



Oakland County Farmers Market License Agreement 2019



Daily **Annual**

This Daily License Agreement has been entered into the _____ day of _____, 2019, between the Oakland County Parks and Recreation Commission, 2800 Watkins Lake Road, Waterford, Michigan, hereinafter referred to as "Licensor", and

Name: _____ Phone _____

Address: _____ County: _____

City: _____ State: _____ Zip: _____

Business Name: _____ Business Phone: _____

Address: _____ County: _____

City: _____ State: _____ Zip _____

Hereinafter referred to as "Licensee."

Parties agree to the following terms and conditions:

1. MARKET PREMISES

a. DAILY: Based on stall availability Licensor permits the Licensee to use a stall designated and assigned by the Market Manager, in his or her sole discretion, located at the Oakland County Market in the Township of Waterford, Oakland County, Michigan (hereinafter referred to as the "premises").

b. ANNUAL: Licensor permits Licensee to use the premises known and designated as Stall(s) No. _____ located at the Oakland County Market in the Township of Waterford, Oakland County, Michigan (herein stated as the "premises"). The Market Manager, in his or her sole discretion may reassign stalls at any time pursuant to the Market Regulations.

2. TERM

The term of this Agreement shall commence on the date above and terminate on the 30th day of April, 2020.

3. LICENSE FEES

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

b. ANNUAL: Licensee shall pay Licensor an annual license fee on or before the 15th of May. Alternatively, the license fee may be paid as follows: one-third of said sum on or before the 15th of May, an additional one-third of the sum on or before the 15th day of July, and one-third of the sum on or before the 1st day of September. Any installment that is late makes the entire balance due and payable within fifteen (15) days. If full payment is not made within the required fifteen (15) days, Licensee relinquishes all rights to the premises and Market privileges. The annual license fee is set forth in the Market Regulations.

4. USE OF PREMISES

The premises shall be used only as a regulated Market place for the sale of
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agricultural/horticultural/handcrafted products in strict accordance with the Market Regulations. Licensor may, at its option, conduct a field and or greenhouse inspection to ascertain compliance with the Market Regulations. Failure to permit inspection may result in termination of this Agreement at the discretion of Licensor.

5. ASSIGNMENT

Licensee shall not assign or allow another entity or person use the premises without prior written approval of the Market Manager. In the event of the sale or assignment of the premises by the Licensor, the purchaser or assignee of the premises shall have the right to terminate this Agreement with thirty (30) calendar day's written notice to the Licensee. In the event of such sale or assignment by Licensor, the License fee shall be reimbursed to Licensee on a pro-rated basis.

6. MARKET REGULATIONS

Licensee shall abide by the current and effective Market Regulations. Market Regulations may be changed at any time without prior notice, though Licensor shall make a good faith effort to convey any Market Regulations changes to Licensee prior to their effective date. The current and effective Market Regulations shall be posted on the Licensors website, www.DestinationOakland.com.

7. LIMITATION OF LIABILITY

Licensee shall indemnify, hold harmless, and defend Licensor and its Boards, Commissions, officials, and it's employees from any Claims, as defined herein, that are incurred by or asserted against Licensor and it's Boards, Commissions, officials, and employees by any person or entity, which are alleged to have been caused by or found to arise from the acts or omissions of Licensee or its employees, agents, volunteers, or subcontractors. "Claim" means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgement; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against Licensee or for which the Licensee may become legally or contractually obligated to pay or defend against, whether commenced or threatened, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.

8. NO INTEREST IN REAL PROPERTY

This Agreement does not create and is not intended to create an interest in real property that comprise the premises, the stall, or any portion of the Oakland County Market.

9. INSURANCE

Vendors shall obtain and furnish to the Market Manager proof of insurance in compliance with the attached Exhibit I Oakland County Market Insurance Requirements. The County of Oakland, 2100 Pontiac Lake Rd, Waterford MI, 48328 is to be listed as additionally insured.

10. TERMINATION

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

IN WITNESS WHEREOF, Licensee and Licensor execute this License Agreement on the above stated date.

Oakland County Parks and Recreation Commission

By: _____
Executive Officer

Licensee (Printed)

Licensee (Signed)