

ROYAL OAK SOCIAL DISTRICT
OPERATING AGREEMENT

This Operating Agreement is entered into this 28 day of January, 2025, by and between the CITY OF ROYAL OAK, a Michigan Municipal Corporation with offices at 203 South Troy Street, Royal Oak, Michigan 48067 (the "Licensor") and Blue Goat Royal Oak LLC at
321 S. Main Street, Royal Oak, Michigan 48067 (the "Licensee").

The Licensor hereby licenses and permits the Licensee to participate and operate in the Royal Oak Social District, subject to the following conditions:

1. The Licensee will display the rules sign attached as Exhibit A, which is incorporated into this Agreement by reference, at or near the entrance to the establishment indicated above. The rules sign will be provided by the Licensor.
2. The Licensee shall use only beverage containers that shall not be made of glass and shall not have a liquid capacity over 16 ounces as approved by the Licensor.
3. The Licensee shall prominently display its business logo, trade name or some other mark that is unique to the Licensee and readily identifiable as unique to the Licensee, and the approved social district logo as provided by the Licensor, on each beverage container approved by the Licensor.
4. The Licensee shall provide a copy of its business logo, trade name or other mark that is unique to the Licensee as part of its application for approval, attached as Exhibit B, which is incorporated into this Agreement by reference.
5. The Licensee shall write with a permanent marker the date and time on each beverage container when sold and/or provided to a customer.
6. The Licensee shall sell or provide a social district beverage only during the days and times established by the Licensor.
7. The Licensee shall not allow alcohol liquor purchased from another licensee to be brought onto its licensed premises.
8. The Licensee shall not sell alcoholic liquor in the commons area. Sidewalk cafes approved and licensed by the Licensor are not considered part of the commons area.
9. The Licensee shall not add to or modify materials provided by the Licensor without prior approval from the Licensor.

10. The Licensee shall not sell or provide alcohol beverages for consumption in the commons area should the Licensor approve a special event that includes the sale of alcoholic beverages.
11. To the extent permitted by law, the Licensee agrees to indemnify, defend and hold harmless the Licensor, including it's elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, from any and all claims, demands and rights of action of every name, nature and description, whether arising under state or Federal statutes, or at common law, for injury or alleged injury to persons whether employees of the Licensor, or agents or employees of the Licensee, or to third parties, and for damage or alleged damage to property regardless of to whom it may belong or in whose custody it may be, arising through, on account of, or out of the License herein granted, no matter how caused, whether by the negligence of the Licensor, its agents, employees or otherwise. The Licensee agrees that in case a claim is made, or a suit is instituted against the Licensor for such loss, injury or damage, the Licensee will, upon notice from the Licensor, settle, adjust or defend the same at its sole cost and expense, without expense to the Licensor, and will pay any judgment rendered therein, including any court costs.
12. As a condition precedent to this License, the Licensor shall be added as a named insured to Licensee's general liability insurance policy. The Licensee shall carry insurance coverage in the amount of one million dollars (\$1,000,000.00) for general liability. Umbrella coverage in the amount of one million dollars (\$1,000,000.00) may also be used if the general liability coverage is less than one million dollars (\$1,000,000.00). Furthermore, the Licensee agrees to reimburse the Licensor for any deductible costs or claims expenses arising from any claims or suits filed against the City.
12. The Licensee shall provide the Licensor with a Certificate of Insurance for the license period, attached as Exhibit C. The additional insured on the certificate of insurance must read as follows:

"City of Royal Oak, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers."
13. The cancellation notice on the certificate of insurance must read as follows:

"Should any of the above-described policies be cancelled before the expiration date thereof, notice of cancellation will be provided to the Certificate Holder in accordance with the provisions of the policy."

- IN WITNESS WHEREOF, the Licensor and the Licensee, by and through their duly authorized representatives, have executed this Operating Agreement as of the day and year first above written.

By: Michael C. Fournier
Its: Mayor

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

_____, Notary Public
County,
Michigan

3

a Michigan limited liability company

Its: Owner/operator

1 SS.

COUNTY OF OAKLAND

The foregoing Operating Agreement was acknowledged before me this 10 day of February, 2025, by Gargios Tq Tst on behalf of Blue Goat Paper, Inc., a Michigan limited liability company.

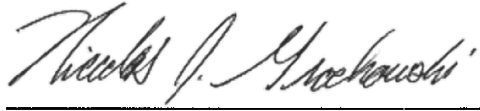
MARIA C MARIN-DE-PACHECO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires Nov. 22, 2030
Acting in the County of Caffran

Expires: Nov. 22, 2030

Exhibits:

- ### C - Insurance

Approved as to form:

A handwritten signature in cursive script, reading "Nicolas J. Grochowski". The signature is written in dark ink and is positioned above a horizontal line.

Nicolas J. Grochowski
City Attorney



RULES

- Enter any participating establishment. (Look for this sign).
- Order an adult beverage of your choice. It will be provided in a social district cup.
- Only alcohol purchased from participating establishments may be consumed in the social district.
- Enjoy your drink responsibly within the social district. Boundaries are clearly marked.
- Dispose of your cup properly. We understand you've just had a drink, but that's not an excuse to litter.
- Do not take a cup from one establishment into another establishment.
- Cups/drinks are not permitted in the parking lots or garages.
- Again, **each cup is for one-time use**. Come back soon!



Royal Oak
DOWNTOWN
DEVELOPMENT AUTHORITY







CERTIFICATE OF LIABILITY INSURANCE

EXHIBIT C

DATE (MM/DD/YYYY)

3/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Insurance Managers Inc. 1055 South Blvd. East Suite #110 Rochester Hills MI 48307	CONTACT NAME: Michelle MacMillan PHONE (A/C, No, Ext): (248)853-0930 E-MAIL ADDRESS: FAX (A/C, No): (248)853-1512														
INSURED Blue Goat Royal Oak LLC 321 S. Main St. Royal Oak MI 48067	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Accelerant National Insurance Company</td><td>10220</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Accelerant National Insurance Company	10220	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER: 25-26 Master****REVISION NUMBER: 0007**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			N0169LL001963	1/28/2025	1/28/2026	GENERAL AGGREGATE \$1,000,000 EACH OCCURRENCE \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Royal Oak and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers are named as additional insured with respect to the Liquor Liability coverage.

CERTIFICATE HOLDER

danielh@romi.gov

City of Royal Oak
203 S Troy Street
Royal Oak, MI 48067

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul Kosmal/MAM

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