

HISTORIC INDUSTRIAL TRUST BANK BUILDING

EVENT SPACE LICENSE AGREEMENT

LICENSE AND TERMS OF USE



The Westerly Land Trust ("WLT") is pleased to enter into this Agreement with _____ ("Licensee") on this ___ day of _____, 20__ (the "Effective Date") for Licensee's use of the Historic Industrial Trust Bank Building ("Facility"), subject to the following terms and conditions:

EVENT DATE: _____

EVENT TIME: _____

1. Limited, Revocable License

The WLT grants to Licensee, and Licensee accepts, a limited, revocable, license to use the Facility solely on the Event Dates, and during the Event Hours, subject to the terms and conditions as agreed upon below. Licensee agrees to use the Facility in accordance with the Additional Terms and Conditions attached to this Agreement.

2. Fees; Deposits

Licensee shall pay to the WLT _____ USD upon the execution of this Agreement for use of the Facility, in accordance with the Application Form executed prior to this Agreement (the "License Fee"). The WLT shall not reserve an Event Date and Event Time until Licensee has tendered the full License Fee, Reservation Fee and Damage Deposit, and failure to tender the full License Fee, Reservation Fee and Damage Deposit at least thirty (30) days prior to an Event Date shall be grounds for the WLT to revoke this License. Upon such revocation, the WLT shall refund any tendered License Fee to Licensee within thirty (30) days of such revocation, provided that WLT shall be entitled to retain the full amount of the Reservation Fee and Damage Deposit, and neither party shall have any further rights and/or obligations hereunder.

3. Cancellations

Upon cancellation of a reserved Event Date and/or Event Time, WLT shall refund any tendered License Fee to Licensee within thirty (30) days of such notice of cancellation, provided that WLT shall have the right to retain the Reservation Fee and Damage Deposit. Notwithstanding the foregoing, the Licensee will be entitled to a refund of the full Damage Deposit if Licensee provides notice of cancellation to the WLT at least thirty (30) days prior to the Event Date.

4. No Warranty

The Facility is provided "AS IS", "WHERE IS" and without warranty as to the suitability of the Facility for Licensee's intended use. Licensee shall deliver the Facility to WLT in as good condition as when received by Licensee.

5. Insurance

Not later than ten (10) days prior to the event or exhibit, the Licensee shall provide an Insurance Certificate for the event(s) and exhibit(s) in an amount acceptable to WLT, naming WLT and the Royce Family Fund as additional insureds for the following coverages: (a) damage to the Facility and the equipment and furnishings therein caused by the Licensee, its officers, employees, agents, representatives, volunteers, guests and invitees; and (b) personal injuries to WLT's or applicant's officers, employees, agents, representatives, volunteers, invitees and guests or their property arising out of the use of the Facility.

6. Indemnification

The Licensee shall defend and indemnify and hold harmless WLT, the Royce Family Fund, and their respective directors, officers, employees, agents or representatives, from and against any and all liability, losses, claims, demands or causes of action, including attorney's fees, that may be alleged or asserted against arising out of the event, exhibit, or use of the Facility, whether for personal injury, property damage or otherwise.

7. Right of Entry

WLT, and those persons authorized by it, shall have the right to enter the Facility at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency involving possible injury to property or persons in or around the Facility.

8. Revocation

This Agreement is revocable by WLT in its discretion at any time upon written notice from WLT to Licensee, and upon revocation, all Fees and Deposits shall be refunded.

9. Miscellaneous

A. ENTIRE AGREEMENT; GOVERNING LAW: This License Agreement, together with any exhibits attached hereto, contains the complete agreement of the parties concerning the subject matter, and supersedes any prior oral or written understandings, representations, or agreements pertaining thereto which have not been incorporated herein. This License Agreement shall be construed and governed by the laws of the State of Rhode Island.

B. NO AMENDMENT: No amendment or modification to this License Agreement shall be binding upon WLT unless same is in writing.

C. LICENSE ONLY: This License Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall, in no event, be deemed to create any other relationship, including without limitation landlord-tenant, principal-agent, master-servant, employer-employee or partner-joint venturer.

D. NO ASSIGNMENT: This License Agreement is for the sole benefit of the Licensee and the WLT, and Licensee may not assign or transfer its obligations or rights under this License Agreement. Any assignment or transfer contrary to the provisions of this paragraph shall be null and void.

E. ENFORCEMENT. Licensee shall be responsible for all costs, expenses and reasonable attorney's fees incurred by WLT in enforcing this Agreement in the event WLT prevails in any such enforcement.

F. EVENT PERMITS. Licensee shall be responsible for paying fees for and acquiring all required event permits from the Town of Westerly, including a liquor license. Event permits must be on site during the event. Licensee shall be responsible for obtaining event approval from the Westerly Fire Department (WFD) and Licensee will pay fees to hire event fire personnel, as required.

License and Terms of Use: Additional Terms and Conditions

Use of Facility

1. The Facility is available for rental by non-profit groups or organizations.
2. The first floor may be used for a variety of functions including, but not limited to, lectures, musical performances, art exhibits, and other social gatherings.
3. The second floor mezzanine may be used for limited seating or pedestrian traffic, as approved on a case by case basis.
4. The basement may be used for catering purposes.
5. The Facility can accommodate up to 125 persons for standing events and up to

75 persons for seated events, depending upon approved mezzanine use. Capacity is strictly observed.

Event Rules and Regulations

1. ALCOHOLIC BEVERAGES:

a) Alcohol may be served to persons over the age of 21 under the terms and conditions consistent with the applicable Rhode Island State laws as long as the Licensee abides by the following rules:

i) Licensee shall take full responsibility for and hold the WLT and Royce Family Fund and harmless from ALL liability arising from the serving and consumption of alcoholic beverages;

ii) If caterers are to serve or provide a bartender to serve alcoholic beverages, the caterer shall provide to the Events Coordinator a certificate of insurance evidencing a Liquor Liability Policy at least seven days prior to Event Date.

2. NO SMOKING OR OPEN FLAMES: The Industrial Trust Bank Building is a smoke-free environment. Smoking is prohibited in all areas of the Building at all times. In addition, no open flame of any kind is allowed in any part of the Building at any time.

3. DECORATIONS: The Licensee is informed that the Industrial Trust Bank Building is an historic structure and no adhesive, tape, tacks, nails, staples or other such fasteners will be stuck to walls, doors, or woodwork of the Building or its furnishings. All decorations will be of non-flammable material and will not hinder entrance or egress or fire alarm systems. No holes shall be made in any part of the Building or its furnishings.

By signing below, you agree that you have read, understood and agree to be bound by the terms of this License Agreement.

WESTERLY LAND TRUST

By: _____ Date: _____
Kelly Presley, WLT Executive Director

LICENSEE

By: _____ Date: _____