

cityofnovi.org

# CITY of NOVI CITY COUNCIL

Agenda Item H  
September 28, 2009

**SUBJECT:** Approval of the first year renewal option (September 28, 2009 – September 28, 2010) with Debra Bye for Hair Salon services at Meadowbrook Commons.

**SUBMITTING DEPARTMENT:** Parks, Recreation & Cultural Services

**CITY MANAGER APPROVAL:** 

**BACKGROUND INFORMATION:**

Meadowbrook Commons includes a hair salon facility enabling hair salon services to be provided to residents of Meadowbrook Commons and participants of the Senior Center programs through a contractual agreement with a hair salon vendor.

The contract has two renewal options and this is the first year renewal. The vendor, Debra Bye will pay \$3,000 annual rent to the city. There is no funding provided by the City or Meadowbrook Commons.

**RECOMMENDED ACTION:** Approval of the first year renewal option (September 28, 2009 – September 28, 2010) with Debra Bye for Hair Salon services at Meadowbrook Commons.

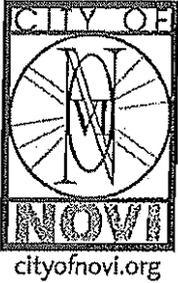
	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gatt				
Council Member Burke				
Council Member Crawford				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

9-16-09

I, Delua Bye, would like  
to continue my current  
contract with The Meadow Brook  
Hair Salon. all conditions the  
same.

Delua Bye



CITY OF NOVI, MICHIGAN  
PURCHASING DEPARTMENT  
45175 W. TEN MILE RD.  
NOVI, MI 48375  
(248) 347-0446

HAIR SALON SERVICES  
SIGNATURE FORM

Bid submitted by:

Name (printed) Debra Bye Title: Hairdresser Meadow Brook Salon  
Company (Legal Registration) current Proprietor of Salon  
Address 44735 N. Hills Dr. #103  
City Northville State MI Zip 48167  
Telephone (248) 974-7011 Fax \_\_\_\_\_  
E-mail Hairjinx@gmail.com  
Signature Debra Bye Date 7-22-08

For information on responding to this bid, contact Sue Morianti – Purchasing Manager, at [smorianti@cityofnovi.org](mailto:smorianti@cityofnovi.org)

Submittal of Bids: Bids must be delivered prior to the due date and time specified above to the City of Novi, Attn: City Clerk's Office, 45175 W. Ten Mile Rd., Novi, Michigan 48375. Bids must be submitted by person or mail. Faxed quotations will not be accepted.

THE BID ENVELOPE MUST BE IDENTIFIED WITH THE FULL BID NAME AND DUE DATE.

THIS PAGE MUST BE INCLUDED WITH YOUR BID.



CITY OF NOVI  
PROPOSAL FORM

We the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof according to the attached terms and conditions.

**HAIR SALON SERVICES**

**A. Rental Charge**

Salon space will be rented to the applicant for a per chair flat rate to be paid monthly to the City of Novi

Per chair / per month \$ 125.00

Total per month (2 chairs) \$ 250.00

**B. Salon Service Charges**

- 1. Shampoo & Haircut (Men & Women) \$ 16.00/men<sup>12.00</sup>
- 2. Shampoo, Haircut & Style \$ 30.00
- 3. Shampoo & Style \$ 16.00
- 4. Claypac/Hot Oil Treatment \$ 7.00
- 5. Nioxin Treatment \$ 1.00
- 6. Color Rinse \$ 1.00
- 7. Full Perm \$ 55.00
- 8. Partial / Spot Perm \$ 2/Rod
- 9. Virgin Color Application \$ 30.00
- 10. Touch-Up Color Application \$ 25.00
- 11. Foil Highlights \$ 30.00

12. Partial Highlights	\$ <u>20.00</u>
13. Color Correction	\$ <u>40.00</u>
14. Waxing – Brow	\$ <u>5.00</u>
15. Waxing – Upper Lip	\$ <u>5.00</u>
16. Waxing – Face	\$ <u>10.00</u>
17. Manicure	\$ <u>18.00</u>
18. Polish Change	\$ <u>9.00</u>
19. Paraffin Dip (hands)	\$ <u>6.00</u>

We acknowledge receipt of the following Addendums:  
(please indicate numbers below)

\_\_\_\_\_

Comments: Cost of Products have gone up. I hate to raise senior prices. I am holding lower this time for that reason and I have checked around and most senior salons are lower

Signature Debra Bye

Date 7-22-08

I have had the Salon for almost 5 yrs. Rent is always paid on time.

