

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to enter into a License Agreement with University of Massachusetts Lowell to encroach upon City property for University of Massachusetts Lowell (“UML”) banners to be located on light poles at various locations on City of Lowell property.

BE IT VOTED BY THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager is hereby authorized to enter into a License Agreement with UML, University Relations, 600 Suffolk Street, Suite 550, Lowell, MA 01854, to encroach upon various City of Lowell properties to erect banners on light poles alternating the UML logo and the UML logo celebrating 125 years. The proposed banners will be more particularly shown in Exhibit “A” attached hereto and made a part of this License Agreement.

Said License shall be predicated upon adequate insurance coverage which coverage shall be kept in force so long as said encroachment continues under this License, and that in the event of a sale or transfer of said property, that said License shall be assignable or transferable to any successor of the License herein subject to the provisions of said License Agreement.

In the event that said insurance coverage shall be cancelled or lapses without being renewed or replaced, then said License hereunder shall be forthwith terminated and Licensee shall have to cease and desist from said encroachment.

Said License shall be in accordance with the form, or substantially the form, attached hereto.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

LICENSE AGREEMENT

THIS LICENSE, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called "LICENSOR," and UNIVERSITY OF MASSACHUSETTS LOWELL ("UML"), having its principal offices at University Relations, 600 Suffolk Street, Suite 550, Lowell, MA 01854, hereinafter called "LICENSEE," WITNESSETH THAT:

The LICENSOR owns light poles at various locations as listed in Exhibit "B" in the City of Lowell, hereinafter called the "SITES", attached hereto and made a part hereof; and

The LICENSEE desires to erect the banners as shown and described as Exhibit "A" and "C" at said SITES, attached hereto and made a part hereof; and

The LICENSOR is desirous of assisting the LICENSEE by granting the within license agreement to LICENSEE to erect and maintain 88 banners projecting from light poles above sidewalks into various streets (the SITES).

NOW, THEREFORE:

1. The LICENSOR hereby grants to the LICENSEE a license to encroach upon and use the SITES, in order to erect banners on City light poles and maintain banners, attached hereto as Exhibit "B" annexed hereto and made a part hereof.

2. IT IS FURTHER AGREED that this is a License only, that the Licensee shall, at all times, maintain sufficient insurance policies in an amount not less than \$500,000.00 on the premises, naming the City as one of the "insured", and agrees hereby to hold the City harmless from any and all injuries resulting from said use of the properties under this License. Licensor shall have the right to inspect the properties at any time during the period of said License granted hereunder.

3. If said insurance policy is cancelled or lapses without being forthwith renewed, or replaced or for any other breach of the License provisions, then said License granted hereunder shall be forthwith terminated and the Licensee shall have to cease and desist from said use of the property. Evidence of said insurance shall, at all times, be sent to the Law Department of the City of Lowell.

4. Said License shall be predicated upon and shall not be in effect until adequate insurance coverage, satisfactory to the Law Department of the City of Lowell, naming the City as an insured party, which coverage shall be kept in force so long as said use of the premises continues under this License.

5. This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated October 15, 2019.

6. The Licensee hereby releases and agrees to indemnify and hold harmless the City of Lowell, its agents, officers, servants and employees from any and all claims, demands and liabilities, including attorney's fees, whatsoever from any and all claims for damage or injury to persons or property which might occur on account of said License for the banners that encroaches upon the City of Lowell properties as shown in Exhibit "B".

7. The Licensee hereby warrants and guarantees that upon termination of this License that the licensed premises shall be returned in the same condition as when license commenced, reasonable wear and tear excluded. Licensee hereby agrees to be responsible for, and to pay for the cost of any damage to the Licensor regarding the licensed premises.

8. Inherent in this License Agreement is the unilateral right of the Licensor to cancel this license at any time upon written notice thereof to the Licensee for any reason.

9. Licensed area ("SITES") shall be used only for the banners as approved by the City Engineer of the City of Lowell,

10. LICENSEE shall maintain the banners and the SITES where the banners are located, which maintenance shall include, but not necessarily limited to, the following, all at LICENSEE's expense:

- a. banners;
- b. banner repairs;
- c. such other needed maintenance as may be ordered by the LICENSOR.

11. The Licensee shall pay for the cost of recording this License at the Middlesex North District Registry of Deeds.

12. It is understood and agreed that this License does not grant any ownership interest to the Licensee in the licensed area.

Signed and sealed this day of October, 2019.

University of Massachusetts Lowell

Witness

By:_____

APPROVED AS TO FORM:

CITY OF LOWELL

Christine P. O'Connor
City Solicitor

Eileen M. Donoghue
City Manager

Licagree/umlanners

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, 2019, before me the undersigned Notary Public, personally appeared Eileen M. Donoghue, City Manager, proved to me through satisfactory evidence of identification, which was Notary's personal knowledge of the individual, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

, Notary Public
My commission expires:

vote:lic



UMASS
LOWELL

125

YEARS PROUD

1894 - 2019

"A"



**UMASS
LOWELL**

EXHIBIT “B”

LOCATION OF BANNERS

The Banners would be located in the following locations:

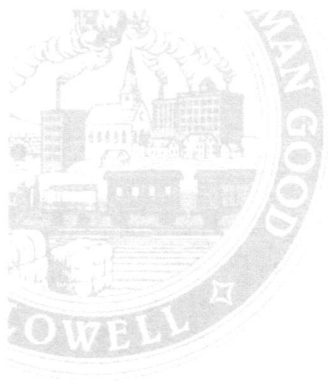
- 34 banners along University Avenue from Colonial Avenue / VFW Highway to Riverside Street – 17 each side
- 14 banners along the Howe Bridge – 7 each side
- 5 banners along Aiken Street in front of University Suites
- 9 banners in the area of the Tsongas Center – 2 green poles in front of building and 7 along Hall Street from the Arena to Suffolk St.
- 5 Banners along Wilder Street from Broadway St to the O’Leary Library - Library side of the street
- 5 banners along Broadway Street from Wilder St to Solomont Way
- 2 banners at entrance of the UMass Inn & Conference Center driveway – Warren Street
- 14 banners along Inn & Conference Center driveway area, circle in front entrance and parking area

“EXHIBIT C”

DESCRIPTION

88 BANNERS PROJECTING FROM LIGHT POLES ABOVE SIDEWALKS INTO VARIOUS STREETS

Fifty banners two feet wide by three feet high and thirty eight banners two feet six inches wide by five feet high. The banners are attached to steel brackets extending from existing light poles over the sidewalk and approximately seven feet above the sidewalk.



City of Lowell - Law Department

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Assistant City Solicitors

October 9, 2019

City Manager Eileen M. Donoghue
Mayor William Samaras
and
Members of the City Council

Re: License Agreement

Dear Manager Donoghue, Mayor Samaras and Members of the City Council:

Enclosed please find a License Agreement with UMass Lowell to encroach on City property at 88 different locations throughout the City for overhanging banners on light poles above sidewalks to recognize the 125th Anniversary of the campus.

The attached banner designs and locations have been approved by the City Engineers office.

Very truly yours,

Christine P. O'Connor
City Solicitor

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