

## AGREEMENT

This agreement made and entered into this 3rd day of February 2021, by and between Hometown Decoration and Display, LLC, of Hudsonville, Michigan hereinafter for brevity sometimes called "lessor" and the Village of Lakeview hereinafter for brevity sometimes called "lessee"

### WITNESSETH:

Whereas, lessor has offered to provide and furnish Holiday Decorations, display equipment and material to lessee pursuant to the terms, conditions and provisions hereinafter set forth, and, whereas, lessee is desirous of accepting and does accept the offer of lessor to provide and furnish said Holiday Decorations, display equipment and materials in accordance with said terms, conditions and provisions.

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

1. Lessor agrees to furnish and provide Holiday Decorations, display equipment and materials of the type hereinafter specified to lessee during the winter holiday seasons of 2021, and to install the same in a workman like manner.
2. The decoration, display equipment and materials which shall be furnished by lessor for the use and benefit of lessee for the 2021 holiday season shall consist of components as follows:  

47 Lighted Holiday Decorations	@	\$67.00	each	=	\$3,149.00
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3. Lessor shall complete the work to be performed by it so that the decorations leased by it shall be ready for lighting in accordance with the following schedule:
  - (A) Decorations to be installed in designated areas ready for lighting on or before November 30<sup>th</sup> in each year during existence of the contract.
  - (B) Lessor shall remove decorations as soon as practicable after December 25, 2021 And December 25<sup>th</sup> 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 in order that said decorations may be plugged in for lighting.
5. Lessee agrees and undertakes to make all arrangements to procure and secure such authorization as might be required in from any governmental unit; 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. Lessor shall maintain such insurance as will protect lessee against any claims under 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.
9. The lessee agrees to pay lessor for its services and the use of the materials designated at paragraph 2 hereof, the sum of **\$3,149.00 which shall be paid to lessor at 2645 24<sup>th</sup> Ave., Hudsonville, Michigan 49426 on or before the 10<sup>th</sup> day of December** of the year to which such payment is attributable. Said sum shall include the installation by lessor of such decoration, necessary service calls and removal of said decorations. If lessee is on a rotation basis, decorations for the Holiday seasons of the year 2022 and 2023 will be of different type of kind that those

leased to lessee for the Holiday season of the year 2021. But the decorations, materials and supplies furnished shall, with the exception of the wrapping of poles, be such as are 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 said decorations and services for the Holiday seasons 2022 and 2023, shall be the same as that for the year 2021, provided, however, that if an additional or more expensive type of decoration is required, said price shall be increased in an amount to be negotiated by the parties hereto. In the event that a use of sales tax should be imposed by the state of Michigan upon lessor by reason of its undertaking as set forth herein, the lessee to reimburse lessor in payments otherwise required by the terms hereof, within thirty (30) days after demand by lessor.

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 hereto.

In witness whereof, the parties hereto have caused the execution hereof by their duly authorized officers this 3rd day of February 2021.

Lessor

Hometown Decoration and Display, LLC

By Wendy Braun  
Wendy Braun, President

Lessee

Village of Lakeview

By [Signature]  
President/Mayor/Director

Attest:

Secretary/Clerk