

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT TO LEASE PARKING SPACES

WITH

HA-JON, INC. DBA JON ANTHONY FLORIST

THIS LEASE AGREEMENT ("Agreement") is made and entered into as of 11/5, 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 HA-JON, INC. DBA JON ANTHONY FLORIST, a Michigan corporation with a place of business located at [REDACTED] ("Lessor") for the purpose of leasing 20 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 20 parking spaces at the Jon Anthony Florist located at 809 E. Michigan Avenue, Lansing, Michigan, 48912 (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, with the exception of the week of February 8 – 12, 2016, until April 15, 2016.** The Parties agree to ensure that the Authority's employees will not park on the Premises during the week of February 8-12, 2016.

The Authority agrees to announce to its employees that parking is unavailable during the week of February 8-12, 2016. In the event that an Authority employee parks at the Premises, the Lessor agrees to contact the Authority's Project Representative (see Section 4 below) to have the Authority employee remove the vehicle.

3. **Contract. Price and Payment.**
 - a. The total amount to be paid for parking spaces by the Authority to the Lessor is Forty-Five Dollars and Fifty Cents (\$45.50) per space, per month.
 - b. With the exception of the month of February 2016, the Authority agrees to pay a monthly total not to exceed Nine Hundred Ten Dollars (\$910).
 - c. For the month of February 2016, the Authority agrees to pay a monthly total not to exceed Six Hundred Eighty Three Dollars (\$683).
4. **Project Representatives.** The Lessor designates the following individual as project representative for all matters concerning this Agreement:

[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 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.

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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: _____

[Redacted Signature]

Kevin Elsenheimer, Executive Director

OR

Brian Mills, Chief Operating Officer

HA-JON, INC. DBA JON ANTHONY FLORIST

[Redacted Signature]