## LEASE AGREEMENT

This Lease Agreement ("Lease") is hereby entered into this 11th day of August, 2008, by and between the **City of Novi**, 45175 W. Ten Mile Road, Novi, Michigan, 48375, hereinafter called "Lessor", and **Debra Bye, Meadowbrook Commons Hair Salon**, hereinafter called "Lessee".

### ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM, AND RENT

SECTION 1.01. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, that certain property hereinafter called the "Leased Premises," situated in the City of Novi, Oakland County, State of Michigan, described as follows:

The City of Novi, Meadowbrook Commons Hair Salon, located at 25075 Meadowbrook Rd., Novi, Michigan 48375. The hair salon is located on the 2nd floor of the building and consists of approximately 285 square feet. The lease of the hair salon also includes use of the fixtures in the shop, e.g. hair washing sinks, hairdryers and a manicure station,

to be used only as a hair salon in accordance with uses normally incident thereto and for no other purpose, for the term of one year, **commencing on September 1, 2008, and ending on August 31, 2009**, for the **minimum monthly rent of \$250.00 (annual rent of \$3,000.00)** payable as specified in Article 2. The parties may, by mutual assent, extend the terms of this Lease for **two (2) renewal options in one (1) year increments**.

#### Delivery of Possession

SECTION 1.02. If Lessor shall be unable for any reason whatsoever to deliver possession of the leased premises on the commencement date of this Lease, it shall not be liable to Lessee for any damage caused thereby, nor shall this Lease automatically become void or voidable, nor shall the term hereof in any way be extended, but in such event, Lessee shall not be liable for any rent until such time as Lessor can and does deliver possession.

### **Access**

SECTION 1.03. Lessee shall have access to the leased premises through the front doors of the premises during the normal business hours established herein, or at such other times as shall be approved in writing by Lessor. All deliveries are to be made during normal business hours or as otherwise approved in writing by Lessor. During normal business hours, Lessee and its employees will have access to the public restrooms on the premises.

### **ARTICLE 2. RENT**

SECTION 2.01. Lessee shall pay Lessor as rent for the leased premises, the minimum annual sum of \$3,000.00, payable without prior demand and without any setoff or deduction whatsoever, except as expressly provided herein in equal monthly installments of \$250.00. Such rent shall be paid in advance on the **1st day of each calendar month**, commencing on September 1, 2008.

SECTION 2.02. Lessee shall, upon execution of this Lease, pay to the Lessor the sum of \$250.00, the receipt of which is hereby acknowledged, as payment of the first month's rent.

### **Additional Rent**

SECTION 2.03. Lessee agrees to pay as additional rent, without demand, setoff, or deduction, in addition to the minimum rental herein-before provided, the following:

Fire Insurance Premiums. All increases in fire insurance premiums on the Leased Premises due to an increase in the rate of fire insurance in excess of the rate on the Leased Premises at the time of making this Lease, if said increase is caused by any act or neglect of the Lessee or the nature of the Lessee's business.

SECTION 2.04. If Lessee defaults in the payment of any installment of rent hereunder, such installment shall bear interest at the rate five percent (5%) per annum from the day it is due until actually paid. In like manner, all other obligations, benefits, and moneys which may become payable to Lessor from Lessee under the terms hereof, or which are paid by Lessor because of Lessee's default hereunder, shall bear interest at the rate of five percent (5%) per annum from the due date until paid, or in the case of sums paid by Lessor because of Lessee's default hereunder,

from the date such payments are made by Lessor until the date Lessor is reimbursed by Lessee therefore.

### **Apportionment of Rental**

SECTION 2.05. In the event that this Lease shall terminate prior to the expiration of its full term as provided herein, assuming such early termination is not the fault of Lessee, and if Lessee is not then in default hereunder and has otherwise paid rent for the remaining period of the term, then on surrender by Lessee of the Leased Premises, Lessor agrees to and shall reimburse to Lessee an amount equivalent to the rental hereunder for the unexpired portion of the term at the date of such termination and surrender, calculated at a daily rate.

