

DRAFT

**City of Dexter  
Commercial Real Estate Lease for 8050 Main Street**

This agreement made this \_\_\_\_ day of \_\_\_\_\_, between the City of Dexter, a municipal corporation located at 8123 Main, Dexter, MI 48130; hereinafter called LANDLORD, and Scott Thomas dba Hotel Hickman Wild West Adventures, mailing address 2400 Hickman Road, Ann Arbor, MI 48105; hereinafter called TENANT.

THE PARTIES AGREE AS FOLLOWS:

1. DESCRIPTION. Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto the Tenant and the Tenant hereby hires certain premises in the building known as 8050 Main Street. More fully described in the sketch of premises attached hereto and made a part hereof by reference as Exhibit A.
2. PURPOSES, USES AND WARRANTIES. The premises shall be used for the operation of a retail home cooking business and such other uses, as may be necessary and incidental to such purpose. No other use of the premises shall be made except by the mutual written agreement of the parties. Tenant assumes the responsibility of compliance with all zoning and building laws and codes in the use of the subject premises and in effecting any improvements to the premises to accomplish the use intended, and shall operate such business in compliance with all applicable laws and regulations concerning such a business purpose. No leasehold improvements may be undertaken without the prior written approval of the landlord. All improvements and alterations shall be consistent with the general character and historical nature of the building as well as the overall downtown streetscape, and are subject to prior approval by the Landlord.
3. TERM. This lease shall be for a term of two (2) years, commencing on November 13, 2020 and ending on November 12, 2022.
4. RENT. Tenant agrees to pay Landlord \$8,220 as rent, payable at the rate of \$685 per month, commencing the month of December 2020. Rent is due by the fifteenth day of each month for the term of the agreement.
5. CONDITION OF PREMISES AND IMPROVEMENTS. Tenant acknowledges having examined the subject premises and accepts the same as suitable for its intended purpose and use. Tenant shall at the end of the term restore the premises to better or equal condition they were in at the beginning of the term, except for normal wear and tear.
6. PARKING. The Tenant understands and agrees that even though the Landlord is the owner of certain adjoining property presently used for (public) parking purposes, this lease does not

Deleted: 2018

Deleted: 2020

Deleted: 100

Deleted: 675

Deleted: 2018

Deleted: Starting December 1, 2019, the tenant agrees to pay the Landlord \$8,220 as rent, payable at the rate of \$685 per month.

provide for any designated parking, and such parking as may be available for use by the Tenant is strictly open parking for the use of the public at large, without any guarantee that space will continue to be available to this or any other Tenant.

7. MAINTENANCE AND REPAIRS. Tenant shall, at its expense, maintain the premises and every part thereof in good repair, reasonable use and normal wear and tear thereof excepted, and damage by the elements excepted. Landlord shall maintain the outer walls and roof in good repair.
8. UTILITIES. Tenant shall pay all utilities, including but not limited to, phone service, water, sewer, refuse, gas and electric.
9. COMPLIANCE WITH AUTHORITIES. Tenant shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations, or ordinances of all municipal, county, state and federal authorities affecting the demised premise and the use thereof, or the cleanliness, safety, occupation and use of same.
10. INSURANCE AND PUBLIC LIABILITY. Tenant shall, at its expense, insure the premises against risk of loss or damage for personal property on or about the demised premises. The tenant shall provide liability insurance coverage. Tenant shall provide proof of such insurance, which shall also provide that Landlord be notified at least 30 days prior to any cancellation of or material change in such insurance coverage.

Tenant shall in addition, indemnify Landlord and save Landlord harmless from any liability or claim for damages because of any accident or casualty occurring in or about the premises.

Landlord shall provide building insurance against fire and damages due to the elements.

11. ASSIGNMENT. The Tenant shall not assign, transfer, or sublet the demised premises, or any part thereof, without the prior written consent of the Landlord.
12. AMENDMENT. This lease may be amended by the written, mutual agreement of the parties.
13. OPTION TO RENEW. Upon satisfactory completion of the terms and conditions of this lease by the Tenant, the Tenant, at its option, may renew this lease on a year to year basis, upon the same terms and conditions, except that the amount of rent due hereunder may be subject to increase. The renewable term option also assumes that said premises are not moved within the lease term. Tenant will require twelve (12) month notice of intent to move the historical building.
14. RE-RENTING. During the period commencing six months prior to the expiration of the base term of this lease, or any extension hereof, the Landlord may re-enter and show the premises to prospective tenants.

15. **HOLDING OVER.** In the event that Tenant shall hold over after the termination of this lease, then the tenancy shall thereafter be from month to month.
16. **DAMAGE OR DESTRUCTION.** Should the demised premises prove untenable, rent shall abate until such time as premises are restored to a tenable state.
17. **QUIET-ENJOYMENT.** Landlord covenants that if Tenant shall faithfully perform all of the covenants and agreements herein contained, that Tenant may peacefully and quietly have, hold, occupy, and enjoy the demised premises for and during the term hereof, and any renewal thereof.
18. **TERMINATION.** This agreement may be terminated at any time by the mutual agreement of the parties, or upon the occurrence of the following defaults, at the option of the Landlord: defaults in the payment of rent, or in the performance of any other covenants or provision of this lease; abandonment of the demised premises; the filing, execution, or occurrence of a petition in bankruptcy, for or against the Tenant, or creditors arrangement or composition of creditors or other insolvency proceeding on the part of the Tenant however denominated, or the taking by any person of the leasehold premises or any part thereof upon execution, attachment or other process of law; provided, however, that the Landlord shall have the right to waive any such default.
19. **SECURITY DEPOSIT.** Tenant paid to the Landlord upon execution of the original lease (11-13-12 to 11-12-14), the sum of \$200 as a security deposit, which will continue to be held by the Landlord for the faithful performance of the terms of this lease.
20. **BINDING.** This agreement shall be binding upon the heirs, assigns, representatives and assigns of the parties hereto and sets forth the entire agreement between the parties.
21. **NOTICES.** All notices required hereunder shall be made to the addresses shown above or such other address as either party may designate by written notice to the other party and personally delivered or sent by certified mail.
22. **RIGHT TO ENTER.** Landlord may enter the demised premises during reasonable hours and upon reasonable prior notice for the purpose of inspecting the same.
23. **OPTION TO BUY.** The land upon which the historical building sits is held by the public and as such a private individual cannot be given rights to purchase.

24. ENTIRE AGREEMENT. This lease contains the entire agreement and understanding between parties. All prior understandings, terms or conditions, are deemed merged in this lease, and this lease cannot be changed or supplemented orally.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

In the presence of:

CITY OF DEXTER  
LANDLORD

---

\_\_\_\_\_  
Courtney Nicholls  
City Manager

TENANT

---

\_\_\_\_\_  
Scott Thomas  
Hotel Hickman Wild West Adventures

