

City Of Laingsburg

Library Lease / Service Agreement

THIS LIBRARY LEASE / SERVICES AGREEMENT ("Agreement") is made this _____ day of _____, 20__, by and between the CITY OF ("City"), whose address is 114 Woodhull St. and the PUBLIC LIBRARY ("Library"), whose address is 255 E. Grand River Rd.

(1) **Premises:** The City, in consideration of the fee to be paid and the covenants and agreements to be performed by the Library, does hereby lease unto the Library those certain premises and building situated on the City's property located at 255 E. Grand River Rd, Laingsburg, Michigan and more particularly described as the Laingsburg Public Library ("Premises").

(2) **Length of Term:** The City hereby leases the Premises to the Library for a term beginning January, 1, 20__, and ending at midnight on December 31, 20__ ("Term"). During the term, the Library shall have and hold, together with appurtenances, the above described Premises subject to the terms and conditions as herein set forth.

(3) **Services:** The City shall provide to the Library during the term of the Agreement the following services:

- a) Collection of taxes.
- b) Accounting for the revenues and expenditures to the Library.
- c) Preparing the payroll of the Library and processing the expense reimbursement requests of Library employees.
- d) Maintaining the employee benefits of the Library employees.
- e) Maintaining City insurance policies on Library real property and public liability.
- f) Custodial services and maintaining the building, premises an appurtenance of the Laingsburg Public Library as provided in Sections 5 and 7 of this Agreement.
- g) Cable television service and telephone service at the levels and cost in existence at the time this Agreement is executed by both the City and Library

The City shall provide the above-mentioned services and benefits in the same manner and quality as those provided to employees and for property of the City itself. The City's provision of the above-mentioned services and benefits shall be in accordance

with established City policies, procedures and requirements and the Library and Library employees shall comply with the established City policies, procedures and requirements with respect to the above-mentioned services and benefits. At any time when a Library policy may be in conflict with those of the City as the policy relates to services provided by the City, the City's policy(ies) shall prevail. Nothing in this Agreement shall be construed and interpreted that Library employees are employees of the City and at all times during the term of this Agreement, Library employees shall be employees of the Library and not employees of the City.

(4) **Use of Premises:** It is understood and agreed between the parties hereto that the said premises during the continuance of this term may be used and occupied for Library purposes and for no other purpose or purposes. It is further understood that all common areas, including, but not limited to, storage areas, parking areas and grounds, shall be owned by the City, and the parties share the use of the same during the term of this Agreement. The City shall retain the right to limited access to the use of meeting rooms for whatever purposes it deems appropriate, at no charge to the City, which is not in conflict with those meetings / events scheduled by the Library.

The Library shall promptly comply with all laws, ordinances, lawful orders, policies, procedures and regulations of the City and other applicable governmental entities affecting the premises, in the cleanliness, safety, occupation and use of same. In effecting such compliance, the Library may require the cooperation and consent of the City, which cooperation and consent shall not be unreasonably withheld.

(5) **Care of Premises:** The City shall keep the premises, including the sidewalks and landscaped areas adjacent to the premises, clean and free from trash, garbage, rubbish and dirt and shall store all trash, rubbish and garbage within the premises and arrange for the regular pick-up of such trash, rubbish and garbage at the City's expense. As part of its regular maintenance of its grounds, the city shall remove ice and snow from sidewalks adjacent to the premises. The Library agrees no to perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other occupants of the City's Municipal Campus.

(6) **Utility Services:** The City agrees to provide and maintain the necessary mains and conduits in order that water and sewer facilities, gas and electricity may be available on the premises, and the City shall promptly pay any charges for the use of such utilities by the Library at their general current levels of use. Any cost increases associated with cable and telephone services, either by upgrade directed by the Library or through service provider increases, shall be borne by the Library. Any dispute arising out of any utility not provided by the City, cable or telephone charge is between

the Library and the provider.

(7) **Maintenance of Premises:** The City agrees to provide custodial and other repair and maintenance services in order that the building, premises and appurtenances shall be kept in good order, maintenance, condition, and repair, and shall also be kept in a clean, sanitary, and safe condition in accordance with all directions, rules and regulations of the City and health officer, fire marshall, building inspector or other proper officers of governmental agencies having jurisdiction. Special cleaning of fixtures and furnishings outside of normal cleaning and maintenance shall be at the sole expense of the Library. Carpet and exterior window cleaning shall be conducted one time each year.

