

## LEASE

This LEASE AGREEMENT ("Lease") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_ by and between the \_\_\_\_\_, a Michigan \_\_\_\_\_ with an address of \_\_\_\_\_, \_\_\_\_\_, Michigan 4\_\_\_\_\_ ("Lessor") and the \_\_\_\_\_ Conservancy, a Michigan nonprofit entity with an address of \_\_\_\_\_, \_\_\_\_\_, Michigan 4\_\_\_\_\_ ("Lessee"), on the terms and conditions set forth below:

1. **Property.** The Lessor leases to the Lessee the \_\_\_\_ [barn/field/park/property/etc.] \_\_\_\_\_ (the "Property") as illustrated on the attached Exhibit A for the purpose of \_\_\_\_\_. Lessee shall only use the property for \_\_\_\_\_ purposes, and no alteration of the \_\_\_\_ [structures/land/etc.] \_\_\_\_\_ is permitted.
2. **Condition of the Property.** The Lessee acknowledges that no representations about the condition of the Property or promises to alter or to improve the Property have been made by the Lessor, and that Lessee accepts the Property in its "as is" condition. Specifically, Lessor makes no warranties or representations to Lessee, either express or implied, regarding the Property as to its structural integrity, safety, or suitability for any particular use, including its suitability for the storage of Lessee's \_\_\_\_\_ equipment.
3. **Term.** The term of this Lease shall be from \_\_\_\_\_, 202\_ through \_\_\_\_\_, 202\_.
4. **Rent.**
  - a. Lessee shall pay to Lessor a rent of \$\_\_\_\_\_.00 per month, with the first payment due on the first day of the rental Term and subsequent payments due on the first of the month each month thereafter. Failure to pay Rent by the first of each month shall result in a \$\_\_ late fee.
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5. **Acceptance of Occupancy.** The Lessee shall commence its use of the Property on \_\_\_\_\_, 202\_.
6. **Access to Property.** [OPTIONAL] Lessor, its employees, agents and representatives, shall have reasonable access to the Property with notice to Lessee.
7. **Assignment and Subleasing.** Lessee may not assign or sublease all or any portion of the Property.
8. **Fire Insurance.** Lessee is responsible for its own insurance to cover its own personal property and equipment [describe in detail if necessary] located on the Property. Lessor shall not be liable for any damage to said property or equipment or to any of the Lessee's officers, employees, agents, invitees, or guests from perils customarily covered by fire and extended coverage insurance, liability insurance, or "acts of God." Lessee shall maintain fire insurance and extended coverage on the Property in an amount sufficient to cover the

replacement costs of Lessee's equipment and personal property, as well as any fixtures of Lessor that remain on the Property during Lessee's tenancy.

9. **Hold-Over; Surrender of Property.** Lessee will, at the expiration or termination of this Lease by lapse of time or otherwise, yield immediate possession of the Property to Lessor. In the event that Lessee remains in possession of the Property after the termination of this Lease, other than a termination upon default, such holder-over on the part of Lessee shall not renew or extend this Lease, and the Lessee shall be deemed to be occupying and using the Property as a month-to-month tenant subject to all of the terms, conditions, provisions and obligations of this Lease (insofar as the same are applicable to a tenancy from month-to-month).
10. **Representations and Warranties.** Lessee warrants and represents to Lessor that in its use of the Property it will observe and abide by any and all local, state, and federal laws, including but not limited to applicable safety, health, and environmental regulations.
11. **Assumption of Risk.** Lessee assumes all risk of any loss or injury it may incur or experience in its use of the Property pursuant to this Lease, including all risk of any loss or injury to its person; its property, personal or otherwise; and the persons or property of its employees, agents, or representatives.
12. **Agricultural chemicals.** [OPTIONAL] Lessee will not store any agricultural chemicals, including fertilizers, pesticides, herbicides, or fungicides, on the Property. No farm equipment that Lessee stores on the Property will contain any agricultural chemicals.
13. **Indemnity and Hold Harmless.** The Lessee shall indemnify the Lessor from any losses, damages, claims, or demands of whatever nature which may arise as a result of the Lessee's failure to observe any laws or applicable safety, health, and environmental regulations in the Lessee's use of the Property. Additionally, the Lessee will indemnify and hold harmless the Lessor from all actions, claims, demands, liabilities, and damages which may be imposed on or incurred by the Lessor as a consequence of any act or omission on part of Lessee, or anyone acting on behalf of the Lessee, in the exercise of its rights under this Lease.
14. **Entire Agreement.** This Lease and Exhibit A as attached hereto embody the entire agreement between the parties in connection with this transaction and there are no oral agreements existing between the parties relating to this transaction which are not expressly set forth herein and covered hereby. This Lease may not be modified except in writing signed by all parties.
15. **Waiver.** No waiver by any party at any time, expressed or implied, of any breach of any provision of this Lease shall be deemed a waiver or a breach of any other provision of this Lease or a consent to any subsequent breach of the sale or any other provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval

of said action on any subsequent occasion or a consent to or approval of any action on the same or any subsequent occasion.

16. **Rights of Third Parties.** No party other than Lessor and Lessee and their successors and assigns, shall have any rights to enforce or rely upon this Lease or its provisions, which is binding upon and made solely for the benefit of Lessor or Lessee, their successors or assigns, and not for the benefit of any other party.
17. **Severability.** In the event any section of this Lease is deemed unenforceable, such event shall not affect the enforceability of the remaining sections of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease effective as of the latter of the dates of execution as set forth below.

**LESSOR:**

\_\_\_\_\_ [name] \_\_\_\_\_

Date: \_\_\_\_\_, 202\_.

By: \_\_\_\_\_ [name] \_\_\_\_\_

Its: \_\_\_\_\_ [office/role] \_\_\_\_\_

**LESSEE:**

\_\_\_\_\_ [name] \_\_\_\_\_

Date: \_\_\_\_\_, 202\_.

By: \_\_\_\_\_ [name] \_\_\_\_\_

Its: \_\_\_\_\_ [office/role] \_\_\_\_\_