

FACILITY USE AGREEMENT

WHEREAS, St. Michael's (Episcopal) Church (the "Church") located at 20475 Sunningdale Park Road, Grosse Pointe Woods, MI, and the City of Grosse Pointe Woods through actions by its City Council (the "City") have agreed to this Facility Use Agreement; and

WHEREAS, the Church has agreed to allow the City to use the Fellowship Center (Gym) for the purpose of holding elections and other necessary activities related to Precinct 1 in accordance with the terms of this Agreement:

NOW THEREFORE it is hereby agreed between the parties as follows:

1. Permission to use facilities: The Church agrees to allow the City, its agents, employees, and related entities to use the church facilities for all purposes necessary to allow the City to comply with State Election Laws regarding establishing a precinct and for elections generally during the term of this Agreement.
2. Consideration: The City will pay to the Church the sum of Five Hundred (\$500.00) dollars for each use of the facilities in conjunction with this Agreement. The parties are not precluded from renegotiating the sum after 2026 as long as negotiations are concluded more than 120 days prior to the next Election Day.

The City agrees to remove all election equipment the day after each election.

3. Exclusive use of portion of the Church: The Church agrees and understands that the City has statutory duties under the Election Laws of the State of Michigan which will require exclusive use of the Fellowship Center (Gym) and use of the main entry and hallway on Election Days, and for set-up the day before each election.

The Church agrees that no other Church events will be scheduled in the Fellowship Center (Gym) location on Election Days. The Church will take the necessary steps to make adequate parking available on Election Days. The Church further agrees to perform regular maintenance on, and guarantee usability, of all electrical outlets and lighting.

4. Term: The agreement is in effect from the date it is signed until either party terminates the Agreement with at least 120 days prior notice. The parties agree and understand that, the following Election Day dates are scheduled in 2026:

- **State Primary Election, August 4, 2026.**
- **General Election, November 3, 2026.**
- **Future Election Days are unknown at this time, but the City will notify the Church of upcoming Election Days as they become known.**

5. The Church agrees and understands that the use of the facilities shall be required by election officials the day prior to the election for set up and after the close of the polls on Election Day to break down and remove election equipment. The Church agrees that campaigners are permitted to campaign at the 100-foot line and beyond.

6. Injunctive Relief: The Church agrees and understands that due to the statutory duties of the City, the City is required to have use of the facilities on Election Day. Accordingly, the Church acknowledges that in the event of the anticipated breach of this Agreement, the Church stipulates to jurisdiction of the Wayne County Circuit Court for purposes of entering injunctive relief, including any necessary Ex Parte Orders which may be necessary to allow the City of Grosse Pointe Woods to exercise its statutory duties regarding elections.
7. ADA Compliance: The Church agrees and understands that the City has a duty to provide voting facilities which are ADA compliant. Accordingly, the Church agrees to provide facilities that are accessible to all voters and are in compliance with ADA requirements.
8. Insurance and Indemnification: The City agrees to hold harmless the Church from any liability for damages to any person or property on Church property which is related to the performance of the City's responsibilities to provide a suitable location for the election. The City has general liability coverage in excess of \$5,000,000.00 for each occurrence and for general aggregate limits and in addition for each occurrence \$6,000,000.00 for specific and aggregate.
9. Notice: Either party may terminate this agreement based on a minimum of 120 days prior written notice to the other party.
10. Liquidated Damages: The Church agrees and understands that the City has a statutory duty to provide election facilities. Accordingly, in the event that the Church willfully refuses to provide such facilities on Election Day in accordance with the terms of this agreement, then the Church agrees that the City's damages arising out of any willful breach of this contract are difficult to determine, and the Church stipulates to liquidated damages for willful breach of this agreement in the amount of \$1,000.00 per willful breach. In addition to liquidated damages, the City may seek relief from a Court of equity to enjoin further breach of any agreement. This provision does not limit the right of any party from seeking other relief or to recover any other damages for breach of any other terms or provisions of this agreement.
11. Entire Agreement: This agreement represents the entire agreement between the parties. Any modifications to this agreement must be in writing.

Dated: _____

CITY OF GROSSE POINTE WOODS

By: Susan Como

Its: City Manager

Dated: _____

ST. MICHAEL'S (EPISCOPAL) CHURCH

By: Fr. Michael Bradley

Its: Rector