

## **MARQUETTE COMMONS AND PATHWAYS PARKING LOT FACILITY USE AGREEMENT**

This Facilities Use Agreement (Agreement) is entered into on May 10, 2022, by and between the Marquette Downtown Development Authority (DDA) and Pathways Community Mental Health (Pathways). The parties hereto, intending to be legally bound, and in consideration of the mutual covenants hereinafter contained, agree as follows:

### **GRANT**

The Marquette Downtown Development Authority, subject to the terms and conditions of this Agreement, hereby grants Pathways Community Mental Health use of the **Marquette Commons, 112 South Third Street, Marquette, MI 49855 twelve times per year, up to six hours per rental**. In exchange, Pathways agrees to permit the DDA use of the Pathways Parking Lot on **Saturdays** during the Downtown Marquette Farmers Market and for **special events which occur outside of Pathways' business hours**.

### **DATE/TIMES OF PERMITTED USE**

Dates and times of Marquette Commons use are contingent upon availability of the facility. Arrangements are to be made through the Marquette Downtown Development Authority office by Matthew Maskart, Pathways CEO, or Dawn Mercier, Pathways Executive Assistant. As stated above, DDA use of the Pathways Parking Lot is granted on Saturdays during the Downtown Marquette Farmers Market and for special events which occur outside of Pathways' business hours.

### **RENTAL FEE AND SECURITY DEPOSIT**

The DDA agrees to waive the \$35 per hour nonprofit organization rental fee as well as the \$250 security deposit for the twelve designated rentals. If any damage occurs to the facility or if any repairs or replacements need to be made to the facility as a result of Pathways' exercise of its rights under this Agreement, Pathways shall compensate the DDA for any such damage, repairs, or replacements.

### **RENEWAL/TERMINATION**

This Agreement is in effect from January 1, 2022 through December 31, 2023, at which point it can be renewed by mutual agreement between both parties.

### **INDEMNIFICATION**

Pathways Community Mental Health hereby covenants and agrees to indemnify and save harmless the City of Marquette, its Marquette Downtown Development Authority, its departments, officers, employees and agents, from any and all claims and demands for all loss, injury, death, or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to:

- (1) This Agreement;
- (2) The activities authorized by this Agreement; and
- (3) The use or occupancy of the premises, which are the subject of this Agreement, as well as any other City-owned lands.

This indemnification and save harmless Agreement shall extend to all loss, injury, death, or damage, proximately caused or arising out of negligence of Pathways, its departments, officers, employees, agents and guests.

The Marquette Downtown Development Authority hereby covenants and agrees to indemnify and save harmless Pathways Community Mental Health, its departments, officers, employees and agents, from any and all claims and demands for all loss, injury, death, or damage, that any person or entity may have or make, in any manner, arising out of any occurrence related to:

- (1) This Agreement;

