

## LICENSE AGREEMENT

This License Agreement (“Agreement”), effective May 15, 2021, is between the **Town of Marlborough**, a municipal corporation (the “Town”) and \_\_\_\_\_, \_\_\_\_\_ (“Licensee”).

Whereas, the Town is the owner of Milton Landing Park located at \_\_\_\_\_ (the “Property”); and

Whereas, Licensee wishes to operate a kayak rental concession (the “Permitted Use”) at portion of the Property located at \_\_\_\_\_ (the “Licensed Area”); and

Whereas, the Town wishes to grant a revocable license to Licensee to have access to the Property to engage in the Permitted Use at the Licensed Area.

Now, therefore, in consideration of the mutual promises herein set forth the parties agree as follows:

1. **LICENSE.** The Town grants to Licensee a non-exclusive license to gain access to and use the Licensed Area to engage in the Permitted Use only. Licensee warrants and represents that no illegal activity will be conducted on the Property or at the Licensed Area and that it shall only conduct its operations in the specific areas designated by the Town. Licensee represents that it is aware of and will strictly adhere to all applicable laws, codes, rules, regulations, and policies related to the Property, the Licensed Area, and the Permitted Use. If the Licensee breaches any term of this Agreement, conducts its operations upon the Property or the Licensed Area in an unsafe manner, or engages in activities upon the Property or the Licensed Area other than the Permitted Use, the Town may revoke the license herein granted immediately. Otherwise, this License may be revoked upon the giving of written notice of revocation by either party to the other party. Upon revocation, this Agreement shall terminate and be of no further force and effect.
2. **RELEASE.** The Town assumes no responsibility for Licensee’s activities. Licensee releases the Town, its employees, officers, insurers, successors, agents, and assigns (collectively “Releasees”) from and against all damages, losses, claims, liabilities, or expenses arising out of or related to Licensee’s access to and use of the Property and the Licensed Area.
3. **LICENSE FEE:** Licensee shall pay the Town the sum of \_\_\_\_\_ (\$\_\_\_\_\_) for the right to engage in the Permitted Use at the Licensed Area during the term of this License.
4. **INSURANCE.** Licensee shall maintain worker’s compensation, employer’s liability, automobile liability, general liability, and property damage insurance. Umbrella or excess coverage may be used to satisfy the required limits. The minimum required limits are as follows: Workers Compensation-Statutory Limits; Auto Liability-\$1,000,000 Combined Single Limit; General Liability-\$1,000,000 per occurrence and having minimum aggregate limits of \$1,000,000 or greater. All policies shall name the Town as an additional insured on a primary basis. The Town’s coverage shall be noncontributory. All coverage shall be provided on an “occurrence” basis and not on a “claims made” basis. All insurance shall expressly provide that all rights of subrogation against the Town are

waived and that no amendment or cancellation of any policy shall be effective until 30 days prior written notice to the Town. Before accessing the Property and at any time the Town so requests, Licensee shall furnish certificates of insurance evidencing the required insurance.

5. **INDEMNITY.** To the fullest extent permitted by law, Licensee shall defend, indemnify and hold the Town, its, their officers, and employees, harmless from any and all losses, damages, expenses (including but not limited to reasonable attorneys' fees), claims, lawsuits, liabilities, fines, penalties, and remedial or clean-up costs arising out of or related to: (i) Licensee's access to and use of the Property; (ii) any breach of this Agreement; or (iii) any act or omission by Licensee, its invitees, customers, or any person performing work on behalf of Licensee.
6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement between the parties. No representation, inducement or statement has been made by any party hereto which is not embodied in the Agreement. Any modification of this Agreement must be in writing and signed by both parties.
7. **NOTICES.** Any notice or other communication from one party to the other shall be in writing and sent by personal delivery, facsimile transmission, registered or certified mail and in a postpaid envelope addressed, or by national recognized overnight courier service guarantying overnight delivery to the address set forth below. The address may be changed by a written notice to the other party.

TO THE TOWN: Town Hall  
P.O. Box 305  
21 Milton Turnpike Suite 200  
Milton, NY 12547  
Attention: Supervisor

TO THE LICENSEE:

8. **MISCELLANEOUS:** (a) This Agreement is not assignable by the Licensee.

(b) This Contract may be executed in several counterparts, which when taken together shall be deemed to be an original. A facsimile signature(s) shall be deemed to be an original signature(s) and an electronic image of this signed certification shall be deemed an original, and each executed copy shall be deemed an original.

The parties hereto have executed this Agreement effective as of the day and year noted above.

**TOWN OF MARLBOROUGH**

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

Name: Al Lanzetta

Title: Supervisor