LICENSE AGREEMENT

THIS LICENSE AGREEMENT has been entered into as of _____, _____, by and between SPRING LAKE YACHT CLUB, a Michigan corporation, of Spring Lake, Michigan, (the "Licensor") and _____, (the "Licensee").

The parties agree as follows:

1. *Grant of License*. Licensor grants Licensee a personal, nontransferable, revocable license to use the "Club House" facility located at 17546 West Spring Lake Road, Spring Lake, Michigan, (the "Facility"), on _____, _____, from 4:00 p.m. to 12:30 a.m**. Licensee and its contractors shall not enter the Facility earlier than 4:00 p.m. without the express, written consent of the Licensor**. SLYC shall not be responsible for the provision of any food, beverage or other service as part of this Agreement.

2. *Use of the Facility*. Licensee shall use the Facility for the private, non-commercial purpose of: _____.

3. *Maximum Number of Persons*. The Facility shall be occupied by not more than _____ persons.

4. *Cleanup of Facility*. Following Licensee's use of the Facility, Licensee shall be responsible for policing the Facility and returning it to a "broom-clean" condition which shall be equal to the condition of the Facility prior to the rental, unless written permission is obtained from Licensor in advance. "Broom-clean" condition shall include (but not be limited to) the following:

(a) clearing, cleaning and returning all tables and chairs to their stored locations;

(b) assuring that all lights, heat and/or air conditioning are properly turned off;

(c) assuring that all garbage and refuse is properly placed in those containers provided and, at the end of any use depositing the contents of such containers in the dumpster maintained on the premises;

(d) removing any and all decorations and other personal items; and

(e) assuring that the doors to the facility are properly locked and keys returned to Licensor's agent within 12 hours.

5. *Rental Fee, Security Deposit, and Cleaning Fee*. Licensee shall pay Licensor a Total Fee of (1) $_____ rental fee, and (2) $250.00 security deposit. The Total Fee shall be paid: (a) 50% at the time the License Agreement is signed in order to secure the rental date; and (b) the remaining 50% on or before 30 days before the date set forth in Paragraph 1. The security

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deposit shall be refunded in full within 30 days after the date set forth in Paragraph 1 if no damage is done to the Facility; however, if in the judgment of the Licensor, damage is done to the Facility, or if it is left in an unclean condition (See Paragraph 4), (a) the security deposit, or any appropriate part of it, may be retained to pay for necessary repairs or cleaning, and (b) if the damage done or cost of cleaning exceeds the amount of the security deposit, the Licensee shall be liable for and shall pay on demand any excess.

6. *No Sale of Food or Liquor*. Licensee shall neither sell nor offer for sale any food, alcoholic liquor, ice, mixers, or other liquids used with alcoholic drinks in connection with its use of the Facility, nor will Licensee assess any type of fee or cover charge in connection with the consumption of alcoholic beverages.

7. *Compliance with Laws*. Licensee shall, in connection with its use of the Facility, comply with all applicable laws, ordinances and regulations, and all health and fire codes. This includes, but is not limited to, alcohol consumption laws and noise ordinances.

8. *No Liability, Release and Covenant Not to Sue, Indemnification*. In consideration for the use of the property, Licensee or Licensee's agents, employees, invitees, guests, heirs or assignees, hereby releases and covenants not to sue Licensor for any and all damages arising out of personal injury, property damage, or loss of life or property caused by, or arising out of or in connection with, Licensee's use of the Facility. Licensee shall defend, at its own expense, and hold the Licensor harmless from and indemnify it against any claim, loss, expense or damage arising out of or in connection with Licensee's use of the Facility and any act or neglect of the Licensee or its agents, employees, invitees or guests.

9. *Fire Hazards*. To protect against fire hazard, Licensee shall not modify the Facility without the written consent of the Licensor.

10. *Rules and Regulations*. Licensee shall comply with any rules and regulations from time to time adopted by Licensor in connection with the use of the Facility. Such rules and regulations, **attached as Exhibit A**, shall be considered a part of this Agreement and are hereby incorporated.

11. *Assignment*. Licensee shall not assign this Agreement nor permit any use of the Facility other than as specified in Paragraph 2 of this Agreement without the prior written consent of the Licensor.

12. *Not Employment-Related*. It is understood and agreed between Licensor and Licensee that use of the Facility pursuant to this License Agreement shall be personal in nature only. The Facility shall not be used for or in connection with activities arising out of or in the course of Licensee's employment with Licensor.

13. *Mooring of Vessels or Boats*. Licensee shall not, nor shall it permit, mooring of any vessel or boat to the dock improvements of the Facility by the Licensee, agent, employees, invitees or guests, without the prior written consent of the Licensor.

