

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this “**Agreement**”) is made on _____, and is by and between Big Brower Lake Improvement Association, Inc., a Michigan nonprofit corporation (“**Licensor**”), and _____ of _____, Michigan _____ (“**Licensee**”).

RECITALS

- A. Licensor owns the real property located at 8476 Brower Lake Drive NE, Courtland Township, Michigan, 49341, Parcel No. 41-07-34-326-032 (the “**Association Lot**”).
- B. Licensee desires to obtain a temporary license from Licensor to use the Association Lot for purposes of [AS EXAMPLES: parking use only; hosting an open house reception] (the “**Event**”).
- C. Licensor is willing to grant such temporary license to Licensee, but only upon the terms and conditions set forth in this Agreement.

AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

- 2. **Grant of License.** Licensor grants to Licensee a temporary license to use the Association Lot (the “**License**”) in accordance with the terms and provisions of this Agreement.
- 3. **Use Fee.** In consideration of Licensor granting the License, Licensee agrees to pay the following fee (the “**Use Fee**”) as applicable:
 - a. If the Event is anything other than solely parking use, License shall pay a one-time fee of [\$50.00 for one-half day and \$100.00 over one-half day].
 - b. If the Event is parking use only (which will not be permitted holidays), the Licensee shall pay a one-time fee of \$20.00.
- 4. **Cleaning Fee.** For any Event, Licensee shall pay a cleaning fee of \$150.00 (the “**Cleaning Fee**”), which shall be returned to Licensee if after the Event there is no damage to the Association Lot and, within 24 hours after the Event, the Association Lot is left clean, which includes without limitation disposing of all debris and trash and sweeping the pavilion area. If the Association Lot is not in the condition specified herein after the Event, then the Cleaning Fee will not be returned. The Use Fee and the Cleaning Fee shall be paid to Licensor at the time this Agreement is signed.
- 5. **Term.** The License shall remain in effect from [time and date to time and date] (the “**Term**”). Licensee shall have exclusive use of the Association Lot during the Term. Licensee shall be permitted reasonable access to the Association Lot for purposes of set-up for the Event. Notwithstanding the foregoing, Licensor reserves the right to terminate the License at any time should Licensor determine, in its sole, reasonable discretion, that Licensee has breached the terms of use set forth in Paragraph 5 below. Such right of termination shall be cumulative of all other remedies available to Licensor hereunder or at law or in equity.

6. Use. Licensee shall use the Association Lot solely for the purpose of the Event. Licensee's use of the Association Lot shall at all times be in compliance with applicable laws, ordinances, rules, regulations, orders and directives of governmental bodies and officials of competent jurisdiction. Licensee agrees that Licensee shall, at its sole cost and expense, fully clean and remove all trash and debris from the Association Lot, sweep the pavilion, and leave the Association Lot in good order, condition and repair and in substantially the same condition as it existed prior to the commencement of the Term.

7. Rules and Regulations. This Agreement is subject to the following:

a. Licensee must use Licensee's own extension cords for power. Any such cord shall be heavy duty of at least 14 gauge.

b. If the Term of the License exceeds four (4) hours, Licensee shall provide a portable toilet on site from a reputable contractor. The portable toilet must be removed promptly at the end of the Event and the cleaning fee will not be returned to Licensee until such removal has occurred.

c. No alcohol is permitted at the Association Lot unless it is served by a catering company with appropriate license to do so and a special events liability insurance policy. Licensor may require that Licensor be named as an additional insured on the policy for the Event. In no event shall guests be charged for the alcohol served at the Event. Proof of license and insurance shall be delivered to Licensor prior to the Event.

d. Use of the Association Lot shall not be conducted in such a way as to become a public nuisance and shall not interfere with vehicular or pedestrian traffic or circulation on any adjoining streets or public open-space areas.

e. Licensee may bring to the Association Lot picnic tables and umbrellas within the Association Lot. All umbrellas shall be properly supported and secured, and must be removed promptly at the end of the Event. The cleaning fee shall not be returned until such removal has occurred.

f. Licensee accepts the Association Lot "AS IS" and with all faults. Licensor has not made, does not make, and has not authorized anyone else to make any representation or warranty as to the Association Lot. Without limiting the generality of the previous statement, Licensor makes no representation about the suitability of the Association Lot for the Event or any other purpose or use.

8. Indemnification. Licensee hereby waives all claims against Licensor for damages to any property or injury to or death of any person in, upon or about the Association Lot arising at any time and from any cause. Licensee shall indemnify, defend (through counsel selected by Licensor in its sole discretion) and hold Licensor and its members, managers, officers, agents, contractors and employees, harmless from and against any loss, damage, claim, liability and cost (including reasonable attorneys' fees and disbursements) arising from (a) breach, default, or violation by Licensee of any of its obligations under this Agreement, or (b) damage to any property or injury to or death of any person arising from or in connection with the use of the Association Lot by Licensee. The foregoing indemnity obligations of Licensee shall include reasonable attorneys' fees, investigation costs and all other costs reasonably incurred by Licensor from the first notice that any claim or demand is to be made or may be made, and shall survive the expiration of the Term.

9. Right of Entry. Licensors and its agents, contractors and employees shall have reasonable rights to enter the Association Lot during the Term to inspect the Association Lot and to confirm Licensee's compliance with the terms of this Agreement.

10. Assignment. Licensee may not assign this Agreement or its rights, privileges, duties or obligations under this Agreement without the prior written consent of Licensor, which consent may be withheld, conditioned or delayed at the sole discretion of Licensor.

11. No Interest in Real Property. This Agreement is not intended to create a lease, an easement or any other interest in real property in favor of Licensee, but merely creates a license in accordance with its terms.

12. Governing Law. This Agreement shall be governed by, and interpreted and construed in accordance with the laws of the state of Michigan.

13. Counterparts. This Agreement may be executed in any number of counterparts, delivered by facsimile, electronic mail or otherwise, and when fully executed by all parties, each counterpart will be deemed one and the same instrument, binding upon all parties.

14. Entire Agreement. This Agreement contains the entire agreement between Licensor and Licensee and supersedes all prior agreements, understandings or covenants, whether oral or written, between Licensor and Licensee, with respect to the subject matter of this Agreement.

15. Amendment. This Agreement may only be modified, altered or amended, in whole or in part, by a written agreement setting forth such changes, signed by Licensor and Licensee.

16. Binding Effect. This Agreement is binding upon the parties hereto and their respective successors, assigns and personal representatives.

17. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, each of which shall remain in full force and effect.

18. Waiver. The failure of a party to promptly enforce a right hereunder shall not constitute a waiver of such right; and, the waiver by one party upon the breach of this Agreement by the other shall not constitute a waiver of subsequent breaches.

19. Authority. The parties intend and expressly warrant that the undersigned representatives have the authority to execute this Agreement and to bind the parties and all successors and assigns to the obligations contained herein.

Licensor and Licensee have caused this Agreement to be executed as of the date first above written.

LICENSOR:

**Big Brower Lake Improvement Association,
Inc.**

By: _____

Name: _____

Its: President

LICENSEE:

By: _____

Name: _____

Its: _____
