

## AGREEMENT

This agreement was made this 10th day of September 2024, between Hometown Decoration and Display, LLC, of Hudsonville, Michigan, hereinafter called "lessor," and the Village of Lakeview, called "lessee."

### WITNESSETH:

Whereas the lessor has offered to provide and furnish Holiday Decorations, display equipment, and material to the lessee under the terms, conditions, and provisions hereinafter set forth, and, whereas the lessee is desirous of accepting and accepts the offer of the lessor to provide and furnish said Holiday Decorations, display equipment, and materials under said terms, conditions, and provisions.

Now therefore, the parties in consideration of the promises, and the promises of each to the other mutually made and accepted, covenant and agree:

1. Lessor agrees to furnish and provide Holiday Decorations, display equipment, and materials of the type hereinafter specified to the lessee during the winter holiday season of 2024, and to install the same in a workman-like manner.
2. The decoration, display equipment, and materials that shall be furnished by the lessor for the use and benefit of the lessee for the 2024 holiday season shall consist of the components:

72 Holiday Decorations @ \$65.00 each = \$4,680.00

3. Lessor shall complete the work to be performed by it so the decorations leased by it shall be ready for lighting according to the following schedule:
  - (A) Decorations to be installed in designated areas ready for lighting by November 30<sup>th</sup> in each year during the existence of the contract.
  - (B) Lessor shall remove decorations as soon as practicable after December 25, 2024, And December 25th of each subsequent year during the existence of the contract.
4. Lessor shall complete the plugging in of all decorations which require lighting and shall furnish connecting facilities required so said decorations may be plugged in for lighting.
5. Lessee agrees and undertakes to arrange to procure and secure such authorization as required in from any governmental unit; or agency of public authority to carry out its scheme for Holiday Decorations.
6. All damage to said decorations, equipment, and materials or any part thereof, shall be the responsibility of the lessor provided, however, that the lessee shall use reasonable care to prevent such damage.
7. Special Provisions:
8. Lessee agrees to furnish appropriate functional power outlets on all streetscape and/or light poles to be decorated.
9. Lessor shall maintain such insurance as will protect the lessee against any claims under the workers' compensation act and from claims for damage and because of bodily injury, including death, in the amount of not less than \$500,000. for each person and \$500,000. for each accident and for claims or property damage in an amount not less than \$500,000. for any person and \$500,000. for each accident.
10. The lessee agrees to pay the lessor for its services and the use of the materials designated in paragraph 2 hereof, \$4,680.00, which shall be paid to the lessor at 2645 24th Ave., Hudsonville, Michigan 49426 by the 10th day of December of the year to which such payment is attributable. Said sum shall include the installation by lessor of such decoration and removal of the decorations. If the lessee is on a rotation basis, decorations for the Holiday seasons of the year 2025 and 2026 will be of different types of the kind than those leased to the lessee for the Holiday season of the year 2024. But the decorations, materials, and supplies furnished shall, except for the wrapping of poles, be such as within a retail cost of \$250.00 to \$500.00 per unit. If you are on a rotation schedule and/or you have a three-year contract, the price for the decorations and services for the Holiday seasons 2025 and 2026, shall be the same as that for the year 2024, provided, however, that if an additional or more expensive type of decoration is required, the said price shall be increased in an

amount to be negotiated by the parties. If a use of sales tax should be imposed by Michigan upon the lessor from its undertaking, the lessee is to reimburse the lessor in payments otherwise required by the terms hereof, within thirty (30) days after demand by the lessor.

11. This agreement shall be signed by October 31 of the year for which the Holiday decorations are provided. If not signed, Lessor may not be able to provide the Holiday decorations for that year.
12. If Lessor cannot perform its obligations under the terms of this Agreement because of acts of God, equipment failure, vehicle failure or damage, inclement weather, or damage reasonably beyond its control, or other causes reasonably beyond its control, such party shall not be liable to the other for any damages resulting from such failure to perform or otherwise from such causes. Lessor shall notify each other as soon as reasonably possible following an event described in this subsection.
10. This agreement shall be executed in two (2) counterparts, each of which is deemed to be, for all purposes, an original copy hereof.
11. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and Legal representatives of the parties.

In witness whereof, the parties have caused the execution hereof by their duly authorized officers this 10th day of September 2024.

Lessor

Hometown Decoration and Display, LLC

By: \_\_\_\_\_

Wendy Braun, President

Lessee

Village of Lakeview

By: Wendy Braun 09/11/24

President/Mayor/Director Wendy Braun

Attest:

Wendy Braun  
Secretary/Clerk