

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, ("Lessor") owns a multi-purpose facility known as the IRA Civic Center; and

WHEREAS it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboard in the IRA Civic Center for a certain period of years; and

WHEREAS the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, the **City of Grand Rapids** as Lessor, and Rapid Garage Door & Awning as Lessee, agree as follows:

1. The Lessor shall lease to the Lessee, advertising sign(s) placed on the interior walls and/or dasherboard of the IRA Civic Center. Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboard of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$600 for one sign on an interior wall or dasherboard, for each calendar year of the term, in the form of a cashier's check to the Lessor. The Lease term for the advertising space shall be as follows: January 1, 2024, to December 31, 2025. This contract will be automatically renewed for successive one-year terms unless either party provides written notice to the other of their intent not to renew said lease no later than December 1 of the year of cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2026, the Lessee must notify the Lessor in writing no later than December 1, 2026, for cancellation effective December 31, 2026.
3. Lessor shall have the first right to rent the advertising signs to Lessee for successive one-year terms (each, a "Renewal Term"). Although the signed contract for a Renewal Term is due within 30 days, Lessee will be invoiced and payment in full is due February 28 of that Renewal Term. The Lessor reserves the right to sell sign space and terminate this Agreement if the payment is not received by February 28 of such Renewal Term.
4. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
5. If during the initial term or any Renewal Term, Lessee changes its name, logo, artwork, or designs, Lessee and Lessor shall cooperate to install such replacement signage in a timely manner. Lessee may terminate this Agreement at any time with written notice, but Lessee will not receive a refund for any annual fee already paid unless Lessee's termination is due to Lessor's breach of this Agreement.

6. The expense of setup and artwork of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.
9. During the initial term or a Renewal Term, all signs and materials are the property and responsibility of the Lessor. Upon termination of the Agreement, Lessor shall remove the sign and permit Lessee to pick it up.
10. All maintenance of the signs will be the responsibility of the Lessor.
11. Lease rates are \$1200 per year for 2024 and 2025 for a two 4' x 8' advertising signs.

Rapid Garage Door & Awning

BY: AS _____
Lessee
DATE: 9/18/2023 _____

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor
DATE: _____

Tom Pagel, City Administrator

Dated this _____ day of _____, 20____.