

LICENSE

THIS LICENSE, made this _____ day of _____, 2021, by and between the Township of Atlas (hereinafter called the Licensor), whose principal office located at 7386 S. Gale Road, Goodrich, Michigan 48438 and the Goodrich Soccer Club, a Michigan non-profit corporation whose address is 10253 S. State Rd. Goodrich, MI 48438
_____ (hereinafter called the Licensee).

Witnesseth

WHEREAS, the Licensor owns certain lands (hereinafter called the “Premises”) located in Atlas Township, Genesee County, Michigan and more particularly described as:

LEGAL DESCRIPTION:

WHEREAS, the Licensee has developed a portion of the Premises as soccer fields and recreational area as described on the attached exhibits for the use, benefit and welfare of the general public; and

WHEREAS, the Licensor wishes to cooperate with the Licensee and is willing to permit the Premises to be used by the Licensor upon the following terms and conditions:

NOW THEREFORE, in consideration of these Premises and the covenants hereinafter contained, the Licensor hereby licenses the Premises to the Licensee, for the term of this license upon the following terms and conditions:

1. **Term**: The terms of the License granted shall be for a period of 5 renewable (1) year terms, commencing on the first day of August 2021 and terminating on the thirty-first day of July 2026. Each one year term shall be reviewed yearly, unless either party can demonstrate good cause why the renewal should not occur. If, at the end of the period, the development, operation and maintenance of the portion of the premises developed by the Licensee are satisfactory to the

Licensor, the Licensor will consider an application in writing by the Licensee for a renewal of this License.

2. **Rental**: In consideration of this License, and as the entire rental of the Premises for the term, the Licensee has paid to the Licensor the sum of One Dollar (\$1.00) in lawful money to the United States of America, receipt of which is hereby expressly acknowledged by the Licensor.

3. **Use**: The Licensee may use and occupy its portion of the Premises during the Term only as soccer fields and recreational area for the benefit and welfare of the general public. This license is contingent on all vehicular and pedestrian access to the Premises be made on and through the contiguous property to the south, currently owned and controlled by the Goodrich Community schools. In the event that access is denied by the schools for whatever reason, this agreement shall be deemed terminated and null and void.

4. **Maintenance**: During the Term of this License, the Licensee shall, at its sole expense, maintain the entire improved premises in excellent appearance, which shall include, by way of example, the regular mowing of all grassy areas, the pruning of trees and shrubs, the removal of weeds and other noxious plants, the regular removal of waste paper and other debris.

5. **Supervision**: The Licensee shall, at its sole expense, provide all workmen, attendants, supervisors, and other personnel reasonably required for the proper protection and supervision of the Premises.

6. **Insurance**: Licensee shall obtain insurance against any property or personal injury loss in an amount no less than one million dollars (\$ 1,000,000.00), and name the licensor as a named additional insured.

7. **Indemnification**: The Licensee shall indemnify the Licensor, its officers, agents and employees, and hold them harmless from and against:

(a) any loss, damage, injury, expense, debt, cause of action, claim, demand or sum of money due, or to become due, of any kind whatsoever, arising out of in respect of the Premises or any activity conducted thereon or thereabout;

(b) any action, suit or other proceeding of any kind whatsoever which may be brought by anyone against the Licensor or any of its officers, agents or employees, and which arises out of or in respect of the Premises or any activity conducted thereon or thereabout; and

(c) any attorney's fee, court costs, or other expense of any kind whatsoever incurred by the Licensee or any of its officers, agents or employees, in connection with (a) or (b) above.

8. **Non-liability of Licensor**: Notwithstanding any other provision of this License, the Licensor nor any of their officers, agents or employees shall be liable or responsible in any manner or to any extent to the Licensee, or to any other person, firm, corporation or other entity, for any loss, damage or injury to person or property which may occur upon or about the Premises, or which may arise out of any activity upon or about the Premises.

9. **Improvements**: Licensee may erect and/or construct improvements on or to the lands at its sole cost, provided that it obtains the prior written approval of the Township. It is expressly understood by the parties that all such improvements shall become the property of the Township upon termination of this License.

10. **Taxes, Assessment and License Fees**: The Licensee shall pay, as they become due during the Term:

- (a) any and all real property, personal property, sales, excise, FICA, employment, income or other taxes or duties of any kind whatsoever,
- (b) any and all license, inspection, permits or other fees of any kind whatsoever, and,
- (c) any and all assessment or other charges of any kind whatsoever arising on account of the construction or improvement of roads, sidewalks, sewers or other public works upon, about or adjacent to the Premises.

11. **Public Benefit**: The Licensee shall ensure when the Premises is not in use by licensee as soccer fields, residents of Atlas Township may have access for recreational purposes.

12. **Easements for Public Improvements**: Licensor, subject to review by the Licensee, reserves the right to grant easements for public improvements over subject land.

13. **Termination**: If the Licensee fails, refuses, or neglects to perform fully any of its covenants or other obligations under this License, the Licensor may terminate this License by giving written notice to the Licensee not less than forty-five (45) days prior to the date of termination specified in such notice. Licensee shall have until the date of termination to correct its default. The Licensee may terminate this License by giving the Licensor a written notice specifying a date of termination not less than one hundred twenty (120) days after such written notice is given. Notwithstanding, any termination of this License under the provisions of this paragraph or otherwise, such termination shall not affect any liability or obligation which shall have accrued prior to such termination, including as an example, but not in limitation, any loss or damage arising out of any default in performance of any of the covenants or other obligations under this License.

14. **Assignment**: The Licensee shall not, without the Licensors prior written consent, sublet any part of the Premises, delegate the operation of any facility, concession or other activity upon or about the Premises to any concessionaire, manager, management company or other person, firm or corporation, or assign, convey, transfer, mortgage, pledge, hypothecate or encumber this License or any interest herein or any obligation hereunder.

15. **Relationship of Parties**: Nothing contained in this License shall be construed or deemed by the parties hereto or by any third party as creating a relationship of agency, partnership, joint adventure, or any other relationship between the Licensee and the Licensor other than the relationship of Licensee and Licensor.

16. **Modification**: No present or future agreements, waivers, consents or approvals pertaining to the Premises or to the subject matter of this License shall be binding upon the Licensor unless in writing and signed by a duly authorized officer of the Licensor.

17. It is hereby agreed and understood by the parties that all of the terms contained herein, including all rights and responsibilities conferred herein, shall be and are subject to all rights of the Township of Atlas.

IN WITNESS WHEREOF, the Township of Atlas and the Goodrich Soccer Club have each cause this License to be executed by their respective duly authorized officers, and their respective seals to be affixed, all on the day and year first written above.

WITNESSETH:

GOODRICH SOCCER CLUB

By: Debra Flotemersch

Its: GSC Administrator
Dated: _____

By: Gary Ashley
Its: GSC Director
Dated: _____

ATLAS TOWNSHIP

By: Shirley Kautman-Jones
Its: Supervisor

By: Katherine M. Vick
Its: Clerk

Prepared by:
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