

## **LICENSE AGREEMENT**

This License Agreement (this "License") is entered into on this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between the **Town of Buckland** (the "Town"), a Massachusetts municipal corporation acting by and through its Select Board, having an address of 17 State Street, Shelburne Falls, MA 01370, and **Shelburne Falls Fire House Studios LLC** ("Licensee"), having an address of 9 William Street, Shelburne Falls, MA 01370.

Whereas, the Town is the owner of property located at 5 William Street, Shelburne Falls, pursuant to a deed recorded with the Franklin County Registry of Deeds (the "Registry") in Book 3260, Page 231, and identified as Buckland Assessors' Parcel 6-1 0 35 (the "Town Property");

Whereas, Licensee is the owner of improved property at 9 William Street, Shelburne Falls, pursuant to a deed recorded with the Registry in Book 7784, Page 103, and identified as Buckland Assessors' Parcel \_\_\_\_\_ (the "Licensee's Property"), which directly abuts the Town Property;

Whereas, Licensee has requested permission from the Town to use a portion of the Town Property to park vehicles of persons using or visiting Licensee's Property (the "Permitted Use");

Whereas, the Town is willing to allow Licensee to use a portion of the Town Property for the Permitted Use upon the terms and conditions set forth herein.

Now, therefore, for good and valuable consideration, the parties agree as follows:

1. USE, PURPOSE, TERM. The Town hereby grants Licensee and its agents, representatives, employees, customers and invitees the right to use that portion of the Town Property depicted as "Parcel A" on the plan attached hereto as Exhibit A and incorporated herein, having an area of approximately 1,244 sq. ft. (the "Licensed Premises") for the Permitted Use.

Such entry and use by the Licensee may be exercised from the date of the execution of this License and shall continue until terminated in accordance with the provisions of Section 7 below. Such entry and use shall be further limited by the provisions of Section 4.

2. CONSIDERATION. During the term of this License, Licensee shall pay the Town a fee of \_\_\_\_\_ each month (the "License Fee"), at the address set forth above. As further consideration for this License, Licensee shall observe and perform all the obligations and covenants set forth within this License to the reasonable satisfaction of the Town.

3. RISK OF LOSS. Licensee acknowledges and agrees that it accepts the Town Property, including the Licensed Premises, in its "AS-IS" condition, and that the Town has made no representation or warranty regarding the fitness thereof. The Town is not responsible for the security of the Licensed Premises, providing or paying for any utilities to the Licensed Premises,

or for the maintenance and repair of the Licensed Premises, including, without limitation, removing snow and ice therefrom. The Town shall not be liable to Licensee or its employees, agents, representatives, customers, invitees, and/or anyone claiming by, through or under Licensee (collectively, with Licensee, the "Licensee Parties"), for any injury or death to persons on or around the Town Property, or loss or damage to any and vehicles, equipment or other property that are brought upon the Licensed Premises pursuant to the License, except if such injury, death, loss or damages is caused directly by the gross negligence or willful misconduct of the Town, or its employees, agents and/or representatives. The provisions of this Section shall survive the expiration or termination of this License.

4. LICENSED PREMISES; CONDUCT. Licensee shall use the Licensed Premises solely for the Permitted Use. Licensee shall have the right to use the Licensed Premises every day during the term hereof. Licensee shall not, and shall not permit any of the Licensee Parties to, park vehicles on the Licensed Premises overnight, store any equipment or other property within the Licensed Premises, park any commercial vehicles, large trucks, trailers, boats or off-road vehicles on the Licensed Premises, or clean or repair any vehicle while on the Licensed Premises. Licensee shall be responsible for removing any vehicles parked and/or equipment stored on the Licensed Premises in violation of the terms hereof, at its sole cost and expense. If Licensee fails to remove such vehicles or other property within two hours after the Town has notified Licensee of the same, which notice may be oral or written, the Town may, at Licensee's sole cost and expense, tow the vehicles to a public parking lot or remove equipment to a location of its choice. The Town shall not be responsible for any damage occurring to vehicles or other property resulting from such removal.

Licensee agrees that it shall at all times conduct itself so as not to unreasonably interfere with the use of the Town Property by others or the operations of the Town.

Licensee may, with the Town's prior written consent, install \_\_\_\_\_ on the Licensed Premises, for which Licensee shall obtain any necessary approvals and/or permits. Licensee shall comply with any and all applicable laws, statutes, bylaws, regulations and permitting or licensing requirements and observe all reasonable rules and regulations that may be established by the Town from time to time relating to the use of or access to the Licensed Premises. Licensee shall, at the Town's reasonable request and at Licensee's cost, take such measures reasonably necessary to ensure the safety of others using the Town Property. Licensee shall promptly repair any damages caused to the Town by or resulting directly or indirectly as a result of the acts or omissions of the Licensee Parties, at its sole cost and expense.

Other than those improvements that Licensee may make within the Licensed Premises in accordance with the terms hereof, Licensee shall not construct, install or place any other temporary or permanent buildings, structures, utilities, objects, equipment or other property in, on, under, over or across the Licensed Premises, or make any alterations or improvements to the Licensed Premises, including, without limitation, paving the Licensed Premises or marking parking lines on the Licensed Premises, without the Town's prior written consent, which may not be unreasonably withheld for alterations that do not unreasonably disturb the surface of the Licensed Premises.

Licensee agrees that, other than the fuel in the cars parking on the Licensed Premises, it will not bring onto, store, release or dispose of any Hazardous Materials on, under, about or within the Town Property in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean any oil, hazardous waste, substances or materials, or pollutants, as such terms are defined under any existing or future statutory or common law (including but not limited to Comprehensive Environmental, Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, G.L. c. 21E, and all applicable rules and regulations promulgated thereunder).

5. INDEMNIFICATION. Licensee shall defend, indemnify, and hold harmless the Town from any and all liability, loss, damage, costs, expenses (including, without limitation, reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature whatsoever, in law and equity, which are or may be brought against the Town or its agents, employees, successors and assigns arising out of or relating to: (1) the discharge, release or threatened release at or from the Town Property of any Hazardous Materials that is caused by any of the Licensee Parties, (2) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, and (3) injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Licensed Premises or relating in any way to Licensee's exercise of its rights under this license. The obligations of this Section shall survive the expiration or termination of this License.

6. INSURANCE. Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of Licensee under the terms and conditions of this License to defend, indemnify, and hold harmless the Town: General Liability: \$1,000,000.00/occurrence, \$3,000,000.00/aggregate; Bodily Injury Liability: \$1,000,000.00/occurrence, \$3,000,000.00/aggregate. Licensee shall also maintain workers compensation insurance, as required by law.

Prior to entering the Licensed Premises for any reason, Licensee shall provide the Town with a copy of such insurance policy in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions. The insurance coverage required hereunder shall be issued by insurance companies licensed by the Massachusetts Division of Insurance to do business in the Commonwealth of Massachusetts and having a Best's rating of A or better. Licensee shall require the insurer to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the Town.

To the extent possible, Licensee shall obtain, for each policy of insurance secured by it, provisions permitting waiver of any claims against the Town for loss or damage within the scope of the insurance, and Licensee, for itself and its insurers, waives all claims against the Town as to such claims covered by such insurance.

7. TERMINATION. This License may be terminated by either party upon written notice of revocation at least thirty (30) days prior to the termination date stated within said

notice. Notwithstanding the foregoing, the Town shall have the right to terminate this License (a) by giving Licensee ten (10) days prior written notice thereof if Licensee fails to pay the License Fee when due or comply with any other material term of this License (it being acknowledged that Licensee's failure to maintain the insurance required under this License shall be a material default), provided that the notice of termination shall be void and of no further effect if Licensee cures such default within the aforesaid ten (10)-day period, and (b) immediately by written or oral notice, if Licensee is involved in accidents resulting in property damages or personal injury, regardless of fault, or Licensee's use of the Licensed Premises directly interferes with the use of the Town Property, at the Town's discretion.

At the expiration of this License or its prior termination, Licensee shall forthwith remove all vehicles from the Licensed Premises, remove Licensee's \_\_\_\_ and any other personal property upon or adjacent to the Licensed Premises, and repair any damage caused by any of the Licensee Parties. If vehicles and/or signs or other personal property are not removed from the License Premises or adjacent areas within twenty-four (24) hours of expiration or termination, they shall be deemed abandoned and shall become the sole property of the Town. This obligation shall survive the expiration or termination of this License.

8. NOTICE. Any notice required or permitted to be given under this License shall be in writing and signed by the party or the party's attorney or agent and shall be deemed to have been given: (a) when delivered by hand, or (b) when sent by Federal Express or other similar overnight courier service, or (c) when mailed by certified mail, return receipt requested, to the party at the address set forth above. These addresses are subject to change, and the parties hereto agree to inform each other of such changes as soon as practicable.

9. MISCELLANEOUS.

(a) This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of this License.

(b) Modifications or amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

(c) This License shall not be construed as creating or vesting in Licensee any estate in the Licensed Premises, but only the limited right of use as hereinabove stated.

(d) Licensee is not authorized to bind or involve the Town in any contract or to incur any liability for or on the part of the Town.

(e) This License shall not be transferred or assigned to any party without the prior written consent of the Town, which may be withheld in its sole discretion.

(f) The Town reserves the right and Licensee shall permit the Town and its employees, contractors, agents and invitees to enter upon and use the Licensed Premises at any time for any and all purposes at the Town's sole discretion, provided that Town's use shall not interfere materially with Licensee's use of the Licensed Premises.

(g) If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

(h) The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

(i) All appropriate terms and provisions relating to indemnification and the restoration of the property affected hereby shall survive the expiration or termination of this License.

(j) This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

*[signatures on following page]*

The parties hereto have caused this License Agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

LICENSOR:

TOWN OF BUCKLAND,  
By its Select Board

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

LICENSEE:

SHELBURNE FALLS FIRE HOUSE STUDIOS  
LLC

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

791115/BUCK/0001

**William Street**

An 1876 Town Way - 33' Wide









