



LICENSE AGREEMENT

This License Agreement ("Agreement"), made and entered into on the date it has been fully signed, is between the Village of Lake Orion, a Michigan Municipal Corporation ("Village"), whose address is 21 East Church Street, Lake Orion, Michigan 48362, and ("Licensee"), Anne Marie Gealy, agent for the Main Street Bicycles, whose address is 622 S. Lapeer Road, Lake Orion, MI, 48362, for the use by Licensee of the Village public roads identified on the attached Dirt Road Derby application and collectively referred to as the "Premises".

RECITALS:

- A. Licensee requested Village Council approval to allow use of the Premises for the Dirt Road Derby, Main Street Bicycles to be held on October 12, 2024 (the "Event").
- B. Pursuant to Council policy, the permit has been approved at the Village Council meeting, dated 05/25/2024, however a condition of the approval is the execution of a License Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Grant of License. For and in consideration of the benefits to the Village of the Event the Village hereby grants a revocable license to Licensee to use the Premises for the Event subject to and in accordance with all the terms and conditions of this Agreement.
2. Event Locations, Activities and Costs. The Event shall be limited to the Premises and activities on those Premises as disclosed to the Village Council. Except as otherwise approved by the Village Council, all cost and expenses of the Event on the Premises shall be borne solely by Licensee.
3. Use of Premises. Except for restricted areas, all Premises shall be open to the general public. The use rights granted in this Agreement are nonexclusive and may be suspended at any time by the Village for any public purpose or public health, safety, and welfare reason, including Public Works, Police and/or Fire Department needs and operations. Licensee assumes all risk of such suspension and hereby waives and releases the Village from any claims for such damage.
4. Maintenance. Licensee agrees to use and maintain the Premises in a clean, safe, and good condition and as required by the Police and Fire Departments and to promptly clean up and restore the Premises to the pre-Event conditions after the Event.
5. Alcohol Sales. *Not Applicable for this event.*
6. Indemnification. Licensee shall defend, pay on behalf of, indemnify and hold harmless the Village, its elected and appointed officials, employees and volunteers, and other persons working on behalf of the Village, from and against any and all claims, demands, suits, or loss, including all costs and attorney's fees connected therewith, and from any and all damages which may be asserted, claimed, or recovered for personal injury, including bodily injury or death and/or property damage, including loss of use thereof, arising out of or in any way connected or associated with this Agreement and the use of the Premises for the Event. The Village shall provide notice to Licensee within a reasonable time of the receipt of any claim arising under this Agreement or relating to the

Improvements.

7. Insurance. Licensee shall secure and maintain liability insurance for all Premises, in the minimum amount of \$ 1,000,000.00, and naming the Village and its officials and employees as an additional insured and certificate holder on those policies with proof of such insurance being provided to the Village prior to the event.

VILLAGE OF LAKE ORION

Date

Jerry Narsh, Council President

Date

Sonja Stout, Village Clerk-Treasurer

Anne Marie Gealy, Main Street Bicycles

Date

By:

Its: