

## NOTICE OF BID TO LEASE FARM PROPERTY

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Ingham Intermediate School District ("Ingham ISD") is accepting sealed bids for the Lease of Farm Property as described in the attached specifications.

Sealed bids are to be returned no later than **March 1, 2024** to Ingham Intermediate School District, Thorburn Education Center, Purchasing Department, 2630 West Howell Road, Mason, Michigan, 48854, at which time they will be publicly opened. Bids received after the specified date and time will not be accepted. Email, facsimiles, verbal, or any other responses are not acceptable.

Please include the following information on the outside of your sealed envelope:

**Name of submitting firm**  
**SEALED BID: Bid to Lease Farm Property**  
**DUE: March 1, 2024**

No responsibility shall attach to District or their representatives for premature opening of any bid which is not properly addressed, delivered, and identified.

**Please submit one (1) original and one (1) copy of the completed bid.** Incomplete bids may not be accepted. Please see below timeline.

ITB distributed to Bidders	February 13, 2024
Questions due from Bidders	February 23, 2024 by 12:00 pm
Site visits available until	February 23, 2024 by 12:00 pm
Answers due to Bidders	February 26, 2024 by 5:00 pm
Bids due from Bidders	March 1, 2024 at 12:00 pm
Public Bid Opening	March 1, 2024 at 12:00 pm
Estimated Award	March 3, 2024

*Ingham Intermediate School District, Thorburn Education Center,  
Purchasing Department, 2630 West Howell Road, Mason, MI 48854*

If there are any questions regarding the bid process, specifications, or services required, please send them in writing via email to [purchasing@inghamisd.org](mailto:purchasing@inghamisd.org) by February 23, 2024 by 12:00 pm. Answers will be submitted to Bidders by 5:00 pm on February 26, 2024. Only written questions and corresponding answers shall be binding.

Sincerely,

Sarah Kandell  
Purchasing Accountant



## SPECIFICATIONS

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Sealed bids will be accepted for a Property Lease Agreement of approximately fifty (50) acres on three vacant parcel properties of which fifty (50) acres are usable for agricultural purposes. The properties are located near Hagadorn Road, Mason in Ingham County, Michigan, legally described as follows:

- Property No. 33-19-06-32-400-016. Legal Description: COM AT E 1/2 COR OF SEC 32 - N89-14-35W 1765.62 FT ALNG EW 1/4 TO C/L OF HAGADORN RD - N37-37-59W 252.8 FT ALNG SD C/L TO POB - S37-37-59E 338.06 FT ALNG SD C/L - S65-36-23W 599.26 FT - N07-50-17W 380.33 FT - N81-36-26E 155.6 FT - N64-00-01E 264 FT TO POB ON E 1/2 OF SEC 32 T3N R1W 3.895 AC CITY OF MASON (1998)
- Property No. 33-19-06-32-300-002. Legal Description: PT OF SW 1/4 OF SEC 32 LYING E OF RR ROW T3N R1W.
- Property No. 33-19-06-32-400-014. Legal Description: THAT PART OF SE 1/4 OF SEC 32 LYING W OF HAGADORN RD AS LOCATED, ALSO THAT PART OF NE 1/4 DESC AS BEG AT INT OF EW 1/4 WITH C/L OF HAGADORN RD - N38-36-00W ALNG SD C/L 252.8 FT - S64-50-00W 264 FT - SYLY 500 FT M/L TO CEN OF SEC - E ALNG 1/4 LN TO POB. EXC BEG AT PT ON EW 1/4 LN N89-14-35W 1765.62 FT FROM E 1/4 COR OF SEC 32 IN C/L OF HAGADORN RD - S37-37-59E 382.25 FT ALNG SD C/L - S59-40-10W 374.53 FT - S85-25-15W 376.56 FT - N07-50-17W 589.18 FT - N81-36-26E 155.6 FT - N64-00-01E 264 FT - S37-37-59E 252.8 FT TO POB ON SEC 32 T3N R1W 105.1 AC M/L CITY OF MASON (1998)

- 1) The acreage stated is usable for agricultural purposes and is only an estimate and the bidders are responsible for verifying the acreage.
- 2) The bidder may propose special conditions to the Property Lease Agreement along with this bid.
- 3) The form of a Property Lease Agreement is enclosed in this document, Attachment E.
- 4) The property will be leased "as is".
- 5) The term of the Property Lease Agreement shall be for two (2) years commencing on April 1, 2024 subject to the terms and conditions of the enclosed Property Lease Agreement.
- 6) The use of these properties shall be restricted to farming purposes utilizing generally accepted agricultural practices. Any other use requires prior, written consent of Ingham ISD.
- 7) Properties shall not be used for storing or parking any items of personal property, including but not limited to farm machinery and/or equipment, or accumulating refuse.

- 8) The tenant shall be responsible for any real property taxes imposed on the property as a result of tenants' use of the property.

Outside line is the actual property, the internal line is usable land for agricultural purposes. Estimated farmable land is 50 acres.





## GENERAL TERMS AND CONDITIONS

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1. It is the desire of Ingham ISD to select a bidder that can provide the best overall value rather than simply choosing the highest bidder. All considered bids must meet or exceed all specifications herein. All pricing must meet the bid specifications.
2. Ingham ISD reserves the right to accept or reject any or all bids, or portions thereof, if it deems such action to be in its best interest. Ingham ISD reserves the right to award a contract to other than the highest bidder and has sole discretion to determine the highest responsible bidder.
3. Ingham ISD reserves the right to conduct discussions, request additional information and negotiate with selected Bidders prior to awarding the contract.
4. Ingham ISD reserves the right to retain all bids submitted and to use any ideas in a bid regardless of whether the bid is accepted or not.
5. Bid submission shall be firm for ninety (90) days from the date of bid opening.
6. By responding to this solicitation, the bidder agrees to and will be solely responsible for doing the research to ascertain that its solutions offered meets or exceeds all federal, state, local, and industry regulations, rules, standards, and/or requirements.
7. Property Lease Agreement (template enclosed in bid - Attachment E) will begin after Bid award is announced. Once a Bidder has been chosen, Bidder must work with Ingham ISD staff to establish an acceptable timeline for execution of lease agreement.
8. Bidder is responsible for visiting the site prior to submitting a bid and to become familiar with the local conditions. Failure to have visited the site before submitting a bid proposal shall in no way relieve the bidder from and Agreement or obligation in accordance with the contract documents, without additional cost to Ingham ISD or its member agencies.
9. Ingham ISD shall not be responsible for any cost or expense the Bidder incurs in implementing the requirements of this bid document. All equipment, transportation, installation, disposal fees, and any other expenses necessary for proper execution of the contract are the responsibility of the Bidder and are to be included and considered part of the bid price.
10. During the lease term, the awarded bidder shall keep in effect and upon request provide Landlord with evidence of the following:
  - a. A certificate of Insurance showing Worker's Compensation Insurance coverage for workers on the Land (if any) from a company acceptable to Landlord with such insurance providing for payment of compensation in accordance with the laws of the State of Michigan.
  - b. Comprehensive Liability and Property Damage Insurance from an insurance company acceptable to Landlord covering all Tenant's activities in connection with the Permissible Uses with a single limit of not less than \$1,000,000, and shall furnish Landlord with a Certificate of Insurance upon request.



