



**Agenda**  
**City of Charlevoix Downtown Development Authority Meeting**  
**Wednesday, June 19, 2024 - 3:00 PM**  
**Council Chambers, City Hall**

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- 1. Call to Order**
- 2. Roll Call**
- 3. Inquiry Regarding Conflicts of Interest**
- 4. New Business**
  - A. Lease for 107 Bridge Park Drive space  
Lindsey Dotson, DDA Director
- 5. Public Comment**
- 6. Adjourn**

**Persons with disabilities who need an accommodation to fully participate in these meetings should contact the City Clerk's Office at 231-547-3250 or by email [clerk@charlevoixmi.gov](mailto:clerk@charlevoixmi.gov). A 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodations requests.**

# Charlevoix Downtown Development Authority

## New Business

**Title:** Lease for 107 Bridge Park Drive space

**Date:** June 19, 2024

**Presented By:** Lindsey Dotson, DDA Director

**Background:**

Attached is a lease agreement with Second Season Wellness to occupy the space located at 107 Bridge Park Drive. The City Attorney has reviewed the document as has the tenant's legal advisor. The lease is set to expire on March 31st just so if the lease is renewed it can then align with the City's fiscal year.

**Recommendation:**

Motion to approve the Lease Agreement with Second Season Wellness for 107 Bridge Park Drive.

**Attachments:**

1. 107 Bridge Park Drive Lease - FINAL 6.10.2024

**COMMERCIAL LEASE AGREEMENT**

This Lease effective July 1, 2024, by and between, Charlevoix Downtown Development Authority 210 State St. Charlevoix, MI 49720 hereinafter collectively designated as the LANDLORD and Dr. Mary Ivey 808 E Ludington Ave, Ludington MI 49431 hereinafter designated as the TENANT.

WITNESSETH: The Landlord owns certain real property commonly known as 107 Bridge Park Drive, Charlevoix, MI 49720 (the "Real Estate").

**DESCRIPTION**

WITNESSETH: The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant the following described Premises situated in the City of Charlevoix, Charlevoix County, Michigan.

To wit: The Real Estate comprising the north portion of the south side of the building and the storage area/office located off the back hallway is to be secured by the Tenant. A sketch of the area is attached hereto as Exhibit A ("Leasehold Realty" or "Premises"). If an additional tenant leases space in the building, the storage area shall be modified as reasonably determined by the Landlord and tenant. Any such additional tenant must be approved by the landlord.

**TERM**

The term of this lease shall be for nine months commencing on July 1, 2024, and terminating at 11:59 PM on the 31<sup>st</sup> of March 2025. The tenant shall have the right to renew this Lease for up to an additional three-year term lasting until 11:59 PM on the 31<sup>st</sup> of March 2028, subject to the terms and conditions contained in this lease. Additional term(s), should the parties decide to extend the duration of the lease, shall be at terms and conditions agreeable, in writing, to both parties. The rent is to increase on the anniversary date by 3% of the monthly amount.

**BASIC RENT**

Tenant agrees to pay to Landlord as base rent for the Leasehold Realty the following monthly payments, due on the first day of each month:

July 1, 2024, through March 31, 2025                      \$650.00 per month

Rent is payable, in advance, or on the first of each month, commencing on July 1, 2024. The base rent for any additional term(s) shall be agreed upon in writing by both parties. Failure to pay the required monthly base rent on or before the sixth day of the month when due shall result in the Tenant owing to Landlord a late payment fee equal to \$75.00.

All future payments will be allocated first to any outstanding balances other than rent. Any remaining monies will be allocated lastly to any rent balance.

**ADDITIONAL RENT- UTILITY CHARGES. ETC.**

Tenant agrees to pay all applicable charges assessed to the Leasehold Realty for electric utility services, garbage and waste removal, and water and sewer.

The tenant agrees to split utility costs with the neighboring tenant occupying 109 Bridge Park Drive in the following manner: The base charge for meters will be split in half, and usage will be split up so that the Tenant of 109 Bridge Park Drive pays 75% of usage and the Tenant of 107 Bridge Park Drive pays 25% of usage. These charges will be reflected in a monthly invoice sent to the Tenant in addition to rental charges.

