



1617 Airport Road  
Alpena, MI 49707  
Phone: 989-354-2907  
FAX: 989-358-9988  
[www.alpenaairport.com](http://www.alpenaairport.com)

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## FACILITY LEASE AGREEMENT

This agreement dated 1 Day of November 2025 between ALPENA COUNTY, a local unit of government c/o 1617 Airport Road, Alpena Michigan 49707, LESSOR, and LESSEES:

**Bay Leasing and Renting; DBA Avis Rent A Car  
Duane Pricopi, President 1310 Island Drive  
Alpena MI 49707**

**WITNESSETH:**

In consideration of the covenants and conditions contained herein, LESSOR leases to the LESSEES the premises herein described on the terms contained herein.

**1. TERM:**

This agreement will commence on the FIRST day of November 2025 and continue for ONE (1) YEAR thereafter unless terminated earlier in accordance with the provisions herein contained. Further, this lease may be extended for an additional ONE (1) YEAR by the mutual consent of both parties.

**2. RENT:**

LESSEE shall pay as rent the sum of \$1500.00 per year without the necessity of the LESSOR submitting a statement therefor. The rent payable under this lease will be increased at the annual rate of THREE PERCENT (3%) per year, increasing on the FIRST DAY of November of any approved extensions.

There shall be a LATE CHARGE of 10 PERCENT (10%) for rent not paid on time, and LESSOR may accelerate up to SIX (6) MONTHS rent in the event the LESSEE is SIXTY (60) DAYS DELINQUENT.

**3. PURPOSE:**

The premises shall be used for the purpose of providing a car rental service and related activities. LESSEE shall be deemed an independent contractor and LESSOR shall have neither control nor the right to control the conduct of LESSEE'S business. LESSEE does; however, agree to use its best efforts in providing service to airport customers. This Lease shall be non-exclusive, and LESSOR may lease other areas of the airport to individuals regardless of whether they provide services in competition with LESSEE. LESSOR agrees that the terms granted to others will be no more favorable than those granted to LESSEE.

Personnel performing services hereunder shall be neat, clean and courteous, and LESSEE shall not permit its agents, servants or employees so engaged, to conduct business in a loud, noisy, boisterous, offensive or objectionable manner.

#### **4. SNOW REMOVAL:**

LESSOR is not responsible for removing snow from between parked vehicles.

#### **5. INSURANCE:**

All related vehicles and office equipment shall be stored solely at the LESSEES risk. LESSOR does provide video camera surveillance of the premises. LESSEES shall be responsible for all personal injury or property damage occasioned by their negligence or misconduct and LESSEE further covenants and agrees that he/she will not hold the County of Alpena or any of its agents, employees, representatives or underwriters responsible for any loss occasioned by fire, theft, rain, windstorm, hail, or from any cause whatsoever, whether said cause be the direct, indirect, or merely a contributing factor in producing the loss to any automobile or personal property that may be located or stored in the leased premises; and LESSEE agrees that any equipment, vehicles, and their contents are to be stored at LESSEE'S risk.

LESSEE agrees to indemnify, defend, and save Airport, its agents, officers, Representatives, employees, and underwriters harmless from and against any and all liability or loss resulting from claims or court actions arising directly or indirectly out of the acts of the LESSEE, their (its) agents, servants, guests, or business visitors under this agreement or by reason of any act or omission of such person.

LESSEE agrees to accept Airport employees as their (its) agent(s) and to absolve the County of Alpena from any liability whatsoever arising while their (its) vehicles or equipment is in the hands of said employees.

LESSEE shall further maintain insurance for personal liability and property damage in the amount of not less than One Million Dollars and no/100 (\$1,000,000.00) with a Company authorized to do business in the State of Michigan and to show proof of such insurance to the County of Alpena upon signing of this lease, and annually to the Airport Manager.

## **6. COMPLIANCE WITH RULES:**

LESSEES shall conduct no unlawful activities upon the premises, and shall abide by all laws, ordinances, rules and regulations promulgated by any governmental authority, including rules and regulations promulgated by the Airport Authorities.

The Airport Manager shall have the right and authority to take all steps necessary to enforce the above provisions.

## **7. VEHICLES:**

LESSEE shall park in the leased parking spaces alone and under the following conditions:

- a. No more than 4 vehicles over a 24 hour period.
- b. Vehicle will not be an obstruction to other vehicles
- c. Vehicle will not present a hazard or jeopardize the safety of any person
- d. Vehicle will not hamper or obstruct mowing, snow removal, nor any other airport operations

Should the Airport Manager receive written complaints demonstrating violations of the above conditions the Airport Manager will have the right to remove such vehicles at the LESSEES expense.

## **8. UTILITIES:**

LESSEE shall be responsible to pay ONE (1) PERCENT of electrical and natural gas metered to the terminal. Installation of any utility must be approved by the Airport Committee and coordinated by the Airport Manager.

## **9. TAXES:**

LESSEE shall be responsible for all real and personal property taxes levied.

## **10. ASSIGNMENT:**

LESSEES shall not assign this lease, nor sublet the premises, without the written consent of the Airport Manager after approval by the Airport Committee. Should it be discovered a LESSEE has, contrary to this agreement, allowed an unauthorized person(s) use of the premises the following actions will be taken:

- a) The unauthorized party will be immediately removed
- b) The Airport Manager will request the Alpena County Sheriff Department to investigate and determine the amount of time the unauthorized person(s) was using the premises
- c) A penalty will be assessed to the responsible LESSEE of \$500.00

d) The matter will be presented to the Airport Committee, or similar authority, to determine if the responsible LESSEE will have his lease terminated.

LESSOR may assign this lease in the event the airport facilities are transferred to another.

**11. TERMINATION:**

In the event the LESSEE shall default in their obligations hereunder, LESSOR may terminate this lease upon THIRTY (30) DAYS written notice to LESSEE specifying the cause for termination. In the event the cause of default is not cured within said 30 DAY period, this lease shall terminate and LESSEES shall have FOURTEEN (14) DAYS thereafter in which to vacate the premises.

In the event of termination under the above paragraph, or any other provisions of this lease, LESSOR may remove and put out LESSEE without liability for vehicles or other equipment removed.

**12. ACCESS:**

LESSOR shall have the right to inspect the premises with LESSEE presence to insure that the terms of this lease are being adhered to provided that in the event of fire or other emergency, the Airport Manager, his designee, or emergency personnel shall have the right to enter upon the premises without the LESSEE presence and remove the LESSEES vehicles and equipment, provided that this provision shall not create any liability on the LESSORS part to do so.

**13. REMOVAL:**

In the event this lease is terminated, LESSEE shall be obligated upon LESSOR'S demand, to remove all vehicles, equipment, signage, and personal property.

**14. PARTIES:**

Notwithstanding the designation of the individual constituting the LESSEE in the opening recitations, this lease shall be binding upon all those individuals who actually sign this lease whether all do or not, and those individuals shall be jointly and severally liable hereunder.

**15. NOTICES:**

All notices shall be given to the parties at their addresses provided above, or such other addresses furnished to the other from time to time in writing. Additionally, LESSEE NOTICES will be distributed by the Airport Manager via email to any email addresses provided.

**16. PRONOUNS:**

Masculine, feminine, and neutral pronouns shall each include all genders, and the singular shall include the plural, and vice versa, where the facts or context so admit.

**17. LAW:**

This Agreement shall be construed according to the law of the State of Michigan, and shall be binding upon the parties, their respective heirs, assigns, successors, and legal representatives.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day and year first written above.

ATTEST:

Edward H. Averi

ATTEST:

Helen Miz

ALPENA COUNTY, a Local Unit of Government

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John Kozlowski  
Chairman  
Alpena County Board of Commissioner

LESSOR

Duane Pricopi  
Duane Pricopi  
President  
Bay Leasing and Renting

LESSEE