

## MAINTENANCE AGREEMENT

This agreement is made and entered into, this \_\_\_23\_\_\_ day of \_\_\_October\_\_\_, 2014, by and between the City of Detroit, a body public, through its Department of Public Works (referred to as the "City"), and Hatch Detroit.

NOW THEREFORE, for valuable consideration, including the covenants and undertaking herein contained, it is mutually as follows:

1. Purpose of Agreement: Hatch Detroit owns certain property described as:
  - a. Four (4) bicycle racks, located along Agnes St, between Van Dyke St and Parker St

Which it intends to install for the benefit of a neighborhood commercial/retail initiative promoting walkability, non-motorized transportation, and retail viability in the West Village neighborhood. As the bike racks will be located in the publicly owned sidewalk (R.O.W), Hatch Detroit agrees to maintain the bike racks at their sole expense.
2. Financial Responsibility: It is understood that all physical improvements and repairs set forth herein shall be at the sole cost and expense of Hatch Detroit.
3. Indemnification and Hold Harmless: Hatch Detroit agrees to indemnify, defend, and hold the City harmless from all loss, cost, expense, actions, claims of action, damages and liability (including attorney's fees and costs) for injury to or death of any person or persons and for any damage to or destruction of property arising from the use or maintenance of the bike racks in the City right of way.
4. Insurance: Hatch Detroit to retain responsibility for repair/replacement of bike racks and surrounding concrete in the event of disrepair/damage.
5. Right to Assign: Hatch Detroit may assign its obligations under this agreement to an unrelated third party upon City's prior written consent. Upon such authorized assignment to an unrelated third party, Hatch Detroit's obligations under this agreement will cease.
6. Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
7. Entire Agreement: This agreement constitutes the entire agreement between the parties. Any prior agreement, negotiations or representations not expressly set forth in the agreement are of no force and effect. Any amendment to or modification of this agreement shall be of no force or effect unless it is in writing and signed by an authorized signatory for each of the parties.
8. Successors and Assigns: This agreement shall be binding upon the successors and assigns of Hatch Detroit. This agreement is for the exclusive benefit of the parties stated herein and shall not be deemed to give any legal or equitable right, remedy or claim whatsoever to any other person.
9. Improvement Changes: Any material changes by Hatch Detroit to the public right of way described herein shall be subject to the prior approval of the City.

10. The parties understand that this agreement in no way limits the property rights of the City with regard to the subject public sidewalk or the City's right to convey, alter or eliminate the said public sidewalk.
11. Hatch Detroit and its successors agree perpetually to maintain the subject publicly owned sidewalk and to provide in relation to it, the following services:
  - a. Proper pavement maintenance around the bike racks
  - b. Proper maintenance of the bike racks

Hatch Detroit

*Victoria A. Hatcher*

By: \_\_\_\_\_

It's authorized member

City of Detroit, through its Department of Public Works-City Engineering Division acknowledges this agreement with said company, until the City of Detroit, through its Department of Public Works-City Engineering Division deems this agreement void/useless.

By: \_\_\_\_\_

*City Engineer*

Approved as to form & execution

By: \_\_\_\_\_

*James M. Edwards*  
*Sr. Asst. Corp. Counsel*  
*6/30/2015*

City of Detroit

Law Department