#### ADDITIONAL RENT-HAZARD INSURANCE

In addition to the rentals hereinbefore specified, the Tenant agrees to pay as additional rental any increase on premiums for insurance that the Tenant may cause based on their usage against loss by fire that may be charged during the term of the lease on the amount of insurance now carried by Landlord on the Premises and the improvements situated on said Premises resulting from the business carried on in the leased Premises by the Tenant or the character of its occupancy, whether or not the Landlord has consented to the same.

#### ADDITIONAL RENT-LIABILITY INSURANCE

Tenant shall indemnify and hold Landlord harmless from any liability for damages to any person or property in, on, or about the Leasehold Realty from any cause whatsoever, except for any acts or omissions of the Landlord or its agents, successors, assigns, employees, servants, or invitees, and Tenant agrees that it will at all times during the term hereof, carry maintain hereunder, for the mutual benefit of Landlord and Tenant, naming Landlord and Tenant as insured parties, a general public liability insurance against claims for personal injury, sickness or disease, including death and property damage in, on or about the Leasehold Realty, or in, on or about the streets, sidewalks, or Premises adjacent to the Leasehold Realty. Such insurance shall afford protection to the limit of not less than \$1,000,000 with respect to (i) each person, (ii) any one occurrence causing bodily injury or death, and (iii) property damage. Tenant shall furnish Landlord with a certificate or certificates of such insurance policy or policies. The City of Charlevoix will also be listed as Additional Insured.

In case any action or proceeding shall be commenced against Landlord growing out of any such loss, cost, damage, or expense, Landlord may give written notice of same to Tenant and thereafter Tenant shall assume and discharge all obligations to defend such action or proceeding, and save and keep the Landlord harmless from all expenses, counsel fees, costs, liabilities, judgments, and executions in any manner growing out of, pertaining to or connected therewith. All policies and insurance shall be written with reputable companies, satisfactory to the Landlord, authorized to do business in the State of Michigan. Such policies shall be delivered to the Landlord endorsed "Premium Paid" by the company or agency issuing the same or accompanied by other evidence satisfactory to the Landlord that the premiums thereon have been paid, not less than thirty (30) days before the expiration of any then-current policy.

#### ADDITIONAL RENT – MAINTENANCE, AND REPAIRS

Tenant covenants and agrees that the Tenant shall, through the term of this Agreement, at Tenant's sole cost and expense, take good care of the Leasehold Realty, including the buildings and improvements now or at any time erected thereon and keep in good order and condition. The tenant is also responsible for repairing anything they damage due to their activity.

The Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace to other Tenants in the building and shall keep the Premises (including adjoining drives, streets, alleys, or yards) clean and free from rubbish, dirt, snow, and ice at all times, and it is further agreed that in the event the Tenant shall not comply with these provisions, the Landlord may enter upon said Premises and have rubbish, dirt, ashes, snow and ice removed and the sidewalks cleaned in which event the Tenant agrees to pay all charges that the Landlord shall pay for hauling rubbish, ashes, dirt, snow, and ice or cleaning walks. Said charges shall be paid to the Landlord by the Tenant as soon as the bill is presented to them, and the Landlord shall have the same remedy as is provided for in this lease in the event of the Tenant's failure to pay.

If Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may at their option make such payment or expenditure, in which event the amount thereof shall be payable as a rental to the Landlord by the Tenant on the next ensuing rent day together with interest at 12% per annum from the date of such payment or expenditure

by Landlord and on default in such payment the Landlord shall have the same remedies as on default in payment of rent.

All payments of rent or other sums to be made to the Landlord shall be made to 210 State Street Charlevoix, MI 49720, or at such place as the Landlord shall designate in writing from time to time.

The Tenant hereby hires the said Premises for the said term as above mentioned and covenants well and truly to pay or cause to be paid unto the Landlord at the dates and times above mentioned, the rent above reserved.

