

RIVERBEND LICENSE AGREEMENT

The Town of Natick, Massachusetts, a municipal corporation having an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by and through the Natick Board of Selectmen (hereinafter the "Town"), hereby sets forth the terms of this License granted to Riverbend School, Inc., 39 Eliot Street, Natick, MA 01760 (hereinafter "Licensee") as follows:

1. The Town grants a License (the "License") to Licensee to use and to occupy the building and grounds of the Eliot School, located at 5 Auburn Street, Natick, MA (the "Licensed Premises"). The Licensed Premises are hereby licensed "as is."
2. Licensee shall have the right to use the Licensed Premises, without interference or use by others, in accordance with the terms herein. The Town shall have the right of access to and entry upon all portions of the Licensed Premises. The Town shall endeavor to provide, though it is not in any manner obligated to provide, reasonable notice of such access and shall access the Licensed Premises at reasonable times. In the event of an emergency, the Town agrees to provide notice that is reasonable under the circumstances.
3. The Licensee is precluded from allowing individuals or third-parties entities from utilizing the premises either gratis and/or renting out any portion of the premises.
4. The period of the License shall commence on July 1, 2019, and end on June 30, 2020. The Town may immediately terminate this License at any time for good cause, which shall include, but which shall not be limited to, misconduct by Licensee. The Town may also immediately terminate this License pursuant to paragraph 10 of this License. Notwithstanding the foregoing, the Town agrees to provide a minimum of (3) months' notice of termination of this License, and on or after July 1, 2020, to provide thirty (30) days' notice of termination of this License.
5. Licensee shall pay the following License fee to the Town: a sum of eighty thousand dollars and zero cents (\$80,000.00) during the License term, on a monthly basis and in equal installments of six thousand six hundred sixty-six dollars and sixty-six cents (\$6,666.66) each for the first eleven months, and six thousand six hundred sixty-six dollars and seventy-four cents (\$6,666.74) for the twelfth month. The monthly installments shall be due and payable no later than the first day of each month, beginning on July 1, 2019.
6. Licensee shall be responsible for arranging and for paying for separately metered utility services, which shall include electricity, water/sewer, heating fuel, cable television, and internet services for the Licensed Premises.
7. Licensee shall be responsible for the proper maintenance and upkeep of buildings, facilities and grounds of the Licensed Premises, including, but not limited to, daily custodial work, grounds keeping, snow plowing and shoveling and routine maintenance and repairs, and shall maintain the Licensed Premises in a clean and orderly condition.
8. Upon the termination of this License, Licensee shall deliver the Licensed Premises to the Town in at least the same condition as received, reasonable wear and tear excepted. No general structural alterations of the Licensed Premises shall be permitted, except as referenced in paragraph 9, below.

