

# Curran & Company

1520 Commerce Drive • Marquette, MI 49855  
(906) 228-8604



## 1. Tenancy & Financials

### 1.1 PARTIES AND OCCUPANTS

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This Lease Contract is between you, the undersigned resident(s):

Marquette Downtown Development Authority

and us, the owner/agent:

Curran & Co.

You've agreed to rent the property located at:

209 S. 5th Street, Marquette MI 49855

### 1.2 TERMS

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This Lease shall be for the term of one (1) year commencing on 10/01/2023, (the "Commencement Date") and ending on 09/30/2024, (the "Termination Date").

### 1.3 DESCRIPTION OF THE PREMISES

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209 S. 5th Street, Marquette MI 49855. The leasehold consists of 1,200 square foot Warehouse and the west 80 feet of the lot (line being 40' beyond building) which is subject to an easement for ingress and egress to serve the property known as 200 S. 4th Street, Marquette MI.

### 1.4 RENTAL AMOUNT

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Tenant shall pay to Landlord as monthly rent the sum of \$660.00 payable in monthly installments, in advance, on the first day of each month during the term of this Lease. All rent shall be paid to Landlord at the address set forth above, or at any other address that Landlord designates in writing, without any prior demand by Landlord and without any deduction or offset. The first month will be prorated and rent will be due on the 1st of the month going forward.

If Tenant fails to pay any amount it owes to Landlord under this Lease when that amount is due, the amount shall be assessed a daily late charge of \$15.00 until it is paid.

If the amount of rental payment to cover additional costs in operating the rental unit incurred by the Landlord because of increases in add valorem property taxes, charges for electricity, heating fuel, water, sewer, cable and or internet services consumed at the property, increases in premiums paid for liability of fire insurance or any other costs directly associated with the rental unit then a ten (10) percent increase will be allowed and will not exceed this amount in any calendar year.

### 1.5 UTILITIES

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Tenant shall pay electric expenses and all other charges made against lease premises, such as but not limited to utilities, phone and telecommunication services.

### 1.6 SIGNS/ADVERTISING

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It is further agreed that all signs and advertising displayed in and about the premise shall be such only as advertise the business carried on upon said premise, and that the landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of said building unless approved in writing by the landlord.

By initialing below, you acknowledge and agree to the terms in Section 1.

X     *JL*      
Marquette DDA

## 2. Policies and Procedures

### 2.1 USE AND OCCUPANCY

It is understood and agreed between the Parties hereto that said premises during the term of this Lease shall be used and occupied by Tenant for the following purposes: storage, marketing, management and maintenance of Downtown facilities, infrastructure, events and other related activities. No other purpose shall be permitted without written consent of the Landlord, and the Tenant will not use the premises for any other purpose in violation of any law, municipal ordinance or regulation, and that on any breach of the agreement, the Landlord may at their option terminate this Lease forthwith and re-enter and repossess the lease premises.

### 2.2 TAXES

Landlord shall pay all taxes and special assessments levied against the land and improvements on and in which the Premises are situated. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the Premises.

By initialing below, you acknowledge and agree to the terms in Section 2.

X     *JL*      
Marquette DDA

## 3. Responsibilities

### 3.1 INDEMNIFICATION AND INSURANCE

The Tenant agrees to indemnify and hold harmless the Landlord from any liability for damages to any to any person or property in, on or about the leased premises any negligence on the part of the Tenant, its agent or invitees or employees. Landlord shall insure the building; Tenant shall insure its contents within the leased premises. Tenant agrees to carry public liability insurance policy with the Landlord named as additional insured. A copy of this policy shall be provided to Landlord annually or when the policy underwriter is changed.

### 3.2 MAINTENANCE & REPAIR

Tenant, during the term of this lease or any extension thereof, shall repair and maintain the premises as may be required for occupancy. Landlord shall clean and maintain all other areas which are outside the are described as lease premises. Tenant shall, during the life of this Lease and any extension thereof, maintain the leased area in good condition and repair and shall surrender the lease premises upon termination of this agreement, in the same condition it was received, reasonable wear and tear accepted.