#### ADDITIONAL RENT – PROPERTY TAXES

Tenant shall be responsible for payment of all real property taxes assessed due to the rental of the Leasehold Realty to the Tenant. The landlord shall provide the Tenant with a copy of all tax obligations and assessment documents from any relevant taxing jurisdiction. If Tenant fails to timely pay any tax obligation, the Landlord retains the right to 1) pay said tax obligation and add it, along with any related costs and fees, to the Tenant's monthly rental obligation; or 2) declare this Lease in Default and pursue any available remedy for such Default.

For the year 2024, the real property tax payment shall be pro-rated with Landlord paying real property taxes from January 1, 2024, to March 31, 2024. Tenant shall be responsible for taxes from July 1, 2024, to December 31, 2024, and prorated taxes from January 1, 2025, to March 31, 2025. The tenant shall be responsible for all other real property taxes assessed during the term of the lease. Should the parties agree to extend the lease, the Tenant shall be responsible for the real property taxes during the full duration of the updated lease.

**Commented [AH1]:** The way I read it before was that the DDA would end up paying the taxes during the lease term.

The Tenant shall also pay all personal property taxes attributable to its business operation and occupancy.

#### ASSIGNMENT

The Tenant covenants not to assign or transfer this Lease or hypothecate or mortgage the same or sublet said Premises or any part thereof without the Landlord's written consent. Any assignment, transfer, hypothecation, mortgage, or subletting without said written consent shall give the Landlord the right to terminate this lease and to re-enter and repossess the leased Premises.

#### BANKRUPTCY AND INSOLVENCY

The Tenant agrees that if the estate created hereby shall be taken in execution, or by another process of law, or if the Tenant shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of the Tenant, or if any assignment shall be made of the Tenant's property for the benefit of creditors, then and in the event this lease may be canceled at the option of the Landlord.

#### RIGHT TO MORTGAGE

The Landlord reserves the right to always subject and subordinate this Lease to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the said Premises and on the land and building of which the said Premises are a part or upon any buildings hereafter placed upon the land of which the leased Premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-tact of the Tenant to execute and deliver any such instruments or instruments for and in the name of the Tenant.

#### USE AND OCCUPANCY

It is understood and agreed between the parties hereto that said Premises during the continuance of this

Lease shall be used and occupied for a health and wellness service, and no other purpose or purposes without the written consent of the Landlord, and that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation, and that on any breach of this Lease, the Landlord may at its option terminate this Lease forthwith and re-enter and repossess the leased Premises.

#### DAMAGE AND DESTRUCTION

It is understood and agreed that if the Premises hereby leased be damaged or destroyed in whole or in part by fire or other casualty during the term hereof, the Landlord will repair and restore the same to good rentable condition with reasonable dispatch, and that the rent herein provided for shall abate entirely in case the entire Premises are untenable and pro rata for the portion rendered un-tenantable in case a part only is untenable, until the same shall be restored to a tenantable condition; provided, however, that if the Tenant shall fail to adjust their own insurance or to remove their damaged goods, wares, equipment or property within a reasonable time, and as a result thereof the repairing and restoration is delayed, there shall be no abatement of rental during the period of such resulting delay, and provided further that there shall be no abatement of rental if such fire or other cause damaging or destroying the leased Premises shall result from the negligence or willful act of the Tenant, their agents or employees, and provided further that if Tenant shall use any part of the leased Premises for storage during the period of repair a reasonable charge shall be made therefore against the Tenant, provided further that in case the leased Premises, or building of which they are a part shall be destroyed to the extent of more than one-half of the value hereof, the Landlord may at its option terminate this Lease forthwith by written notice to the Tenant.

