

## **FOOD TRUCK SPACE LEASE AGREEMENT**

This Lease Agreement (“Agreement”) is made and executed by and between the Kalkaska Downtown Development Authority (“the DDA”) and \_\_\_\_\_ (“Lessee”).

The DDA hereby leases to Lessee Food Truck lease space (“Premises”) within the area commonly known as Railroad Square located at 110 Oak Street, in the **Village of Kalkaska**, County of **Kalkaska**, Michigan (“Premises”) under and pursuant to the following terms and conditions.

**Lessee must initial each page on the line space provided.**

**TERM:** The term of the Agreement shall commence on \_\_\_\_\_, **20\_\_** an hour before normal operating hours and shall end an hour after normal operating hours on \_\_\_\_\_, **20\_\_**. Hours of operation are Sunday through Saturday; 8:00 AM – 9:00 PM (maybe extended for special planned events upon written approval of the DDA).

**RENT:** Lessee shall pay the DDA rent of \$600 per month. Rent shall be payable in advance on or before the 1<sup>st</sup> day of each month. If this Agreement is signed in the middle of a month, then rent prorated for the number of days remaining in that month shall be paid at the time this Agreement is signed. If payment is made after the 5<sup>th</sup> day of the month, a \$50 late fee will apply.

**METHOD OF PAYMENT:** Lessee shall make rental payments by check, money order, or cash, provided however, that if Lessee fails to timely make a rental payment or submits a check that is dishonored. The DDA reserves the right to notify Lessee, in writing, that future rent payments must be made by money order. No forbearance of a late payment shall be deemed as a waiver by the DDA. A fee of \$50 will be assessed for all checks returned due to insufficient funds or for any other reason and shall be immediately due from Lessee to the DDA.

**RULES AND REGULATIONS:** Lessee agrees to comply with the Mobile Unit Checklist, attached hereto and incorporated herein by reference, and the established Rules and Procedures, attached hereto and incorporated herein by reference, throughout the length of the lease. The Mobile Unit Checklist and the Rules and Procedures may change from time to time at the sole discretion of the DDA. Any breach or violation of the Mobile Unit Checklist and the Rules and Procedures is expressly declared to be a breach of this Agreement and the DDA holds the right to terminate this Agreement. Acceptable business standards are required.

**MOVE-IN AND MOVE-OUT:** Lessee agrees to move-in and move-out under provided guidelines set forth in this Agreement. Lessee will clean the area immediately around the Food Truck prior to leaving the Premises. Lessee agrees to set up in a timely manner and make attempts to mitigate disruption to customers, other Food Trucks & employees and other local businesses. Move-in and setup shall be Lessee’s responsibility and the DDA shall in no way be liable or responsible for any improper installation. Any outstanding balances must be paid in full prior to Lessee leaving the Premises or Lessee will be in violation and may be subject to enforcement action such as being reported to local authorities for theft of services.

**ACCESSORIES, EQUIPMENT AND STRUCTURES:** Written approval of the DDA must be obtained before installation or modification of any accessory, equipment, or other structure.

**FACILITY MAINTENANCE:** General maintenance of the area is a joint responsibility and overall cleanliness will be the responsibility of the DDA, the Village Department of Public Works, the Lessee and Lessee's employees alike. Waste will be disposed of in the proper receptacles. Any damage to the DDA property or fixtures, including but not limited to the utility pedestal, water/sewer hook-up, fencing, etc., shall be reported to the DDA in a timely manner. If any damage or repair to a fixture creating a substantial risk to a person's health or property, it must be reported to a the DDA immediately. The DDA will assess the damage and accordingly make arrangements for the repair in a timely manner. Failure to maintain the site as outlined by this Agreement is just cause for termination of this Agreement. Lessee hereby agrees to defend, indemnify, and hold the DDA harmless from any cost, loss, or damage caused at the premises in the course of such maintenance.

