

**TOWN OF FOXBOROUGH TEMPORARY LICENSE AGREEMENT
FOR USE OF TOWN SIDEWALKS, WAYS AND PROPERTY
FOR EXPANSION OF SEATING AND RESTAURANT OPERATIONS DUE TO
LIMITATIONS IMPOSED BY THE COVID-19 PANDEMIC**

This Temporary License Agreement is made this _____ day of June, 2020, by and between _____, collectively and singularly being the “**Licensees**” hereunder, unless otherwise specified (meaning the Licensee itself, its employees, himself, herself, their representatives, agents, officers, officials, members, consultants, invitees and those acting under its authorization) and the Town of Foxborough, Town Hall, 40 South Street, Foxborough, MA 02035 (“**Town**”, meaning the Town itself, its employees, representatives, agents, officers officials, consultants and those acting under its authorization).

WHEREAS, Licensees have requested from Town permission to temporarily use Town sidewalks, ways or other areas as shown on the attached and incorporated sketch (Property) for the purpose of temporarily expanding its restaurant operations into the Property due to restrictions on normal operations due to the COVID-19 Pandemic; and

WHEREAS, the Town, acting by and through the Town Manager, wishes to grant temporary permission for said use, subject to the following terms and conditions; and

WHEREAS, the Licensees are agreeable to said terms and conditions;

NOW THEREFORE, Town and Licensees do hereby covenant and agree as to the entering into of this temporary license (called License or Temporary License, which term shall be interchangeable).

1. This exclusive license is granted for the period of _____ a/p.m. on June _____, 2020 to _____ a/p.m. on _____, 2020, unless terminated or extended sooner.
2. The sole purpose of the license is for the temporarily expansion or alterations of the restaurant operations into the Property due to restrictions on normal operations due to the COVID-19 Pandemic. Food and alcohol may be served and consumed so long as the appropriate local and state licenses are obtained and in effect.
3. The following activities are not permitted under this license: (i) placing any structure, sign, bulletin board, post, pole, or advertising device of any kind whatever upon the Property or to attach any notice, bill, poster, sign, wire, rope, or cord to any tree, shrub, fence, railing, post or structure in such areas, except as previously authorized by the Town in writing or to engage in any other activity other than that permitted by this Temporary License Agreement; notwithstanding the foregoing, Licensees may as part of this license place a reasonable number of directional signs, which shall be removed at the conclusion of the license; or (ii) use of combustibles or fire in any fashion or the discharge of weapons or fireworks, or consumption or having possession of any alcoholic beverages whatsoever unless the same is included in an alcoholic beverages license issued by the Town and approved by the ABCC or engage In any activity which is contrary to any federal, state or local law; or (iii) make any other use of the Property other than that allowed hereunder; or (iv) engage in any noisome or noxious or disturbing activity, having due regard for the neighborhood.
4. This license is granted only for the purposes and upon the terms and conditions stated herein and is conditioned on the Licensees’ agreement which is evidenced by the signatures of the Licensees below.

5. Licensees agree to (i) indemnify, defend and hold harmless the Town from any and all loss, claims, damages including reasonable outside attorney's fees, arising out of or related to the Licensees' use, occupancy, and Improvements on the Property authorized for herein or from any related act or omission of any representative, agent, invitee, customer, patron, agent, employee, or guest of Licensees; (ii) fully and completely protect the Town against any and all claims or litigation growing out of the Licensees' use or anything done by Licensees under such license; (iii) return the Property to the same condition and degree of cleanliness or better that it was in prior to the commencement of the use promptly at the expiration or termination of this License (reasonable wear and tear excepted); Licensees shall be responsible for any repairs or clean up costs required as a result of Licensees' use of the Property; (iv) remove any item of property left or placed in or on the Property by Licensees promptly at the expiration or termination of this License, (v) faithfully and completely perform and observe all of the terms and conditions of this License; and perform such other reasonable requests as may be made from time to time concerning the Licensees' use of the Property by the Town or its representatives. The indemnification, defense and hold harmless rights and obligations shall accrue immediately upon the utterance of a claim or complaint covered by this agreement, regardless of other claims simultaneously brought, and shall not be contingent upon the merits of such claim or questions of fact raised by the claim or complaint.
6. The Town reserves the right at any time to immediately upon notice to Licensees or posting of notice at the site terminate and cancel this license prior to its expiration for any cause as determined in the best interests of the Town, and all rights granted hereunder shall immediately terminate and cease and the Town shall not be held liable by reason thereof.
7. This License is not transferable or assignable and Licensees shall be responsible for any uses permitted hereunder. Licensees shall supervise and observe any and all use of the property during the License period and shall be solely responsible for the Use of the Property during the term hereof.
8. Licensees shall take all reasonable steps necessary to secure and protect the property and to prevent access by those not authorized.
9. The Town shall incur or assume no liability for any damage or loss of the property of the Licensees or others and no claim shall be made therefore against the Town. The use of the Property is at the sole risk of the Licensees and not the Town. Licensees acknowledge that they have inspected the site and are satisfied as to the suitability of the site for its purposes. No warranty or representations as to the site or its suitability for any particular purposes is made by the Town. The Property is licensed in its "as is" condition. No action or inaction of the Town shall constitute or be construed to be an explicit and specific assurance of safety or assistance. The Town may inspect the site at any time.
10. The Licensees further agree to have said area included in their business operations and liability insurance coverage and to add the Town as an additional insured for the premises and property, or provide other insurance coverage acceptable to the Town, and to promptly deliver to the Town Manager a copy of said insurance certificate, said insurance to be at all times to be in amounts, terms and conditions deemed satisfactory by the Town from time to time, and coverage per Section D. of the Board of Selectmen's regulations pertaining to Temporary Outdoor Dining Areas, dated June 3, 2020, and with companies satisfactory to the Town and authorized to do business in the Commonwealth of Massachusetts. If alcohol is served on the premises or Property, Licensee shall include the Town as an additional insured on its liquor liability insurance under terms and conditions acceptable to the Town.
11. Licensees acknowledge that they are responsible for obtaining and maintaining any other permits, authorizations, permissions, licenses and the like which may be needed for this activity. This license is only for the use of property as is the property of the Town or under its control to the extent that it may grant this license.

12. Licensees agree to promptly reimburse or pay for and pay to the Town any actual sustained costs or expenses, or time for its employees, incurred by the Town directly or indirectly arising from the Licensees' use of the Property. The Licensees acknowledge and understand that the Town is not expected to or obligated to take any action relative to the Licensees' use of the Property or items thereon.
13. This document may be signed in duplicate originals, each of which when joined together shall constitute a valid agreement.

Executed as a sealed instrument this _____ day of June 2020:

Licensee(s)

By: _____

Name of Licensee(s) _____

Telephone, must include a cell phone or other means of contact at any time:

Town of Foxborough, Massachusetts

By: _____

William G. Keegan, Jr.

Town Manager