

## **2022 NON-EXCLUSIVE PROPERTY USE AND ACCESS AGREEMENT**

County of Alpena, Michigan, of 720 W. Chisholm St., Alpena, Michigan, [hereinafter referred to as 'owner'] and Bridges of Northern Michigan, LLC [hereinafter referred to as 'tenant'] enter into this property use and access agreement, subject to the following conditions:

1. The owner allows the tenant to have Non-Exclusive property use and access to the property shown on Exhibit A, known as The Alpena County Annex – Lower Level **September 1, 2022 through August 31, 2025**. The Tenant may have access to the space, with the following additional provisions:
  - a. Either party may terminate this Agreement with 90 days notice to the other;
  - b. The tenant will have access to the space from 8 a.m. to 4:30 p.m. Monday through Friday, and at other times by special arrangement through the County Administrator.
  - c. All work and improvements made by Tenant must be pre-approved by the County Maintenance Superintendent;
  - d. The Tenant shall indemnify and hold harmless the owner from all liability for Tenants work and other activities on the premises, including but not limited to personal injury, property damage and workers compensation claims;
  - e. Tenant shall maintain liability and workers compensation (if employees are hired) and accident insurance for volunteers for all its activities on the premises, naming the Owner as additional insured on such policies, and provide proof thereof to the Owner;
  - f. The Tenant shall also be responsible to insure all personal property it places in or on the premises during the term hereof, and hold the Owner harmless from any claim for loss thereof;
  - g. The Tenant shall require that any third party vendors operating on the property list the County of Alpena as an additional insured on their policies;
  - h. County to be responsible for normal cleaning of spaces;
  - i. County to provide maintenance for normal wear and tear.
2. Consideration for this agreement will be the continued provision of counseling services to the residents of Alpena County. The Tenant shall further be responsible for payment of any extraordinary costs beyond normal maintenance, wear and tear on the facility.

3. The Tenant understands and agrees that its use and possession of the premises, is non-exclusive during the term hereof [excluding certain offices spaces], and the Owner & others permitted by the Owner may be on the premises and use or operate events on the premises during the term hereof. Some events or other uses permitted by the Owner may restrict or prevent the Tenant from entering into certain portions or all of the premises as specified from time to time by the County Maintenance Superintendent.

---

County Administrator, Mary Catherine Hannah

---

Date

X

---

Dennis Chitwood  
Bridges of Nothern Michigan

---

Date