

**CITY OF WOBURN TEMPORARY LICENSE AGREEMENT
TO USE SPECIFIC PORTIONS OF CITY SIDEWALK, PUBLIC WAY OR OTHER
PUBLIC AREA
FOR EXPANSION OF SEATING AND RESTAURANT OPERATIONS DUE TO
LIMITATIONS IMPOSED BY THE COVID-19 PANDEMIC**

This Temporary License Agreement is made this _____ day of June, 2020, by and between the City of Woburn, City Hall, 10 Common Street, Woburn, MA 01801 (the “City”) acting by and through its Mayor and _____, (the “Licensee”).

WHEREAS, Licensees have requested from City permission to temporarily use City sidewalks, Public Way or other public areas as shown on the attached and incorporated sketch (Property) for the purpose of temporarily expanding its restaurant operations into the Property due to restrictions on normal operations due to the Covid-19 Pandemic; and

WHEREAS, the City, acting by and through the Mayor, wishes to grant temporary permission for said use, subject to the following terms and conditions; and

WHEREAS, the Licensees are agreeable to said terms and conditions;

NOW THEREFORE, City and Licensees do hereby covenant and agree as to the entering into of this temporary license (called License or Temporary License, which term shall be interchangeable).

1. This exclusive license is granted for the period of _____ a/p.m., June _____, 2020 to _____ a/p.m. on November 1, 2020, unless terminated or extended sooner.
2. The sole purpose of the license is for the temporarily expansion or alterations of the restaurant operations onto the City’s sidewalk, public area and /or public way (the “Licensed Premises”) due to restrictions on normal operations due to the Covid-19 Pandemic. Food and alcohol may be served and consumed so long as the appropriate local and state licenses are obtained and in effect.
3. The Licensee shall use the Licensed Premises only for the purpose of providing outdoor seating for dining, in connection with the operation of the Licensee’s Restaurant under the terms and conditions set forth herein. **The Licensee’s use of city property for the outdoor dining area must comply with requirements of the Americans with Disability Act and Massachusetts Architectural Access Board regulations.**
4. The Licensee may use the Licensed Premises for the provision of an outdoor dining area for the Restaurant which seating area shall consist of no more than ____ tables, with no more than 6 seats at each table, and laid out in accordance with the attached Proposed Outdoor Seating Plan prepared by _____, a copy of which is attached hereto as Exhibit A and incorporated herein by reference. No tables, chairs or other fixtures shall be permanently installed on the Licensed Premises.
5. The following activities are not permitted under this license: (i) placing any structure, sign, bulletin board, post, pole, trash/recycling receptacle or advertising device of any kind whatsoever upon the Licensed Premises or to attach any notice, bill, poster, sign, wire, rope, or cord to any tree, shrub, fence, railing, post or structure in such areas, except as previously authorized by the City in writing or to engage in any other activity other than that permitted by this Temporary License Agreement; or (ii) make any other use of the Licensed Premises other than that allowed hereunder; or (iii) engage in any noisome or noxious or disturbing activity, having due regard for the neighborhood.

6. Indemnification The Licensee does, by execution of this License Agreement, indemnify and hold harmless the Lessor its employees, elected and appointed officials, against any and all claims, damages, losses, and expenses, including attorney's fees, for damages or personal injuries arising from the Licensee's use of the premises as herein above described.
7. Insurance The Licensee shall obtain, at Licensee's expense, and keep in effect during the term of this License Agreement, Commercial General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form. This coverage shall include Contractual Liability insurance for the indemnity provided under this contract. The following limits of insurance will be carried:

Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability. The Licensee shall obtain and maintain an Umbrella Liability policy of insurance with limits of \$1,000,000 Occurrence/\$1,000,000 Aggregate.

The Licensee shall obtain and maintain such worker's compensation insurance on its employees as is required by law. The insurance shall be procured from a company authorized to do business in the Commonwealth of Massachusetts and be satisfactory to the Lessor. Certificates evidencing such insurance shall be furnished to the Lessor at the execution of this License Agreement. With the exception of Workers' Compensation, the Licensee shall name the Lessor as co-insured on all insurance policies and such policies shall include a provision that written notice of any non-renewal, cancellation or material change in a policy by the insurer shall be delivered to the Lessor no less than ten (10) days in advance of the effective date.
8. The City reserves the right at any time to immediately upon notice to Licensees or posting of notice at the site terminate and cancel this license prior to its expiration for any cause as determined in the best interests of the City, and all rights granted hereunder shall immediately terminate and cease and the City shall not be held liable by reason thereof.
9. This License is not transferable or assignable and Licensees shall be responsible for any uses permitted hereunder. The Licensee shall supervise and observe any and all use of the Licensed Premises during the License period and shall be solely responsible for the use of the Licensed Premises during the term hereof.
10. The Licensee shall take all reasonable steps necessary to secure and protect the property and to prevent access by those not authorized.
11. The City shall be under no liability for any damage or loss of the property of the Licensees or others and no claim shall be made therefore against the City. The use of the Licensed Premises is at the sole risk of the Licensee and not the City. Licensee acknowledges that it has inspected the site and is satisfied as to the suitability of the site for its purposes. No warranty or representations as to the site or its suitability for any particular purposes is made by the City. The Licensed Premises is licensed in its "as is" condition. No action or inaction of the City shall constitute or be construed to be an explicit and specific assurance of safety or assistance. The City may inspect the Licensed Premises at any time.
12. Licensee acknowledges that it is responsible for obtaining and maintaining any other permits, authorizations, permissions, licenses and the like which may be needed to conduct the Outdoor Dining. This license is only for the use of the City's property in its "as is" condition.

13. Licensee agrees to promptly reimburse or pay for and pay to the City any actual sustained costs or expenses, or time for its employees, incurred by the City directly or indirectly, arising from the Licensees' use of the Property. The Licensee acknowledges and understands that the City is not expected to or obligated to take any action relative to the Licensees' use of the Property or items thereon.
14. This License Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This License Agreement supersedes all prior License agreements, amendments, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto. This License Agreement and performance thereunder are governed by the laws of the Commonwealth of Massachusetts and the ordinances of the City of Woburn.
15. Should any provision of this License Agreement be declared or be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this License Agreement.

Executed as a sealed instrument this _____ day of June, 2020.

LICENSOR
CITY OF WOBURN

LICENSEE

By: _____
Scott D. Galvin, Mayor

By: _____
Duly authorized