#### REPAIRS AND ALTERATIONS

The Tenant further covenants and agrees that they will, at their own expense, during the continuation of this Lease, keep the said Premises and every part thereof in as good repair and at the expiration of the term yield and deliver up the same in like condition as when taken, reasonable use and wear thereof and damage by the elements excepted. The Tenant shall not make any alteration, additions, or improvements to said Premises, other than those provided on page 4 and the attached drawing, without the Landlord's written consent, and all alterations, additions, or improvements made by either of the parties hereto upon the Premises, except movable office furniture and trade fixtures put in at the expense of the Tenant, shall be the property of the Landlord, and shall remain upon and be surrendered with the Premises at the termination of this Lease, without molestation or injury, including but not limited to any floor covering which may be installed by Tenant.

The Tenant covenants and agrees that if the demised Premises consist of only a part of the structure owned or controlled by the Landlord, the Landlord may enter the demised Premises at reasonable times and install or repair pipes, wires, and other appliances or make any repairs deemed by the Landlord essential to the use and occupancy of the parts of the Landlord's building.

#### EMINENT DOMAIN

If the Premises, or any part thereof, is taken by eminent domain, this Lease shall expire on the date when the Premises, or any part of, shall be so taken and the rent shall be apportioned as of that date. No part of any award shall belong to the Tenant.

#### RESERVATION

The Landlord always reserves the right of free access to the roof of said leased Premises and reserves the right to rent said roof for advertising purposes. The Tenant shall not erect any structures for storage or any aerial or use the roof for any purpose without the written consent of the Landlord.

#### CARE OF PREMISES

The Tenant shall at their own expense under penalty of forfeiture and damages promptly comply with all lawful laws, orders, regulations, or ordinances of all municipal, County, and State authorities affecting the Premises hereby leased and the cleanliness, safety, occupation, and use of same.

#### LIABILITY

The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Premises hereby leased or any part of the building of which the leased Premises are a part or any loss or damage resulting to the Tenant or his property from bursting, stoppage or leaking water, gas, sewer or steam pipes. However, Landlord will cause the hazard insurance policy to cover any such damage to the real property and Tenant will be responsible for providing insurance to cover any such damage to its contents.

#### CONDITION OF PREMISES AT TIME OF LEASE

Tenant acknowledges that they have examined the Leasehold Realty before the making of this Lease, that it knows the condition thereof, and acknowledges that no representations as to the condition or state of repairs thereof have been made by Landlord or its agents, which are not herein expressed, and the Tenant hereby accepts the Leasehold Realty in its present "As-Is" condition at the date of execution of this Lease.

#### RE-RENTING

The Tenant hereby agrees that for a period commencing 90 days prior to the termination of this Lease, the Landlord may show the Premises to prospective tenants, and 60 days prior to the termination of this Lease, may display in and about said Premises and in the windows thereof, the usual and ordinary "TO RENT" signs.

#### HOLDING OVER

It is hereby agreed that in the event of the Tenant herein holding over after the termination of this Lease, thereafter the tenancy shall be from month-to-month in the absence of a written agreement to the contrary. The monthly rent in this case shall be in the amount of \$950.00 per month.

#### MECHANICS LIENS

Tenant shall not suffer or permit any mechanics liens to be filed against the Premises or any part of the building thereof by reason of work, labor, services, or materials supplied or claimed to have been supplied to the Tenant or anyone holding the Premises or any part thereof through or under the Tenant. If any such mechanic's lien shall be filed against the Premises or building at any time, the Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same. If the Tenant shall fail to discharge such mechanic's lien within such period, then, in addition to any other right or remedy of the Landlord, the Landlord may, after written notice to Tenant, but without obligation thereto, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by a deposit in court or by giving security or by such other manner as is, or maybe, prescribed by law. Any amount paid by the Landlord for any of the aforesaid purposes and all reasonable legal and other expenses of the Landlord, including reasonable counsel fees, in or about procuring a discharge of such a lien, together with all necessary disbursements in connection therewith, and together with interest thereon at a rate of eighteen percent (18%) per annum, shall be repaid by the Tenant to the Landlord on demand and if unpaid, shall be immediately due as additional rent. Nothing herein contained shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanic's lien law.

#### ADVERTISING DISPLAY

It is further agreed that all signs and advertising displayed in and about the Premises shall be such only as advertise the business carried on upon said Premises, and that the Landlord shall control the character and size thereof, and that no sign shall be displayed except in such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of the said building unless approved in writing by Landlord.