### **ARTICLE 3. HAIR SALON OPERATIONS**

SECTION 3.01. The Hair salon at Meadowbrook Commons shall be operated in accordance with the following:

- (a) Lessor will make available a hair salon room, which includes the following amenities:
  - (i) two hair salon bowls,
  - (ii) two styling chairs,
  - (iii) two styling stations, including drawers, counter space and mirrors,
  - (iv) manicure table with chairs.
- (b) The hair salon shall be available for operation Monday through Friday, 8:30- a.m. - 3:30 p.m.
- (c) Hair salon services offered by Lessee shall include: men's and women's haircuts, hair styling, permanents, color and tinting, facial waxing, and manicures.
- (d) The purpose of the hair salon at Meadowbrook Commons is to provide services to the residents of this senior citizen facility, as well as registered participants in any Novi Senior Center programs. No private clients of Lessee shall be permitted to obtain salon services on the Leased Premises.

## **ARTICLE 4. INSURANCE**

### **Lessor's Obligation**

SECTION 4.01. Lessor agrees to and shall, within 14 days from the date hereof, secure from a good and responsible company or companies doing business in the State of Michigan, and maintain during the entire term of this Lease the following insurance coverage:

Fire and extended fire coverage insurance in an amount not less than \$300,000, provided that insurance can be obtained.

### **Public Liability Insurance-Lessee's Obligation**

SECTION 4.02. Lessee agrees to and shall, within 14 days from the date of the execution of this Lease, secure from a good and responsible company or companies doing business in the State of Michigan, and maintain during the entire term of this lease, the following insurance coverage:

(a) Public Liability Insurance in the minimum amount of \$1,000,000 for the loss from an accident resulting in bodily injury to or death of persons, and \$1,000,000 for the loss from an accident resulting in damage to or destruction of property.

(b) Fire and extended coverage insurance on Lessee's fixtures, goods, wears, and merchandise in or on the leased premises, with coverage in an amount of not less than \$300,000.

### **Additional Insurance**

SECTION 4.03. Lessor and Lessee agree that the other shall be named as an additional insured on the aforementioned policies of insurance.

### **Proof of Coverage**

SECTION 4.04. On securing the foregoing coverage, each party shall give the other written notice thereof, together with the certified copy of the appropriate policies or insurance certificates.

### **Protection Against Cancellation**

SECTION 4.05. Proof must also be given by each party to the other, pursuant to Section 4.04, that each of the policies provided for in this Article expressly provides that the policy shall not be cancelled or altered without 30 days, prior written notice to the other party.

### **Failure to Secure**

SECTION 4.06. If either party, at any time during the term hereof, fails to secure and maintain the required insurance, the other party shall be permitted to obtain such insurance in the defaulting parties name or as the agent of the defaulting party, and shall be compensated by the defaulting party for the cost of the insurance premiums. The defaulting party shall pay the other party interest on paid insurance and premiums at the rate of 7 percent per annum computed from the date written notice is received that the premiums have been paid.

### **Proceeds**

SECTION 4.07. Proceeds from any fire or casualty policy or policies shall be payable to Lessor, who shall use such proceeds to make repairs as provided below.

### **Fire and Casualty Damage**

SECTION 4.08. If the building or other improvements on the Leased Premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

(a) Total Destruction. If the building on the Leased Premises should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within fifteen (15) working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this Lease shall terminate and rent shall be abated for the unexpired portion of this lease, effective as of the date of said written notification

(b) Partial Destruction. If the building or other improvements on the Leased Premises should be damaged by fire, flood, or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within fifteen (15) working days

from the date of written notification by Lessee to Lessor of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final 12 months of the lease term, at its sole cost and risk proceed forthwith to rebuild or repair such building and other improvements to substantially the same condition in which they existed prior to such damage. If the casualty occurs during the final 12 months of the lease term, Lessor shall not be required to but may, rebuild or repair such damage. If the building and other improvements are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the event that Lessor should fail to complete such rebuilding or repairs within 45 working days from the date of written notification by Lessee to Lessor of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to Lessor, whereupon all rights and obligations hereunder shall cease.

#### **ARTICLE 5. UTILITIES**

SECTION 5.01. Lessor shall provide all utilities except for telephone. Lessee shall during the term hereof, pay all charges for telephone used in or on the leased premises.

#### **ARTICLE 6. WASTE AND NUISANCE**

SECTION 6.01. Lessee shall not commit, or suffer to be committed, any waste on the Leased Premises, nor shall he maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises or use the Leased Premises for any unlawful purpose.

