

## AGREEMENT

THIS AGREEMENT is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as "\_\_\_\_\_"), and the CITY OF FARMINGTON HILLS, a Michigan municipal corporation (hereinafter referred to as "City").

## WITNESSETH:

WHEREAS, "\_\_\_\_\_" has requested that the City recommend to the Michigan Liquor Control Commission (hereinafter referred to as "MLCC"), approval of the transfer to it of a Class C liquor license presently held by \_\_\_\_\_, a Michigan corporation, at \_\_\_\_\_, Farmington Hills, Michigan, 483\_\_ and for approval for "\_\_\_\_\_" to utilize said license at that location; and

WHEREAS, as of the date of this Agreement, the City has no Class C quota liquor licenses available for possible issuance; and

WHEREAS, there are currently approximately six (6) Class C liquor licenses which were previously issued by the City from the City's quota of licenses which are being held in escrow with the MLCC because the businesses which utilized said licenses have closed; and

WHEREAS, the City's ability to encourage economic development has been seriously demitted over the years as a result of the large number of liquor licenses which are in escrow and unavailable to the City for issuance as part of its statutory quota of licenses; and

WHEREAS, as a result of the foregoing, the City has established a policy that it will not issue new Class C quota liquor licenses; approve transfers of existing Class C quota liquor licenses, whether active or in escrow; or approve transfers of stock with regard to Class C quota liquor licenses, unless the license applicant is willing to abide by the terms of the provisions contained in this Agreement; and

WHEREAS, as an inducement to the City to process and approve its application for the transfer of the aforesaid Class C liquor license, "\_\_\_\_\_" is willing to abide by the terms of the policy of the City if its request is approved.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree as follows:

1. The City will, in reliance upon "\_\_\_\_\_'s" agreement herein, recommend to the MLCC approval of the transfer of the above Class C liquor license to be utilized at \_\_\_\_\_, Farmington Hills, Michigan 483\_\_\_\_.
2. "\_\_\_\_\_" agrees that if for any reason, except for fire or acts of God, it should discontinue the use and operation of said license for a period of in excess

- of ninety (90) consecutive days without the prior written consent of the City, then, and in that event, " \_\_\_\_\_ " will return the license to the MLCC and request that its rights to the license be terminated and that the license not be placed or continued in escrow but instead be returned to the City to be added it is available licenses under the quota provisions of Section 19C of the Michigan liquor Control Act (MCLA 436.19C, as amended).
3. Nothing in this Agreement shall prohibit " \_\_\_\_\_ " from selling, assigning or transferring its interest in the license and/or business, nor from transferring the location of said license within the boundaries of the City subject to the approval of the City and the MLCC.
  4. In the event " \_\_\_\_\_ " transfers, sells or assigns its interest in the license and/or business to another person or entity, it shall make the provision, as a requirement of said sale, that the purchaser or purchasers abide by the terms of this Agreement, in writing, or in the alternative, enter into a new agreement with the City under the same terms and conditions as stated herein.
  5. The City and " \_\_\_\_\_ " acknowledge that this Agreement and the covenants and obligations herein are unique, and in the event of default by " \_\_\_\_\_ ", the City would not be able to be adequately compensated in damages. It is therefore agreed that in the event of a default by " \_\_\_\_\_ " hereunder, the

City shall have the right to enforce the terms and provisions hereof by an action for specific performance, and if the City prevail in such action, it shall be entitled to recover its reasonable costs and attorney fees.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

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\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

CITY OF FARMINGTON HILLS

By: \_\_\_\_\_  
Steve Brock, City Manager

By: \_\_\_\_\_  
Kathryn A. Dorman, City Clerk