



FACILITIES RENTAL AGREEMENT

THIS FACILITIES RENTAL AGREEMENT (“Agreement”), entered 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 timeline, 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 _____ at 9:00 a.m. and terminate on _____**., 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 \$1000 to reserve the facilities. Administrative fee has been received the new balance \$_____ must be paid in full by Lessee on _____.

The rental includes access to electricity and water, accommodations necessary for load in/out, EMC security and janitorial personnel will be on site from 9:00 a.m. until 12:00 a.m. on the day of the event. **Extra security is required to accommodate the number of guests attending the event. ALL event staff security and janitorial will be billed at a \$25per hour/ per staff rate. ALL event staff will be onsite one hour prior to guest arrival until midnight when all attendees are completely offsite.**



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 100 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.

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.

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 **\$1000.00 PER DAY.** In the event of COVID 19 ALL monies will be returned including \$1000 Administrative fee if the Governor/ Health Dept. orders on public gatherings are (0- 100 guest) are not allowed at the time of the scheduled event. There will be a 50% administrative fee refund issued if the Governor/ Health Dept.'s orders on public gathering are (101- or more guest) allowed to attend an event.

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 _____

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:



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

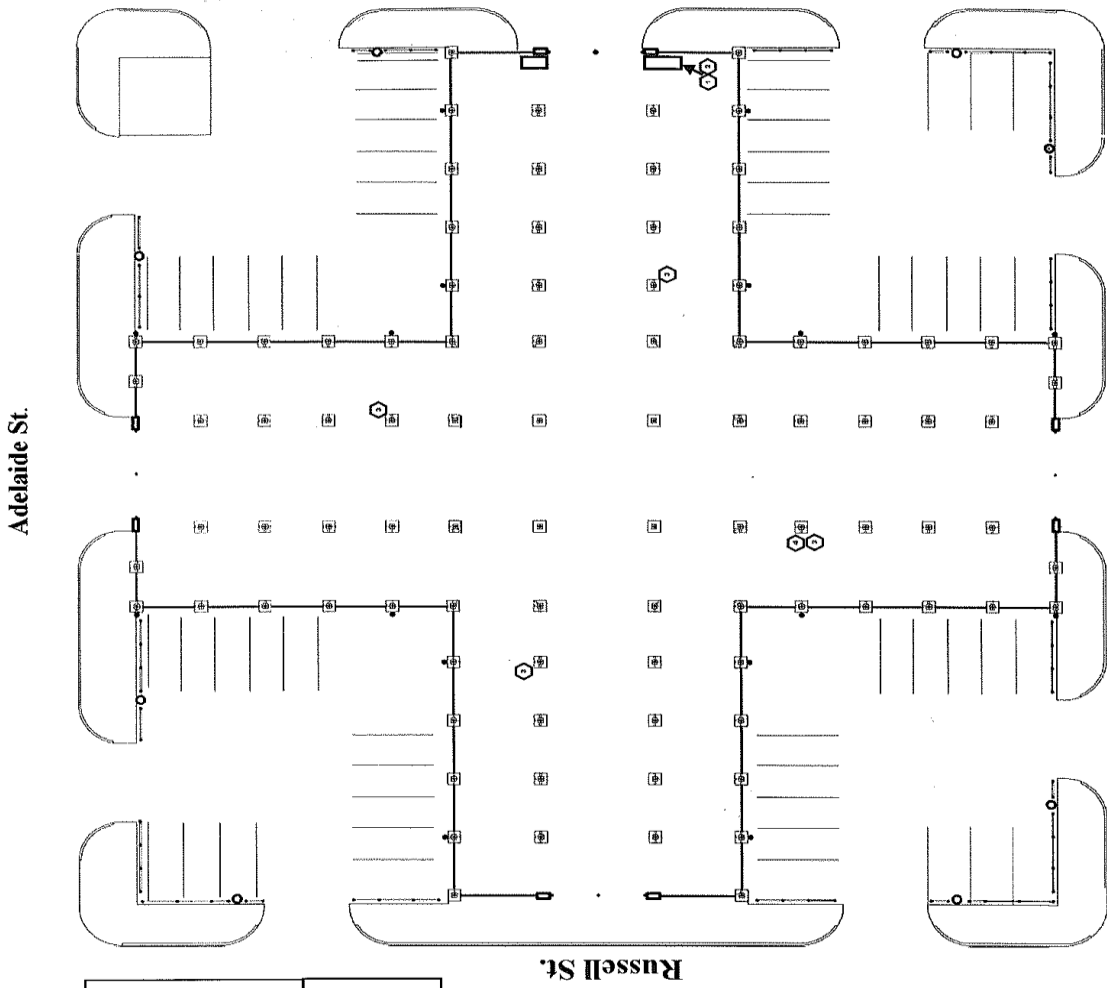
By:
Dan Carmody, President

LESSEE:

By:



Exhibit "A"

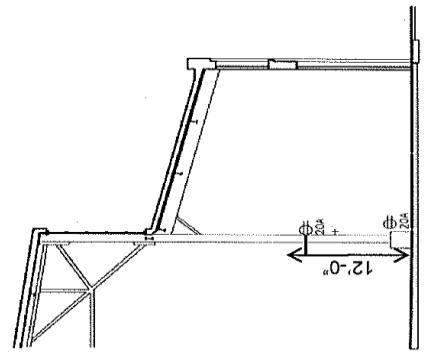


Adelaide St.

