

License Agreement

This License Agreement is entered into effective as of _____ 20____ between the Imlay City Downtown Development Authority (Licensor) and _____(Licensee).

Whereas the Imlay City Downtown Development Authority (ICDDA) has established “@ 150 POP” to transform 150 Bancroft Street, Imlay City, MI 48444, (Space) with pop up art and/or business ventures in Imlay City, Michigan.

Whereas, the Licensee’s project as described in the attached document (the Project) has been selected to participate in @ 150 POP and

Whereas, Licensor wishes to permit Licensee to conduct the Project in 150 Bancroft Street pursuant to the terms and conditions of this Agreement.

Now, therefore, the parties hereto, in consideration of the foregoing facts, and intending to be legally bound, hereby agree as follows:

1. Grant. In consideration of the mutual promises and obligations contained in this Agreement, Licensor hereby grants to Licensee the right and license to occupy and use the Space during the Term of this Agreement, upon the terms and conditions set forth herein (the License). Licensee accepts the License upon such terms and conditions. Licensee agrees that it shall be solely responsible for any and all costs and expenses incurred by Licensee relating to the performance of the activities arising from the Project or its use of the Space.
2. Term and Termination. The term of this Agreement shall commence on _____ and will end _____ (Term). This Agreement, and the License granted to licensee, shall terminate upon the expiration of the Term. Moreover, this Agreement may be terminated prior to the expiration of the Term as follows:
 - a. Immediately by Licensor, if Licensee shall fail in the performance of or compliance with any of the covenants, agreements, terms or conditions contained in this Agreement and such failure shall continue for a period of 30 days after written notice thereof from Licensor to Licensee
 - b. Any time by the mutual agreement of Licensee and Licensor.
3. Security Deposit. The Licensee shall pay the Imlay City DDA a security deposit of \$500.00 at the beginning of the term of this Agreement and the Licensor will hold the deposit for the duration of the term without interest. The Licensor may use all or a portion of the Security Deposit to pay for the Licensee’s use of electricity, gas, and/or water and sewer during the term of the Agreement. The Security Deposit may also be used to repair damages incurred in the Space during the Agreement and/or cleaning fees due to excessive wear and tear. The Licensor will provide the Licensee with a written notice including an itemized list as to why the full Security Deposit amount is not being returned to the Licensee and a check for any remaining Security Deposit owed to the Licensee after the allowed deductions have been made within 15 days of the termination of the Agreement.

4. Utilities. The Licensee shall pay for utilities costs during the term of this Agreement as set forth below.
 - a. Electricity costs shall be paid by the Licensee
 - b. Gas costs shall be paid by the Licensee
 - c. Water and sewer costs shall be paid by the Licensee
 - d. Disposal of garbage is the responsibility of Licensee
5. Use of Space. Licensee's use of the Space shall be limited to the installation and operation of the Project and other uses incidental thereto (Permitted Uses).
6. Licensee's Risk. The entry upon and use of the Space and all other activities of Licensee in, on or about the Space shall be at the sole risk and expense of Licensee. Licensee has inspected the Space prior to the execution of this Agreement and agrees to accept the Space and access thereto in its present condition "as is". Licensor shall not be liable for any damage to property of Licensee or injury to Licensee or its employees, agents or invitees due to the condition of the Space or Licensee's use of the Space, except for conditions arising after the date of this Agreement due to Licensor's gross negligence.
7. Permits. Licensee warrants to Licensor that Licensee will obtain all necessary federal, state and local permits, authorizations and approvals required for the Permitted Uses and shall strictly comply with the provision of paragraph 8 hereof. The ICDDA will assist the Licensee in obtaining the necessary permits.
8. Alternations. Licensee is prohibited from making, causing or permitting to be made, any alterations, improvements or additions to the Space, or any part thereof, except as necessary or reasonably desirable to install and operate the Project. All alterations, improvements and additions to the Space shall be in accordance with the applicable laws, rules and regulations. Licensor reserves the right to require Licensee to remove any and all alterations, improvements or additions at the termination or expiration of the Term of this agreement. Licensee shall be solely responsible for all costs, expenses, liens, claims, damages or injuries to either persons or property arising out of, or resulting from the undertaking, making or removal of an alteration, improvement or addition by Licensee or on behalf of Licensee.
9. Compliance. Licensee agrees to comply with all applicable codes, ordinances, rules, regulations and laws in connection with its occupation and use of the Space, including, but not limited to, applicable health and public safety laws, as well as any and all federal, state and local tax laws, and further Licensee shall not to use or occupy the Space or any part thereof for any purpose or use, other than the Permitted Uses.
10. Insurance. The Licensee shall obtain the following insurance for the Term:
 - a. Commercial General Liability insurance to cover liability arising out of the operations of the Licensee. The limit should be \$1,000,000. Combined single limit per occurrence. Coverage should include products and completed operations and personal injury.
 - b. If required by law, Workers Compensation and Employers Liability insurance covering the statutory requirements of Michigan.
 - c. Waiver of Subrogation in favor of Licensor on both the Commercial General Liability and the Workers Compensation and Employers Liability policies.
 - d. The Commercial General Liability policy should include Licensor as an Additional Insured and coverage should apply on a primary basis and non-contributory basis.