#### WASTE

The Tenant covenants not to do or suffer any waste or damage, disfigurements, or injury to any building or improvements now or hereafter located on the Leasehold Realty, or the fixtures and equipment or permit or suffer any overloading or the floors thereof.

#### ACCESS TO PREMISES

The Landlord shall have the right to enter the leased Premises at all reasonable hours for the purpose of inspecting the same. If the Landlord deems any repairs necessary they may demand that Tenant make the same and if Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause to be made such repairs and shall not be responsible to the Tenant for any loss or damage that may accrue to their stock or business by reason thereof, and if the Landlord makes or causes to be made such repairs the Tenant agrees that they will forthwith on demand pay to the Landlord the cost thereof with interest at 18% per annum, and if they shall make default in such payment the Landlord shall have remedies provided in the paragraph regarding Default and Remedies.

Landlord shall have reasonable access to the property through the Tenant's Premises during usual and customary business hours, and always in cases of emergencies. The landlord shall have no liability to the Tenant as to use of such access for any reason.

#### RE-ENTRY

In case any rent shall be due and unpaid or if default be made in any of the covenants herein contained, or if said leased Premises shall be deserted or vacated, then it shall be lawful for the Landlord, their certain attorney, heirs, representatives and assigns to re-enter into, re-possess the said Premises and the Tenant and each occupant to remove and put out.

#### EXPENSES - DAMAGES RE-ENTRY

If the Landlord shall, during the period covered by this Lease, obtain possession of said Premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay the Landlord the expense incurred in obtaining possession of said Premises, and all expenses and commissions which may be paid in and about the letting of the same, including all other damages resulting therefrom.

#### QUIET ENJOYMENT

The Landlord covenants that the said Tenant upon payment of all the aforesaid installments and performing all the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the said demised Premises for the term aforesaid.

#### WAIVER

One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further breach of the same covenant or condition.

#### DEFAULT

The occurrence of the following events shall constitute a default by Tenant under the terms of this Lease:

(a) If Tenant shall fail to fully pay any rent to the Landlord when the same is due and payable under the terms of this Lease, (b) If Tenant shall fail to fully perform any of the other duties and obligations imposed upon Tenant by this Lease, (c) If a petition in bankruptcy shall be filed against Tenant, (d) If a general assignment for the benefit of Tenant's creditors is made, (e) If there should be filed any action, suit or proceeding by or against Tenant seeking the appointment of a receiver of any property of Tenant in or upon the Leasehold Realty, (f) If the interest of the Tenant in the Leasehold Realty shall be sold under execution of other legal processes.

#### REMEDIES

In the event Tenant is in default under the terms of this Lease, as defined above, the Landlord, in addition to its other remedies provided in this Lease or permitted by law, shall have the following specific rights and remedies:

- a. Landlord may immediately terminate this Lease and hold Tenant liable for any balance of rent reserved hereunder for the rest of the term which may remain unsatisfied or unpaid. Should Landlord at any time terminate this Lease for any default, in addition to any other remedies it may have, Landlord may recover from the Tenant all damages it may incur by reason of such a breach, including the cost of recovering the Leasehold Realty and reasonable attorney fees incidental thereto.
- b. Landlord shall have the immediate right of re-entry should Landlord elect to re-enter or take possession pursuant to legal proceedings or any notice provided for by law, Landlord may either terminate this Lease without waiving its right to damages or from time to time, without terminating this Lease, relet the Leasehold Realty or any part thereof on such terms and conditions as Landlord shall in its sole discretion deem advisable. The avails of such reletting shall be applied: first, to the payment of any indebtedness of Tenant to Landlord other than rent due hereunder, including all collection and court costs and attorney fees suffered in recovering and reletting the Leasehold Realty; second, to the payment of any reasonable costs of such reletting, including the cost of any brokerage fees and reasonable alterations and repairs to the Leasehold Realty; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to payment of future rents as the same become due and payable hereunder.