11. Submission of a bid indicates acceptance by the Bidder of the conditions contained in this invitation to bid, unless clearly and specifically noted by the Bidder in the applicable section of the Signature Page, **Attachment A**, of the bid submitted. Any Bidder exceptions will need to be confirmed in writing by Ingham ISD before they are accepted.
12. Negligence in preparation, improper preparation, error in and/or omissions from the bid shall not relieve the Bidder from fulfillment of all applicable obligations and requirements of this bid.
13. This contract and/or any part of this contract are not to be subcontracted, transferred, assigned, or subleased unless agreed to in writing by Ingham ISD.
14. The Bidder will protect, defend and indemnify Ingham ISD, its officers, agents, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any person, including the Bidder's own employees, and for any loss or damage to any property, including property owned or in the care, custody or control of Ingham ISD in connection with, or in any incident, or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Bidder, any subcontractor, or any employee, agent or representative of the Bidder or any subcontractor.
15. This solicitation/ITB, the bid submitted by the successful Bidder, attachments, mutually negotiated addenda, and Property Lease Agreement constitute the entire contract between the Bidder and Ingham ISD. Additional documents and/or agreements, including non-negotiated provisions developed by the Bidder are not part of the executed contract.
16. Bidder shall take care to protect all existing structures, trees, landscaping, etc. and site will be kept as clean as possible and not allow noxious weeds or brush to grow on the properties.
17. Bidder agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the properties in violation of any law, regulation, rule and/or order of any federal, state, county and/or municipal authorities. Bidder agrees to defend, indemnify, and hold harmless Landlord and its agents, employees, contractors, and subcontractors against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, made, brought or obtained arising from any breach of this section. Bidder shall promptly notify Ingham ISD of the release or threatened release of any Hazardous Material on, into, upon, or from the properties. In addition, Bidder shall promptly provide Ingham ISD with a copy of any letter, inquiry, demand or complaint received by Bidder from any state or federal agency, authority or other third party regarding the release or threatened release of any Hazardous Material on, into, upon or from the properties. This shall include but is not limited to petroleum or any petroleum product, asbestos, any substance, chemical or waste, that is identified as hazardous, toxic or dangerous in any federal or state law, regulation, rule and/or order.
18. Generally accepted Farming Practices shall comply with all laws, regulations, rules and orders of federal, state, county and municipal authorities applicable to the Permissible Uses. Tenant shall not undertake any activity that is unduly or unreasonably disruptive to neighboring property owners. To ensure compliance with these provisions, Ingham ISD and its agents shall have the right to enter the



properties at any time as it deems necessary or desirable, but this right shall be exercised to cause no undue interference with the Tenant's Permissible Uses.

19. This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Ingham County, Michigan.
20. More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.
21. A bidder who wishes to file a bid protest shall file such notice in writing to the Superintendent within seventy-two (72) hours of the bid opening. Within five (5) days of receipt of a protest, the Superintendent shall review the protest as submitted and render a decision regarding the merits of the protest and any impact on the acceptance and rejection of bids submitted. Notice of the filing of a bid protest shall be communicated to the Board of Education and shall be noted in any subsequent recommendation for the acceptance of bids and awarding of contracts. Failure to file a formal written protest within the time prescribed shall constitute a waiver of proceedings.
22. Proposals may be withdrawn and/or changed any time prior to the bid opening. Proposals may not be withdrawn or changed after the bid opening time; and shall be deemed a firm offer continuing for ninety (90) days.
23. Should Bidder's company be sold during the life of this agreement, Bidder maintains that the pricing, contract, and terms and conditions of this agreement shall be binding upon any successor or new ownership.
24. From the issue date of this RFP until an award has been announced, prospective Bidders are not allowed to communicate about the subject of the RFP or a Bidder's Proposal with the School District(s), its Board of Education, administration, staff, teachers, or students, except as provided in the pre-bid meeting and Bidder questions and answers as noted in the timeline.

## **BID SUBMISSION**

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Bids must include the following to be considered complete:

- **Signature Page – Attachment A**
  - Complete Attachment A- Signature Page. A corporate official legally authorized to bind the company must sign the Signature Page in black or blue ink.
  
- **Iran Affidavit – Attachment B**
  - Public Act 517 of 2012 defines an Iran Linked Business as: 1) a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or 2) a financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran. Please sign certifying that your company is not an Iran linked business.
  
- **Familial Disclosure – Attachment C**
  - Complete and submit with proposal
  
- **Payment Terms – Attachment D**
  - Complete and submit with proposal
  
- **General Lease Agreement – Attachment E**
  - Informational to Bidder, lease terms not expected to change and will be completed after Bid award.