11. Limitation of Liability. Except for the reimbursement of utilities as provided in Section 3 and for any claim arising from the gross negligence or willful misconduct of Licensee, the aggregate liability of Licensee to Licensor with respect to any Claim shall not exceed the proceeds of insurance received from insurance coverage relating to such Claim under the policies required to be maintained by Licensee pursuant to Section 9. For purposes of this Section, "Claim" shall mean any liability of Licensee to Licensor arising under or relating to this Agreement, whether such liability is based on breach of contract, tort (including negligence), indemnity, contribution, strict liability or any other legal or equitable theory. Licensee acknowledges and agrees that Licensor shall have no liability to Licensee whatsoever, including, without limitation, liability for incidental or consequential damages, loss of business, or otherwise, for terminating this Agreement in accordance with the terms set forth in this Agreement.
12. Indemnification. Licensee hereby covenants and agrees to defend, indemnify and hold harmless the Licensor, its agents, officers, directors, members and employees of and from all liability, claims, actions, causes of action, lawsuits and demands including attorney's fees and costs, fines and/or penalties for personal injury, bodily injury, death (including personal injury, bodily injury or death of the Licensee's own employees or the employees of any subcontractor) and/or property damage arising out of or in any way related to the Licensee's use of the Space or associated with the breach of this Agreement, except to the extent arising from Licensor's acts or omissions.
13. Acknowledgement of License. Licensee acknowledges and agrees that the License granted in this Agreement (a) is merely a license; (b) is neither a lease or an easement; (c) does not convey an interest in any portion of the realty described or referred to herein nor is coupled with any other interest related to any portion of the realty described or referred to herein (in either form or effect); (d) is merely a privilege granted to Licensee by Licensor and (e) may not to be recorded by any party.
14. Assignment by Licensee. This Agreement and the rights and duties of Licensee hereunder may not be assigned by Licensee.
15. Notices. All notices, demands, and communications provided herein or made hereunder shall be in writing, and shall be deemed to have been given (i) upon receipt, when personally delivered, or (ii) upon receipt or tender of delivery when sent by certified mail, return receipt requested, or (iii) on the first business day after being sent by overnight delivery service, or (iv) on the first business day after transmission when sent by facsimile transmission, with hard copy simultaneously sent by regular mail, certified mail or overnight delivery. All notices shall be addressed to the party to receive such notice as follows, until some other address shall have been designated in a written notice given in like manner, and shall be deemed to have been given or made when so delivered or mailed:

If to Licensor: Imlay City Downtown Development Authority
Dana Walker
150 N. Main Street
Imlay City, MI 48444

If to Licensee to: (Business Name)
 (Attention to)
 (Address)

(City, State)

16. Vacation of Space. At the expiration of the Term, or upon termination of this Agreement by Licensor, Licensee shall vacate the Space and leave the premises in broom-clean condition, and deliver the Space to Licensor in its original condition, normal wear and tear excepted. If improvements are made to the space, the Licensor may approve the License to vacate and leave the premise in an improved condition. In addition, Licensee shall promptly remove all of Licensee's personal property, equipment and inventory from the Space. Upon Licensee's failure to do so, Licensor may remove Licensee's personal property, including equipment and inventory, from the Space and have them delivered to Licensee, placed in storage at Licensee's expense or discarded, at Licensor's sole discretion. All perishable items will be disposed of as Licensor deems appropriate, without compensation to Licensee.
17. WAIVER OF JURY TRIAL. LICENSEE HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION COMMENCED BY OR AGAINST LICENSEE WITH RESPECT TO THIS AGREEMENT.
18. Miscellaneous.
 - (a). Binding Effect, Successors and Assigns. This Agreement shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and permitted assigns.
 - (b). Amendment or Waiver. No waiver, amendment, modification or other change of any term, condition or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the party against whom such waiver, amendment, modification or change shall operate or be enforced.
 - (c). Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement by facsimile transmission or electronic transmission (including the delivery of documents in Adobe PDF format) shall constitute execution and delivery of this Agreement for all purposes, with the same force and effect as execution and delivery of an original manually signed copy hereof.
 - (d). Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive law of the State of Michigan, without regard to its principles of choice of laws. Each party hereby irrevocably consents to exclusive personal jurisdiction and venue in Lapeer county, Michigan, with respect to any actions, claims or proceedings arising out of or in connection with this Agreement, and agrees not to commence or prosecute such action, claim or proceeding other than in the state or federal court (if federal jurisdiction exists) located in Lapeer County, MI.
 - (e). Severability; Waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other portion of this Agreement. No failure or delay by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.
 - (f). Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior understanding or agreement relating hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to have effect as of the date first set forth above.

Licensor:

Licensee:

By:

By:

Name:

Name:

Title:

Title: