

LICENSE AGREEMENT
TOWN OF FALMOUTH
FALMOUTH LAND TRUST

This **LICENSE AGREEMENT** is made as of November 20 , 2014 (the “Effective Date”) by and between the Town of Falmouth, a Maine municipal corporation having a mailing address of 271 Falmouth Road, Falmouth, ME 04105 (“Town”), and Falmouth Land Trust, a Maine nonprofit corporation with a mailing address of PO Box 6172 Falmouth Maine 04105 (“FLT”).

WITNESSETH

WHEREAS, the Town is the owner of certain real property known as Mason-Motz Activity Center located at 160 Middle Road in the Town of Falmouth; and

WHEREAS, the Town acknowledges that the conservation and recreation programs of FLT provide public benefit to the residents of the Town, and seeks to support those programs by providing office space within Mason-Motz to FLT;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

1. Grant of License. The Town hereby grants to FLT a license to use and occupy an office room (Office) within Mason-Motz, said room noted as Room 124, former teachers lounge, for the purposes and on the terms and conditions set forth herein.

2. Tenant Fit-up. The FLT shall be solely responsible for any and all changes and renovations to said Office. All such changes and renovations shall be initiated by FLT with the Town’s contractor (Doten’s) and the Town’s architect (Oak Point) directly. Any and all such changes are subject to prior approval by the Town.

3. Use. FLT shall use the Office solely to further the charitable and educational purposes of FLT. FLT acquires no rights in and to the Office, except as set forth herein. Further, FLT has no obligations, except as set forth herein. Access to the Office will be limited to regular business hours of operation for Falmouth Parks & Community Programs.

3. Term and Termination. The License Agreement is revocable by either party in their sole discretion and shall remain in effect until such time as either the Town or FLT provides ninety (90) business days advance written notification by personal delivery or certified U.S. mail of its termination of the License Agreement.

4. Indemnification. FLT, for itself and its successors, hereby agrees to indemnify and hold harmless the Town, its officers, agents, volunteers and employees from and against any loss, claim, damage, liability, expense or damage (including reasonable attorney fees) resulting from the exercise of rights granted in this License Agreement. This indemnification and hold harmless agreement shall survive any termination of this License Agreement but shall apply solely to loss, claim, damage, liability, expense or damage arising out of acts or omissions occurring prior to the termination of this License Agreement. This indemnification shall not waive any defense, immunity or limitation of liability which may be available to the Town, its

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officers, agents or employees under the Maine Tort Claims Act (14 M.R.S.A. §§8101, et seq.) or any other privileges or immunities which may be provided by law.

7. Insurance. The FLT shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

8. Assignment. FLT may not assign this License Agreement without the prior written consent of the Town.

9. Governing Law. This License Agreement shall be governed by the laws of the State of Maine.

10. Amendment. No amendment to this License Agreement shall be effective unless it is in writing and signed by both parties.

11. This instrument is a License Agreement and no provision hereof shall be construed as conveying an easement or other estate in land.

12. The terms of this License Agreement shall bind the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their duly authorized representatives as of the date first set forth above.

Nathan Poore, Falmouth Town Manager

Jed Harris, President, Falmouth Land Trust