Bids will be Returned To      Ingham ISD – TEC Purchasing Office  
2630 West Howell Road  
Mason, MI 48854

Bid Due Date                      **Friday, March 1, 2024 12:00 pm EST or before**

By signing below, the undersigned certifies that he/she has read and understands the instructions and conditions, the information provided is accurate and that a duly authorized agent of your firm has signed this proposal. The bidder certifies offers to furnish products and/or services in strict accordance with the requirements of the proposal including terms and conditions; bidder certifies that they understand the services to be provided; that prices quoted are correct; and that this proposal is valid ninety (90) days from the date submitted. Further, that he/she will abide by these terms and all applicable state, federal and local laws and regulations governing the services requested. The undersigned also certifies that the bidder has not been debarred or suspended from doing business with the federal government and does not appear on SAM (System for Award Management) as an Excluded Party.

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**Bidder Information**

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Bidder Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Licensure and Number \_\_\_\_\_  
Name of Person Completing Bid \_\_\_\_\_  
Email of Person Completing Bid \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_

*Please include in bid any exceptions to the terms, conditions or specifications to the Bid to Lease Farm Property. Any exceptions need to be confirmed in writing before being accepted by Ingham ISD*

Optional:

**Previous Landlord Reference information:**

Landlord Name \_\_\_\_\_  
Landlord Mailing Address \_\_\_\_\_  
Landlord Phone Number \_\_\_\_\_  
Landlord Email \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Name of Signatory \_\_\_\_\_

Title of Signatory \_\_\_\_\_

**AFFIDAVIT OF COMPLAINT - IRAN ECONOMIC SANCTIONS ACT**  
**Michigan Public Act No. 517 of 2012**

The undersigned, the owner or authorized officer of \_\_\_\_\_  
(the "Bidder"), pursuant to the compliance certification requirement provided in the Ingham Intermediate School District ("Ingham ISD") **Bid to Lease Farm Property**

Invitation to Bid, hereby certifies, represents and warrants that the Bidder (including its officers, directors and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Bidder is awarded a Contract as a result of the aforementioned Request for Proposal, the Bidder will not become an "Iran Linked Business" at any time during the course of performing under the Contract.

The Bidder further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the Contract or proposed Contract for which the false certification was made, whichever is greater, the cost of Ingham ISD's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on an Invitation To Bid for three (3) years from the date the it is determined that the person has submitted the false certification.

**Bidder Information**

Name of Bidder \_\_\_\_\_  
By \_\_\_\_\_  
Date \_\_\_\_\_  
State of \_\_\_\_\_ ) SS. \_\_\_\_\_  
County of \_\_\_\_\_ )

Notarized Signature

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
date month year

by \_\_\_\_\_  
Bidder Signature Name

***Notary Signature***  
***Notary Name***  
***County, My Commission Expires***  
***Acting in the County of***

**All bidders must complete the following disclosure form in compliance with MCL 380.1267 and attach this information to their proposal.**

By the attached sworn and notarized statement, we are disclosing the following familial relationship(s) that exists between the owner or any employee of the Bidder and any member of the Districts' Board, employees, or the superintendent.

Disclose any familial relationship and complete the form below in its entirety:

The following are familial relationships as described above (provide employee name, family contact name, family contact position, and familial relationship or NONE).

Owner/ Employee Name	Related To:	Relationship
1.		
2.		
3.		

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Bidder Information

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**Signature(s):**

**Title:**

**Name of Firm:**

State of )  
 ) SS  
 County of )

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Notarized Signature

On this day of, before me a Notary Public in and for said county, personally appeared agent of the said firm and who acknowledged the same to be his free act and deed as such agent.

***Notary Signature***  
***Notary Name***  
***County, My Commission Expires***  
***Acting in the County of***

## Payment Terms

Ingham Intermediate School District Bid Form for Property Lease Agreement of parcels listed below of vacant property for agricultural purposes. Located on the Hagadorn side of Campus at 2630 West Howell Road in Mason within Ingham Township, Ingham County, Michigan, Parcel Identification Numbers:

33-06-06-32-300-002  
33-06-06-32-400-016  
33-06-06-32-400-014

**Bid Amount Per Year for 3 parcels**  
**50 Total estimated agricultural acres**

Year	Price per Acre				Total Annual Amount
4/1/2024 - 3/31/2025	_____	x	50 acres	=	_____
4/1/2025 - 3/31/2026	_____	x	50 acres	=	_____
					_____
	Total amount for 2 year lease				=====

Bidder agrees to the conditions as stated in the Terms of Conditions of the Invitation to Bid and the Property Lease Agreement. Payment terms and invoicing options to be negotiated. If bidder wishes for an exception to any of the details of this ITB please explain on the next page in the Special Conditions section.

