

## LICENSING AGREEMENT FOR USE OF THE FELT ESTATE

Welcome to the Felt Estate. We hope your event will be a success and that you find The Felt Estate suited to your needs.

This Licensing Agreement (the "Agreement") for use of the Felt Estate, as listed below in Section 1, and its immediate grounds and parking areas (the "Felt Estate") is made on \_\_\_\_\_, 20\_\_, by and between the Friends of the Felt Estate (the "Friends") and \_\_\_\_\_ (the "Licensee"), upon the following terms and conditions.

**Section 1. Term and Scope.** Subject to the terms below, this Agreement shall permit the Licensee and the Licensee's guests access to and proper use of the Felt Estate including the following: [Felt Mansion, West Lawn Tent, Carriage house, Chapel at Shore Acres, Overnight Stay, Ceremony Site or other customized area of the Felt Estate] on the following date: \_\_\_\_\_, 20\_\_ (the "Event Date"), commencing at 12:00 p.m., and ending at 11:59 p.m. Access to the Felt Estate 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 Estate by the ending time, but no later than 11:59 p.m., on the Event Date. All music shall end by 11:00 p.m. Access to the Felt Estate at any other time or in any other manner is not permitted without the written permission of the Friends. 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 Estate 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 Estate.

**Section 2. Cost and Security Deposit.** The Licensee agrees to pay the Friends the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) for the use of the Felt Estate on the Event Date. One-half of this amount (\_\_\_\_\_ dollars [\$\_\_\_\_\_]) is due and payable with this Agreement as a non-refundable deposit to secure the availability of the Felt Estate on the Event Date. This amount is payable by credit card, check or certified funds at the Felt Estate during normal business hours payable to: Friends of the Felt Estate. Payments may be mailed to Holden Alee PO BOX 888168 Grand Rapids, MI 49588. Credit card payments will incur a service fee. The balance of the amount due (\_\_\_\_\_ dollars [\$\_\_\_\_\_]) must be paid in the same manner by \_\_\_\_\_.

The Licensee also agrees to furnish the Friends a credit card number as a security deposit at the signing of this Agreement. The Security Deposit will be held by the Friends, 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 Friends, may exercise an option to appropriate and apply as much as may be necessary to compensate the Friends for losses or damages sustained due to the Licensee's failure.

In the same manner, if for any reason, other than an act of God, the Felt Estate 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 Estate Restoration Project is a work in progress. The Friends 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 Estate.**

1. Decorations. The Licensee and the Licensee's guests may bring decorations for their event at the Felt Estate. However, decorations may only be affixed to the interior or exterior of the Felt Estate 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 Estate. Use of confetti, streamers, sparklers and fake flower petals is not permitted.

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

2. Alterations. No alterations, changes, or replacements shall be made by any person to any part of the interior or exterior of the Felt Estate. This prohibition includes walls, windows, ceilings, doorways, and all other parts of the Felt Estate.
3. Tables and Chairs. The Licensee may, but is not required to, use the tables and chairs provided at the Felt Estate. The Licensee may, but is not required to, use the tables and chairs provided at the west lawn tent. They are for use in the tent and patio only. Licensee may, but is not required to, use the chairs provided for ceremony. They are for use in front of the chapel, water garden, or mansion entrance. For ceremony chairs to be set up in a back-up rain location instead of outdoors we require twenty-four (24) hours notice. Neither linens nor centerpieces are provided by the Felt Estate.
4. Storage. No materials shall be placed or stored in any of the storage rooms of the Felt Estate except with prior written approval from the Friends. If storage space is assigned, it will be on a first come-first serve basis as coordinated by The Friends. The Friends assume no responsibility for items which are placed in the Felt Estate.

5. 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 Estate. This Section does not prevent the Licensee or the Licensee's guests from bringing additional, free-standing lights or fans to the Felt Estate on the Event Date.
6. Additional and Specialty Furnishings. Any additional and/or specialty furnishings required by the Licensee must be rented from The Rental Company, 430 West 17<sup>th</sup> St., Holland, MI 49423 unless otherwise approved by The Friends.
7. Policies and Procedures. The Licensee agrees to adhere to all policies and procedures outlined in The Felt Estate Policies and Procedures Manual.

#### **Section 4. Food and Beverages.**

1. 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 Laketown 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 Estate. 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 Laketown Township ordinance, no retail sale of beer, wine, or alcoholic beverages is allowed at the Felt Estate. 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 Estate.

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 Estate.

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 Estate 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.).

2. **Food Service and Preparation.** A kitchen in the Felt Estate may be utilized for warming and serving food brought into the Felt Estate. However, no basic food preparation, cooking, or baking is allowed in the Felt Estate. Catered meals may be served at the Felt Estate. All caterers must be licensed, have a current caterer agreement and be in good standing with the Felt Estate, and be on our exclusive caterer list.

**Section 5. Clean Condition.** Upon completion of the Licensee's use under this Agreement, the Felt Estate 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.

**Section 6. Parking.** No vehicles may be parked at the Felt Estate 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. Photography and Videography.** The Friends reserves the right to use photography or videography of the licensee's event in future print and digital promotional material. The Friends may use images and video footage they capture or those provided by vendors contracted by the licensee.

**Section 8. Responsibility, Insurance Requirements, and Indemnification.** The Friends are not responsible for any damages or injuries to persons or property, not directly caused by the Friends, occurring during the use of the Felt Estate for any function, whether or not authorized by the Friends.

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

The Licensee agrees to and will indemnify and hold The Friends, its agents, representatives, employees and subcontractors 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 Estate on the Event Date or any holdover period.

**Section 9. 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 Estate, whether before, during, or after the Event Date, the Friends may revoke the Licensee's license to use the Felt Estate and may eject the Licensee and the Licensee's guests from the Felt Estate.

Because of the difficulties and inconvenience in attempting to establish the loss to the Friends 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 Estate includes, without limitation, violation of any of the provisions of this Agreement, violation of any Federal or State laws or Laketown 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 Friends having reasonable knowledge of the circumstances to be potentially dangerous to public health, safety, or welfare.

**Section 10. 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 Laketown Township laws and ordinances.

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