

## FACILITIES RENTAL AGREEMENT

**THIS FACILITIES RENTAL AGREEMENT (“Agreement”)**, entered into on Date, by and between Eastern Market Corporation (“Lessor”) and (Lessee). The parties hereto, intending to be legally bound agree as follows:

**I. GRANT.** Lessor, on the dates and times set forth herein, and subject to the terms and conditions of this Agreement, hereby grants to Lessee a license to use Shed (the “Building”), in the Eastern Market District as is depicted on the floor plan attached hereto as Exhibit “A”

**II. USE.** The Buildings shall be used by Lessee solely for purposes of \_\_\_\_\_, All event details shall be coordinated and finalized no less than 14 days prior to the scheduled event. This includes submission of an event time line, contact information, floor plans, security plan, and copies of any applicable licenses and permits. Lessee’s use of the Buildings shall be in compliance with all applicable federal, state and local laws and ordinances and all lawful orders, rules and regulations. Lessee further agrees to observe and comply with all rules and regulations adopted by Lessor concerning the use of the Licensed Premises, including, without limitation, all parking regulations. The Lessee is solely responsible for obtaining appropriate licenses.

**III. DATE(S)/TIMES OF PERMITTED USE.** For Shed, this Agreement shall **commence on Date at 9:00 a.m. and terminate on Date at 11:59 p.m.**, unless terminated sooner. Access to the Buildings on the commencement date shall be coordinated with Melissa Thomas.

**IV. RENTAL FEE.** Lessee shall pay to Lessor the total sum of \$\_\_\_\_\_ under this Agreement. Lessee shall pay a non-refundable administrative fee of \$500.00 to reserve the facilities. The balance \$\_\_\_\_\_ of the Rental Fee shall be paid in full by Lessee by **Date**.

The rental includes access to electricity and water, accommodations necessary for load in/out, (1) EMC security (1) EMC Janitorial personnel on site from 6:00 p.m. until 11:00 p.m. on the day of the event. **Extra security and janitorial services may be required to accommodate the number of guest attending the event.**

**V. CERTIFICATE OF INSURANCE:** Lessee shall submit a Certificate of Liability Insurance naming Eastern Market Corporation and the City of Detroit as certificate holders upon execution of this agreement. The COI will be for a minimum of \$1,000,000.00 each occurrence and included a minimum of \$300,000.00 for damage to rented premise per occurrence.

**VI. SECURITY:** The Eastern Market Corporation requires security for any event with more than 200 people in attendance, any event held at night, and/or any event with alcohol available. The Lessee shall submit an adequate security plan including the number of personnel involved and contact information for the security supervisor at least 10 business days prior to the event.

**VII. COLLATERAL CONTRACTS.** The Lessee shall be responsible for all other contracts, obligations, and expenditures made in connection with its use of the leased premises. By way of illustration and not limitation, these contracts may include entertainment, catering, fees, and licenses, insurance, special furnishings or decoration, staffing, etc. Lessee is responsible for removal of all trash related to the \_\_\_\_\_ event and for returning the Building to ‘as is’ condition.

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**VIII. PERMITS, LICENSES, and PERMISSION.** The Lessee shall be responsible for the procurement of and all expenses of licenses, permits, union and trade organization clearances, and similar obligations required for use of the leased premises for the purpose stated.

**IX. INDEMNIFICATION.** Lessee shall indemnify, defend and hold harmless the City of Detroit and Lessor, its Board of Directors, officers, agents and employees from and against any and all loss, cost (including attorneys' fees), damage, expense and liability (including statutory liability and liability under workers' compensation laws) in connection with claims, judgments, damages, penalties, fines, liabilities, losses, suits, administrative proceedings, arising out of any act or neglect by Lessee, its agents, employees, contractors, Lessees, invitees, representatives, in, on or about the Licensed Premises. This indemnity shall survive the termination of this Agreement. Lessee hereby releases the City of Detroit and Lessor from any and all liability or responsibility to Lessee or anyone claiming through or under Lessee by way of subrogation or otherwise for any loss or damage to equipment or property of Lessee.

**X. "AS-IS" CONDITION.** Lessee agrees to accept the Buildings in their "as-is" condition "with all faults." "As-is" shall include but is not limited to Lessor banners and advertisements and permanent/non-permanent displays related to the Public Markets.

**XI. ASSIGNMENT AND SUBLEASING.** Lessee shall not assign any interest in this Rental Agreement or otherwise transfer or sublease the Building or any part thereof or permit the use of the Building to any party other than Lessee.

**XII. TERMINATION.** Lessor may terminate this Agreement based upon any one or more of the following events:

A. Failure of Lessee to pay the Rental Fee or any other charges due hereunder when the same is due;

B. Failure of the Lessee to perform any of its covenants hereunder.

Lessor may, with or without further notice, expel and remove Lessee, or any other person or persons in occupancy from the Licensed Premises, together with their goods and chattels, using such force as may be necessary in the judgment of Lessor or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned thereby. In addition to any other remedy it may have, Lessor may recover from Lessee all damages it may incur by reason of such breach by Lessee.

**XIII. INTERFERENCE.** Lessee shall use the Buildings in a manner which shall not cause interference with the use or occupancy of the other portions of the Buildings by Lessor or others in any way. Lessee's use hereunder will be done in such a manner so as not to interfere with or impose any additional expense upon Lessor in maintaining the Building.

**XIV. RESTORATION.** If any damage occurs to the Lessor's property, or if any repairs, extra cleaning, or replacements need to be made to the Buildings as a result of the actions of the Lessee or guests or agents thereof, Lessee shall pay Lessor for any such damage, repairs, or replacements upon demand by Lessor.

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**XV. CANCELLATION.** Lessee may cancel this Agreement at any time up to 14 days prior to event date, by providing written notice of such election to Lessor. Lessor will return all moneys paid with the exception of Administrative fees of \$500.00 PER DAY.

Should Lessee cancel this agreement 10 days prior to event date, Lessor will refund 50% of the total sum.

Should Lessor need to cancel this Agreement because the space is not useable and no other space is available, Lessor shall inform Lessee no less than 10 days prior to the event and will reimburse Lessee for funds deposited with Lessor.

**LATE LOAD OUT. AN ADDITIONAL PENALTY FEE WILL BE ASSESSED FOR EVENTS RUNNING OVER THE SCHEDULED END TIME AS PRINTED IN THE RENTAL AGREEMENT.**

THE FEE IS \$1000 PER HOUR, Initial here \_\_\_\_\_

## **PHOTOGRAPHY/VIDEO PERMISSION**

All photographs/videos taken by Eastern Market Corporation personnel may be used in any and all of its publications, including social media websites, without payment or any other consideration. Understand and agree that these materials will become the property of the EMC and will not be returned. With this understanding The Lessee authorize Eastern Market Corporation to edit, alter, copy, exhibit, publish or distribute photos/video for purposes of publicizing Eastern Market Corporation's programs/rentals or for any other lawful purpose. In addition, The Lessee waives the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, The Lessee waives any right to royalties or other compensation arising or related to the use of the photograph. The Lessee hereby hold harmless and release and forever discharge the Eastern Market Corporation from all claims, demands, and causes of action which the Lessee, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

\_\_\_\_\_ Initial Here to Show Permission

**XVI. NOTICE.** Any notices required to be given under this Agreement shall be made in writing and delivered by email, facsimile transmission, by hand or by first class mail to the following addresses (texting is not considered a written notice):

**Lessor:**  
Eastern Market Corporation  
2934 Russell  
Detroit, MI 48207  
Attn: Melissa Thomas  
mthomas@easternmarket.org  
Facsimile: (313) 833-9309

**Lessee:**

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**XVII. GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within the State of Michigan.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**LESSOR:**  
Eastern Market Corporation

