

PARK ALCOHOL SALES LICENSE AGREEMENT

This License Agreement ("License"), made and entered into on the date it has been fully signed, is between the Charter Township of Waterford ("Township"), whose address is 5200 Civic Center Drive, Waterford, MI 48329, and the Waterford Area Chamber of Commerce ("Licensee"), whose address is 2309 Airport Road, Waterford, MI 48327, for the use by Licensee of the portion of the Township's Hess-Hathaway Park with an address of 825 S. Williams Lake Road, Waterford, MI 48327, as shown on the attached plan and referred to as the "Premises".

RECITALS:

A. Licensee requested Township Board approval to allow use of the Premises for the sale, service and consumption of alcohol at the Concert-in-the-Park scheduled to be held on June 2, 2022, June 9, 2022, June 16, 2022, June 23, 2022, and June 30, 2022 (the "Events"):

B. Section 12-002 of the Township Code of Ordinances provides an exception from the prohibition on possessing, dispensing and use of alcoholic beverages in Township parks, for specially approved events in conjunction with a service club or other established entity or group that will supervise the possession, dispensing and consumption of alcoholic beverages in compliance with a Michigan Liquor Control Commission ("MLCC") liquor license.

C. On June 23, 2022, the Township Board approved Licensee's request subject to this License being signed and complied with.

IT IS THEREFORE AGREED AS FOLLOWS:

1. Grant of License. For and in consideration of the benefits to the Township of the Events, the Township grants permission by this revocable license for Licensee to use the Premises for alcohol sales, service and consumption at the Events, subject to and in accordance with all of the terms and conditions of this License.

2. Alcohol Use Location, Costs and Expenses. The licensed use shall be limited to the Premises, with Licensee solely responsible for all costs and expenses incurred in the licensed use and in complying with terms and conditions of this License.

3. Use of Premises. The use rights granted in this License are subject to the Township's rights to protect the public health, safety and welfare, and may be suspended or terminated at any time by the Township Parks Superintendent, Police Department, or Fire Department for those purposes, or if the use is creating a nuisance or threatening condition. Licensee assumes all risk of damages from any such suspension or termination and waives and releases the Township from any claims for such damages.

4. Maintenance. Licensee agrees to use and maintain the Premises in a clean, safe and good condition and as required by the Township Parks Superintendent, Police Department, or Fire Department, and to promptly clean up and restore the Premises to the pre-Event conditions after the Events.

5. MLCC License. Licensee's rights to use the Premises for alcohol sales at the Events are conditioned on Licensee obtaining and providing a copy of the required MLCC license and all related MLCC documents to the Township Park Director no later than the day before the Event. The sale of alcohol by Licensee at the Premises shall be in strict compliance with the required MLLC license, with a violation of any condition or requirement of the MLCC license being grounds for the immediate revocation of this License by the Township Park Superintendent or Police Department. Licensee shall provide copies of the MLLC license, bond and other documents related to such alcohol sales to the Township Parks Superintendent.

6. Indemnification. Licensee shall defend, pay on behalf of, indemnify, and hold harmless the Township, its elected and appointed officials, employees, volunteers, and other persons working on behalf of the Township, from and against any and all claims, demands, suits, or loss, including all costs and attorneys fees connected therewith, and from any and all damages which may be asserted, claimed, or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way connected or associated with this License and the use of the Premises for the Events. The Township shall provide notice to Licensee within a reasonable time of the receipt of any claim arising under this License.

7. Insurance. Licensee shall secure and maintain general liability and liquor liability insurance for the Premises in the minimum amount of \$1,000,000.00, and naming the Township and its officials and employees as an additional insured and certificate holder on those policies with proof of such insurance being provided to the Township prior to the Events.

CHARTER TOWNSHIP OF WATERFORD

Date

Gary Wall, Supervisor

Date

Kim Markee, Clerk

WATERFORD AREA CHAMBER OF COMMERCE

Date

Nikki Tippett, Executive Director