#### **ARTICLE 7. REPAIRS**

##### **Lessor's and Lessee's Duties to Repair**

SECTION 7.01. Lessor shall maintain the Leased Premises in a condition fit for their intended use and shall make all necessary repairs, except that Lessee shall make all repairs of the Leased Premises occasioned by Lessee's negligent use of the Leased Premises, and except as Lessor and Lessee may have expressly agreed otherwise in this Lease, as part of the consideration, for one or the other to undertake specifically described types of repairs or maintenance.

### **Lessor's Duty**

SECTION 7.02. More specifically, Lessor shall repair and maintain the Leased Premises so that the premises will have:

- (a) Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- (b) Plumbing facilities that conform to applicable law in effect at the time of installation, maintained in good working order.
- (c) A water supply approved under applicable law, which is a system under the control of Lessor, producing hot and cold running water, furnished to appropriate fixtures and connected to a sewage disposal system under applicable law.
- (d) Heating facilities, which conform to applicable law at the time of installation, maintained in good working order.
- (e) Electrical lighting, with wiring and electrical equipment, which conform to applicable law at the time of installation, maintained in good working order.
- (f) Building, grounds, and appurtenances at the time of the commencement of the lease in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents, and vermin, and all areas under control of Lessor thereafter kept in every part clean, sanitary, and free from all accumulations of debris, filth, rubbish, garbage, rodents and vermin.
- (g) An adequate number of appropriate receptacles for garbage and rubbish, in clean condition and good repair at the time of the commencement of the lease, with Lessor providing appropriate serviceable receptacles thereafter, and being responsible for the clean condition and good repair of such receptacles under his control.
- (h) Floors, stairways, and railings maintained in good repair.

### **Lessee's Duties Correlative to Lessor's Obligations**

Section 7.03. However, no duty on the part of the Lessor shall arise with respect to the maintenance or repairs under Sections 7.01 and 7.02 of this Lease if Lessee is in substantial violation of any one or more of the following affirmative obligations:

- (a) To keep that portion of the Leased Premises which Lessee occupies and uses as

clean and sanitary as the condition of the premises permits.

(b) To remove and dispose from the Leased Premises all rubbish, garbage, and other waste, in a clean and sanitary manner.

(c) To use and operate properly all electrical, gas, and plumbing fixtures and keep them as clean and sanitary as their condition permits.

(d) Not to permit any person on the premises with Lessee's permission willfully or wantonly to destroy, deface, damage, impair, or remove any part of the Leased Premises or the facilities, equipment, or appurtenances thereto.

#### **Lessee's Right to Repair for Lessor or Vacate**

Section 7.04. If, within a reasonable time after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to repair, Lessor neglects to make such repairs, Lessee may repair the same himself, where the cost of the repairs does not require an expenditure greater than one "months" rent, and deduct the expenses of such repairs from the rent; or Lessee may vacate the premises, in which case he shall be discharged from further payment of rent, or performance or other conditions. For the purposes of this section, if Lessee makes repairs at least 45 working days following his giving notice to Lessor, he will be presumed to have acted after a reasonable time.

#### **ARTICLE 8. ALTERATIONS, IMPROVEMENTS, AND FIXTURES**

SECTION 8.01. Lessee shall not alter or improve the Leased Premises without the prior written consent of Lessor to do so, and any and all alterations, additions, improvements, and fixtures, made or placed in or on said premises shall on expiration, or earlier termination of this Lease, belong to Lessor without compensation to Lessee; provided, however, that Lessor shall have the option, to be exercised on expiration or earlier termination of this lease, to require Lessee to remove any or all such additions, improvements, or fixtures. Before installing any fixtures in or on the Leased Premises, Lessee shall submit plans and designs therefore to Lessor for its approval, and in the event that the plans and designs are disapproved by Lessor, such fixtures shall not be installed until any changes required by Lessor are made.

## **ARTICLE 9. QUIET POSSESSION**

### **Covenant of Quiet Possession**

SECTION 9.01. Lessor shall, on the commencement date of the term of this lease as hereinabove set forth, place Lessee in quiet possession of the Leased Premises and shall secure him in the quiet possession thereof against all persons claiming the same during the entire Lease term and each extension thereof.

### **Subordination**

SECTION 9.02. This Lease and any extensions of the term hereof shall be subordinate, at the option of Lessor, to any and all encumbrances given by Lessor on the Leased Premises or to secure funds for the building to be constructed by Lessor on the Leased Premises.

