

Alcona County, Michigan
Harbor Town Market Place
AGREEMENT FOR TABLE SPACE LICENSE
Selling Saturday, Saturday, June 18, 2016
Hours of Business 10am – 2pm

1. The parties to this agreement, made this _____ day of _____, 20____, are COUNTY OF ALCONA, MICHIGAN, hereinafter referred to the LICENSOR and _____, hereinafter referred to as LICENSEE. (your name on above line)
2. The LICENSEE agrees to pay the following amount of **\$10.00 per table**, for the License of the premises. **Number of tables requested:** _____. **Payable to: Harbor Town Market Place.** Mail to: Harbor Town Market Place % County Treasurer's Office, POB 158, Harrisville, MI 48740. Signed agreement must be in by Tuesday, June 14, 2016 by 4:00 PM.
3. A security deposit of \$ **N/A** is required. Upon the faithful and complete compliance with all provisions hereof, the security deposit will be refunded (at the earliest convenience of the LICENSOR).
4. The specific description of the area to be occupied by the LICENSEE is described as follows: Table Space will be assigned by Harbor Town Management at the facility known as of Harbor Town Market Place; 410 East Main Street; Harrisville, Michigan.
5. The terms of this license shall be as follows: The License of table space in the Harbor Town Market Place, for the above said event. The LICENSOR shall provide the table space; on a first come first serve basis. The LICENSEE shall provide any additional equipment as they deem necessary. The LICENSEE shall not set up before the day of the event, and shall dismantle at the end of business on the day of the event. (set up begins at 9:30AM & tear-down is directly following the close of event) Under no circumstances will the LICENSEE be allowed to store items at Harbor Town. Expanding into a second space, without authorization will be considered a violation of this agreement and subject to termination of the agreement. This agreement may be terminated by either party at any time for any reason.
6. The LICENSEE shall have the right to use certain common areas of Harbor Town such as hallways, restrooms, parking, etc. on a shared basis with other LICENSEES/TENNANT'S.
7. The LICENSEE must comply with all local, state and federal rules, regulations and ordinance and procure all necessary licenses or certificates.
8. CARE OF PREMISES AND PROPERTY. In addition to the other provisions of the License, LICENSEE agrees:
 - a. To comply with all applicable laws, of any governmental body having jurisdiction over the Harbor Town Market Place; and to conform to all reasonable rules or regulations which LICENSOR may establish.
 - b. Not to damage any part of the property known as Harbor Town Market Place.
 - c. Not to permit any trade of occupation which is unlawful or any activity which would create a hazard, adversely affect any insurance on the Harbor Town Market Place or would adversely affect the operations of other LICENSEES/TENNANT'S.
 - d. Not to place any sign on the structure of Harbor Town Market Place except those of which the LICENSOR has first approved in writing.
 - e. At its own expense during this License, the LICENSEE will keep every part of their table space neat, clean and in good repair. When the License expires, LICENSEE will deliver up their table space in like condition as when taken, less normal wear and tear. As a material condition of this License, LICENSEE will prohibit smoking anywhere within the four wall of this building and shall enforce this policy among occupants and visitors alike. LICENSEE shall drill no holes in the walls, nor attach any item utilizing any means of attachment, and shall use existing plugs, computer and telephone wiring unless otherwise agreed to in advance by LICENSOR in writing.
 - f. Damage to the assigned table space area incurred during period of the License, will be repaired by LICENSEE, to the satisfaction of the LICENSOR, within 30 days. Otherwise, LICENSOR may do these tasks and charge the LICENSEE for costs and/or attorney fees incurred in having to restore the table space area.
 - g. LICENSEE IS responsible for the cleaning and trash removal from their table space area. Any major trash or special materials disposal is the responsibility of the LICENSEE.
 - h. LICENSEE shall be responsible for the provisions of all safety equipment and personnel, including but not limited for security and additional fire protection as may be deemed necessary by LICENSOR.
9. INDEMNIFICATION BY LICENSEE. To the fullest extent permitted by applicable law, *Licensee* shall defend, hold harmless and indemnify Licensor, its commissioners, officers, employees, agents, and advisors from and against any

liability, claims, demands, damages, costs and expenses (including, without limitation, attorney and other professional fees and disbursements) arising out of or relating to this Agreement, or any use of the facility, including, without limitation, any claim that any act or omission of Licensor or its agents, employees or subcontractors (regardless of whether such claim or demand arises under tort, negligence, contract, warranty, strict liability or any other legal theories). The County shall retain control over the defense of, and any resolution or settlement relating to, such Loss. The Licensee will cooperate with the County and provide reasonable assistance in defending any such claim.

- **Insurance.** Any vendors and/or contractors are subject to LESSOR'S approval, and said EVENT SPONSOR/VENDOR is responsible for making sure these vendors and contractors are insured and comply with all of LESSOR'S policies regarding insurance covering property damage and liability. **Do you have insurance?**

10. The LICENSEE shall be responsible for making sure that all visitors, as well as staff associated with LICENSEE, utilize the parking as approved by LICENSOR.
11. All LICENSEES are subject to the LICENSOR'S approval. No subcontracting of the space.
12. The LICENSOR hereby specifically reserves the right to terminate all services necessary for LICENSEE to conduct business during the License thereof, if the Agreement is defaulted and/or not complied by the LICENSEE.
13. All notices pursuant to this Agreement shall be as set forth below and no modifications of this Agreement shall be allowed unless in writing, prior to modification and must be approved by LICENSOR.
14. Further, there shall be no assignment of any rights or entitlement by the LICENSEE in this agreement.
15. This agreement, and any breach thereof and/or need for interpretation of enforcement of same shall be in accordance with the laws of the State of Michigan, and the LICENSEE hereby agrees that the appropriate jurisdiction for same shall be a relevant Court serving Alcona County, State of Michigan.
16. Any provisions of this Agreement declared to be invalid by a Court of competent jurisdiction shall not in any way affect any remaining covenants herein.
17. This Agreement is intended by both parties hereto be the entire Agreement between same.

Date: _____
(For county use only)

COUNTY OF ALCONA - LICENSOR

(For County use only)

Date: _____
(Your application date)

LICENSEE

(Your) NAME AND TITLE

(Your) MAILING ADDRESS

(Your) TELEPHONE#

(Your) E-MAIL ADDRESS