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14. *No Swimming*. The Licensee, agent, employee, invitee or guest shall not swim in the waters adjoining the Facility without the prior written consent, and **subject to Paragraph 8** of this Agreement.

15. *No Use of Facility Supplies*. Licensee shall not in any way use any of Licensor's flatware, food staples or supplies stored on the premises without the prior written consent of the Licensor. Violation of the provision will be considered theft/conversion for which Licensee takes full responsibility and Licensor shall prosecute to the fullest extent of the law.

16. *Acceptance of Premises*. Except as otherwise agreed in writing, and subject to the provisions of this Agreement, Licensee accepts the Facility "as is" and acknowledges that it has inspected or waived inspection of the Facility and that the Facility is in satisfactory and acceptable condition.

17. *Termination of Agreement*.

(a) The Licensor shall have the right to terminate this Agreement in the event it determines that the application filed for the use of the Facility was falsified or erroneous in any respect, and any deposit made by Licensee for the rental of the Facility shall be forfeited as liquidated damages to the Licensor. The representations or statements of the Licensee, as provided in the Application, made to the Licensor for rental of the Facility are incorporated herein.

(b) Further, in the event the Licensor determines it must, for whatever reason, terminate the Agreement prior to the use of the Facility on the date and at the time herein provided, the Licensor may terminate this Agreement and return the rental fee and security deposit and clean-up fee, if paid, to the Licensee and Licensee shall accept such sum in full satisfaction of any and all claims against Licensor for termination of the Agreement.

(c) In the event the Licensee terminates this Agreement at any time prior to the use of the Facility, for any reason, the Licensor shall be entitled to retain 25% of the Total Fee set forth in Paragraph 5 as liquidated damages. However, in the event the Licensee terminates this agreement within 30 days of the date set forth in Paragraph 1, for any reason, Licensor shall be entitled to retain 100% of the Total Fee set forth in Paragraph 5 as liquidated damages.

18. *Entire Agreement, Severability*. This Agreement contains the entire Agreement of the Licensor and Licensee respecting the subject matter. This Agreement cannot be modified except by written Agreement signed by the Licensor and Licensee. If any provision of this Agreement shall be invalid it shall be severed, the remainder shall remain in full force and effect.

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I HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND IT AND AGREE TO ITS TERMS.

_____ By:_____

Licensee Date Licensor Date

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Exhibit A
Rules of the Spring Lake Yacht Club
Club House

These rules are to be applicable to any Licensee and its agents, employees, guests or invitees; the reference to the Licensee shall include any or all of the same without express mention. The singular shall be plural and the plural singular where appropriate. The Spring Lake Yacht Club (the "Yacht Club") reserves the right to add to or amend these rules without advance notice. The use of the work "Premises" refers to the "Club House" or any other portion of the property which encompasses the entire Yacht Club. The use of the word "Facility" specifically refers to the "Club House."

1. Use of the adjoining parking areas, paved or hard-surface patio areas, walkways and lawn areas are for **pedestrian use only**.

2. Any Licensee of the Facility shall not place any nails or fasteners into the walls, ceilings, woodwork, or floor of the premises or make any change or alternation to the premises of any kind.

3. No alcoholic beverages of any kind shall be sold on the premises of the Yacht Club.

4. The conduct of any Licensee shall at all times be appropriate, without excessive noise or rowdiness of any kind.

5. No one under the age of 21 shall be permitted to consume or have in their possession alcoholic beverages of any kind while on the premises.

6. Automobiles and other passenger carrying vehicles shall only be parked in designated parking areas.

7. All garbage and refuse shall be placed in containers provided and at the end of any use shall be deposited in the dumpster maintained on the premises.

8. There is to be no tampering or trespassing upon any of the boats which are stored upon the premises or moored to any dock.

9. No mooring of boats or other vessels shall be permitted on the docks located on the premises.

10. The dock improvements are to be for pedestrian use only and use of such is at the pedestrians own risk.

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11. No swimming shall be permitted in the water adjoining the premises unless prior written consent is given by the Yacht Club. The Licensee acknowledges that no lifeguard is provided or implicitly on duty and that permitted swimming is at the swimmers own risk.

12. Any food which is catered or used on the premises during any use of the premises shall be under the sole control and responsibility of the Licensee.

13. Upon completion of any event or the end of the licensed period, the lights, heat and/or air conditioning shall be turned off, the doors locked and the keys shall be returned, within twelve hours, to the party from whom the keys were initially obtained.

14. There is to be no use of the silverware, food staples or supplies stored on the premises or the use of stoves and ovens for the preparation of food without the prior written consent of the Yacht Club.

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