## **ARTICLE 10. TERMINATION OR EXTENSION**

### **Notice of Termination**

SECTION 10.01. Lessor and Lessee mutually agree that either Lessor or Lessee may terminate this Lease at the end of the above-stated initial term by giving the other party written notice thereof at least 60 days prior thereto. In the absence of such notice, this Lease shall continue on the terms and conditions contained in this Lease and in force prior to the expiration of the above-stated initial term for up to two (2) additional periods of one (1) year, unless terminated by either Lessor or Lessee by giving the other party written notice of termination at least 60 days prior to expiration of the then current term.

### **Changes in Terms and Conditions**

SECTION 10.02. If Lessor gives written notice prior to the expiration of any term created under this Lease of its intention to change the terms and conditions of this lease and Lessee does not within 10 business days from receipt of such notice notify Lessor of Lessee's intention to terminate at the end of the current term, Lessee will be deemed to have consented to the changes proposed by Lessor for the remainder of the Lease period, or for whatever period is stated in such notice.

### **Holding Over After Notice of Termination by Lessee**

SECTION 10.03. If Lessee gives notice of its intention to terminate this Lease at the end of any

term created under this Lease and to vacate the Leased Premises, but fails or refuses to vacate the Leased Premises on the date designated for such removal by its notice, then Lessor may either disregard the Lessee's notice, in which case all the terms and conditions of this Lease shall continue in effect as if such notice had not been given, or Lessor may, at any time within 30 days after expiration of the Lease term involved, give Lessee notice within of its intent to terminate this Lease, and Lessee shall vacate the leased premises within the time specified in said notice.

## **ARTICLE 11. SURRENDER OF PREMISES**

### **Notice**

SECTION 11.01. Lessee shall, at least 60 days prior to expiration of the term, or any extended term thereof, give Lessor a written notice of its intention to surrender the Leased Premises on that date, but nothing contained herein shall be construed as an extension of the term hereof or as consent of Lessor to any hold over by Lessee.

### **Removal of Property**

SECTION 11.02. Lessee shall, without demand therefore and at its own cost and expense prior to the expiration or earlier termination of the term hereof, or of any extended term thereof, remove all property belonging to it and all alterations, additions, or improvements, and fixtures which by the terms hereof Lessee is permitted to remove; repair all damage to the Leased Premises caused by such removal; and restore the Leased Premises substantially to the same condition it was in prior to the installation of the property so removed. Any property not so removed shall be deemed to have been abandoned by Lessee and may be retained or disposed of by Lessor.

### **Surrender**

SECTION 11.03. Lessee agrees to and shall, on expiration or earlier termination of the term hereof, or of any extended term hereof, promptly surrender and deliver the Leased Premises to Lessor without demand therefore in good condition, ordinary wear and tear and damage by the elements, fire, or act of God, or by other cause beyond the reasonable control of Lessee excepted.

## **ARTICLE 12. CONDEMNATION**

### **Total Condemnation**

SECTION 12.01. If during the term of this Lease, or any extension thereof, all of the Leased Premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate and the rent shall be abated during the unexpired portion of this lease, effective as of the date of the entry of the order transferring ownership of the property pursuant to the filing of the complaint for said taking of said premises by the condemning authority, or upon the date the deed is executed giving the property to the condemning authority, which ever occurs first.

### **Partial Condemnation**

SECTION 12.02. If less than all of the Leased Premises shall be taken for any public or quasi-public use under any law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall not terminate but Lessor shall forthwith at its sole expense, restore and reconstruct the building and other improvements, situated on the Leased Premises, provided such restoration and reconstruction shall make the same reasonably tenantable and suitable for the uses for which the premises are Leased. The rent payable hereunder during the unexpired portion of this Lease shall be adjusted equitably.