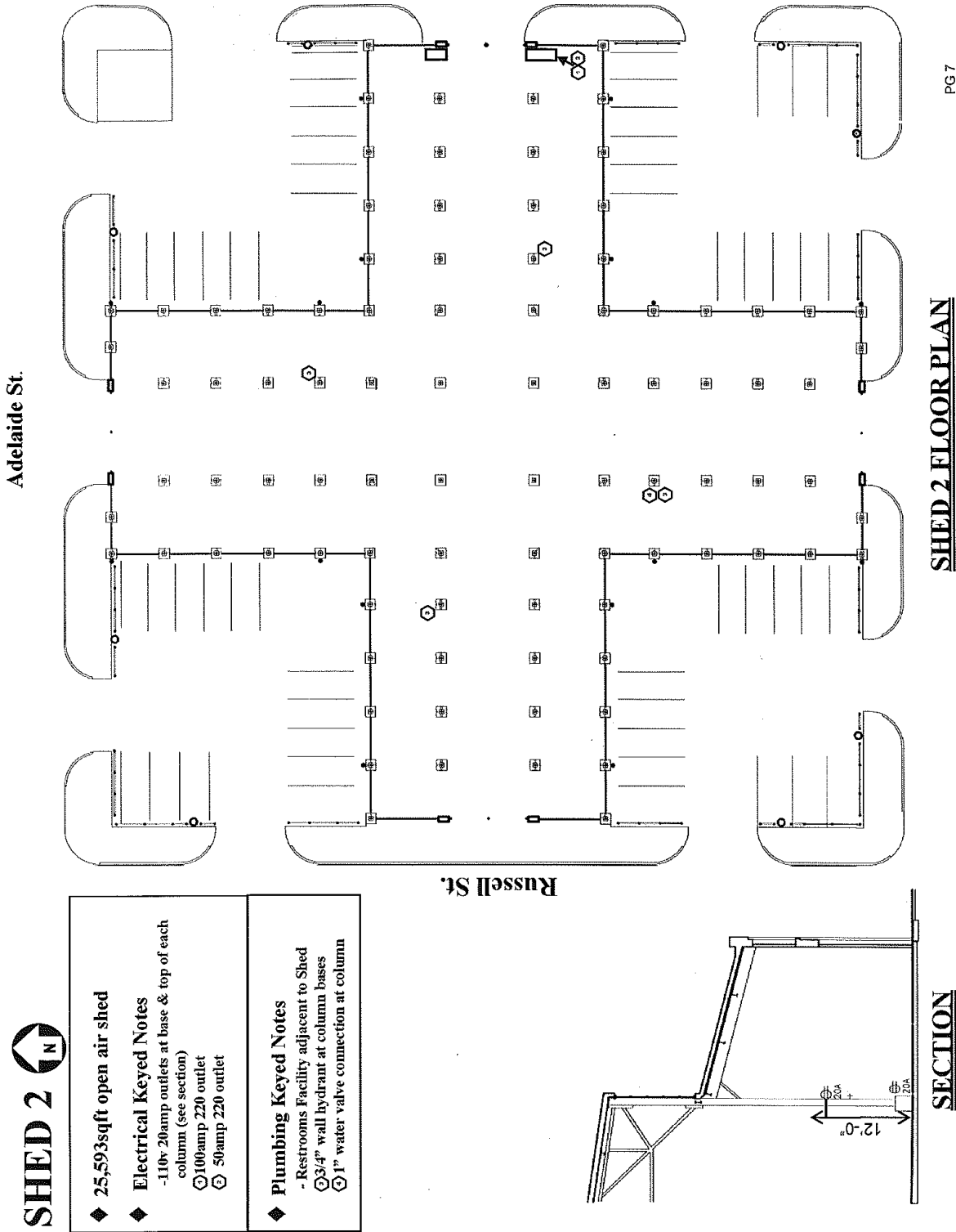


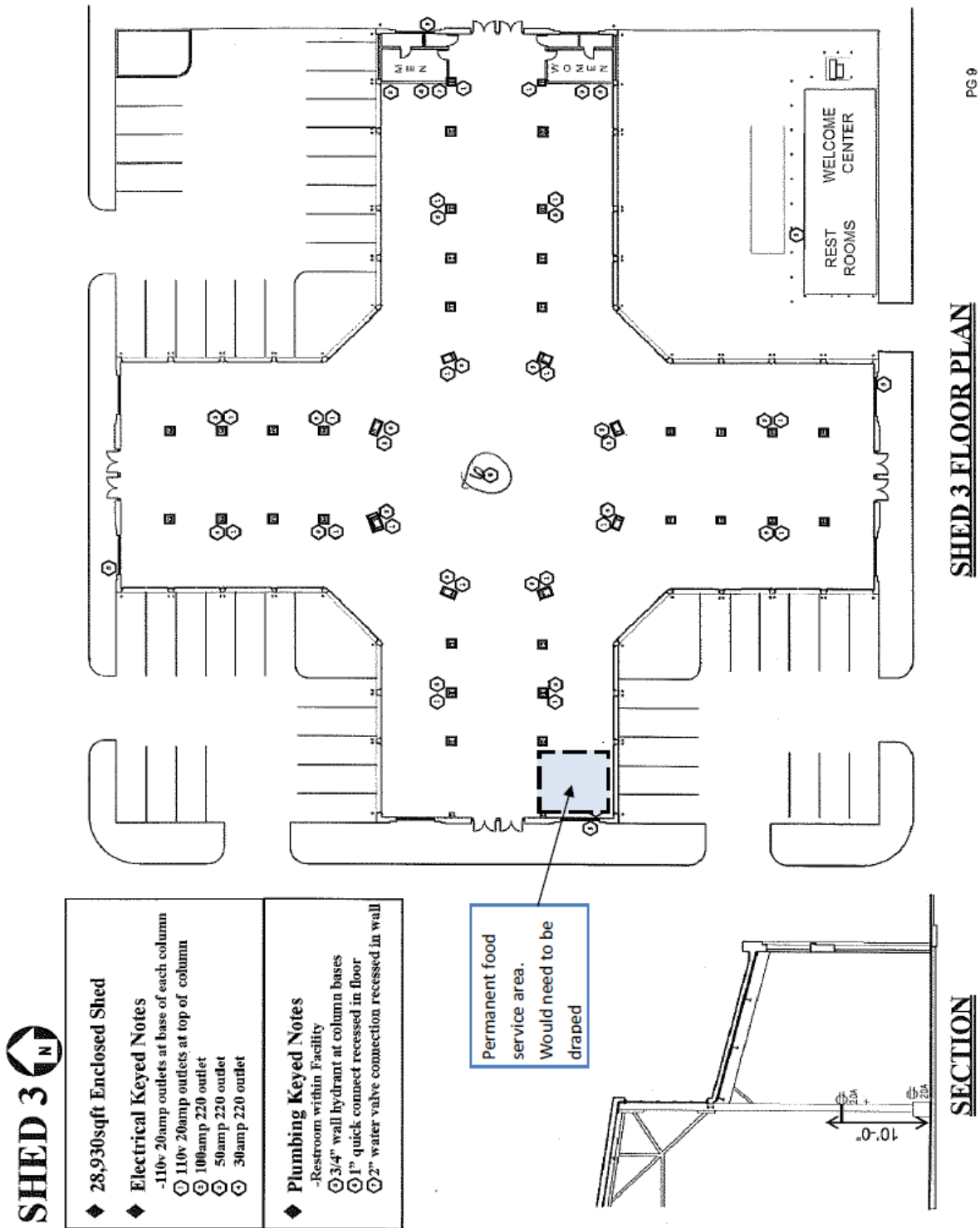
By:  
Dan Carmody, President

**LESSEE:**

By:

Exhibit "A"





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