(8) **Abuse of Premises:** The plumbing facilities and adjoining or connecting sewer lines or mains shall not be used for any other purpose than that for which they are constructed. The Library, its employees, agents and/or representatives shall not paint, alter or deface any walls, ceilings, partitions, floors, carpeting, wood, stone, or metal work at the premises without the City's written consent being first obtained.

(9) **Destruction or Damage to Premises:** In case of premises shall be partially or totally destroyed by fire or other casualty which is insurable under the full standard extended coverage insurance, as to become partially or totally untenable, the same shall be repaired as speedily as possible using the proceeds of such insurance, unless the City shall elect not to rebuild and an adjustment in a proportionate part of the fee shall be abated until so repaired.

(10) **Notice by Library:** The Library shall give immediate notice to the City in case of fire or accidents in the premises or defects therein or in any fixtures or equipment.

(11) **Condemnation:** Upon the whole or any part of the premises and property hereby leased being taken by any public authority under the power of eminent domain, the term of the Agreement shall cease for that part of the premises and property so taken from the date of possession of that part shall be required for a public purpose, and this Agreement shall continue pursuant to the terms and provisions contained herein unless that portion of the property and premises taken results in a substantial interference of the Library's use of the premises to the extent that the premises cannot be effectively used for the Library purposes for which it is being leased. In said event, the Library shall have the right, by written notice to the City, to cancel this agreement and declare the same null and void, and if the Library does not so cancel this Agreement, the Library shall continue in possession of the remainder of the premises

under the terms of this Agreement. Any and all damages and/or compensation awarded for such taking shall belong to and be the property of the City.

(12) **Successors**: All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the parties' heirs, executors, administrators, successors and assigns.

(13) **Notices**: Whenever under this Agreement provision is made for notice of any kind, it shall be deemed sufficient notice and service thereof if such notice to the Library is in writing, addressed to the President of the Public Library Board at the Public Library, _____ and sent by registered or certified mail with postage prepaid, and if such notice to the City is in writing, addressed to the City Manager at the address of the City Hall, and sent by registered or certified mail with postage prepaid.

(14) **Captions and Section Numbers**: The captions and section numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit or construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect the Agreement.

(15) **Partial Invalidity**: If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby; and each term, covenant or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(16) **Recording**: The Library shall not record this Agreement without the written consent of the City.

(17) **Laws of the State of Michigan**: This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

(18) **Consent Not Unreasonably Withheld**: The City agrees that whenever, under this Agreement, provision is made for the Library securing the written consent of the City, such consent shall not be unreasonably withheld.

(19) **Option to Renew Agreement**: Provided the Library shall not be in default of the terms of this Agreement, the Library may, by giving the City written notice not later than one (1) year prior to the expiration of this Agreement and/or one (1) year

prior to the expiration of any renewal, exercise its option to renew this Agreement for a period of five (5) years, with only two (2) five (5) year renewals by the Library being permitted, said renewals being under the same terms and conditions as contained in this Agreement, except that for any renewal periods, the fee to be paid by the Library to the City shall be modified to an amount mutually agreeable to the parties, and in the event the parties are not able to agree to a new fee amount, the renewal will not become effective and this Agreement will terminate as provided herein.

(20) **Remedies:** It is agreed that each and every one of the rights, remedies and benefits provided for by and in this Agreement shall be cumulative and shall not be exclusive of any other of said rights, remedies or benefits or any other rights, remedies and benefits allowed by law.

(21) **Waiver:** One or more waivers of any covenants or conditions of this Agreement by the parties shall not be construed as a waiver of a further breach of the same covenant or condition.

(22) **Expansion:** It is not contemplated by and between the parties hereto that there will be any physical expansion of the building and/or premises being rented, and, as a result, no such expansion may take place by the Library without the Library first obtaining the written consent of the City.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS Library Lease / Services Agreement as of the day and year first above written. By Affixing signatures below, the City and Library represent that these individuals are duly authorized to bind the parties to the terms and conditions contained herein and to act on behalf of the representative entities.

CITY OF LAINGSBURG

By: _____

By: _____

STATE OF MICHIGAN)
COUNTY OF SHIAWASSEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Mayor, and _____, as Clerk, on behalf of the City of Laingsburg, a Michigan

municipal corporation, on behalf of the corporation.

_____, Notary Public

Shiawassee County, Michigan

My Commission Expires: _____

Laingsburg Public Library

By: _____

Its: President

STATE OF MICHIGAN)

COUNTY OF SHIAWASSEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as President of the Laingsburg Public Library, on behalf of the Laingsburg Public Library.

_____, Notary Public

Shiawassee County, Michigan

My Commission Expires: _____