### **Allocation of Awards**

SECTION 12.03. Lessor and Lessee shall each be entitled to receive and retain such separate awards and portions of lump-sum awards as may be allocated to their respective interests in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## **ARTICLE 13. DEFAULTS AND REMEDIES**

### **Default by Lessee**

SECTION 13.01. If Lessee shall allow the rent to be in arrears more than 14 days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for

a period of 14 days after written notice from Lessor, or should any person other than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at its option, without notice to Lessee, terminate this Lease, reenter and take possession of said premises and remove all persons and property there from, without being deemed guilty of any manner of trespass, and relet the premises or any part thereof, for all or any part of the remainder of said term, to a party satisfactory to Lessor, and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

#### **Lessor's Lien**

SECTION 13.02. It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels, or personal property of any description belonging to Lessee which are placed in, or become a part of, the Leased Premises, as security for rent due and to become due for the remainder of the current Lease term, which lien shall not be in lieu of or in any way affect any statutory Lessor's lien given by law, but shall be cumulative thereto; and Lessee hereby grants to Lessor a security interest in all such personal property placed in said Leased Premises for such purposes. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold, and reenter and relet the premises as provided in the preceding paragraph, then Lessor may take possession of all of Lessee's property on the premises and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, or for such prices and terms as Lessor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

### **Cumulative Rights and Remedies**

Section 13.03. All rights and remedies of Lessor under this lease shall be cumulative, and none shall exclude any other right of remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises.

### **Default by Lessor**

Section 13.04. If Lessor defaults in the performance of any term, covenant or condition required to be performed by it under this Lease, Lessee may elect either one of the following:

- (a) After not less than 21 days' notice to Lessor, Lessee may remedy such default by any necessary actions, and in connection with such remedy may pay the expenses and employ counsel; all reasonable sums expended or obligations incurred by Lessee in connection therewith will be paid by Lessor to Lessee on demand, and on failure of such reimbursement, Lessee may, in addition to any other right or remedy that Lessee may have, deduct the costs and expenses thereof from rent subsequently becoming due; or
- (b) Elect to terminate this agreement on giving at least 60 days' notice to Lessor of such intention, thereby terminating this Lease on the date designated in such notice, unless Lessor shall have cured such default prior to expiration of the 60-day period.

### **ARTICLE 14. ASSIGNMENT AND SUBLEASE**

Section 14.01. Lessee shall not assign this Lease nor sublet all or any portion of the Leased Premises without the prior written consent of Lessor, but Lessor will not arbitrarily or unreasonably withhold consent.

Section 14.02. Lessor is expressly given the right to assign any or all of its interest under the terms of this Lease.

### **ARTICLE 15. MISCELLANEOUS**

#### **Notices and Address**

Section 15.01. All notices provided to be given under this Lease shall be given by certified mail,

addressed to the proper party, at the following addresses:

Lessor: City of Novi  
45175 W. Ten Mile, Novi, MI 48375

Lessee: Debra Bye, Meadowbrook Commons Hair Salon  
25075 Meadowbrook Rd., Novi, MI 48375

#### **Parties Bound**

Section 15.02. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

#### **Applicable Law**

Section 15.03. This Lease shall be construed under and in accordance with the laws of the State of Michigan.

#### **Legal Construction**

Section 15.04. In case any one or more of the provisions contained in this Lease shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Lease shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **Sole Agreement of the Parties**

Section 15.05. This Lease constitutes the whole of the agreement of the parties hereto and supersedes any prior understandings or writings or oral agreements between the parties respecting the subject matter within it.

#### **Amendment**

Section 15.06. No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

### **Rights and Remedies Cumulative**

Section 15.07. The rights and remedies provided by this Lease are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

### **Waiver of Default**

Section 15.08. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Lease shall be deemed a waiver of any other breach of the same or any other term, condition, or covenant contained herein.

### **Attorney's Fees**

Section 15.09. In the event Lessor or Lessee breaches any of the terms of this Lease whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorney's fees and costs so incurred by such other party.

### **Excuse**

Section 15.10. Neither the Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by any acts of God, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

### **Time of Essence**

Section 15.11. Time is of the essence for this Lease.

### **Exculpation of Lessor**

Section 15.12. If Lessor shall convey title to the Leased Premises pursuant to sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance.

**IN WITNESS WHEREOF**, the undersigned Lessor and Lessee hereto execute this agreement

as of the day and year first above written.

Signed and acknowledged in the presence of:

WITNESSES:

Charlene McLean

Name: Charlene McLean

Marilyn S. Troutman

Name: MARILYN S. TROUTMAN

\_\_\_\_\_

LESSOR:

City of Novi

David B. Landry

David B. Landry, Mayor

Maryanne Cornelius

Maryanne Cornelius, City Clerk

LESSEE:

Debra Bye

By: Debra Bye,

Meadowbrook Commons Hair Salon