

**TOWN OF WESTFORD
EAST BOSTON CAMPS
LICENSE AGREEMENT
LARGE GROUP**

This LICENSE AGREEMENT (this "License") is executed this ____ day of _____, 20__, by and between the Town of Westford, acting by and through its Conservation Commission, having an address at Town Hall, 55 Main Street, Westford, Massachusetts (the "Town"), and the Licensee:

Name

Address Telephone
Number

The Town is the owner of record of the property off Depot Road and Nutting Road, Westford, Massachusetts, known as known as the East Boston Camps (the "Camp").

The Licensee desires to enter upon and use the Camp and those facilities as described on the Information Sheet attached as Exhibit A (the "Licensed Premises"), for the purpose and use described in Section I below.

The Town hereby grants such entry and license to use the Licensed Premises to the Licensee, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

Entry and use are limited to the Licensed Premises and are granted specifically, and exclusively, to the Licensee, its invitees, guests and permittees solely for the following purpose:

Such entry and use by the Licensee, its invitees, guests and permittees, shall be exercised for the hours of _____ a.m./p.m. through _____ a.m./p.m., commencing on _____, 20__, and ending on _____, 20__. Such entry and use shall be further limited by the provisions of Section VII.

II. CONSIDERATION

The consideration for this License shall be a fee of \$_____, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth

within this License to the reasonable satisfaction of the Town. A non-refundable reservation and processing fee of twenty percent (20%) of the total fees must be paid at the time of the execution of the License Agreement. The license fee must be paid in full prior to the commencement date of the License Agreement.

III. INSURANCE

Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions.

The Licensee shall maintain general liability insurance, including coverage for bodily injury, wrongful death and property damage, in the minimum amount set forth herein to support the obligations of the Licensee under the terms and conditions of this License to indemnify, defend and hold harmless the Town: General Liability: \$1,000,000 per occurrence; Bodily Injury Liability: \$1,000,000 per occurrence; and Property Damage Liability: \$1,000,000 per occurrence, or a combined single limit of \$3,000,000 annual aggregate limit. If licensor is a corporation bringing employees onto the site for work purposes, then they must show proof of workers compensation coverage on the certificate.

Prior to entering upon the Licensed Premises, Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy and showing compliance with the foregoing provisions. Licensee shall require the insurer to endeavor to give at least thirty (30) days' written notice of termination, reduction or cancellation of the policy to the Town.

IV. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs and judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) 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, (b) for the death, injury or property damage suffered by any person relating in any way to Licensee's exercise of its rights under this License. This obligation shall survive the termination of this License.

V. RISK OF LOSS

Licensee agrees that it shall use and occupy the Licensed Premises at its own risk, and the Town shall not be liable to Licensee for any injury or death to persons entering the License Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through Licensee, that are brought upon the Licensed Premises pursuant to the License. The Town is not responsible for the security of the Licensed Premises. The provisions of this Section shall survive the termination of this License.

VI. CONDITION OF THE PREMISES

Licensee shall not make improvements or alterations upon the Licensed Premises. Licensee shall be responsible, at its sole expense, for maintaining the Licensed Premises and the structures thereon in good condition, including the collection and disposal of trash deposited therein which is generated by the use of the Licensed Premises. Licensee's responsibilities shall include the restoration or repair of any and all damage to the Licensed Premises resulting from any act, failure to act or negligence of the Licensee, its agents, employees, contractors, invitees, guests or permittees. The Licensee is responsible for leaving the Licensed Premises in clean and good order. The provisions of this Section shall survive the termination of the License.

Licensee acknowledges and agrees that it accepts the License Premises in its "AS IS" condition for the purpose of this License, and that the Town has made no representation or warranty regarding the fitness of the License Premises.

VII. CONDUCT

During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with Licensed Premises in accordance the operations of the Town, and observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements, including but not limited to the state fire laws. The Licensee shall be solely responsible for any and all costs and expenses associated with the exercise of its rights under this License. In addition, the Licensee shall use the Licensed Premises in accordance with the Rules and Regulations of the East Boston Camps which are attached hereto as Exhibit B and made a part hereof.

VIII. TERMINATION AND REVOCATION

This License shall be revocable by the Town, at any time, effective immediately, for good cause. In the event that this License is terminated pursuant to this Section or the rights granted hereunder are revoked, then the Licensee, at its own expense, shall remove all its facilities, apparatus, equipment and property from the Licensed Premises, and restore the Licensed Premises to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

The Town also reserves the right to deny the use of the Licensed Premises when such use is not consistent with the East Boston Camps policies and rules and regulations, or when the activity or event is in direct conflict with a program, activity or service of the East Boston Camps.

In the event that the Licensee terminates the License Agreement prior to the commencement of the License, the Licensee must notify the Town at least thirty (30) days prior to the commencement of the License or the Licensee will be responsible for the payment of the full License fee.

IX. RIGHTS OF THE TOWN TO ENTER

The Town reserves the right and the Licensee shall permit the Town to enter upon and use the Licensed Premises at any time and for any and all purposes at the Town's sole discretion, and Licensee's use shall not interfere with the Town's use of the Camp or the Licensed Premises.

X. NO ESTATE CREATED

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

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on the date above written.

**TOWN OF WESTFORD
CONSERVATION COMMISSION:**

LICENSEE:

By: _____
(Signature)

By: _____
(Signature)

(Print Name): _____

(Print Name): _____

EXHIBIT B
TOWN OF WESTFORD EAST BOSTON CAMPS
LICENSING POLICIES AND RULES AND REGULATIONS

1. All Licensees are expected to respect the camp facilities and other licensees.
2. Quiet hours are from 10:00 p.m.-6:00a.m. Music and other noise must be kept at an acceptable level, so as to not disturb other parties.
3. The natural resources of the Camp including trees, shrubs, plants and other resources must not be disturbed.
4. Vandalism and theft are prohibited and anyone caught engaging in these activities will be prosecuted to the full extent of the law.
5. Licensees cannot remove or deface any sign, poster or other property or remove any barrier within the Camp.
6. The Licensee is responsible for supervising all members of their group. All persons under 21 years of age must be supervised by an adult 21 years or older.
7. No hunting or discharge of firearms is permitted on the Camp property.
8. With the exception of the Camp maintenance staff, motor vehicles will only be permitted on the Camp property for delivery of supplies or as a passenger shuttle. All other vehicles must be parked in the parking areas outside the Camp gates. However the use of motorized wheelchairs and carts as transportation for the elderly and/or handicapped is permitted.
9. The use of snowmobiles, ATV's and mini-bikes are prohibited on the Camp property.
10. No alcohol is allowed on the Camp property without written permission of the Westford Conservation Commission. Individuals or groups receiving such permission shall have the permission document in their possession and available for inspection on request by an authorized enforcement officer.
11. Only non motorized boats are allowed on the Camp property and they must be carried in and carried out.
12. The use of tobacco products, including smoking, is not permitted in any Camp building.
13. All dogs in the Camp property must be controlled in accordance with the Town's leash law at all times. Owners are responsible for their pet's behavior and must clean up after them.
14. The Town is not responsible for any of the Licensee's personal equipment or items. The Town will not be held liable for any loss or damage to Licensee's personal property.
15. The Town does not provide any lifeguards. The Licensee will need to provide its own lifeguard services.
16. A permit to have a fire must be obtained from the Westford Fire Department. Fire permits must be in possession of the Licensee. Before departure, all fires must be extinguished. Fires may only be in the fire pits. Trees may not be cut for firewood. Only wood brought from off-site or supplied by the Camp caretaker may be burned in the fire pit. Fires may not be left unattended and must be completely extinguished before the fire pit is abandoned.
17. The number of persons occupying a building may not exceed the fire capacity. All emergency exits shall remain visible and accessible at all times.