If rent is received from such reletting during any month is less than that to be paid by Tenant hereunder, or if Landlord does not relet the Leasehold Realty, Tenant shall pay any such rental deficiency to Landlord. Such a deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said Leasehold Realty by the Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to the Tenant, or unless termination thereof is decreed by a Court of competent jurisdiction. Notwithstanding any such reletting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

- c. If Tenant shall be in default of this Lease, any property or equipment or sign, interior or exterior, that Tenant leaves on the Leasehold Realty after vacating the same shall be deemed to have been abandoned and may either be retained by Landlord as the property of Landlord or may be disposed of at public or private sale as Landlord sees fit. The proceeds from the sale of any property of Tenant sold at public or private sale or the then current market value of such property as may be retained by Landlord shall be applied by the Landlord against (1) the expenses of Landlord for removal, storage or sale of the personal property, (2) the arrears of rent or future rent payable under this Lease and (3) any other damages to which Landlord may be entitled hereunder. The balance of such amounts, if any, shall be given by the Tenant.

Landlord shall have the option to treat as abandoned and retain all personal property or movable trade fixtures belonging to the Tenant that the Tenant fails to remove by the ending date of the term of this Lease as specified herein, or the Landlord may remove such items from the Leasehold Realty and

store such property at the expense of Tenant.

- d. Landlord shall have the right upon default of Tenant, to collect all rent due from Tenant for the balance of the term of this Lease.
- e. All rights and remedies of the Landlord under this Lease shall be cumulative and shall not be exclusive of any other rights and remedies allowed by law, which the Landlord is hereby afforded, including without limitation Landlord's right to injunctive relief.

#### ESTOPPEL CERTIFICATE

The Tenant agrees at any time and from time to time upon not less than thirty (30) days prior to written request by the Landlord to execute, acknowledge, and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect, provided that the same is true (or if there have been modifications that the same are in full force and effect as modified, stating the modifications), and the dates to which the Basic Rent and the other charges have been paid in advance, if any.

#### DEFINITION OF LANDLORD-LANDLORD'S LIABILITY

The term "Landlord" as used in this Agreement, so far as covenants or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Leasehold Realty, and in the event of any transfer or transfers of the title to such fee the Landlord herein named (and in case of any subsequent transfer or conveyances then the grantor) shall be automatically freed and relieved from and after the date of such transfer or conveyance of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed. However, any funds in the hands of such Landlord or the then grantor at the time of such transfer in which Tenant has an interest, shall be turned over to the grantee, and any amount due and payable to the Tenant by the Landlord or the then grantor under any provisions of this Lease, shall be paid to the Tenant, it being intended hereby that the covenants and obligations contained in this Lease on the part of the Landlord, shall, subject to the foregoing, be binding on the Landlord, its successors, and assigns, only during and in respect of its respective successive periods of ownership.

#### SHARED LAVATORY FACILITY

Tenants shall share the washroom with the adjoining tenants.

#### NOTICES

All notices under this Lease shall be deemed sufficient notice and service thereof if such notice is sent to the Tenant, is in writing, and addressed to the Tenant at their last known Post Office address or at the leased Premises. Notice to the Landlord shall be in writing and addressed to the last known Post Office address of the Landlord. Notice needs to be sent to only one Tenant or Landlord where Tenant or Landlord where the Tenant or Landlord is more than one person. Notices shall be sent by certified mail, and a return receipt requested.

The Tenant shall have 14 days from any notices of a monetary default to bring rent current and shall have 30 days to cure any non-monetary default.

The covenants, conditions, and agreements made and entered into by the parties hereto are declared binding on their respective heirs, successors, representatives, and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal the day and year first above written.

“Tenant”

\_\_\_\_\_  
Dr. Mary Ivey on behalf of Second Season Wellness

\_\_\_\_\_  
Date

“Landlord”

\_\_\_\_\_  
Maureen Owens, Chair, City of Charlevoix DDA Board

\_\_\_\_\_  
Date

Exhibit A:

