

LICENSING AGREEMENT FOR USE
OF THE FELT MANSION

The Laketown Township Board and the Laketown Township Building Authority welcomes your use of the Felt Mansion. We hope your event will be a success and that you find the facilities suited to your needs.

This Licensing Agreement (the “**Agreement**”) for use of the Felt Mansion, or a portion thereof listed below, and its immediate grounds and parking areas (the “**Felt Mansion**”) is made on , 2010, by and between Laketown Township (the “**Township**”), and (the “**Licensee**”), upon the following terms and conditions.

Section 1. Term. Subject to the terms below, this Agreement shall permit the Licensee and the Licensee’s guests access to and proper use of the (**Room**) on the following date: , 2010 (the “**Event Date**”), commencing at **a.m./ p.m.**, and ending at **a.m./ p.m.** Access to the Felt Mansion is not permitted prior to the commencement time on the Event Date. ***The Licensee, all guests, and all evidence of their presence must be removed from the Felt Mansion by the ending time, but no later than 1:00 a.m., on the Event Date. All music shall end by midnight. Should rental companies/caterers’ items be left for later pick-up, the items must be confined to the outer storage room in the basement (directly below the west balcony).*** Items must be picked up no later than noon on the following business day after the event. Access to the Felt Mansion at any other time or in any other manner is not permitted without the written permission of the Township. Any preparatory time needed prior to the event must be considered when specifying the commencement time and will be charged for accordingly.

If the Licensee, all guests, and all evidence of their presence at the Felt Mansion are not removed by the ending time on the Event Date, the Licensee must pay an additional **dollars(\$)** for each additional hour, or any portion thereof, until the Licensee, all guests, and all evidence of their presence are removed from the Felt Mansion.

Section 2. Cost and Security Deposit. The Licensee agrees to pay the Township the sum of **dollars (\$)** for the use of the Felt Mansion on the Event Date. One-half of this amount (**\$**) is due and payable with this contract as a non-refundable deposit to secure the availability of the Felt Mansion on the Event Date. This amount is payable in cash, credit card or certified funds at the Laketown Township Hall during normal business hours or via mail to: Laketown Township Hall 4338 Beeline Road Holland, MI 49423. The balance of the amount due (**\$**) must be paid in the same manner at least sixty days () in advance of the Event Date.

The Licensee also agrees to furnish the Township a credit card number as a security deposit at the signing of this agreement. The Security Deposit will be held by the Township, as security for the Licensee’s faithful performance of all the required terms, covenants, and conditions placed by this Agreement upon the Licensee. If the Licensee fails to perform under the terms of this Agreement, then the Township, at its option, may appropriate and apply as much as may be necessary, to compensate the Township for losses or damages it sustains due to the Licensee’s failure.

In the same manner, if for any reason other than an act of God, the mansion becomes unavailable for use due to an unforeseen structural or functional catastrophe, a full refund of all payments will be issued to the licensee.

The Licensee recognizes that the Felt Mansion Restoration Project is a work in progress. The Township will strive to have the facility in the same or better condition than when viewed by the Licensee. However, the Licensee recognizes some areas of the project may be under restoration that were not previously begun during viewing.

Section 3. Use of Felt Mansion.

- A. Decorations. The Licensee and the Licensee's guests may bring decorations for their event at the Felt Mansion. However, decorations may only be affixed to the interior or exterior of the Felt Mansion by tying them in place. No tape, glue, or other adhesive may be used to affix decorations to the interior or exterior of the Felt Mansion.

The Licensee must also take into consideration the scheduled seasonal décor of the Felt Mansion. Seasonal decorations as set by staff cannot be altered or removed for purposes of an event.

- B. Alterations. No alterations, changes, or replacements shall be made by any person to any part of the interior or exterior of the Felt Mansion. This prohibition includes walls, windows, ceilings, doorways, and all other parts of the Felt Mansion.
- C. Tables and Chairs. The Licensee may, but is not required to, use the tables and chairs provided at the Felt Mansion. They are for indoor use only. Neither linens nor centerpieces are provided by the Felt Mansion.
- D. Storage. No materials shall be placed or stored in any of the storage rooms of the Felt Mansion except with prior written approval from the Township. If storage space is assigned, it will be on a first come-first serve basis as coordinated by the Event Coordinator or Township Manager. The Township assumes no responsibility for items which are placed in the Felt Mansion.
- E. Heating, Cooling, and Lighting. Neither the Licensee nor the Licensee's guests may alter, supplement, install, or otherwise change the heating, cooling, or lighting system of the Felt Mansion. This Section does not prevent the Licensee or the Licensee's guests from bringing additional, free-standing lights or fans to the Felt Mansion on the Event Date.

Section 4. Food and Beverages.

- A. Alcoholic Beverages.

1. Applicable Laws. Any serving of beer, wine, or alcoholic beverages shall be only in accordance with the rules and regulations of the Michigan Liquor Commission and those of the Township. Persons not legally permitted to consume or possess beer, wine, or alcoholic beverages are not permitted to consume them or be served them or possess them at the Felt Mansion. By way of example only, persons who may not be permitted to consume or be served beer, wine or alcoholic beverages include those under the age of 21 and those who are intoxicated. Persons under the age of 21 may not even possess beer, wine or alcoholic beverages.
2. No Sale, Purchase, or Charge for Alcoholic Beverages. In accordance with State law and Township ordinance, no retail sale of beer, wine or alcoholic beverages is allowed at the Felt Mansion. Therefore, no ticket price, admission fee, or any other cost may be charged for admission to or participation in a function involving the serving of beer, wine, or alcoholic beverages at the Felt Mansion.

State law defines the “sale” of alcoholic liquor to include “. . . exchange, barter or traffic, furnishing or giving away. . . .” Therefore, no business establishment, including an individual, in the business of supplying food and/or drink to customers may sell, exchange, furnish or even give away beer, wine or alcoholic beverages at the Felt Mansion.

This provision does not prevent the presence of beer, wine, or alcoholic beverages, nor does it prohibit an individual who is not in the business of supplying beer, wine or alcoholic beverages to customers from distributing such liquid to individuals on a no-cost basis, as long as the individuals are lawfully at the Felt Mansion at the time, and as long as the individuals are not legally precluded from being served or possessing beer, wine or alcoholic beverages (e.g., because of being intoxicated, because of being under the age of 21 years, etc.).

- B. Food Service and Preparation. The kitchen in the Felt Mansion may be utilized for warming and serving food brought into the Felt Mansion. However, no basic food preparation, cooking, or baking is allowed in the Felt Mansion. Catered meals may be served at the Felt Mansion. **All caterers must be licensed and have a current caterer agreement with the Felt Mansion and be included on the Felt Mansion approved caterer list.**

Section 5. Clean Condition. Upon completion of the Licensee’s use under this Agreement, the Felt Mansion must be returned to the same condition as before the use. All rubbish and trash must be left in the appropriate containers provided. Littering is prohibited inside or outside of the Felt Mansion.

Section 6. Parking. No vehicles may be parked at the Felt Mansion except in designated parking areas. The Licensee and the Licensee's guests are not permitted to park any type of vehicle, including motorcycles and bicycles, on lawns or sidewalks or areas not designated for vehicular parking.

Section 7. Responsibility, Insurance Requirements, and Indemnification. The Township is not responsible for any damages or injuries to persons or property, not directly caused by the Township, occurring during the use of the Felt Mansion for any function, whether or not authorized by the Township.

No person who is on the premises of the Felt Mansion may cause any damage to persons or property. The Licensee is solely responsible and liable for any damages which may occur at the Felt Mansion on the Event Date.

The Licensee agrees to and will indemnify and hold the Township harmless against all losses, damages, costs, and expenses, including reasonable attorney fees, resulting from the Licensee's and/or the Licensee's guests' use of and/or presence at the Felt Mansion on the Event Date or any holdover period.

Section 8. Revocation of License. In the event that the Licensee or any of the Licensee's guests violate any provision of this Agreement or otherwise misuse the Felt Mansion, whether before, during or after the Event Date, the Township may revoke the Licensee's license to use the Felt Mansion and may eject the Licensee and the Licensee's guests from the Felt Mansion.

Because of the difficulties and inconvenience in attempting to establish the loss to the Township if the Licensee's license is revoked or the Licensee otherwise breaches this Agreement, the Licensee will forfeit the Security Deposit as liquidated damages, and not as a penalty, as the reasonable estimate of fair compensation for the foreseeable losses that might result from the revocation or breach.

Misuse of the Felt Mansion includes, without limitation, violation of any of the provisions of this Agreement, violation of any Federal or State laws or Township ordinances by the Licensee and/or the Licensee's guests, disturbing the public quiet, creating a public or private nuisance, or contributing to a situation that is deemed by representatives of the Township having reasonable knowledge of the circumstances to be potentially dangerous to public health, safety or welfare.

Section 9. Severability. If any provision of this Agreement is held invalid or unenforceable, that provision alone shall be deemed omitted from this Agreement, and only to the extent to which it is held invalid. The remainder of this Agreement shall remain in full force and effect.

The Licensee agrees to abide by all the terms and conditions stated in this Agreement and all applicable Federal, State, and Township laws and ordinances.

IN WITNESS WHEREOF, the parties have signed this Agreement effective as of the date and year first written above.

WITNESSES

LICENSEE

_____ By: _____

Dated: _____, 2010 CC# _____

Name on Card _____

Exp. Date _____ CVC # _____

LAKETOWN TOWNSHIP

Dated: _____, 2010 By: _____
Its Manager

Dated: _____, 2010 By: _____
Its Rental Coordinator

Mansion\FeltLicenseAgreement

EVENT DATE:

CONTRACT NAME: