

ROOM RENTAL AGREEMENT

AGREEMENT made this _____ day of July 2018, by and between the City of Charlotte, 111 E. Lawrence Avenue, Charlotte, MI 48813 ("City") and Discovery Fellowship Free Methodist Church, a Michigan ecclesiastical corporation, 757 Cherry Street, Charlotte, MI 48813 ("Church").

RECITALS:

WHEREAS, the City desires to rent and utilize rooms at the Church as one of its voting precincts for elections held by the City; and

WHEREAS, the Church desires to permit the City to utilize the Church's location for said City elections; and

WHEREAS, the parties have set forth the terms of this Agreement as set forth herein below.

NOW, THEREFORE, the City and Church agree as follows:

1. **Room Rental and Usage.** The City shall utilize, and the Church shall permit such utilization, such space as set forth in Exhibit A at the Church's location at 757 Cherry Street, Charlotte, Michigan, on the day before and the day of city, school, state and federal elections for one of the City's voting precincts.

2. **Commencement and Term.** This Agreement shall commence effective July 1, 2018. The term of the room usage shall continue until terminated by one or the other parties, as set forth hereinafter.

3. **Rental Rate.** The City shall pay, as its complete and sole usage rate, any extra utility costs related to the use of the Church on the days used. The Church shall calculate the differential utility costs and charge the City on a quarterly basis.

In lieu of calculating, on a quarterly basis, the utility charges, the parties may agree to a flat rate to be paid quarterly, semi-annually or annually, as the parties may agree, so as to approximate the City's utility usage costs.

4. **Notification of Election Schedule.** The City shall provide to the Church by February 15 of each year, the election dates for the upcoming calendar year.

5. **Insurance.** The City shall add the Church as a named insured for those days in which the City uses the Church location pursuant to the terms of this Agreement.

6. ***Set Up and Removal of City Property; Clean-Up.*** The City shall be solely responsible for the set up and removal of all of the election equipment, tables, chairs and other personal property of the City at the Church location. It shall also be responsible for the condition of the property after the event, including the reasonable cleanup of the church premises utilized for ingress and egress and as the polling location.

7. ***Indemnification.***

A. The Church shall not be liable for any condition caused by the City's employees, invitees or other persons and the City shall indemnify and hold harmless the Church for any claims of damage that arise due to the actions of the City's employees, invitees, or other persons, which arise solely from the City's utilization of the premises pursuant to the terms of this Agreement.

B. The City shall not be liable for any damages to persons or property sustained on account of any of the conduct of the Church's employees, invitees or others or, based upon the conditions of the Church's premises as maintained by the Church and the Church shall indemnify and hold harmless the City from any claims or causes of action which arise on account of the conduct of the Church's employees, invitees or others or upon the condition of the Church's premises, as maintained by the Church.

C. Notwithstanding the foregoing, nothing herein shall be construed as a waiver of any of the immunities of the City, including, but not limited to, governmental immunity as set forth in the Governmental Liability for Negligence Act, MCL 691.1401, *et seq.*

8. ***Termination.*** This Agreement may be terminated as follows:

A. By the City upon 30 days written notice to the Church at the address as provided above.

B. By the Church upon written notice to the City at the address as provided above, on the first day of the month after the last election in the calendar year; provided, however, that if said election in the following year is less than 90 days from the date of the last election in the calendar year in which the notice was given, the termination shall not be effective until the first day of the month following the first election occurring in the following year.

9. ***Eminent Domain.*** If, during the term of this Agreement, proceedings shall be instituted under the power of eminent domain which shall result in an eviction, total or partial, all the terms and obligations of this Agreement, on the date of the condemnation, shall cease with no liability to either party.

10. **Default.** If either party should violate the terms of this Agreement, the parties mutually agree to provide the other with notice of the default, and give either party 30 days to cure. If the default shall continue, the parties shall have their remedies as provided by law.

Notwithstanding any of the foregoing, it is recognized that the City has a constitutional obligation to conduct elections at places so designated by the City. Any disruption of the City's ability to conduct elections would constitute irreparable harm for which money damages would not be adequate. The parties recognize and agree that the City's sole remedy is to obtain an injunction to prevent any interference by any of the Church's employees, agents, invitees or other persons in the conduct of scheduled elections.

11. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of the Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

12. **Modifications in Writing.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in a writing signed by each party or an authorized representative of each party.

13. **Governing Law.** It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Michigan.

14. **Timeliness.** It is specifically declared and agreed that time is of the essence of this Agreement.

15. **Invalidity.** The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by other parties subsequent to the expungement of the invalid provision.

16. **Titles.** The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provision of this Agreement.

17. **Notices and Addresses.** Any notice provided for or concerning this Agreement shall be in writing and shall be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth at the beginning of this Agreement.

18. **Binding Agreement.** This Agreement shall bind and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the parties.

19. **Duplicates.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall together constitute a single agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement at Charlotte, Michigan on the day, month and year first above written.

CITY OF CHARLOTTE

DISCOVERY FELLOWSHIP FREE
METHODIST CHURCH

Tim Lewis, Mayor

Greg Nitchman, Pastor

Ginger Terpstra, City Clerk