

2023-2028 NON-EXCLUSIVE PROPERTY USE AND ACCESS AGREEMENT

Alpena County Fairgrounds

County of Alpena, Michigan, of 720 W. Chisholm St., Alpena, Michigan, [hereinafter referred to as 'owner'] and the Alpena Agricultural Society [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 known as The Alpena County Fairgrounds & possession and use of the building on the grounds thereof commonly known as "the Fair Board Building" from **February 1, 2023 through January 31, 2028**. The Tenant may have access to the grounds to accomplish preparation work for the 2023 through 2028 Alpena County Fair(s), with the following additional provisions:
 - a. Either party may terminate this Agreement with 90 days' notice to the other;
 - b. All work and improvements made by Tenant must be pre-approved by the County Maintenance Superintendent and/or the County Administrator;
 - c. 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;
 - d. 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;
 - e. 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;
 - f. 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;
 - g. Fair Office needs to be cleaned and organized (both inside and out);
 - h. Storage of Fair Board equipment and property needs to be orderly around the building; no materials may be left outside after the period of cleanup from the operations of the Alpena County Fair without prior written consent of the County Maintenance Superintendent;
 - i. Storage shed needs to be maintained properly with the storage of contents;
 - j. Storage building needs to be maintained to include the siding and roofing on the shed. It is not the counties responsibility to maintain any facility that does not belong to the County. If the facility needs to be disposed of, it is the responsibility of the Fair Board to make the proper arrangements to

do so. The County has the right to require the work to be done by the Fair Board or to cause the work to be accomplished and charge the tenant for the cost;

- k. Fair Board will provide a financial statement to the Alpena County Board of Commissioners on a quarterly basis;
- l. Fair Board is responsible for disposal of any hazardous waste or other materials that require special disposal. Such disposal must be completed immediately after such waste is generated and to the satisfaction of the County Maintenance Superintendent;
- m. County to provide Snowplowing, Maintenance for normal wear and tear, access for ~~week of Fair (during and week after Fair)~~ **one month before the Fair and one week after the Fair.**

- 2. Consideration for this agreement will be a deposit payment of One-Hundred Dollars (\$100.00) for the contract term to be held in escrow by the owner, and planning and operating the Alpena County Fair for the years 2023-2028 by the tenant for the benefit of the owner; and \$100 per month for the exclusive use of the Fair Board Office/building space and storage of Fair Board items. The Tenant shall further be responsible for payment of natural gas expense for the Fair Board Office/Building. (Except any additional user fee and utility charges incurred during the period of each Alpena County Fair during the duration of the Agreement, which costs will be agreed to in a separate Premises Use Agreement to be signed between the parties specifically for the operation of the Alpena County Fair). The Tenant shall abide by the non-profit accountability standards of Alpena County as attachment #1. The Tenant shall also abide by the rental agreement for the Fairgrounds as attachment #2.
- 3. The Tenant understands and agrees that its use and possession of the premises, except the Fair Board Building, is non-exclusive during the term hereof, 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 (except the Fair Board Building) as specified from time to time by the County Maintenance Superintendent.

County Administrator, Mary Catherine Hannah
Board Chairman, John Kozlowski

Date

Fair Board President, Courtney Krentz

Date