

LICENSE AGREEMENT

This License Agreement is made as of _____, 2025, between the Charter Township of Holland, a Michigan charter township, 353 North 120th Avenue, Holland, Michigan 49424 (the "Township") and the Boys and Girls Club of Holland, 583 Riley Street, Holland, Michigan 49424 (the "Club").

RECITALS

- A. The Club is a non-profit corporation that operates in the Township and serves boys and girls who reside in the Township.
- B. Section 20-8 of the Holland Charter Township Code of Ordinances provides that no person shall consume or possess alcoholic beverages in a Township park unless specifically permitted by the Township Board.
- C. The Club desires to serve alcoholic drinks at the Tour de Mac, to be held from 4:30 p.m. to 10:00 p.m. at Dunton Park on July 17, 2025 (the "Event").

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement, the parties agree as follows.

1. License. The Township grants the Club permission to serve alcoholic drinks, and to allow consumption and possession of such alcoholic drinks, at the Event, to be held within the area designated in the May 11, 2022 Tour de Mac Site Plan (the "Site Plan").

2. Term.

A. The term of this License shall be from 4:30 p.m. to 10:00 p.m. on July 17, 2025, unless earlier terminated or revoked as provided below.

B. This License is terminable at the will of the Township Board. However, prior to terminating the license, the Township shall first give the Club written notice that it is considering such action and the date and time of the Township Board meeting at which such action will initially be considered so that the Club may address the Township Board.

3. Use. The License is subject to the following restrictions.

A. The Club shall not charge for alcoholic drinks or charge for admission to the Event unless the Club or a hired caterer obtains an appropriate state liquor license authorizing on-premises consumption during the Event.

B. The service of alcoholic drinks at the Event shall be in compliance with all applicable laws and ordinances and with all rules and regulations promulgated by the Michigan Liquor Control Commission, including any prior Liquor Control Commission approval that may be required.

C. The service and consumption of alcoholic drinks at the Event shall be limited to individuals age 21 or older. The Club shall staff the Event with individuals over the age of 21 to check the identification of persons consuming alcohol. Staff members shall be appropriately trained in examining identification cards and identifying counterfeits.

D. The consumption of alcoholic drinks shall be limited to the area shown on the Site Plan. The Club shall not permit passage of alcoholic drinks to areas outside of the area shown on the Site Plan. The Club shall take such action as is necessary to prevent attendees and/or employees from leaving the Site Plan area while in possession of alcoholic drinks, including but not limited to the placement of appropriate barriers or appropriate physical space between the Site Plan area and other public rights-of-way. The Club shall take such action as is necessary to prevent attendees and/or employees of the Club from providing alcoholic drinks to any persons outside the Site Plan area and who are not guests at the Event.

E. The Club shall not advertise for the service of an unlimited quantity of alcoholic drinks.

F. All alcoholic drinks shall be served by professional bartenders, trained volunteers, or Club staff only. Self-serve alcoholic drinks are prohibited.

G. The Club's service of alcohol shall be discontinued 30 minutes prior to the ending time of the Event.

4. No Assignment/Sublicensing. This License is personal with the Club and does not run with the land. This License shall not be assigned or transferred in any manner by the Club to any other person or business entity, except with the written permission of the Township. The Club represents that the Event is hosted by the Club.

5. Indemnification. The Club agrees to save and hold the Township, its officers, employees, and agents harmless from, and defend and indemnify the Township, its officers, employees, and agents against, any and all claims or lawsuits seeking recovery for damage or injury, including death, and against any other legal proceeding instituted against them directly or indirectly, arising from the service of alcohol at the Event.

6. Insurance. The Club shall obtain and maintain a general liability insurance policy covering Dunton Park and the service of alcoholic drinks at Dunton Park in minimal coverage amounts of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. The policy shall name the Township as an additional insured and certificate holder. Copies of certificates of insurance showing the coverage to be in place, that the premiums are fully paid, and that coverage cannot be terminated or modified except after 30 days' prior written notice to the Township, shall be provided to the Township. Upon request, the Club shall provide the Township with copies of the policies of insurance and all endorsements.

7. Surrender. The Club shall return the area designated in the Site Plan to the Township at the termination of the License in as good a condition as the date of execution of this Agreement, excepting normal wear and tear and damage by the elements.

8. Miscellaneous.

A. Any notices, reports, or statements required to be served hereunder shall be sufficiently given if mailed by first class mail addressed to the Township and the Club at their respective addresses stated above. Notice shall be deemed to have been given upon the date of mailing.

B. This Agreement is written pursuant to the laws of the State of Michigan and was made in Ottawa County, Michigan. This is the entire agreement between the parties regarding its subject matter. There are no prior or contemporaneous agreements. This Agreement may not be modified or amended except in writing, signed by the parties.

C. The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this Agreement shall be deemed to have been waived unless such waiver shall be in writing.

D. The captions of this Agreement are for convenience only and shall not be considered as part of this License or in any way limiting or amplifying its terms and provisions. The recitals, however, are an integral part of this Agreement.

The parties have caused this Agreement to be executed as of the date first written above.

HOLLAND CHARTER TOWNSHIP

BOYS & GIRLS CLUB OF HOLLAND

By: _____
Russ TeSlaa, Supervisor

By: _____
Name: _____
Its: _____

By: _____
Michael Dalman, Clerk

By: _____
Name: _____
Its: _____

Date signed: _____, 2025

Date signed: _____, 2025