**PARKING RULES:** Lessee agrees to abide by and to cooperate in the enforcement of any and all parking regulations for the safety of the employees, customers, guests and invitees at the Premises. All vehicles must meet statutory requirements for inspection, safety, etc. to be operated on the Premise. No inoperable, unusable or unsightly vehicles will be allowed on the Premises. The DDA may, at its sole discretion, for the welfare of other Lessees, their customers, employees, and general operation of all business activities, restrict the delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of products and services. The DDA reserve the right to approve or decline all food trucks based on appearance.

**INSPECTION:** All Food Trucks must meet standards set forth by the Kalkaska County Public Health Department under Mobile Food Service Rules and Regulations. Lessee must obtain and maintain a current **Village of Kalkaska Peddlers Permit**. The DDA is not responsible for any Foodborne Illness or mishandling of food by Lessee or the Lessee's employee(s).

**CONTRACTUAL LIEN:** The DDA shall, by way of this Agreement, have and is hereby granted a lien upon all non-exempt property of any kind found or located on the leased premises to secure payment of rent due or to become due under this Agreement. If Lessee is delinquent in payment of any rents, fees or damages due under this Agreement, the DDA shall have the right to peacefully enter the Lessee's Premises in order to exercise the DDA's contractual lien. Lessee's absence from the premises for three consecutive days while all or any portion of the rentals or other sums due under this Agreement are delinquent shall be deemed an abandonment of the premises. In order to clear such abandoned Premises, the DDA may enter the Food Truck to remove and store all property of every kind found therein. The DDA may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to Lessee of the time and place of such sale, and the DDA shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the U.S. mail, postage prepaid, certified, or registered mail to Lessee at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and the proceeds thereof shall be first credited to the cost of seizure, storage and sale and then to the delinquent rentals or other sums due t the DDA; if any sale proceeds then remain such shall be held by the DDA for Lessee and the DDA shall notify Lessee of such surplus monies in the same manner required for notice of the sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to, and may be done by, the DDA without the necessity of any prior court hearing, proceeding or order. The DDA shall have no liability to Lessee whatsoever for any acts or actions taken or performed pursuant to the provisions of this Paragraph.

**INDEMNIFICATION:** Lessee, on behalf of itself and its successors and assigns, or on behalf of himself or herself and his or her personal representative, heirs, and assigns hereby agrees to defend, indemnify and hold harmless the Village of Kaskaska, the Kaskaska Downtown Development Authority, the Kaskaska Public Safety, and their officials, agents, volunteers, employees, and insurance companies from any and all claims that may arise out of the use of the Premise by Lessee, Lessee's family, agents, employees, guests or invitees. Lessee is to keep the Food Truck and Premises in good and safe condition and notify the DDA immediately of any unsafe or unsanitary conditions in the Premise. The DDA shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Food Trucks, agents, employees, guests or invitees. Lessee agrees to pay the DDA for any damages caused by Lessee, Lessee's family, agents, employees, guests or invitees whether such damage is sustained by the DDA family, agents, employees, guests or invitees.

**WAIVERS:** No failure by the DDA to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of the DDA's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of the DDA, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by the DDA of an amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and the DDA may accept such partial payment without prejudice to the DDA's rights to collect the balance of rent and charges due.

**AMENDMENTS:** This Lease Agreement constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by the DDA or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement, Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly set forth in writing and executed by the parties or except as may otherwise be provided herein.

**TERMINATION FOR OTHER THAN NONPAYMENT:** Lessee's right to occupancy shall terminate or may be terminated by the DDA as follows:

- (a) At the end of the term of this Agreement or a future term.
- (b) At any time, Lessee shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference, such as the DDA Rules and Regulations) upon written notice of such breach or default given by the DDA;

(c) In accordance with the terms & provisions hereof relating to eminent domain or change in land use;

(d) At such other time as may be agreed to by the parties hereto in writing.

When Lessee's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to the DDA and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement and failure to do so shall be deemed a breach of this Agreement.

**PAYMENT:** Lessee shall pay rent prior to setting up the truck at RAILROAD SQUARE. Lessee's spot is not secured until payment has been received by the DDA or a designated employee. Payment will cover the use of the designated space at RAILROAD SQUARE during the term specified in Paragraph 1. of this Agreement. The DDA does not guarantee revenue or a certain number of customers to Lessee. The DDA will not refund any rents received from Lessee for unsatisfactory business. The DDA will not refund payment if Lessee fails to show up for the term specified in this Lease.

