

## *LICENSE*

### **I. PARTIES**

A. **CITY OF CONCORD**, a municipal corporation duly existing under the laws of the State of New Hampshire and having a usual place of business at 41 Green Street, Concord, New Hampshire 03301 (“Licensor”).

B. **NEW HAMPSHIRE POLICE ASSOCIATION**, a nonprofit corporation in the State of New Hampshire, having a principle place of business at 814 Elm Street, Suite 512, Manchester, New Hampshire 03101 (“Licensee”).

### **II. PURPOSE**

The purpose of this License is for the Licensor to authorize Licensee the right to maintain an accessible walkway/ramp and entry way to a building owned by the Licensee on a portion of Licensor’s land abutting 8 Centre Street, Concord, New Hampshire (“Licensed Area”). The location of the accessible walkway/ramp is shown on the sketch affixed to the original License granted to MJSB Associates dated December 16, 1999, which by reference is made a part of this License.

### **III. USE OF LICENSED AREA**

If the Licensee ceases to use the premises for purposes that necessitate an accessible walkway/ramp, the Licensee shall immediately, at its own expense, remove the accessible walkway/ramp and restore the Licensed Area to a condition satisfactory to the City Engineer. If Licensee fails to remove the accessible walkway/ramp from the Licensed Area and restore Licensed Area within thirty (30) days of ceasing to do business that necessitates an accessible walkway/ramp, Licensor may remove the accessible walkway/ramp and restore the Licensed Area. Licensee shall pay Licensor for any and all work performed by Licensor in the restoration of the Licensed Area.

### **IV. MAINTENANCE**

The Licensee agrees to maintain the accessible walkway/ramp at its sole cost and will be responsible for all future maintenance.

The Licensee shall keep the accessible walkway/ramp in good condition and repair, safe for public travel and use, and free from snow, ice, and dirt to the satisfaction of Licensor.

### **V. TERMINATION**

Either party may terminate this License at any times and for any reason with a ten (10) day written notice to the non-terminating party. In the event of termination, the Licensee shall immediately, but no more than thirty (30) days following notice, at its sole expense, remove the

accessible walkway/ramp and restore Licensor's property to a condition satisfactory to the City Engineer.

## **VI. INDEMNIFICATION**

Licensee shall defend, indemnify and hold harmless Licensor and its officials, agents and employees (collectively, the "*Indemnified Parties*"), from and against all loss, damage, expense, liability, and other claims, including court costs and reasonable attorneys' fees (collectively, "*Liabilities*") resulting from any third party actions relating to the breach of any representation set forth in this License and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Licensee (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Licensee to indemnify the Indemnified Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Licensor. Additionally, to the fullest extent permitted by law, no official, employee, agent, or representative of the Licensor shall be individually or personally liable for any obligation or liability of Licensee under this License.

Further, Licensee agrees that the Licensor, its agencies and their employees, agents, and representatives shall not incur any legal liability whatsoever to Licensee for any damage to the accessible walkway/ramp or to any other property or employee of Licensee or to any other person or entity hired by or affiliated with Licensee resulting from or arising out of any ownership and use of the accessible walkway/ramp to the Licensee's building.

## **VII. INSURANCE**

The Licensee shall maintain a premises liability insurance policy on the license area with aggregate limits of \$1,000,000 per person and \$1,000,000 per occurrence. The City of Concord shall be named as an additional insured on the policy and at least thirty (30) days' notice will be given to the City before cancellation of coverage. The failure to maintain such insurance by the Licensee shall be grounds for the City to terminate this License.

## **VIII. COMPLIANCE WITH LAW**

The Licensee shall use, possess, maintain, repair, and replace said Licensed Area, and any improvements to the accessible walkway/ramp, in compliance with all applicable federal, state, and local laws, codes, ordinances, statutes, rules, and regulations, and in accordance with any and all federal, state, and local permits and approvals.

## **IX. NOTICES**

Any notice or other communication required by this License Agreement will be deemed to have been duly given, if deposited in the U.S. Mail, postage prepaid, and addressed to the other party at the address set forth in the identification of the parties in this Agreement.

## **X. DISPUTES**

The parties hereby submit to the jurisdiction of the courts of the State of New Hampshire and the courts from which an appeal from such trial venue may be taken or other relief may be sought for purposes of any action or proceeding arising out of this License or any related agreement, and further waive any and all objections they may have as to venue in such courts and waive all rights to bring any such action or proceeding before any other court or tribunal. All legal actions taken by the parties shall be commenced in Merrimack County New Hampshire Superior Court.

## **XI. ENTIRE AGREEMENT**

This License embodies the entire agreement and understanding between the parties hereto relating to the subject matter hereof and thereof, and supersedes all prior agreements and understandings between the parties.

## **XII. NO ORAL WAIVER, MODIFICATION, OR TERMINATION**

This License may not be changed, modified, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties hereto or by the party against which enforcement is sought. Any change, modification or amendment, which requires the consent or approval of a Governmental Authority, shall be effective only upon receipt of such approval.

## **XIII. GOVERNING LAW**

This License shall in all respects be governed by, and construed and enforced in accordance with, the laws of the State of New Hampshire.

## **XIV. SEVERABILITY**

If any term or provision of this License or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and be enforced to the fullest extent permitted by law.

## **XV. NO THIRD PARTY BENEFICIARIES**

This License is solely for the benefit of the parties hereto and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto.

**XVI. CAPTIONS**

The captions and headings throughout this License are for convenience of reference only and the words contained therein shall in no way be held or deemed to define, limit, explain, modify, amplify, or add to the interpretation, construction or meaning of any provisions of, or the scope or intent of this License, nor in any way affect this License, and shall have no legal effect.

**XVII. AUTHORITY OF LICENSOR**

Authority for the City Manager to enter in this License Agreement on behalf of the Licensor was granted by the City Council on January 8, 2018, and is hereby incorporated into this Agreement by reference.

**CITY OF CONCORD**

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Date

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Thomas J. Aspell, Jr.  
City Manager

This License and the terms contained therein are accepted by Patrick Cheetham, President of the New Hampshire Police Association.

**NEW HAMPSHIRE POLICE  
ASSOCIATION**

\_\_\_\_\_  
Date

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Patrick Cheetham, President