9. Licensee shall be liable for all costs associated with necessary capital repair(s) and/or replacement(s) during the License Term, whether or not due to the negligence or vandalism of its employees, students, agents, representatives or invitees. Licensee may make such repair(s) and/or replacement(s) using sound business practices, upon the prior written approval of the Town; provided, however, that the amount of such repair(s) and/or replacement(s) do/does not exceed the dollar threshold for sound business practices set forth in any applicable public procurement statute, including, but not limited to, M.G.L. c. 149, §§44A *et seq.* Notwithstanding the foregoing, the Town has the right to exercise its discretion to perform any and all capital repair(s) and/or replacement(s), which shall be in accordance with all applicable public bidding and prevailing wage requirements, including, but not limited to, those set forth in M.G.L. c. 149. Even if the Town makes such capital repair(s) and/or replacement(s), regardless of the dollar amounts of such repair(s) and/or replacement(s), Licensee shall remain responsible for the costs of said repair(s) and/or replacement(s). Further, if such necessary capital repairs/replacement require temporary non-use of the premises, Licensee shall bear all of the costs of the temporary non-use of the premises, and the License fee set forth in Paragraph 5 shall not be decreased.
10. All repairs/replacements shall comply with all applicable federal, state, and local laws, rules, and regulations, including, without limitation, applicable Prevailing Wage Statutes, Public Bidding Statutes, Massachusetts State Building Code requirements, Town of Natick Zoning By-Law requirements, and Town of Natick Board of Health requirements. All repairs and improvements shall conform to the age of the building, and shall be historically and architecturally correct.
11. In the event of a natural or man-made disaster this License may be terminated immediately, at the sole discretion of the Town. If such a termination occurs, the Town shall incur no cost or responsibility to Licensee for providing another location for Licensee to provide its services; all such costs shall be borne solely by the Licensee.
12. To the fullest extent permitted by law, Licensee shall indemnify, defend (with counsel reasonably acceptable to the Town), and hold harmless the Town and its officers, employees, boards, committees, and agents from and against any and all loss, liability, damages, claims, causes of action, suits, and costs, including, without limitation, reasonable attorneys' fees and expert witness fees, to the extent the same is caused in whole or in part by the willful misconduct, negligent act or omission of Licensee or its officers, employees, or agents in connection with the use of the Licensed Premises. Neither the Town, nor Licensee, nor any officer, employee, board, committee, commission, agent and representative of either party, shall be under any personal obligation or incur any personal liability by reason of this License, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this License, or the violation of any Federal, Massachusetts or local statute, ordinance, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the other or its employees, regarding the subject matter of this License.
13. Licensee shall provide and maintain throughout the term of the License and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.
 - a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

- b. 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 foul' contractual liability.
- c. Automobile Liability Insurance - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town shall be named as an additional insured on each such policy of Commercial General Liability Insurance, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

"Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Town, before such cancellation or amendment shall take place."
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this License. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this License and shall state that such insurance is as required by this License.
- h. Licensee shall also be required to provide to the Town with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance and automobile liability insurance, which indicate that the Town is named as an additional insured on each such policy.
- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts;
or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this License and shall operate as an immediate termination thereof

- 14. All trade fixtures, equipment and installations installed by Licensee in the Licensed Premises at its expense shall remain Licensee's property, and all or any part thereof may be removed by Licensee at Licensee's option, at the expiration or earlier termination of this License, provided Licensee at its expense shall repair any damage caused by such removal.
- 15. Any notice to the Town or to Licensee shall be given in writing and shall be deemed duly served if hand-delivered or if mailed, postage prepaid, by registered mail or certified mail, return receipt requested, addressed, if to the Town, to the Office of the Board of Selectmen, Natick Town Hall, 13 East Central Street, Natick, MA, 01760, and if to Licensee, to the Licensed Premises, or

to such other place as either party may designate by written notice to the other party.

16. The failure of either party to insist upon the strict performance of any provision of the License shall not constitute a waiver of compliance with the remaining provisions of this License.
17. This License may be modified or amended only by written consent of the Town, as accepted by Licensee.
18. Licensee shall not assign this License, by operation of law or otherwise, or sublicense all or any portion of the Licensed-Premises, without the prior written consent of the Town, which consent may be withheld in the Town's sole discretion. Licensee expressly acknowledges and agrees that this License is personal to Licensee named herein, and does not give rise to any estate or interest in real property.
19. This License shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts, without respect to choice of law principles.

Executed this _____ day of _____, 2018.

THE TOWN OF NATICK, MASSACHUSETTS

By: The Natick Board of Selectmen

Amy K. Mistrot, Chairman

Susan G. Salamoff, Vice Chairman

Michael J. Hickey, Jr., Clerk

Jonathan H. Freedman

Richard P. Jennett, Jr.

Approved as to Form Only, and Not as to Substance

Karis L. North, Esq.

Date

ACCEPTED BY:

RIVERBEND SCHOOL, INC.

By:

Signature

Printed Name

Printed Title

Date