

INSTALLATION OF CLOSE CIRCUIT TELEVISION (CCTV)

MEMORANDUM OF AGREEMENT ('the Agreement')

BETWEEN

BESSEMER DOWNTOWN DEVELOPMENT AUTHORITY (Bessemer DDA)

and

Malmberg Properties, LLC / General Insurance Agency, LLC ('the Landlord')

Whereas:

a) The Landlord is the owner of a property situated at

200 S Sophie St. Bessemer, MI 49911 ('the Property')

and

b) Bessemer DDA wants to install a CCTV on the Property to deter litter and to live stream the motorized trail and Ethnic Commons Park; and

c) the Landlord agrees to allow Bessemer DDA to install the CCTV on the Property.

Now therefore the parties agree as follows:

1. The CCTV installation will comprise a mounting set up, CCTV camera, conduit, cables, and where necessary, a UPS Power supply. ('the Installation')
2. Bessemer DDA and/or its installer/contractor will be allowed to enter upon the Property to install the CCTV in a position to be agreed upon by both parties.
3. Bessemer DDA will install the CCTV in accordance with Michigan State Laws governing CCTV Cameras.
4. The Landlord shall allow Bessemer DDA to connect the Installation to the electricity supply of the Property by means of standard electrical plugs.
5. The Landlord agrees to ensure the camera is operational at all times, with exceptions to temporary power outages, and the electricity supply to the Installation is switched on at all times.
6. The Landlord accepts responsibility for payment of electricity supplied in respect of the Installation.
7. All costs to set up, install and/or maintain the Installation will be borne by Bessemer DDA.

8. The Installation will remain the property of Bessemer DDA.

9. Bessemer DDA and/or its installer/contractor will be allowed to enter upon the Property to do maintenance required in respect of the Installation from time to time, such entry to be arranged with the Landlord.

10. The Bessemer DDA is responsible for any attempts to vandalize or tamper the CCTV and will repair any damage to the property caused by such activity.

11. Bessemer DDA shall indemnify and hold harmless Landlord and Landlord's agents, directors, officers, employees, invitees, and contractors from and against all claims, losses, costs, damages, or expenses (including, but not limited to, attorneys' fees) resulting from or arising from any and all injuries, or death of any person or damage to any property caused by an act, omission, or neglect of Bessemer DDA or Bessemer DDA's directors, officers, employees, agents, invitees, or guests, or any parties contracting with Bessemer DDA relating to the Premises. Landlord shall indemnify and hold harmless Bessemer DDA and Bessemer DDA's agents, directors officers, employees, invitees, and contractors from and against all claims, losses, costs, damages, or expenses including, but not limited to, attorneys' fee) resulting from and arising from any and all injuries or death of any person or damage to any property caused by an act, omission, or neglect of Landlord or Landlord's directors, officers, employees, agents, invitees, or guests, or any parties contracting with Landlord relating to the Premises.

12. Bessemer DDA shall keep in full force and effect during the term hereof, (i) a policy of public liability insurance naming the Landlord as an additional insured and protecting the Bessemer DDA from all causes including its own negligence with public liability limits of not less than \$1,000,000 combined single limit on an occurrence basis (ii) \$2,000,000 with respect to the aggregate limits, and (iii) all risk property insurance insuring Bessemer DDA's merchandise, trade fixtures, furnishings, equipment and all items of personal property of Bessemer DDA and including property of Bessemer DDA's customers located on or in the Premises. Bessemer DDA shall deliver policies of such insurance or certificates thereof to Landlord and such policies or certificates shall not be cancelable without (30) days prior written notice to the Landlord, and in the event Bessemer DDA shall fail to procure such insurance or provide Landlord with evidence of the same upon request, Landlord may at its option procure the same for the account of Bessemer DDA, and the cost thereof shall be paid to Landlord as an additional charge upon receipt by Bessemer DDA of bills therefore.

13. Bessemer DDA shall be permitted to monitor the CCTV Camera, which forms part of the Installation, remotely and stream the footage online publicly.

14. Either party can immediately terminate the Agreement, upon written notice.

Dated at 6:15 pm on this 14th day of June 2023.

Bessemer Downtown Development
Authority





Mark Malmberg, Landlord

On behalf of Bessemer DDA and the Landlord

Witnesses:

1. Samantha Don

1. _____

2. _____

2. _____