**ATTORNEY'S FEES:** If the DDA is required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, Lessee shall pay all costs and reasonable attorneys' fees incurred therein.

**MENU:** Lessee's is required to provide a set menu to the DDA Board.

**FRESH WATER/SEWER:** Lessee may connect to the provided Water/Sewer Line to properly fill their fresh water tanks. The line should be stored out of public view. This service is included in monthly rental price. Lessee will ensure that connected lines are in proper working condition. Improper connection to water/sewer can be grounds for breach of this Agreement and removal from the Food Truck Court. The DDA reserves the right to charge Lessee additional costs incurred if connected lines are found to be in non-working condition (leaking, frayed, etc.).

**ELECTRIC UTILITY:** The DDA shall provide access to a 50 amp electrical plug to the Lessee to which the Lessee can stay connected. This service is included in the monthly rental price. Lessee is responsible to ensure that all electrical items are unplugged prior to closing up for the day. The DDA reserves the right to charge Lessee additional costs incurred if it is found that electrical appliances and/or other electrical items are not properly unplugged on a regular basis.

**PROPANE:** Lessee must furnish their own propane.

**GREASE REMOVAL:** Lessee is responsible for proper connection to a grease trap. Improper connection or no connection to a grease trap can be grounds for breach of this Agreement and removal from the Food Truck Court. The DDA reserves the right to charge Lessee for additional costs incurred for the improper connection and/or no connection to a grease trap.

**GARBAGE/REFUSE:** A trash dumpster will be available at the Village Office (200 Hyde Street) for Lessee to dispose of trash from the operation of the Food Truck. Personal trash is not allowed to be disposed of in this trash dumpster. The DDA reserves the right to charge Lessee for additional costs incurred if it is found Lessee is disposing personal trash. Cost of this service is included in monthly rental price.

**SIGNS:** Lessee is allowed 1 Sandwich Sign that must be located within 10 feet of the Food Truck. All other signs are only allowed on the Food Truck. Flags, banners, etc. are not allowed in or around the Food Truck Court.

**EMERGENCY MAINTENANCE NUMBER:** The Village Office number is 231-258-9191 and the DDA Office number is 231-384-6629. Lessee may contact the DDA Staff for emergency maintenance and if unable to reach the DDA Staff, contact the Village Office.

**ADDRESS FOR OFFICIAL NOTICE TO THE DDA:** The name and address of the person designated to accept official notices for the DDA is the following:

Standing DDA Chairperson  
Village of Kalkaska DDA  
200 Hyde Street  
Kalkaska, MI 49646

**INSURANCE:** Lessee shall maintain General Liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate throughout the term of this Agreement.. The insurance policy shall name the Village of Kalkaska and the Kalkaska Downtown Development Authority as "Additional Insureds" on the policy. The policy shall also contain a provision that it cannot be substantially modified without thirty (30) days prior written notice to the Village of Kalkaska and the Kalkaska Downtown Development Authority.

**ASSIGNMENT:** Lessee may not assign this Agreement or sublet the Premises for any reason.

**MISCELLANEOUS:** This Agreement shall be governed by the laws of the State of Michigan. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean all Food Trucks and their employees. The term "the DDA" shall include and refer to the Kalkaska DDA or Property Manager or other designated representative of the Kalkaska DDA. Time is of the essence of this Agreement.

**SEVERABILITY:** If any term, provision, covenant or condition of this Agreement is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this Agreement will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants and conditions.

**SPECIAL PROVISIONS:**

**Lessee must sign Village of Kalkaska Hold Harmless Agreement in addition to this Lease Agreement.**



**EXECUTED** on the date herein above written.

**READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.**

**Lessee**

**KALKASKA DDA**

Food Truck Name \_\_\_\_\_

Designee Signature

Signature \_

Printed Name\_

Printed Name\_

Date\_

Date \_