Pentoga Park Store- Iron County Michigan

Pentoga Park is looking for an individual or organization to run its campground store. Interested parties must submit bids and follow the County Board approved contract/Lease and rules.

The Contract/Lease/Provisions may be viewed at: https://ironmi.com/opportunities

Submission of bids can be sent via the mail or hand delivered and should be marked with "Pentoga Park Concessions". Deliver to Iron County Courthouse – Administration Office, 2 South Sixth Street, Suite 23, Crystal Falls, MI 49920 Care of Facilities and Parks, bids must be received by January 30th 2026, by noon.

Rob Olsen

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906-875-0616

Iron County Facilities and Parks Supervisor

COMMERCIAL LEASE

Terms and Conditions of lease between the Iron County Board of commissioners (Landlord) and possible new tenant

1. **Premises.** ***Landlord*** leases to ***Tenant*** from May 15, 2026 through October 15, 2026 on terms and conditions specified below:

   a. The concession area located within the Pentoga Park Shelter; and

   b. The Pentoga Park store interior located behind the caretaker's home, however excluding therefrom the restroom and laundry facilities located therein.

2. **Use and Occupancy.** The Premises are to be used and occupied by ***Tenant*** for the operation of retail food and supply sales and for no other purpose without the prior written consent of ***Landlord***. Articles offered for sale should be kept in a neat and orderly manner to preclude hazards to park visitors and adjoining recreational areas. No activity shall be conducted on the Premises that does not comply with federal, state and local statutes, laws, ordinances, rules and regulations, and in particular though not limited to, any Pentoga Park Rules and fire safety code requirements.

   Bulk propane, charcoal in sealed bags, charcoal lighter fluid in cans and safety matches may be sold. No other flammable or inflammable materials, chemicals, fuels, gasoline products or cleaning materials may be sold other than those in properly sealed manufacturers containers.

   All sound emitting devices shall not be in operation between the hours of 8:00 PM through 8:00 AM. All freezers when not in use shall be unplugged from the electrical outlet.

3. **Signs.** ***Landlord*** reserves the exclusive right to the use of the exterior of the building, and ***Tenant*** shall not construct, place or paint any sign or awning or other improvement or apparatus on the exterior of the building without the prior written consent of
   Landlord, which will not be unreasonably withheld. Any signs

   placed in the windows of the Premises shall be in keeping with the character and decor of the building as a whole at ***Tenant's*** sole cost and expense.

4. **Term.** The term of this ***Lease*** shall commence on May 15, 2026 (hereinafter "***Commencement Date***"), and expire on October 15, 2026 (hereinafter "***Termination Date***").

The ***Lease*** shall automatically renew for __ subsequent annual terms unless the parties provide written notice to the other party of lease non-renewal at least 30 days prior to the annual lease ***Termination Date***.

5. **Utilities.** The ***Landlord*** shall at its sole expense as part of this ***Lease*** provide water, heated water and sewer services for the Premises. All other utilities shall be at the expense of the ***Tenant***.

6. **Rent.** The ***Tenant*** shall pay the ***Landlord*** annual rent for the Premises and _/100 ($____) Dollars on or before the ***Commencement Date.*** Rent payments shall be made to ***Landlord*** at the address set forth above.

7. **Security Deposit**. ***Tenant*** shall pay a security deposit of Five Hundred and No/100 ($500.00). The security deposit shall secure the performance of ***Tenant's*** obligation and condition of the Premises under this ***Lease.*** Any balance remaining, after allowance for personal property disposal on termination shall be returned to ***Tenant***.

8. **Acceptance of Occupancy.** ***Tenant*** shall commence occupancy of the Premises on the ***Commencement Date*** and begin payment of rent as called for by this ***Lease.*** ***Tenant*** has inspected the Premises and finds the same in good order and repair, acceptable for ***Tenant's*** intended use of the Premises, and accepts the Premises and common areas as is.

9. **Repairs and Maintenance.** ***Landlord*** shall be responsible for the maintenance, and upkeep of the building, parking lot, driveway sidewalk and for the grounds associated with the leased Premises.
Landlord shall be responsible for snow removal and lawn maintenance, repair and replacement. However, any such maintenance, repairs or replacement for the building or Premises that are caused by the negligence or intentional acts of ***Tenant*** shall be the responsibility of ***Tenant*** to maintain, repair or replace. With the exception of ***Landlord's*** obligations for maintenance, repairs and replacement, ***Tenant*** shall be obligated to repair and maintain the Premises at ***Tenant's*** expense.

