

## AMENDED LICENSE AGREEMENT

The 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"), hereby authorizes and licenses THE 1883 BLACK ICE POND HOCKEY ASSOCIATION of \_\_\_\_\_, Concord, New Hampshire 03301 ("Licensee"), to display its Black Ice Pond Hockey Tournament Flags *and banners* on City owned streetlight poles subject to the following terms and conditions.

1. **Location:** This license only permits flags *and banners* to be installed on light poles within the City's right-of-way along North Main Street (between Centre / Loudon Road and Pleasant Street), as well as South Main Street (between Pleasant Street and Concord Street). ~~Flags may only be installed on South Main Street starting on January 1, 2017 upon the City's completion of its Downtown Complete Streets Project.~~
2. **Description of Streetlight Pole Flags and Banners:**
  - a. **Streetlight Pole Flags:** Flags shall be 2' wide by 3' long mounted on standard wooden or metal flag poles not greater than 6' in length, and shall be substantially similar to the conceptual designs presented to, and approved by, the Concord City Council on December 14, 2015, ~~as attached to this Agreement.~~ Fabric for the flags shall be Nylon, Polyester, or another material as approved by the City Manager.
  - b. **Banners:** *Banners shall comply with the City's Lamp Post banner program's dimensional and material requirements.*
3. **Installation & Removal:**
  - a. **Installation & Removal by City:** The City shall provide the necessary labor and equipment to install and remove the flags *and lamp post banners*. Installation shall occur within approximately ~~7~~ **7-14** calendar days prior to the event. Removal shall occur within approximately 7 calendar days after the event. Installation and removal timeframes are subject to weather and availability of City labor and equipment.
  - b. **Condition of Flags:** The City reserves the right to not install, or to cause to be removed, any flags *or banners* that the City deems to be in poor condition or a threat to public health, safety, or property.
  - c. **Costs:** The 1883 Black Ice Pond Hockey Association shall be solely responsible for all costs associated with installation and removal of the flags *and banners*—***with the exception of City labor costs.*** The Licensee shall ~~also~~ promptly reimburse the City for any out of pocket expenses incurred by the City to supplement supplies or materials needed to accomplish installation. Payment shall be provided to the City for such costs not later than thirty days from date of invoice.

4. **Storage:** The Licensee shall be solely responsible for storage of the flags at a location secured by the Licensee at its sole expense. The City will pick-up and deliver the flags to the Licensee's designated storage location, provided it is located within the City of Concord.
  
5. **Term:**
  - a. **Initial Term:** The initial term of this License shall be for 1 year, commencing on January 1, 2016 and terminating on December 31, 2016.
  
  - b. **Extensions:** This license may be extended on a year to year basis, subject to the City's sole ~~Manager's~~ approval and subject to any policies or ordinances which may be established regarding use of City-owned light poles.
  
6. **Interference with City's Right-of-Way:** The flags *or banners* shall not adversely affect the City's use or maintenance of its aforementioned rights-of-ways.
  
7. ~~**Indemnification & Hold Harmless:** In consideration of the foregoing grant and the privileges therein specified, the Licensee hereby agrees to indemnify, hold harmless, and defend the Licensor from any and all liability arising out of, or incident to, the flags *and banners*, their installation / removal / transport by the City, as well as their existence, use on the light poles, or maintenance, except for liability arising out of the sole negligence or willful misconduct of the Licensor or its employees. The Licensor shall be held harmless from damage or destruction of said flags while they are in the Licensor's possession, and the Licensee agrees that the Licensor shall not be liable for any loss, damage or destruction to the flags while they are in the Licensor's possession and/or installed on the light poles, whether caused by the Licensor or third parties. This provision shall survive the expiration or early termination of the license agreement. The Licensor shall be held harmless from damage or destruction of said flags *and banners* while they are in the Licensor's possession, and the Licensee agrees that the Licensor shall not be liable for any loss, damage or destruction to the flags *and banners* while they are in the Licensor's possession and/or installed on the light poles, whether caused by the Licensor or third parties. This provision shall survive the expiration or early termination of the license agreement.~~
  
8. ~~**Insurance Requirement:** The Licensee shall furnish to the City a certificate that the Licensee has in force a general liability insurance, naming the City as an additional insured as it pertains to this license, in an amount not less than \$1,000,000 per incident or occurrence, \$2 million aggregate, as set forth within Exhibit 1. The Licensor shall be named as an additional insured in said policy or policies, and the Licensee shall furnish to the Licensor original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this Agreement, and renewal Certificates of Insurance if coverage has an expiration or renewal date occurring during the term of this license agreement. All certificates shall provide that the Licensor be given thirty (30) days written notice prior to any change, substitution or cancellation before the stated~~

~~expiration date.~~

9. **Termination**: Either party may terminate this license agreement at any time and for any reason upon thirty (30) day written notice to the other party. Notice shall be sent to the address listed above, or such other address which the parties may have on file, by first class mail.
10. **Assignment**: This license is granted to the Licensee only, and cannot be conveyed, assigned, or otherwise transferred without the Licensor's written consent.

11. **Complete Agreement and Modification.** The terms of this license agreement shall supersede the terms of any prior agreements between the parties. This license agreement may not be modified or amended unless mutually agreed upon in writing by the parties with reference made to this license agreement.

12. **Choice of Law and Venue.** This license agreement shall be governed by and construed under, and pursuant to the laws of, the State of New Hampshire, exclusive of the laws relating to conflict of laws. Any dispute under this license agreement shall be resolved within the venue of the Merrimack County Superior Court in the State of New Hampshire, or its equivalent jurisdictional successor.

Authority for the issuance of this *amended* license was granted by an affirmative action of the City Council on ~~December 14, 2015~~ *January 14, 2018*.

City of Concord

By: \_\_\_\_\_  
Thomas J. Aspell, Jr.  
City Manager  
Duly Authorized

Date: \_\_\_\_\_

The 1883 Black Ice Pond Hockey Association

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
President  
Duly Authorized

Date: \_\_\_\_\_