

GOEBLE FIELD LEASE - FOURTH AMENDMENT

THIS AMENDMENT, entered into on the 17th day of October, 2022, by and between the CITY OF CHARLOTTE (Charlotte) and CHARLOTTE JUNIOR ORIOLES (CJO);

WITNESSETH:

WHEREAS, Charlotte and the CJO previously entered into a lease agreement dated August 28, 2002, which provided for the lease of Goeble Field within the city; and

WHEREAS, Charlotte and CJO amended the lease on October 23, 2003, again on April 28, 2014 to extend the terms of the lease agreement and modify the annual rent, and again on September 6, 2022 to extend the terms of the lease agreement; and

WHEREAS, the parties desire to extend the terms of the lease a fourth time and clarify insurance requirements as set forth hereinafter;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Paragraph 12 of the lease shall be amended and replaced in its entirety to read as follows:

12. Liability and Insurance Indemnity: Lessee hereby covenants and agrees to indemnify and save harmless, the City of Charlotte, Michigan, 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) issuance of this Lease; (2) the activities authorized by this Lease; and (3) the use or occupancy of the Premises which are the subject of this Lease by the Lessee, its employees, contractors, or its authorized representatives.

Lessee hereby releases, waives, discharges and covenants not to sue the City of Charlotte, Michigan, its departments, officers, employees and agents, from any and all liability to Lessee, its officers, employees and agents, for all losses, injury, death or damage, and any claims or demands thereto, on account of injury to person or property, or resulting in death of Lessee, its officers, employees or agents, in reference to the activities authorized by this Lease. Lessee shall report to the Lessor any incident that may result in personal injury or property damage. Lessee shall make complete reports in writing to the City Manager on forms provided by the City or such other form approved by the Lessor within twenty-four (24) hours of any such incident. Incidents resulting in serious

personal injury, death, or property damage estimated to exceed \$100 are to be reported to the City Manager immediately, by telephone or in person. A written report is to follow as described above.

Lessee shall provide certificates of insurance listing the City of Charlotte, Michigan, its departments, boards, agencies, commissions, officers, and employees as additional insureds, to Lessor within thirty (30) calendar days following the execution and delivery of this Lease to Lessee, and every year thereafter, for the following insurance coverage. The insurance policies shall provide that they may not be modified, canceled, or allowed to expire without thirty (30) days' prior written notice given to the Lessor.

A. Lessee shall obtain General Liability Insurance, naming Lessor, its officers and employees as additional insureds and protecting against all claims, demands, suits, actions or causes of action and judgments, settlements or recoveries, for bodily injury or property damage arising out of a condition of the Premises, or arising in connection with or as a direct or indirect result of the Lessee's use and occupancy of the Premises or its exercise of the right and privileges granted in the Lease. Lessee agrees to maintain a minimum policy limit, in the amount of:

\$ 500,000 per occurrence for property damage

\$1,000,000 per occurrence for bodily injury

\$2,000,000 aggregate

B. Lessee covenants that it will, during the continuance of the term of this Lease, keep the buildings and improvements now or hereafter located on the Premises, insured by an insurance company or companies that has a rating of A- (A minus) or better, as listed by AM Best Co., against loss or damage for all risks as are currently embraced in the standard extended coverage endorsement in the State of Michigan, and in an amount equal to the full replacement value of said buildings and improvements.

C. As required by law, Lessee shall obtain Workers' Compensation Insurance for Lessee's employees' claims under Michigan Workers' Compensation Act or similar employee benefit act or any other state act applicable to an employee, along with Employer's Liability Insurance for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when Workers Compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.

E. Lessor reserves the right to reassess the minimum policy limits requirement set forth above every five (5) years, or as determined necessary by the Lessor.

1. Paragraph 21 of the lease shall be amended to read as follows:

21. Term and Expiration of Agreement: The term of lease shall be 10 (ten) years expiring December 31, 2032. This agreement may be renewed for an additional period of time upon agreement of the City Council.

2. Notwithstanding the foregoing, all other terms of the lease shall remain in full force and effect.

3. This amendment shall be attached to the Goeble Field lease agreement and shall become a part of that lease agreement as if originally included in it.

IN WITNESS WHEREOF, the parties have caused this amendment to be executed in Charlotte, Michigan, County of Eaton, State of Michigan, on the date first above written.

CITY OF CHARLOTTE

CHARLOTTE JUNIOR ORIOLES

By _____
Mayor, Michael Armitage

By _____
CJO Commissioner, Mike Bialkowski

By _____
City Clerk, Mary LaRocque