Name and/or Company of Bidder \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Special Conditions  
\_\_\_\_\_



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Signature of Bidder

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Date

Return bid form to: Ingham ISD – Purchasing Dept.  
Attn: Sealed Bid – Farm Property Lease  
2630 W Howell Rd  
Mason, MI 48854

Bids must be received by the Purchasing Department no later than **12:00 p.m. on Friday, March 1, 2024**. Bids received after that time will not be accepted.

*The Board of Education reserves the right to accept or reject any or all bids received, to extend the bid deadline, allow supplemental bids, and to negotiate with individual bidders.*

THIS FARM LEASE AGREEMENT (the "Lease") is made as of April 1, 2024 ("Effective Date") between Ingham Intermediate School District and operating under the provisions of the Revised School Code, MCL 380.1, et seq., with offices at 2630 West Howell Road, Mason, MI. 48854 ("Landlord") and \_\_\_\_\_, whose address is \_\_\_\_\_ ("Tenant") upon the following terms and conditions:

#### BACKGROUND INFORMATION

Landlord owns three (3) parcels of land, approximately 50 acres of vacant land located at 2630 West Howell Road, Mason MI 48854, Ingham County, Michigan, legally described as:

- Property No. 33-19-06-32-400-016. Legal Description: COM AT E 1/2 COR OF SEC 32 - N89-14-35W 1765.62 FT ALNG EW 1/4 TO C/L OF HAGADORN RD - N37-37-59W 252.8 FT ALNG SD C/L TO POB - S37-37-59E 338.06 FT ALNG SD C/L - S65-36-23W 599.26 FT - N07-50-17W 380.33 FT - N81-36-26E 155.6 FT - N64-00-01E 264 FT TO POB ON E 1/2 OF SEC 32 T3N R1W 3.895 AC CITY OF MASON (1998)
- Property No. 33-19-06-32-300-002. Legal Description: PT OF SW 1/4 OF SEC 32 LYING E OF RR ROW T3N R1W.
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B. The Landlord estimates that approximately 50 acres are available for agricultural purposes and Tenant has inspected the Property and confirmed this acreage is correct.

C. Tenant desires to lease the Land from Landlord according to the terms of this lease and Landlord is willing to lease the Land to Tenant according to the terms of this Lease.



## AGREEMENT

For their mutual convenience and protection, and in consideration of the mutual covenants and benefits contained in this Lease, the receipt and adequacy of which is hereby acknowledged, Landlord and Tenant mutually agree as follows:

1. LEASE OF FARMLAND. Subject to the terms of this Lease, Landlord hereby agrees to lease to Tenant and Tenant agrees to lease from Landlord the Land. Farmland, as described in the Bid process ("Land").
2. TERM. The Lease shall be for a term of two (2) years commencing on April 1, 2024 and terminating on March 31, 2026 (the "Lease Term"). The parties may extend this Lease only by a written instrument signed by both parties.
3. TERMINATION. Termination of contract may be warranted if a party notifies the other in writing by December 31<sup>st</sup> of the current lease year. In the event that written notice of termination is provided, the Lease shall terminate on the following December 31<sup>st</sup>, unless both parties agree otherwise.
4. RENTAL. Tenant agrees to pay to Landlord as rental for the Land during the Lease Term base rent and additional rent as described in this paragraph. Tenant agrees to pay to Landlord rent of \_\_\_\_\_ and 00/100 Dollars (\$\_\_\_\_\_) on or before December 31 of the current year as outlined in the Bid process.
5. Awarded Bidder will provide at their own expense the following:
  - a. A certificate of Insurance showing Worker's Compensation Insurance coverage for workers on the Land (if any) from a company acceptable to Landlord with such insurance providing for payment of compensation in accordance with the laws of the State of Michigan.
  - b. Comprehensive Liability and Property Damage Insurance from an insurance company acceptable to Landlord covering all Tenant's activities in connection with the Permissible Uses with a single limit of not less than \$1,000,000, and shall furnish Landlord with a Certificate of Insurance upon request.
  - c. Awarded bidder will provide proof of this insurance to purchasing@inghamisd.org
6. TAXES, GRANTS AND SUBSIDIES.
  - a. Property Taxes. Tenant shall reimburse Landlord for all real estate taxes and any other general or special governmental charges that become due and payable as a result of Tenant's use of the Land.
  - b. Personal Property Taxes. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant and located on the Land and on any personal property brought onto the Land or produced thereon by Tenant and which is assessable for personal property tax purposes, if any. Tenant shall upon request provide Landlord with evidence that such personal property taxes were paid in a timely fashion.
  - c. State and Federal Subsidies. Tenant may apply for and obtain state and federal subsidies for Tenant's agricultural use of the Property (collectively, the "Subsidies"). Tenant shall indemnify and hold harmless Landlord for any and all claims, including Landlord's actual attorneys' fees, arising out of or in any way related to the Subsidies, including without limitation demands for recoupment or recovery of the Subsidies.
7. USE OF THE LAND.
  - a. Permissible Uses. Tenant may use the Land only for farming and activities incidental thereto (such uses are collectively referred to as the "Permissible Uses") without Tenant obtaining the prior, written consent of Landlord.
  - b. Non-Permissible Uses. Tenant shall not use the Land for any purpose(s) other than the Permissible Uses without Tenant obtaining the prior, written consent of Landlord.



Without limiting the generality of the foregoing, Tenant shall not use the Land for (i) storing or parking any items of personal property, including but not limited to farm machinery and/or equipment, or (ii) accumulating refuse. Furthermore, Tenant shall have no hunting rights to any portion of the Land.

c. Maintenance/Restoration of Land. During the Lease Term, Tenant shall keep the land "neat and tidy" and not allow noxious weeds or brush to grow on the Land. Upon termination of this Lease and for thirty (30) days thereafter, Tenant shall be responsible to return the Land to like condition as before commencement of this Lease, including but not limited to plowing under any existing crop residue and disking the Land so that it is relatively level.

d. Generally Accepted Farming Practices. Tenant shall use generally accepted farming practices that comply with all laws, regulations, rules and orders of federal, state, county and municipal authorities applicable to the Permissible Uses. Tenant shall not undertake any activity that is unduly or unreasonably disruptive to neighboring property owners. To ensure compliance with these provisions, Landlord and its agents shall have the right to enter the Land at any time as it deems necessary or desirable, but this right shall be exercised to cause no undue interference with the Tenant's Permissible Uses.

8. INDEMNIFICATION AND HOLD HARMLESS. Tenant hereby assumes all risk of, any responsibility for, and agrees to indemnify and hold harmless the Landlord, from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, made, brought or obtained on the account of any injury or loss of life, or damage to the property of any person or persons by the Tenant, its agents, employees, contractors or subcontractors, resulting from or in any way connected with this Lease or Tenant's use of the Land, including but not limited to any work done by Tenant on the Land, any other loss or damage relating to Tenant's use of the Land for the Permissible Uses, any breach of this Lease by Tenant or Tenant's agents or employees, or in any way connected with any failure by Tenant to meet its obligations under this Lease.
9. HAZARDOUS SUBSTANCES. Tenant agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Land in violation of any law, regulation, rule and/or order of any federal, state, county and/or municipal authorities. Tenant agrees to defend, indemnify and hold harmless Landlord and its agents, employees, contractors and subcontractors against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses, made, brought or obtained arising from any breach of this section. Tenant shall promptly notify Landlord of the release or threatened release of any Hazardous Material on, into, upon, or from the Land. In addition, Tenant shall promptly provide Landlord with a copy of any letter, inquiry, demand or complaint received by Tenant from any state or federal agency, authority or other third party regarding the release or threatened release of any Hazardous Material on, into, upon or from the Land. As used in this section "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any federal or state law, regulation, rule and/or order.
10. ASSIGNMENT. Tenant shall not assign, transfer or sublease the Land or this Lease without the prior written consent of Landlord.
11. DEFAULT BY TENANT. Tenant shall be in default under this Lease upon: (a) the failure of Tenant to pay to Landlord any installment of rent payable hereunder and the continued failure of Tenant to make such payment for five (5) days after receipt by Tenant of a written notice from Landlord specifying such default, or (b) failure of Tenant to perform any other obligation to be performed hereunder after Landlord shall have provided written notice to Tenant and Tenant shall have failed to cure such default within thirty (30) days after receipt of such notice. In the event of a default as stated above, Landlord may, in addition to any other remedy provided under Michigan law, reenter into and repossess the Land and remove Tenant



