

LICENSE AGREEMENT

This License Agreement (the "Agreement") is made this _____ day of May, 2022, by and between the City of Charlotte, a Michigan Municipal Corporation, whose address is 111 E. Lawrence Avenue, Charlotte, Michigan, 48813 (the "Licensor"), and the Friends of Beach Market, a 501(c)3 Non-Profit Corporation, whose address is 100 West Lawrence Avenue, Suite B, Charlotte, Michigan, 48813. (the "Licensee").

THE PARTIES RECITE THAT:

WHEREAS, Licensor owns public real property which Licensee desires to develop, supervise and undertake custodial care of, for the purposes of enhancing its appearance and useability in conjunction with the adjacent Beach Market; and

WHEREAS, Licensor owns property at the south end of City Parking Lot No. 1 directly east of Beach Market and directly west of 140, 142 and 144 South Cochran Avenue, approximately 60 feet in width and 62 feet in depth, and agrees to permit the development of this space with overhead lighting, benches, chairs, tables and similar site furnishings for use by the general public and for any event held at Beach Market.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, the Licensor and Licensee agree as follows:

1. Grant of License. Licensor grants to Licensee the nonexclusive right and privilege to develop, supervise and undertake custodial care of said property, described as approximately 3,710 square feet of property at the south end of City Parking Lot No. 1, directly east of Beach Market and directly west of 140, 142 and 144 South Cochran Avenue, approximately 50 feet in width and 62 feet in depth (illustrated graphically as Exhibit 1); to exclude the easternmost 5 feet of this space to preserve a public pedestrian walkway between Lovett Street and City Parking Lot No. 1.
2. Consideration. For and in consideration of the covenants and agreements contained in this Agreement, the Licensor grants Licensee the described rights without payment of fees or rent until terminated as provided in paragraph 8.
3. Operation, Maintenance, Taxes and Insurance. Licensee will be solely responsible for all costs associated with the development of this area as described in this agreement, including, but not limited to, maintenance, taxes (if any) and insurance.
4. Maintenance. Licensee will properly maintain any items it installs on Licensor's property so as to maintain its appearance and useability.
5. Licenses. All required state, county and city, or other licenses, approvals or permits must be obtained by Licensee. Licensee agrees to reimburse Licensor for any payment, penalties or necessary expenses due to Licensee's failure to obtain any required license.
6. Indemnification. Licensee shall indemnify, defend and hold Licensor harmless from and against any and all claims, loss or liability arising from damage to or

destruction of property or injury to person occurring on account of Licensee's development of the Licensed property.

7. Insurance. Licensee agrees to carry and to continue in force a general liability insurance policy of \$2,000,000.00 (Two Million Dollars), and will list the Licensor as an additional insured party.
8. Term of Agreement. This Agreement shall remain in force for so long as Licensee desires to make use of the property. The Licensor may declare the Licensee in default if Licensee has breached the terms of this Agreement, or if it has violated any federal or state laws or city ordinances. Licensee shall be given 60 days written notice to cure said default and if not cured within said 60 days, the License under this Agreement may be cancelled by Licensor. The Licensee will return the Licensed area to Licensor in a reasonable and useable state of maintenance, or will remove all installed items and return the Licensed area to Licensor in its original condition. Licensee may terminate the License when it no longer desires to use the space.
9. Termination Without Cause. In the event of a non-cause termination of this agreement by the Licensor, the Licensor will compensate Licensee for the actual cost of all improvements made by the Licensee in the Licensed area, less the value of any depreciation or deferred maintenance; value to be determined as of the date of the termination. Licensor will compensate Licensee for the loss of any income from existing event reservations in place at the time of a non-cause termination of the agreement.
10. Exclusive Use. Licensor hereby grants exclusive use of the Licensed area to the Licensee and its designees for all events and activities hosted or sponsored by Licensee. Licensee agrees to allow use of the Licensed area by the general public during times that do not interfere with hosted or sponsored events and activities.
11. Assignment of Rights. The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express and written consent of the other party.
12. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated into this agreement.
13. Modification of Agreement. Any modification of this Agreement of additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party of an authorized representative of each party.
14. Governing Law. It is agreed that this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first set forth above.