

**OAKLAND COUNTY MARKET  
FLEA MARKET  
DAILY LICENSE AGREEMENT**

This Daily License Agreement has been entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan, hereinafter referred to as "Licensor", and

Name: \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home email: \_\_\_\_\_ Business email: \_\_\_\_\_

Website: \_\_\_\_\_

Business Name: \_\_\_\_\_ Business Phone: \_\_\_\_\_

Address: \_\_\_\_\_ County: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

hereinafter referred to as "Licensee."

Sales Tax Number: \_\_\_\_\_

IN CONSIDERATION of the mutual covenants herein contained, Licensor and Licensee agree as follows:

**1. MARKET PREMISES**

Based on stall availability as determined by the Market Master, Licensor permits the Licensee to use the premises known and designated as the Oakland County Farmers Market in the Township of Waterford, Oakland County, Michigan (hereinafter referred to as the "premises").

**2. TERM**

The term of this Daily License Agreement shall commence on the date above and terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**3. LICENSE**

Licensee shall pay the Licensor a daily license fee on or before each day the Licensee uses the premises. The daily license fee is set forth in the Market Rules and Regulations.

**4. USE OF PREMISES**

The premises shall be used only as a regulated Market place for the sale of merchandise on designated Flea Market days in strict accordance with the Market Rules and Regulations then in effect.

**5. ASSIGNMENT**

Licensee shall not assign this Daily License Agreement without the prior written approval of the Licensor, which approval shall not be unreasonably withheld. In the event of the sale or assignment of the premises by the Licensor, purchaser or assignee shall have the right to terminate this Daily License Agreement with thirty (30) days written notice to Licensee. In the event of such sale or assignment, license fees may be reimbursed to the Licensee on a pro-rated basis.

**6. MARKET RULES**

Licensee shall abide by all Market Rules and Regulations concerning the premises, which are attached hereto and incorporated herein by reference. Market Rules and Regulations may be changed at any time without prior notice, though the Licensor shall make a good faith effort to convey any Market Rules and Regulations changes to Licensee prior to their effective date.

**7. LIMITATION OF LIABILITY**

Licensor assumes no responsibility and is not liable for any damages, loss of goods, or any injuries to Licensee or Licensee's customers which result from the acts or omissions of Licensee. The Licensee

shall save, defend, indemnify and hold the Licensor harmless from and against any and all losses, costs, liabilities, damages, expenses (including, without limitation, reasonable attorneys' fees), penalties, fines and claims whatsoever in connection with loss of life, personal injury and/or damage to property arising from any acts or omissions of the Licensee, its agents, or employees.

8. TERMINATION

Licensor, in its sole discretion, may terminate this Daily License Agreement upon written notice to Licensee, if Licensee fails to comply with the Market Rules and Regulations or any applicable law.

IN WITNESS WHEREOF, the County and Dealer have hereunto set their hands on the date above.

COUNTY OF OAKLAND, a Michigan  
Constitutional Corporation

By: \_\_\_\_\_  
Oakland County Representative

\_\_\_\_\_  
Dealer