

COMMONWEALTH OF MASSACHUSETTS
CITY OF LOWELL

In City Council

VOTE

Authorizing the City Manager to execute a License Agreement between the City of Lowell and Kiwanis Club of Greater Lowell, relative to City Hall at 375 Merrimack Street, Lowell, MA.

The City of Lowell owns property at 375 Merrimack Street, Lowell, known as City Hall, and

Kiwanis Club of Greater Lowell has requested access to said property to be used for the Monster Bash haunted house on October 28, 2023; and

A License Agreement for such purpose is needed; and

The City of Lowell is willing to grant access to Kiwanis Club of Greater Lowell, onto the property for the purpose of this event commencing October 27, 2023 and terminating on October 29, 2023.

BE IT VOTED BY A TWO-THIRDS VOTE OF THE CITY COUNCIL OF THE CITY OF LOWELL, as follows:

That the City Manager be and is hereby authorized to execute a License Agreement between the City of Lowell and Kiwanis Club of Greater Lowell, relative to property at 375 Merrimack Street to be used for the Monster Bash haunted house on October 27, 2023 through October 29, 2023, all as more fully described in the form, or substantially the form, attached hereto.

COMMONWEALTH OF MASSACHUSETTS

CITY OF LOWELL

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made at Lowell, Middlesex County, Massachusetts, between the CITY OF LOWELL, a municipal corporation of the Commonwealth of Massachusetts, hereinafter called "LICENSOR", and KIWANIS CLUB OF GREATER LOWELL, with an address at PO Box 174, Lowell, MA 01852, hereinafter called "LICENSEE", WITNESSETH THAT:

The LICENSOR owns property at 375 Merrimack Street, known as City Hall, hereinafter called the "SITE", attached hereto as "Exhibit A" and made a part hereof; and

WHEREAS, the LICENSEE desires access to said property to be used for their annual Monster Bash haunted house on October 28, 2023; and

WHEREAS, the LICENSOR hereby grants to the LICENSEE a license to use the SITE as shown on the plan marked Exhibit "A" for the purpose of this event commencing October 27, 2023 and terminating October 29, 2023;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. LICENSEE shall be responsible for the maintenance and repair of the premises for use, the LICENSOR does not warrant the condition of the premises.
2. The LICENSEE shall at the expiration or other termination of this LICENSE remove all LICENSEE's debris, trash, goods, and effects from the licensed premises and restore any areas damaged or disturbed by the use of the SITE to its previous condition.
3. It is agreed that this is a LICENSE only, that the LICENSEE shall, at all times, maintain sufficient insurance policies on the premises, naming the City as an "additional insured" in an amount not less than \$500,000.00, and agrees to hold the City harmless from any and all injuries resulting from said use of the property under this LICENSE. LICENSOR shall have the right to inspect the property at any time during the period of said LICENSE granted hereunder;
4. 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.

5. 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.
6. The LICENSEE shall pay all costs of utilities it incurs during its use of the premises.
7. This LICENSEE 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 (including, but not limited to organizers, staff, vendors and third party spectators), or property which might occur on account of the LICENSE for the use of the SITE located at City Hall/375 Merrimack Street, Lowell, Massachusetts, or from use of any and all associated access areas including all as shown on Exhibit "A". Parties acknowledge that LICENSOR's liability may be governed by MGL c. 258, as amended.
8. The LICENSEE agrees that the LICENSOR shall not be responsible for any damage, or loss from any cause whatsoever to any property or equipment stored by the LICENSEE on the licensed premises during the existence of this LICENSE.
9. 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, tear and vegetation removal excluded. LICENSEE hereby agrees to be responsible for, and to pay for the cost of any damage to the LICENSOR regarding the licensed premises.
10. 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.
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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as a contract under seal this ____ day of _____ 2023.

CITY OF LOWELL, MA

KIWANIS CLUB OF GREATER LOWELL

By: _____
Thomas A. Golden, Jr., City Manager

By: _____

APPROVED AS TO FORM:

Corey Williams, City Solicitor

Exhibit "A"





Thomas A. Golden, Jr.
City Manager

Shawn Machado
Assistant City Manager

September 12, 2023

Mayor Sokhary Chau
And
Members of the City Council

Re: Lease Agreement – Kiwanis Club of Greater Lowell

Dear Mayor Chau and Members of the City Council:

Attached is a vote authorizing the City Manager to enter into a license agreement with Kiwanis Club of Greater Lowell. The vote will authorize the use of City Hall for the Monster Bash haunted house on October 28, 2023.

Very truly yours,

Thomas A. Golden, Jr.
City Manager

Attachment: License Agreement
Exhibit "A"