from the Land and either retain possession of or re-let the Land or any part of the Land for any term, either shorter, longer or the same for the same rental or for such other rental as it may see fit without terminating the Lease and Tenant shall be liable for any lost revenues to the Landlord as a result of the rent not paid by the Tenant; provided, however, that Landlord, at its option, may in any such event, terminate this Lease effective as of the date specified in a written notice from the Landlord to the Tenant, and Tenant shall be liable for lost rent to the date of termination. In addition, in the event of a Tenant breach, Landlord shall be entitled to retain, as liquidated damages, any crop then growing on the Land

12. **LIMITATION OF LIABILITY.** In no event, whether as a breach of contract, warranty, or tort, including negligence, shall Landlord be liable to Tenant or anyone claiming through Tenant for any consequential or incidental damages. Landlord liability in any claim (subject to the limitation provided for above) of any kind (including negligence) for any loss or damage arising out of, or resulting from this Lease, or from the performance or breach of this Lease, shall be limited to the actual damages suffered by the Tenant.
13. **NOTICES.** All notices, demands and requests required or permitted to be given under the provisions of this Lease shall be deemed duly given if sent by first class mail, postage prepaid, to the addresses set forth this Lease, or to any such other address as the parties may from time to time designate in writing.
14. **NO PARTNERSHIP.** The parties are entering into this Lease solely to effectuate the leasing of certain real property and Landlord and Tenant specifically acknowledge and agree that this Lease should in no way be construed as a partnership or any other venture.
15. **SUCCESSORS AND ASSIGNS.** This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, and personal representatives. However, neither party shall assign any of its rights, privileges or obligations hereunder without the prior written consent of the other party hereto. Any assignment of obligations under this Lease will not release the assignor from the duty to perform those obligations.
16. **HEADINGS.** The headings of the paragraphs herein are for convenience only and shall not control or effect any meaning or interpretation of any provision of this Lease.
17. **ENTIRE AGREEMENT.** This Lease contains the entire agreement among the parties hereto with respect to the transactions contemplated hereby and supersedes any prior written or oral agreement between any of the parties with respect to the subject matter hereof. This Lease may not be amended except by a written agreement signed by the parties.
18. **COUNTERPARTS.** This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. Facsimile signatures shall be effective as originals.
19. **APPLICABLE LAW.** This Lease shall be construed and enforced in accordance with the laws of the State of Michigan.
20. **SEVERABILITY.** If any term, covenant or condition of this Lease or the application of which to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.
21. **TIME OF THE ESSENCE.** Time is of the essence in this Lease.
22. **NO THIRD PARTY BENEFICIARIES.** This Lease is not made for the benefit of or on behalf of any third party, and no person or entity shall be deemed to be a third party beneficiary of this Lease or entitled to enforce this Lease or take advantage of any of the rights or obligations under this Lease.
23. **LOSER PAYS.** In the event either party initiates ("claimant") a lawsuit against



the other party ("claimee") claiming a breach or potential breach of this Lease and the claimee is found not to have breached this Lease, the claimant shall pay the costs and expenses (including reasonable attorney's fees) of the claimee in defending such lawsuit.

24. ACCEPTANCE. The Tenant accepts the Land in the condition in which it now is, without representation or warranty of any kind or nature, express or implied, in fact or by law by the Landlord, and without recourse to the Landlord as to the nature, condition, fitness or usability of the Land.