

# PARKING LOT AGREEMENT

This Parking Lot Agreement shall constitute an agreement between **First Congregational Church** (hereinafter the Owner), whose address is **201 E. St. Clair St., Almont, MI 48003** and the **Downtown Development Authority of the Village of Almont**, a public body corporation (hereinafter the DDA), whose address is **817 N. Main St., Almont, MI 48003**.

**WHEREAS**, the Owner's Parking Lot is described as follows:

01 51 700 000 00 Village of Almont Northern Div of Newburgh Lots 2, 3, 4 & 5 Blk 1

(Hereinafter the Owner's Property); and

**WHEREAS**, the DDA desires to allow the public to have non-exclusive parking for the purpose of automobile parking while shopping, conducting business, attending church or attending functions in the downtown district of the Village of Almont.

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **Access to Parking Area.** During the term of the Parking Agreement, the Owner shall allow the public to use the Parking Lot Area on the Owner's Property for the purpose of parking automobiles while shopping, conducting business, attending Church or attending functions in the downtown district of the Village of Almont. The right of the public to use the Parking Area shall be non-exclusive and shall not prohibit the use of the Parking Area for automobile parking by the Owner's own employees, parishioner's or visitors. The availability of parking spaces shall be on a first serve basis. The Owner shall not during the term of this Agreement cause any sign or notice to be placed on or near the Parking Lot Area which would advise or imply to the public that they are not allowed to park in the Parking area.
2. **Special Event Parking.** Special events planned outside of the general parking, needs to be approved by the DDA Executive Director and the First Congregational Church Board of Trustees. In the event the parking lot needs to be used, it will be scheduled through the Church, then the Church Secretary will inform the DDA Executive Director and all events will be put on a calendar.
3. **Overnight Parking.** There will be no overnight parking unless it has been approved by both the DDA Executive Director and the First Congregational Church Board of Trustees.

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4. **Maintenance of Parking Lot Area.** During the term of the Parking Lot Agreement, the DDA shall be responsible for the removal of snow and ice from the Parking Lot Area and all entrances and exits from the Parking Lot Area within a reasonable time after accumulation. The DDA shall further be responsible for patching potholes and re-stripping the parking space lines once every five years.
5. **SIGNAGE.** The DDA will provide the appropriate signs for Municipal Parking as well as appropriate signage for Handicap Parking, no overnight parking and no Semi's.
6. **DTE Lighting in the Parking Lot Area.** The DDA will reimburse the Owner each month for the DTE bill related to the outdoor lighting of the Parking Lot. The Owner needs to be aware that the DDA Meetings are held on the 4<sup>th</sup> Wednesday of the month and that the DTE bill would be approved at that meeting.
7. **Configuration Changes to Parking Lot Area.** Any proposed changes to the configurations and spacing of the parking lot shall be reviewed and approved by the Owners and by the DDA prior to the change being implemented. It is the intent of all parties no configuration change will result in a loss of spacing currently for parking.
8. **Liability Insurance.** Neither the DDA nor the Owner shall be obligated to procure or maintain public liability insurance naming the other as an insured to protect against liability for damage to persons or property through the use of or arising out of accidents occurring on or around the Parking Lot Area, it being the intention of each party to procure and maintain their own public liability insurance for this purpose.
9. **Term.** The Parking Lot Agreement shall terminate upon sixty (60) days written notice of termination from the DDA to the Owners or from the Owners to the DDA. It is the full intent of all parties that this Parking Lot Agreement shall not be terminated before an initial period of ten (10) years has elapsed from the date of the commencement of the Parking Lot Agreement. After the initial ten (10) year period, it is understood that the Parking Lot Agreement will automatically renew every ten (10) years thereafter, under the current terms and conditions, unless a written notice of termination as stated above is submitted.
10. **Successors and Assigns.** The covenants herein shall bind and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

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11. **Amendments.** It is agreed that this Agreement may be modified at any time only by a written amendment adopted by all parties to the Agreement.

**In the Presence of:**

\_\_\_\_\_

Date: \_\_\_\_\_

The Downtown Development Authority  
Village of Almont

\_\_\_\_\_  
Kimberly A. Schall, Executive Director

Date: \_\_\_\_\_

**Signed By: Owner**

**Trustees, First Congregational Church of Almont**

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Date: \_\_\_\_\_