10. **Surrender of Premises.** ***Tenant*** shall surrender the Premises to ***Landlord*** at the ***Termination Date*** of this ***Lease*** "broom and mop clean" and in the same condition as at the ***Commencement Date***, excepting normal wear and tear. Any personal property left behind by ***Tenant*** after term of ***Lease*** may be disposed as refuse by ***Landlord*** at the expense of ***Tenant***.

11. **Entry and Inspection.** ***Tenant*** shall permit ***Landlord*** or ***Landlord's*** agents to enter on the Premises at reasonable times and on reasonable notice for the purpose of inspection and repair of the Premises.

12. **Taxes and Assessments.** ***Landlord*** shall pay all real and personal property taxes and assessments levied and made against the Premises. All taxes levied on the

personal property owned or leased by ***Tenant*** shall be the sole responsibility of ***Tenant***.

13. **Alternations.** With the prior written approval of the ***Landlord***, which shall not be unreasonably withheld, the ***Tenant*** may remodel and make improvements to the Premises at the sole expense of the ***Tenant***. The work shall be done without injury to any structural portion of the building and without disturbing ongoing uses of Pentoga Park. Any improvements constructed pursuant to this paragraph shall become the property of ***Landlord*** on the termination of this ***Lease***.

14. **Assignment and Subletting.** ***Tenant*** may not assign, sublet or otherwise transfer or convey its interest, or any portion of its interest, in the Premises to any entity not affiliated with ***Tenant*** without the prior written consent of ***Landlord.*** ***Landlord*** shall have total and absolute discretion regarding its approval of proposed assignments or subleases.

15. **Trade Fixtures.** All trade fixtures and moveable equipment installed by ***Tenant*** in connection with the business conducted by it on the Premises shall remain the property of ***Tenant*** and shall be removed by it at the expiration of this ***Lease.*** ***Tenant*** shall repair any damage caused by such removal and restore the Premises to its original condition.

16. **Insurance.** ***Landlord*** shall, at its expense, insure the building against loss or damage under a policy or policies of fire and extended coverage insurance, including additional perils. ***Tenant*** shall obtain and maintain in full force a comprehensive public liability insurance with limits of not less than Five Hundred Thousand Dollars combined single limits for bodily injury to or death of one or more persons. ***Tenant*** shall also carry general liability and property damage insurance, with both ***Tenant*** and

Landlord as named insured parties, covering any and all claims for injuries to persons occurring in, on, or about the Premises, in an amount not less than Three Hundred Thousand and No/100 ($300,000.00) Dollars, and issued by a company approved by ***Landlord***. The insurance shall contain a waiver of subrogation clause exempting the ***Landlord*** from any liability for any insured loss. ***Tenant*** shall deliver to ***Landlord*** the customary insurance certifications evidencing that the insurance is in effect at all times during the term of the ***Lease***. The policy must further provide for notice by the insurance company to ***Landlord*** of any termination or cancellation of the policy at least 30 days in advance of that event.

17. **Tenant's Liability.** All ***Tenant's*** personal property, including trade fixtures, on the Premises shall be kept at ***Tenant's*** sole risk. ***Landlord*** shall not be responsible or liable to ***Tenant*** for any loss of business or other 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 leased Premises or any part of the building of which the leased Premises are a part or for any loss or damage resulting to ***Tenant*** or its business or property from water, gas, sewer or steam

pipes that burst, overflow, stop or leak; from heating, cooling or plumbing fixtures; or from electric wires or gas odors within the leased Premises from any cause, except as may result from and be directly caused by the intentional negligence of ***Landlord***. The provisions of this section shall not be interpreted to prevent ***Tenant*** from recovering any losses under the coverage provided by ***Landlord's*** fire and extended coverage insurance policy, if any losses of ***Tenant*** are covered by that policy.

