee shall promptly remove any such personal property at its own costs and expense.

15. **DEFAULT**

In the event Lessee fails to pay rent when due under this lease and shall not cure such failure within ten days after receipt of notice thereof from Lessor, or in the event of breach of any of the other terms of this agreement, it shall be lawful for Lessor to re-enter the premises and to remove all persons and property therefrom and to repossess the premises. Re-entry and repossession by Lessor shall not be construed as a termination of the obligation of Lessee to restore the premises to the conditions herein required. Lessor shall have as security for the payment of rent or other sums due it under the Lease a lien on all equipment and fixtures of Lessee maintained on the premises.

16. **HOLDING OVER**

If Lessee shall remain in possession of the premises after the expiration of the term of this lease and without executing a new lease, then such holding over shall be construed as a tenancy from month to month subject to all conditions, provisions and obligations of this lease.

17. **SAVINGS CLAUSE**

The invalidity or unenforceability of any provision of this lease shall not affect or impair the validity of any other provision.

18. **EXTENT OF AGREEMENT**

This Lease constitutes the entire agreement between the parties, except as herein provided; no subsequent alternations or amendments to this lease shall be binding upon the parties unless reduced to writing and signed by both Lessee and Lessor or their authorized agents.

19. **TERMINATION OF SOCCER FACILITY LEASE**

Upon the execution of this lease by both parties, previous Soccer Facility Leases shall terminate in their entirety.

20. **CIVIL RIGHTS**

Lessor and Lessee mutually agree to adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The Parties further agree that they shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms and conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, political affiliation or beliefs, disability which is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight or marital status. A breach of this covenant shall be regarded as a material breach of this agreement.

21. **MISCELLANEOUS**

The following miscellaneous provisions are agreed to by the Parties:

- f. Except as specifically modified by this First Amendment, the Soccer Lease shall continue in full force and effect and is hereby ratified and affirmed by this Amendment.
- g. This Amendment shall be construed, interpreted and enforced under the laws of the State of Michigan.
- h. This Amendment shall be binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns under the Soccer Lease.

C.O.O.R. ISD BOARD OF EDUCATION, LESSOR

Dated: _____

By: _____
Dr. Mangutz, President
C.O.O.R. Board of Education

Dated: _____

By: _____
Shawn C. Petri, Superintendent
C.O.O.R. Intermediate School District

ROSCOMMON NORTH YOUTH SOCCER ASSOCIATION, LESSEE

Dated: _____

By: _____
Josh Traver, RNYSA President

Attachment "A"

