

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 Lowell Festival Foundation for use of City of Lowell property in the Downtown area for the purpose of the 2026 Lowell Folk Festival.

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The City of Lowell owns the streets and sidewalks of Downtown Lowell; and

Lowell Festival Foundation has requested access to said property to be used for the Lowell Folk Festival on July 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup>; and

A License Agreement for such purpose is needed; and

The City of Lowell is willing to grant access to Lowell Festival Foundation, onto the property for the purpose of this event commencing on July 24, 2026 and terminating on July 26, 2026.

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

That the City Manager is hereby authorized to execute a License Agreement between the City of Lowell and Lowell Festival Foundation for use of City of Lowell property in the Downtown area for the purpose of the 2026 Lowell Folk Festival, all as more fully described in the form, or substantially the form, attached hereto.

Said License shall be predicated upon adequate insurance coverage which coverage shall be kept in force so long as the License Agreement continues under this License. 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.

## 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 the "LICENSOR", and LOWELL FESTIVAL FOUNDATION, duly established with principal offices at 67 Kirk Street, Lowell, MA 01852, hereinafter called "LICENSEE", WITNESSETH THAT:

The LICENSOR hereby grants to the LICENSEE a license for use of City of Lowell property located in and around the Downtown area of Lowell, MA, as shown in Exhibit "A" attached hereto and made a part of this License Agreement for the purpose of the 2026 Lowell Folk Festival.

IT IS FURTHER AGREED that this is a License only, the LICENSEE shall, at all times, maintain sufficient insurance policies on the premises, naming the City as one of the "insured", and agrees hereby to hold the City harmless from any and all injuries to persons or property resulting from said encroachment under this License or from the use, direct or indirect of the City property.

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 Cultural Affairs and Special Events Office of the City of Lowell.

Said License shall be predicated upon and shall not be in effect until adequate insurance coverage, satisfactory to the Cultural Affairs and Special Events Office 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.

This License Agreement is conditioned upon the LICENSEE's possessing and retaining any required licenses from the City of Lowell License Commission and the Board of Appeals relative to use of the licensed area.

This License Agreement is issued under the authority and in accordance with the Vote of the City Council of Lowell on this subject dated January 6, 2026.

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 the use by LICENSEE of City of Lowell property.

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.

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.

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.

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

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 \_\_\_\_\_ of January, 2026.

CITY OF LOWELL

LOWELL FESTIVAL FOUNDATION

\_\_\_\_\_  
Thomas A Golden, Jr.  
City Manager

By: \_\_\_\_\_  
Lee Vilieisis

APPROVED AS TO FORM

\_\_\_\_\_  
Corey Williams  
City Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned Notary Public, personally appeared Thomas A. Golden, Jr., 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:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me the undersigned Notary Public, personally appeared Lee Vilieisis, proved to me through satisfactory evidence of identification, \_\_\_\_\_, to be the person whose name is signed on the preceding document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
, Notary Public

My commission expires:

# Lowell Folk Festival Restricted Vendor Area Map

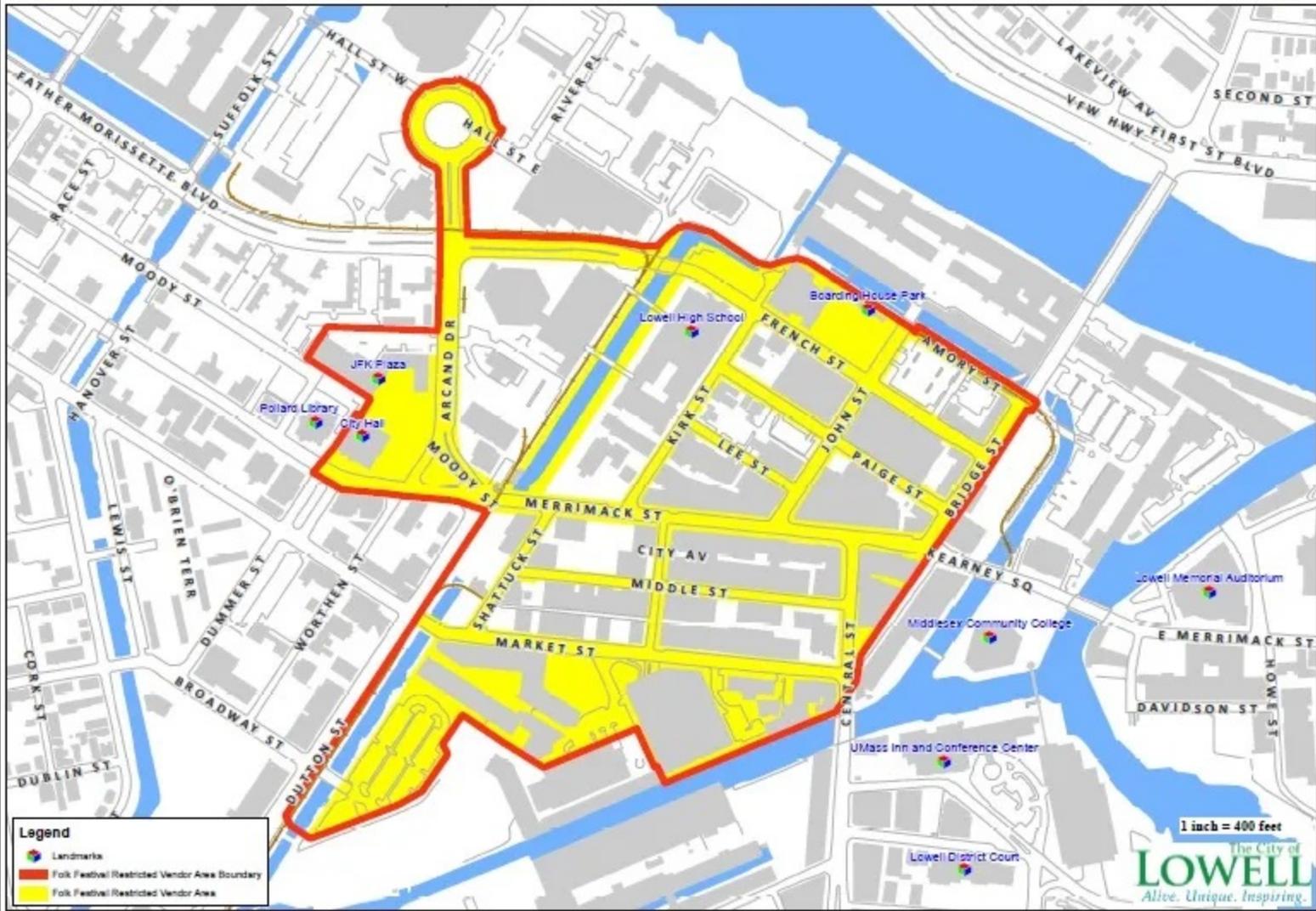


Exhibit "A"



Thomas A. Golden, Jr.  
*City Manager*

Shawn Machado  
*Assistant City Manager*

January 6, 2026

Mayor Daniel P. Rourke  
And  
Members of the City Council

Re: License Agreement – Lowell Festival Foundation

Dear Mayor Rourke and Members of the City Council:

Attached is a vote authorizing the City Manager to enter into a license agreement with Lowell Festival Foundation for use of Downtown Lowell streets and property during the Folk Festival. The City, through its Cultural Affairs & Special Events Office, is once again collaborating with Lowell Festival Foundation to hold the 39<sup>th</sup> Anniversary Lowell Folk Festival on July 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup>. The Folk Festival is a staple cultural event and time-honored tradition in Lowell. We are excited for its return.

Very truly yours,

Thomas A. Golden, Jr.  
City Manager

Cc: Peter Crewe, Director of Cultural Affairs & Special Events