18. **Destruction of Premises.** If the Premises are partially damaged or destroyed through no fault of ***Tenant***, ***Landlord*** shall, at its own expense, promptly repair and restore the Premises. Rent shall not abate in whole or in part during the period of restoration. If the Premises are totally destroyed through no fault of ***Tenant*** or if the Premises cannot be repaired and restored within 90 days after the event of destruction, either party shall have the right to terminate this ***Lease,*** effective as of the date of the event, by giving the other party written notice of termination within 10 calendar days after the occurrence of the event. If the notice is given within that time, this ***Lease*** shall terminate and rent shall not be adjusted between the parties. If the notice is not given within the required period, this ***Lease*** shall continue and ***Landlord*** shall repair the Premises.

19. **Mutual Releases.** ***Landlord*** and ***Tenant***, and all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazards covered by insurance on the leased Premises or covered by insurance in connection with property on or activities conducted on the Premises regardless of the cause of the damage or loss. ***Landlord*** and ***Tenant*** shall each cause appropriate clauses to be included in their respective insurance policies covering the Premises waiving subrogation against the other party consistent with the mutual release in this paragraph.

20. **Condemnation.** If the Premises or any part of them are taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, this ***Lease*** shall terminate at the option of either ***Landlord*** or ***Tenant***, effective as of the date the public authority takes possession. All damages for the condemnation of the Premises or building that is awarded for the taking shall be payable to and be the sole property of ***Landlord***.

21. **Indemnity.** ***Tenant*** agrees to indemnify and defend ***Landlord*** against and hold ***Landlord*** harmless from any liability, loss, damage, cost or expense (including attorney fees) based on any claim, demand, suit or action by any person or entity with respect to any personal injury (including death) or property damages, from any cause regarding ***Tenant's*** use of the Premises, except for liability resulting from the intentional acts or gross negligence of ***Landlord*** or its employees, agents, invitees, or business visitors and except for liability resulting from the acts or negligence of persons occupying adjoining property.

22. **Default and Reentry.** If ***Tenant*** neglects or fails to perform its obligation to pay rent when due; if ***Tenant*** neglects or fails to perform any other covenants in this ***Lease*** to be observed and performed on its part for five (5) days after written notice by

Landlord of the default; if ***Tenant*** makes any assignment for the benefit of creditors or a receiver is appointed for ***Tenant*** or its property; or if any proceedings are instituted by or against ***Tenant*** in bankruptcy (including reorganization) or under any insolvency laws, ***Landlord*** may proceed with measures to evict and/or remove ***Tenant*** from the Premises.

23. **Subordination.** This ***Lease*** and ***Tenant's*** rights shall at all times be subordinate to the lien of any mortgage now or later placed on the land and building of which the Premises are a part, and ***Tenant*** agrees to provide any mortgagee with a customary tenant's estoppel letter at the request of any mortgagee with respect to the status of this ***Lease*** or any collateral assignment of this ***Lease*** or the rents under it that ***Landlord*** may make to any mortgagee as additional security for the indebtedness secured by the mortgage. If ***Tenant*** is requested to sign any subordination agreement on behalf of ***Landlord's*** mortgagee, ***Tenant*** agrees to sign a reasonable and customary subordination agreement that includes language providing that ***Tenant's*** interest and rights under this ***Lease*** will not be disturbed as long as ***Tenant*** is not in default under the ***Lease***. ***Tenant*** agrees not to look to any mortgagee, as mortgagee in possession or successor in title to the Premises, for accountability for any security deposit required by ***Landlord*** or any successor ***Landlord*** unless the sum has actually been received by the mortgagee as security for ***Tenant's*** performance of this ***Lease***. Nothing in this paragraph shall be deemed to indicate that ***Tenant*** is under any obligation regarding a security deposit or that ***Landlord*** holds any security deposit, and this section shall apply only if a security deposit is actually given to ***Landlord***. If a mortgagee requires that the proceeds of casualty insurance or condemnation be applied to reduce the mortgage debt rather than to restore damaged or taken property, this ***Lease*** shall terminate, and neither party shall have any further obligation to the other.

24. **Notices.** Any notice required under this ***Lease*** shall be in writing and sent by certified mail, return receipt requested, to the addresses of the parties set forth in this ***Lease*** or to another address that a party substitutes by written notice; and notice shall be effective as of the date of first attempted delivery.

