

LICENSE AGREEMENT FOR USE OF FRUITLAND TOWNSHIP PROPERTY

AGREEMENT, made this _____ day of, 20___, by and between Fruitland Township, a municipal corporation, (“Township”) and _____, (“Licensee”) of _____.

IN CONSIDERATION of the exchange of promises set forth herein, the Township and Licensee agree as follows:

1. Township agrees to license to Licensee the use of the following property:
Large Pavilion Building – Nestrom Road Park (“Property”).
2. Licensee is to have the exclusive use of the above referenced Property on the following dates, times and for the following purpose:

Day/Date: _____
Time: _____
Event: _____
Estimated Attendance: _____
3. RESERVATION FEE: Township, upon payment of reservation fee of Twenty-Five Dollars \$25.00 (license fee), to permit Licensee to have exclusive use of the Property described above.
4. MINIMUM AGE: You must be eighteen (18) years of age to license the use of the Property from Township and provide proper identification (i.e., valid driver’s license).
5. HOURS OF USE: Said Property is available for use during the periods of time during the hours the Property is open to the public which unless otherwise agreed to in writing shall be from dawn to dusk.
6. CLEAN UP: The Licensee is solely responsible for cleanup of said Property. All trash must be bagged and deposited in proper receptacles. If the Property is not cleaned in accordance herewith the Licensee agrees to pay for the cost to clean up as billed by the Township.
7. SECURITY: It shall be Licensee’s responsibility to secure and maintain security and shall be at the sole expense of Licensee.
8. LEGAL: Licensee agrees to comply with all the laws of the United States of America and the State of Michigan, County of Muskegon and with all ordinances of Township, in its use of the Property licensed and will not permit anything to be done on said Property in violation thereof. If Licensee violates any of the terms or conditions of the Agreement, Township shall have the right to immediately cancel this Agreement without notice or refund. In the event the violation causes Township damages, Licensee acknowledges and agrees that Township may pursue all of the rights and remedies at law or inequity including, without limitation, the right to

recover court costs and attorney fees which Licensee agrees to pay if Township prevails in any aspect of any such action.

9. INDEMNIFICATION: Licensee agrees to indemnify and hold Township harmless from and against any and all claims, including any claimed litigation expense, court costs, or attorney fees arising out of Licensee's said use of Property and to indemnify and hold harmless from and against any judgment based on any such claims.
10. CANCELLATION: Should Licensee decide to cancel its reservation, the amount received is refundable upon written request to Township for their approval, no later than thirty (30) calendar days prior to the rental date after such time the amount received is nonrefundable. No rain check or refunds will be given due to bad weather or late cancellations. Approval of this Agreement, with or without notice, and refund all monies paid in the event said Property shall be in a state of disrepair caused by acts beyond Townships control such as some physical condition or act of God.
11. INSURANCE: Licensee hereby acknowledges that his/her function is a private event ("Event") and that notice has been received from Township that Township is not providing Licensee with any insurance coverage of any kind including host liquor liability coverage and obtain appropriate licensing if required.
 - a. **Event with Alcohol:** Licensee hereby acknowledges that notice has been given that Township is not providing Licensee for "Host Liquor Liability: coverage of any kind and that if Licensee furnishes alcoholic beverages at his/her Event, Township strongly recommends the Licensee to acquire host liquor liability coverage. _____, INITIALED BY LICENSEE. Licensee further acknowledges notice that Township to be considered a licensee when applying to the Michigan Liquor Control Commission ("MCLL") for any special liquor license that might be required for Licensee's Event. If the Licensee furnishes alcoholic beverages at the Event, and persons who attend the Event are charged an entry fee, or are required to purchase tickets in advance, or Licensee has a cash bar, then Licensee must provide evidence they have complied with the MLCC and present to Township a copy of the License in advance of the Event. It is understood and agreed the Licensee shall have sole responsibility for any and all liability relating to said liquor license and with regard to the furnishing of alcohol. Additionally, if Licensee obtains a license to furnish alcohol Licensee shall obtain and maintain, at his/her sole expense, during the duration of the Event general liability insurance with limits not less than Five Hundred Thousand Dollars (\$500,000.00) prior to the Event and provide Township with evidence of same. Licensee further agrees to comply with paragraph nine (9) above. _____, INITIALED BY LICENSEE.
 - b. **Event with No Alcohol:** Licensee by initialing below hereby acknowledges that no alcohol beverage will be furnished by Licensee at the Event and further acknowledges that Township has recommended to Licensee to obtain general liability insurance for the Event. Licensee hereby agrees to indemnify and hold Township harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Licensee's use of the described Property and to indemnify and hold said Township harmless from and against any judgment based upon any such claims. _____, INITIALED BY LICENSEE.

12. **PERSONAL PROPERTY:** Township assumes no responsibility whatsoever for any property placed in or on said described Property by Licensee and/or Licensee's guests and invitees and Township is hereby expressly released and discharged by Licensee from any and all liability for any such loss. All personal property must be removed from described Property at the conclusion of the Event.

IN WITNESS WHEREBY, Fruitland Township, a Municipal Corporation, by its duly appointed officers or agents and the Licensee named above have caused this Agreement to be signed the day and year first above written.

LICENSEE: I agree to the above terms and conditions. I recognize and am fully aware that if I determine not to purchase separate "Host Liquor Liability" or "Liquor Liability" insurance for the event, I may be held solely and personally liable for damages or injuries that may result if alcoholic beverages are furnished at the Event.

_____ **I DO NOT INTEND TO SERVE ALCOHOL AT THE EVENT.**

_____ **I INTEND TO SERVE ALCOHOL AT THE EVENT.**

Signed: _____ Date: _____
LICENSEE

Print Name: _____

Address: _____ Contact Number: _____

Email Address: _____

Signed: _____ Date: _____
FRUITLAND TOWNSHIP, CLERK

License Fee Paid \$ _____ Date: _____

Received By: _____