

ENTERTAINMENT PERMIT AGREEMENT

BETWEEN

THE CITY OF ROCHESTER HILLS

AND

SMAKEM Rochester Hills, LLC

THIS AGREEMENT, is entered into this ____ day of _____, 2011, by and between the CITY OF ROCHESTER HILLS, a Municipal Corporation, 1000 Rochester Hills Drive, Rochester Hills, Oakland County, Michigan 48309 and SMAKEM Rochester Hills, LLC, a Delaware limited liability company, hereinafter called the Licensee.

WHEREAS, the Licensee is the ^{GL}owner and operator of a certain retail establishment known as Meadowbrook Music Festival located at Oakland University, Meadowbrook Music Festival in the City of Rochester Hills and has applied for a Class C Liquor License with an Entertainment Permit from the City and the Liquor Control Commission of the State of Michigan; and

WHEREAS, the Licensee intends to provide entertainment for the enjoyment of its patrons and to increase its customers and thereby the profitability of its business; and

WHEREAS, the City is desirous of protecting the public health, safety and welfare by avoiding the creation of sites of disorderly conduct or potential public nuisances and by maintaining good morals within the municipality of the City of Rochester Hills; and

WHEREAS, the City recognizes that increased traffic and police services may be generated by the increased business such a permit may create if the requested permit is approved for Licensee's establishment; and

WHEREAS, the City is desirous of maintaining a standard of entertainment consistent with good morals within the community,

NOW THEREFORE, for and in consideration of the City of Rochester Hills' approval of Licensee's application for the requested Class C Liquor License with Entertainment Permit in connection with the retail establishment operated by the Licensee described herein in the City of Rochester Hills, Michigan, the Licensee agrees:

1. Licensee shall provide entertainment that is consistent and in keeping with community standards of common decency and good morals at its retail business described herein.
2. Such entertainment shall not include nude or nearly nude activity, topless or bottomless dancers, exotic dancers, strippers, male or female impersonators, or similar entertainers.
3. Licensee shall not offer in the conduct of its business, the services of models, waiters or other employees who are nude, nearly nude, topless or bottomless when performing their service.
4. For purposes of this Agreement, "nude or nearly nude activity" shall mean when a person or persons appears on the licensed premises in such a manner as to expose to view any portion of the pubic area, anus, vulva, or genitals, or any simulation thereof, or when a female appears on the licensed premises in such a manner or attire

as to expose to view the portion of the breast referred to as the areola, nipple, or simulation thereof. A person has "exposed to view" such portions of the anatomy if such portions are naked, uncovered or less than opaquely covered.


5. In the event of a breach or a threatened breach of the terms of this Agreement, the City shall request Licensee to terminate the offending activity and then shall be entitled, in addition to all other remedies, to the issuance of an ex parte injunction from the Oakland County Circuit Court without showing or providing any actual damage sustained by the City, restraining the Licensee who has committed a breach of any of the terms of this Agreement or who has threatened to do so, from providing dancing and/or entertainment contrary to the terms of this Agreement.

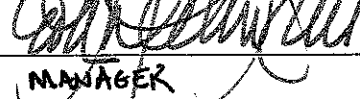
6. This Agreement in all respects hereto shall be binding upon the parties hereto, their assigns, personal representatives and successors and shall remain in full force and effect so long as the restaurant and bar business is located at the premises.

IN WITNESS WHEREOF, the parties hereto have set their names and seals this day and year first above written.

IN THE PRESENCE OF:

SMAKEM Rochester Hills, LLC,
a Delaware limited liability company

Witness: 
Jessica Duran

By: 
MANAGER
Owner
EVA M. KALAWSKI

THE CITY OF ROCHESTER HILLS, a
Michigan Municipal Corporation

Witness: _____

By: _____

Bryan K. Barnett, Mayor

Witness: _____

By: _____

Jane Leslie, Clerk