### 3.3 ALTERATIONS/RENOVATIONS

Except as stated above, Tenant agrees to accept the premises as is and to bear the expense of any renovation, painting, decorating, installation of electric fixtures and outlets, replacement of bulbs or fluorescent tubes, replacement of floor coverings as necessary, along with any alterations to the leased premises which the Tenant may undertake. Tenant agrees that any alterations or remodeling of the premises or the replacement of outside sign(s) shall be done only with prior consent of the Landlord. All such improvements shall become a part of the building and become the property of the Landlord at termination of this lease.

### 3.4 SNOW REMOVAL

Tenant shall be responsible for any costs associated with snow removal. All snow removal activities must be in compliance with any and all regulations or rules regarding removal and storage of snow.

### 3.5 WASTE DISPOSAL

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Tenant shall provide a waste container receptacle at the rear of the building for the sole use of the tenant. Tenant shall not store trash or debris inside, outside or about the premises at any time. Tenant shall also keep entrance(s) clear from any material of any kind to ensure entry to the building.

### 3.6 LANDLORDS CONTRIBUTION TO IMPROVEMENTS

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Landlord and Tenant have mutually agreed that no significant improvements are required for tenancy.

By initialing below, you acknowledge and agree to the terms in Section 3.

X     *JL*      
Marquette DDA

## 4. General Clauses

### 4.1 DAMAGE OR DESTRUCTION

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If, during the term of this Lease, the Premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenantable, the Premises shall be repaired as quickly as possible at Landlord's expense unless this Lease is terminated as provided below.

If, during the term of this Lease, the Premises or the Building is partially or totally destroyed by fire or other casualty, and the cost of restoring the Premises or the Building to its prior condition equals or exceeds 50 percent of its fair replacement value immediately before the damage, or if the Premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this Lease by giving Tenant written notice of its election to do so within 15 days after the date on which the damage occurs. Upon the giving of the notice, this Lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by Landlord is not given, this Lease shall continue and Landlord shall cause the Premises or the Building to be repaired or restored with due diligence. If premises is untenable for ninety (90) days, not due to Tenant error, then Tenant may terminate this Lease without penalty.

### 4.2 CONDEMNATION

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If the whole or any part of the Premises is taken by any public authority under the power of eminent domain, then the term of this Lease shall cease on that part of the Premises to be taken from the day the public authority takes possession, and the rent shall be paid up to that date. If the taking of a portion of the Premises substantially impairs the usefulness of the Premises for the purpose for which the Premises were leased, Tenant shall have the right either to terminate this Lease or to continue in the possession of the remainder of the Premises under the terms and conditions of this Lease, except that the rent shall be reduced in proportion to the amount of the Premises taken and, in the latter event, Landlord shall promptly restore the remainder to a reasonably tenantable condition.

### 4.3 QUIET ENJOYMENT

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Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess, and enjoy the Premises for the full term of this Lease.

### 4.4 NOTICES

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Except where otherwise provided, all notices required under this Lease shall be in writing and shall be deemed to be given if either delivered personally, mailed or emailed to Landlord or to Tenant at their respective addresses set forth in this Lease or to any other address that either party furnishes in writing during the term of this Lease.

### 4.5 APPLICABLE LAW

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This Lease shall be construed under the laws of the State of Michigan. If any provision of this Lease or portions of this Lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

#### 4.6 WAIVER

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Either party's failure to insist on a strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this Lease. This Lease may not be changed, modified, or discharged orally.

#### 4.7 OUTDOOR STORAGE - NEW

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Outdoor storage is NOT permitted. All items need to be stored inside building. The outside area needs to be kept in a clean orderly manner.

#### 4.8 PARKING - NEW

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Only 2 vehicles are permitted to be parked on the premises at any given time. This includes but is not limited to cars, trucks, utility vehicles/equipment, tractors, mowers, etc.

By initialing below, you acknowledge and agree to the terms in Section 4.

X     *JL*      
Marquette DDA

# Curran & Company

1520 Commerce Drive • Marquette, MI 49855  
(906) 228-8604



## 5. Sign & Accept

### 5.1 SIGNATURES

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Signature

X *Jodi Lanciani*

Lessee

IP Address: 170.249.2.150  
07/17/2023 01:59pm EDT

X *Nicole Brozek*

Lessor

IP Address: 71.13.97.6  
07/31/2023 11:22am EDT