



CLASS C QUOTA LIQUOR LICENSE APPLICATION AND GUIDELINES

Items that must be submitted to the Township:

1. A complete Liquor License application (1 per applicant).
2. A copy of the lease or contractual document pertaining to the location of the proposed license, if applicant is not the owner of the premises.
3. No Ordinance or Code Violations for the previous three (3) years. The location must be code compliant.
4. A preliminary site plan showing the relationship of the proposed structure, where the license applied for is to be located, to the surrounding property and uses, including photographs or drawings of each of the sides of the structure.
5. Provide a narrative explaining why you feel you should be granted this license and what attributes you will be bringing into or to the Township should this license be granted.

TO ALL APPLICANTS OF LIQUOR LICENSES:

The Township reviews application from persons or corporations applying for licenses to sell or serve alcoholic beverages. The Michigan Liquor Control Act and related rules grant local governments and sheriff departments the authority to conduct investigations of applicants and make appropriate recommendations to the M.L.C.C. Township departments including Fire, Building, Planning, Clerk and Treasurer's Office, as well as the Kent County Sheriff Department, are involved in the processing, review, investigation and recommendation of each application.

An application for a liquor license or related permit is not a guarantee of Township approval. The Township follows an orderly non-discriminatory procedure for review and recommendation of each application to the Michigan Liquor Control Commission. Each applicant should be familiar with the Michigan Liquor Control Act, Rules and related laws governing the sale of alcoholic beverages. The applicant should also be familiar with Cascade Charter Township Ordinances and should pay close attention to the licensing process and restrictions listed in the Cascade Charter Township Liquor License Ordinance.

Applicants, who have past criminal convictions, offenses involving alcohol and poor business reputations are likely to receive unfavorable recommendations of approval from the Township. Applicants who receive Township recommendations of approval must be persons of excellent personal and business reputation who can be relied upon to consistently promote the general safety, health and welfare of the community.

Applicants should consider and review existing or proposed building sites to ensure their conformity to all local Fire Department and Building and Zoning regulations. Applicants should also consider restrictions regarding their proximity to churches and schools. Applicants who have concerns or questions about the licensing process or license application and permit fees are encouraged to contact the appropriate Township department.

Prior to the approval of issuance of any new Quota License, the Cascade Township Board requires the execution of an Agreement by the applicant which stipulates that the license being issued will be returned to the Township's quota allocation if it is no longer in the operation or being used for a period in excess of 90 days (Agreement Form is attached). Further, that the license will not be transferred out of the Township.

If you have any questions, please contact me at (616) 949-1500.

AGREEMENT REGARDING ISSUANCE
OF A CLASS-C LIQUOR LICENSE
TOWNSHIP OF CASCADE, MICHIGAN

THIS AGREEMENT is entered into this _____ day of _____, 20_____, between _____, (hereinafter referred to as “Applicant”), a Michigan Limited Liability Corporation, of _____ and the TOWNSHIP OF CASCADE, (hereinafter referred to as “Township”), a Michigan charter township of 5920 Tahoe Dr. SE, Grand Rapids, MI 49546.

RECITALS

WHEREAS, the Applicant has requested that the Township recommend to the Michigan Liquor Control Commission (“MLCC”), approval of a Class-C quota liquor license held by the Township, to be issued to the Applicant and used at _____ in the Township of Cascade, State of Michigan; and

WHEREAS, as of the date of this Agreement, the Township has one (1) remaining Class-C quota liquor license which is available for possible issuance; and

WHEREAS, the Township’s ability to encourage economic development will be diminished if it holds onto Class-C licenses available for issuance within the Township as part of the Township’s total statutory quota of licenses; and

WHEREAS, as a result of the foregoing, the Township has established a policy that it will not approve new quota liquor licenses or take other action with regard to quota liquor licenses unless the license applicant is willing to abide by the terms of the provisions contained in this Agreement in order to enhance economic development opportunities in the Township; and

WHEREAS, as an inducement of the Township to process and approve its application for the issuance of the aforesaid Class-C liquor license, Applicant affirmatively represents that it will abide by the terms of the aforesaid policy of the Township and this Agreement if the Applicant’s request is approved by the Township.

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

1. The Recitals set forth above are deemed to be an integral part of this Agreement and are incorporated herein by reference.
2. In reliance upon Applicant’s agreement herein, the Township will recommend to the MLCC approval of the issuance of the above Class-C liquor license to be utilized at _____.

3. Applicant agrees that if, for any reason except for fire, pandemic, or acts of God, it should discontinue the use or operation of the license for a period in excess of ninety (90) consecutive days without prior written consent of the Township then, and in that event, the Applicant 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 Township to be added to its available licenses under the quota provisions of the Michigan Liquor Control Act.
4. Applicant agrees not to transfer the license outside of Cascade Township.
5. Nothing in this Agreement shall prohibit the Applicant from selling, assigning or transferring its interest in the licenses and/or business, nor from transferring the location of the license within the boundaries of the Township, subject to the approval of the Township and the MLCC.
6. In the event the Applicant transfers, sells, or assigns its interests 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 Township under the same terms and conditions as stated herein.
7. The Township and the Applicant acknowledge that this Agreement and the covenants and obligations herein are unique, and in the event of default by the Applicant, the Township would not be able to be adequately compensated for damages. It is therefore agreed that in the event of a default by the Applicant, the Township shall have the right to enforce the terms and provisions hereof by an action for specific performance and/or other equitable relief, and if the Township prevail in such action, it shall be entitled to recover its reasonable costs and attorney fees.

Signatures on Following Page

Company Name

Name
Its:

Township of Cascade

Ben Swayze
Cascade Township Manager

Susan Slater
Cascade Township Clerk

EXAMPLE