

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
AGREEMENT TO LEASE PARKING SPACES
WITH
CLARA'S, INC.

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of 11/5/2015 2015, by and between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a public body corporate and politic, located at 735 E. Michigan Avenue, Lansing, Michigan 48912 ("Authority" or "MSHDA") and CLARA'S, INC., a Michigan corporation with a place of business located at [REDACTED] ("Lessor") for the purpose of leasing 15 parking spaces at the premises located at [REDACTED] with the following Terms and Conditions. (The Authority and the Contractor are collectively referred to as the "Parties").

TERMS AND CONDITIONS

The Authority and the Lessor do mutually agree as follows:

- 1. **Services Rendered/Scope of Work.** The Lessor agrees to provide 15 parking spaces at the Clara's, Inc., located at 637 E. Michigan Avenue, Lansing, Michigan, 48933 (Premises).
- 2. **Term.** TIME IS OF THE ESSENCE to this Agreement in connection with the delivery of the products or services or both ("Products and Services"). Parking space availability shall begin on or after November 15, 2015 and continue until April 15, 2016.
- 3. **Contract. Price and Payment.**
 - a. The total amount to be paid for parking spaces by the Authority to the Lessor is Thirty-Five Dollars (\$35.00) per space, per month.
 - b. The Authority agrees to pay a monthly total not to exceed Five Hundred Twenty Five Dollars (\$525).
- 4. **Project Representatives.** The Lessor designates the following individual as project representative for all matters concerning this Agreement:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The Authority designates the following individual as project representative to be the initial point of contact for all matters concerning this Agreement:

[REDACTED]

5. **Liability.** The Parties agree that the Lessor is not responsible for damage or loss to possessions or items left in vehicles parked at the Premises. The Parties further agree that the Lessor is not responsible for damages to vehicles parked at the Premises, whether or not such damage is caused by other vehicle(s) or person(s) in the parking lot or areas around the Premises. Neither party shall indemnify the other.
6. **Termination & Amendment.** Either party may terminate this Agreement without penalty by providing 30-days written notice to the other party. Any such notice will be directed to the Project Representative.

This Agreement may be modified or amended in writing if signed by both Parties.

7. **Entire Agreement.** This Agreement contains the entire agreement of the Parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes and replaces any prior written or oral agreements between the Parties.
8. **Michigan Law.** This Agreement shall be governed by the laws of the State of Michigan.

IN WITNESS WHEREOF the Authority and the Lessor have executed this Agreement as of the date first above written.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

By: _____

Kevin Eisenheimer, Executive Director

OR

Brian Mills, Chief Operating Officer

[REDACTED]

[REDACTED]

[REDACTED]