Russell St.

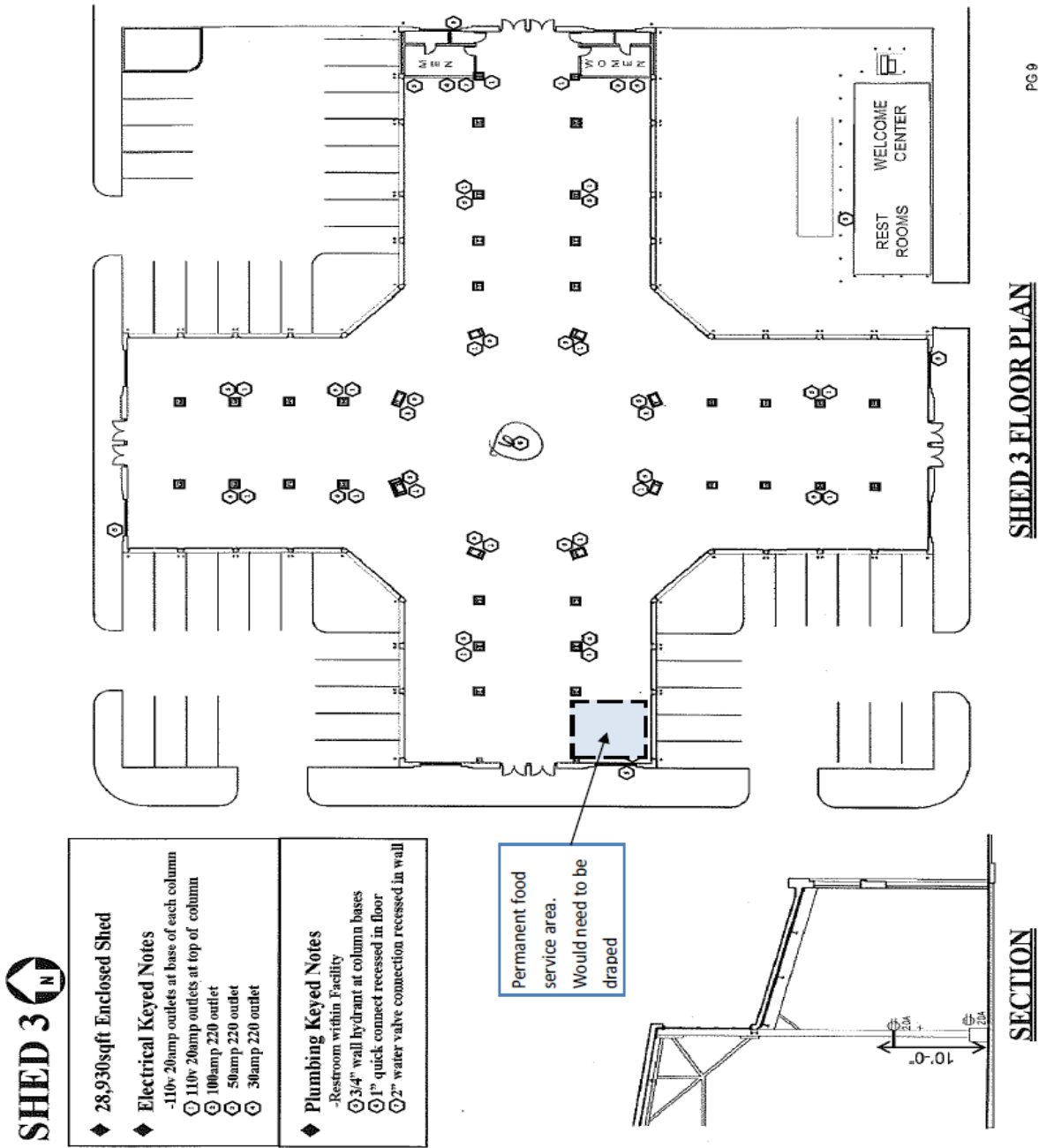
SHED 2

- ◆ 25,593sqft open air shed
- ◆ **Electrical Keyed Notes**
 - 110v 20amp outlets at base & top of each column (see section)
 - ⊙ 100amp 220 outlet
 - ⊙ 50amp 220 outlet
- ◆ **Plumbing Keyed Notes**
 - Restrooms Facility adjacent to Shed
 - ⊙ 3/4" wall hydrant at column bases
 - ⊙ 1" water valve connection at column



SECTION

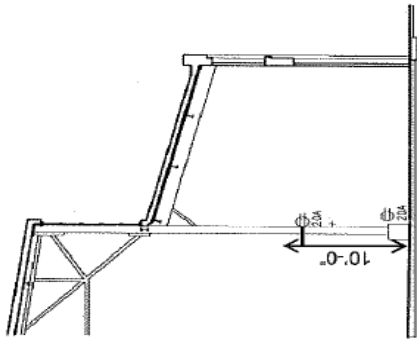
SHED 2 FLOOR PLAN



SHED 3

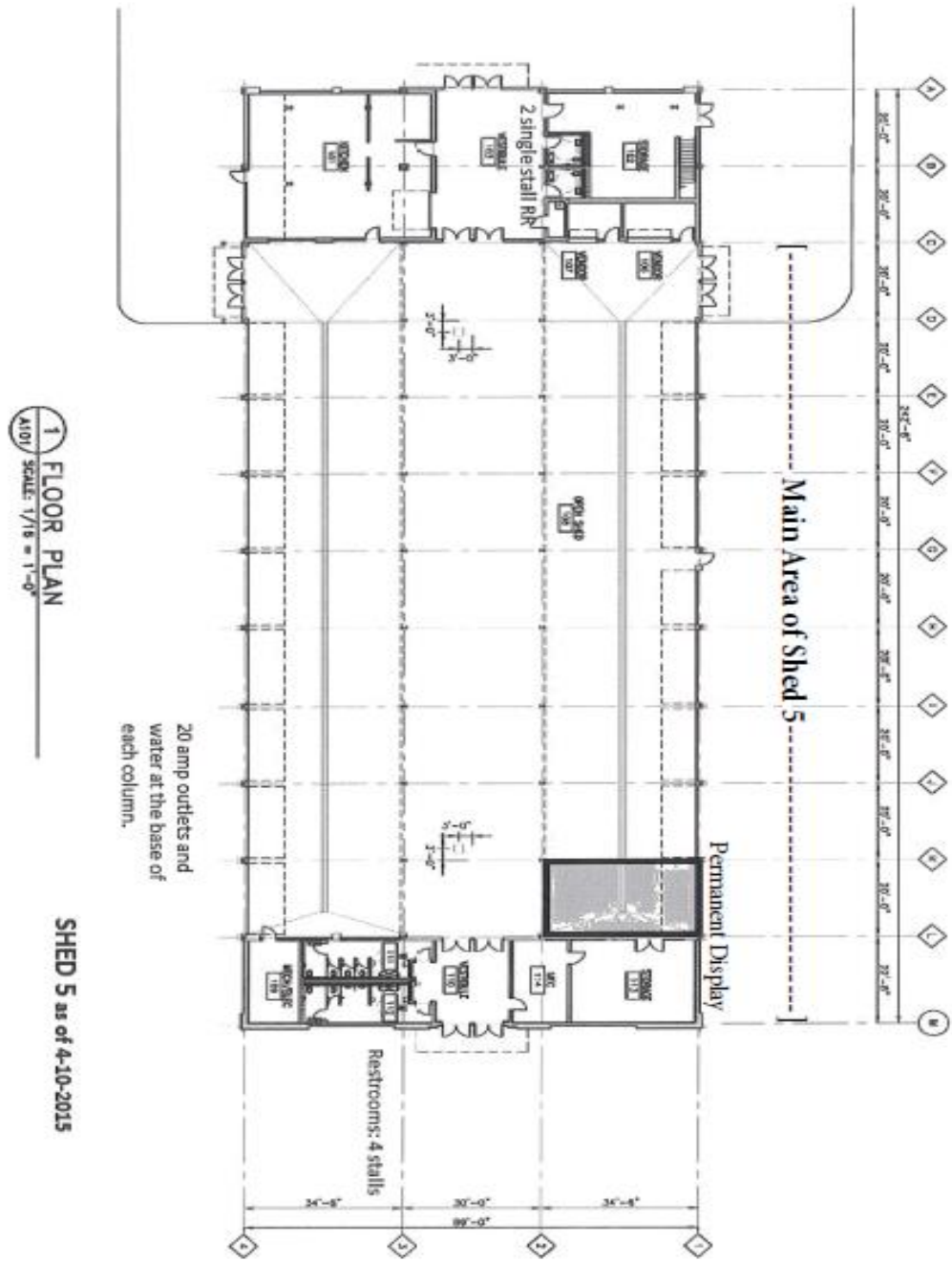
- ◆ 28,930sqft Enclosed Shed
- ◆ **Electrical Keyed Notes**
 - 110v 20amp outlets at base of each column
 - ⊖ 110v 20amp outlets at top of column
 - ⊖ 100amp 220 outlet
 - ⊖ 50amp 220 outlet
 - ⊖ 30amp 220 outlet
- ◆ **Plumbing Keyed Notes**
 - Restroom within Facility
 - ⊖ 3/4" wall hydrant at column bases
 - ⊖ 1" quick connect recessed in floor
 - ⊖ 2" water valve connection recessed in wall

Permanent food service area.
Would need to be draped



SECTION

SHED 3 FLOOR PLAN



Eastern Market Corporation is a 501(c) 3 organization
 2934 Russell Street, Detroit, MI 48207
 Main: 313.833.9300 Fax: 313.833.9309
 EasternMarket.com