

LICENSE AGREEMENT

This License Agreement has been entered into as of the date noted below, by and between 165 E 9 Mile Rd LLC (“Licensor”), having an address at _____ and the Ferndale Downtown Development Authority (“Licensee”), a downtown development authority created pursuant to law, with an address at 300 E. 9 Mile Road, Ferndale, Michigan 48220.

Licensor is the owner of certain property located at Bermuda and E. Nine Mile Road, Ferndale Michigan 48220 in the City of Ferndale, Michigan, (the “Premises”), as described in attached Exhibit A. Licensee desires to obtain a license to utilize the Premises for outdoor seating by the public during the term as set forth below subject to the following conditions.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which the parties acknowledge Licensee and Licensor agree as follows:

1. *Grant of License.* Licensor licenses, grants and permits Licensee a license to use the Premises for outdoor seating by the public for the time period as set forth in Section 4.
2. *Use of Premises.* Licensee may use the Premises for the outdoor seating by the public during the term specified in Section 4. Licensee shall provide the proper upkeep, lawn mowing and maintenance, litter control, and other necessary maintenance at the Premises as reasonably necessary, at its cost, during term of the License. In the event that Licensor provides the lawn mowing and maintenance during the term of the License, Licensee shall reimburse Licensor for the actual cost incurred by Licensor up to a maximum amount of fifteen hundred (\$1,500) dollars. Licensee shall be permitted to locate, at its cost, picnic tables, chairs and trash and recycling bins and shall be responsible for the maintenance, emptying and repair of such items. On the termination of this License, Licensee shall have all such items removed from the

Premises and restore the Premises to the condition existing at the commencement of this Agreement.

3. *Payment for License.* Throughout the term of this License, Licensee shall pay to Licensor the sum of one thousand dollars (\$1,000), plus other good and valuable consideration, the receipt of which is hereby acknowledged, for the term the Premises are used for outdoor seating.

4. *Term of License.* This License shall commence on execution of this Agreement by both parties and end on December 31, 2020. During such Term, Licensor, or any prospective buyer and others it selects, shall have access to the Premises in order to review the site and perform inspections on the Premises. This may cause temporary disruption to the use of the property. The Licensor shall also have the right to display a sign advertising the sale of the Premises consistent with the City's code of ordinances. Licensor reserves the exclusive use of the parking spaces on the north end of the property during the term of the license, see Exhibit A.

5. *Compliance with Laws.* Licensee shall, in connection with its use of the Premises, comply with all applicable laws, ordinances and regulations.

6. *Insurance.* Licensee shall provide general liability insurance policies in the amount not less than One Million dollars coverage per occurrence for any and all claims and damages whatsoever arising out Licensee's use of the Premises under this License Agreement, naming Licensor as an additional insured and noting such coverage as being primary and not contributory. To the fullest extent permitted by law, Licensee agrees to defend, pay on behalf, indemnify and hold harmless Licensor, against any and all claims, demands, suits, loss, including all costs connected therewith, for any damages which may be asserted, claimed or recovered

against or from Licensor which arises out of or is in anyway connected with Licensee's use of the Premises during this Agreement.

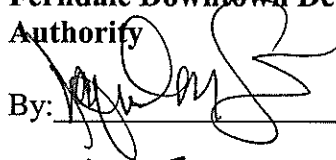
7. *Assignment.* Licensee shall not assign this Agreement nor permit any use of the Premises other than as specified in this Agreement without the prior written consent of the Licensor.

8. *Termination of License.* This License may be terminated, at any time, upon thirty (30) days written notice by either party.

9. This agreement may be executed in counter-parts, each of which shall be an original and all of which counter-parts taken together shall constitute one in the same agreement.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the dates set forth below.

Ferndale Downtown Development Authority

By:  _____

Its: Chair _____

Dated: 6-22-2020 _____

Jacqueline M Smith

165 E 9 Mile Rd LLC

By: _____

Its: _____

Dated: _____

Exhibit A – 165 E. Nine Mile, Ferndale, MI 48220 (25-27-382-020) denoted in red)



Private parking area denoted in blue.

Source: Oakland County Property Gateway