25. **Tenant's Possession and Enjoyment.** ***Tenant***, on the payment of the rent at the time and in the manner stated above and on performance of all the foregoing covenants, shall and may peacefully and quietly have, hold and enjoy the Premises for the term of this ***Lease.***

26. **Holding Over.** If ***Tenant*** does not vacate the Premises at the end of the term specified in this ***Lease***, such holding over shall constitute a month-to-month tenancy at the monthly rental rate of Five Hundred and No/100 ($500.00) Dollars, unless other terms are agreed upon by the parties.

27. Tenant shall at all times (a) maintain the Premises and its employees in a neat, clean and sanitary condition; (b) maintain an operable ice machine on the Premises that is accessible to campers and visitors at all times for the purchase of ice; (c) maintain at all times an adequate inventory of convenience items for campers and visitors, along with an adequate supply of charcoal and charcoal lighter for sale to campers and visitors; (d) regularly in the exercise of good faith attempt to maintain not less than six (6) hours per day of open concession stand and

park store services between Memorial Day weekend and Labor Day weekend, except as otherwise excused in writing by the Park Manager; (e) daily bag all trash and waste generated from the ***Tenant's*** operations with the same to be delivered to waste containers designated by the Park Manager; (f) not permit the sale, use, consumption or manufacture of any intoxicating liquors, drugs or other unlawful substances and/or inappropriate items on or near the Premises; (g) supply all equipment, personnel and inventory to provide a consistent quality level of service to the campers and visitors; and (h) comply with the attached "Operational Rules for Concession Stand."

28. **Entire Agreement.** This Agreement contains the entire agreement of the parties regarding its subject matter. There are no other agreements that are part of this ***Lease*** unless specifically enumerated within, and this Agreement may not be amended or modified except by a written instrument executed by the parties to this ***Lease***.

29. **Waiver.** The failure of ***Landlord*** to enforce any covenant or condition of this ***Lease*** shall not be deemed a waiver of its rights to enforce each and every covenant and condition of this *Lease.* No provision of this ***Lease*** shall be deemed to have been waived unless the waiver is in writing.

30. **Severability.** If any covenant of this ***Lease*** is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining covenants will not in any way be affected or impaired.

31. **Binding Effect.** This Agreement shall be binding on and inure to the benefit of the parties to this ***Lease*** and their respective successors and permitted assigns.

32. **Governing Law.** This ***Lease*** is to be interpreted and construed under Michigan law with the authorship of the ***Lease*** being deemed as mutually drafted by the ***Landlord*** and ***Tenant***.

33. **Time of the Essence.** Time shall be deemed to be of the essence in the performance of this ***Lease.***

34. **Effective Date.** This ***Lease*** shall be effective as of the date first stated above.

RULES FOR USE OF CONCESSION STAND

In addition to any rules or regulatory clauses in the Lease, the following rules shall apply with the respect to the operation of the Concession Stand at Pentoga Park:

1. The outside surfaces of the Concession Stand and the Pavilion will remain free of any and all posters and/or advertisements not expressly permitted by either the County Board of Commissioners and/or the Park Manager at all times.

2. No tacks, nails or tape of any kind will be used outside of the concession stand proper, or to attach posters, ads or other notices to the outside surfaces of the Concession Stand and/or the Pavilion at any time.

3. Absolutely no vehicles whatsoever will be permitted to drive on the grassy area between the parking lot and the beach, or on the concrete surfaces of the Pavilion and/or the Concession Stand except authorized service and/or delivery vehicles, which are permitted to drive to the concession stand area from the parking lot by the most direct route, or to other areas with the permission of the Park Manager. Vehicles permitted to make deliveries to the Concession Stand will not be permitted to remain in the pavilion area, once loaded or unloaded, under any circumstances. (In other words, delivery vehicles will be removed from the area as soon as they are loaded or unloaded and their delivery is complete, regardless of whether or not the driver and/or operator will be staying in the area).

4. Whenever a vehicle enters the pavilion area to load and/or unload, an adult spotter will be used to lead and guide the vehicle on foot, from the time a vehicle enters the area from the parking lot to the time the leaves will be provided.

5. The Tenant may charge a small fee for the use of electrical outlets in pavilion area. However, schools would not be subject to a fee.