

28TH BOARD OF REPRESENTATIVES CITY OF STAMFORD

President
RANDALL M. SKIGEN
Clerk of the Board
ANNIE M. SUMMERVILLE

Majority Leader
ELAINE MITCHELL
Minority Leader
ROBERT "GABE" DELUCA

**RESOLUTION NO. 3490
APPROVING A LICENSE AGREEMENT BETWEEN THE
CITY OF STAMFORD AND MILL RIVER COLLABORATIVE, INC.
FOR MILL RIVER'S USE OF PROPERTIES LOCATED AT 1050 WASHINGTON
BOULEVARD (A/K/A 1056 WASHINGTON BOULEVARD, 1 WHITTAKER PLACE, 4-
12 WEST PARK PLACE, 3-17 WEST PARK PLACE)**

**NOW THEREFORE BE IT RESOLVED BY THE 28TH BOARD OF
REPRESENTATIVES THAT:**

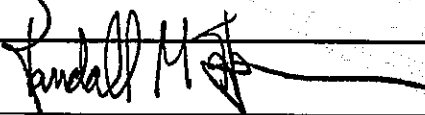
Pursuant to Section C1-50-3 of the Stamford Charter and Section 9-7 of the Stamford Code of Ordinances, the license agreement ("License") between the City of Stamford ("Licensor") and Mill River Collaborative, Inc. ("Licensee") for the Licensee's use and/or sublicense of certain properties located in Stamford, Connecticut commonly known as 1050 Washington Boulevard (a/k/a 1056 Washington Boulevard, 1 Whittaker Place, 4-12 West Park Place, 3-17 West Park Place) for a series of public or private events in accordance with the terms and conditions set forth in the License, which is incorporated herein by reference, for a term commencing on the date first above written on the License and terminating on December 31, 2012, is hereby approved; and

The Mayor is hereby authorized to execute the License and to execute any instrument he deems necessary or desirable in connection with the execution of such License.

This Resolution shall be effective as of the date of approval.

Adopted by the 28th Board of Representatives of the City of Stamford on the 7th Day of May, 2012.

This resolution was approved on the Consent Agenda at the regular monthly meeting of the 28th Board of Representatives held on Monday, May 7, 2012.



Randall M. Skigen, President



Annie M. Summerville, Clerk

cc: Mayor Michael Pavia
Donna Loglisci, Town & City Clerk
Ernie Orgera, Director of Operations

Peter Privitera, Acting Dir. of Admin.
Law Department

LICENSE AGREEMENT

This License Agreement (“License Agreement”) is dated as of the ___ day of _____ 2012, by and between the **CITY OF STAMFORD**, a municipal corporation organized and existing under the laws of the State of Connecticut with an address at 888 Washington Boulevard, Stamford, Connecticut 06901 (“Licensor”), and **MILL RIVER COLLABORATIVE, INC.**, a non-stock corporation organized and existing under the laws of the State of Connecticut with an address at 888 Washington Boulevard, Stamford, Connecticut 06901 (“Licensee”).

RECITALS

WHEREAS, Licensor is the owner of certain properties in Stamford, Connecticut commonly known as 1050 Washington Boulevard a/k/a 1056 Washington Boulevard, 1 Whittaker Place, 4-12 West Park Place, and 3-17 West Park Place (the “Licensed Premises”); and

WHEREAS, Licensee manages a portion of the Licensed Premises pursuant to a management agreement between Licensor and Licensee; and

WHEREAS, Licensee desires to use and/or sublicense the Licensed Premises for a series of public or private events (each, an “Event” and collectively, the “Events”), pursuant to the terms and conditions set forth herein; and

WHEREAS, Licensor is willing to permit the Licensee to use and/or sublicense the Licensed Premises in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Recitals. The recitals are incorporated herein by reference and made a part of this License Agreement.

2. Grant of License.

(a) Licensor hereby grants to Licensee a license to use the Licensed Premises at its sole cost and expense for the Events; provided, that ninety (90) days prior to each Event, Licensee shall deliver notice to Licensor of such Event (each, a “Notice of Event”), which Notice of Event shall be in the form set forth in **Exhibit A**, attached hereto and incorporated herein by reference, and shall state (i) the name of the Event, (ii) the date(s) of the Event, and (iii) whether Licensee will sublicense the Licensed Premises in connection with the Event; provided further, that no Event shall be of a duration of more than fourteen (14) days.

(b) Licensor shall: (i) refer all inquiries relative to the use of the Licensed

Premises to Licensee; and (ii) inform the makers of such inquiries that Licensee administers the planning and booking of the Licensed Premises for use by third parties.

(c) **Licensor shall have sole discretion as to whether or not to permit any particular Event. For each Event, Licensee shall procure written permission of Licensor's Director of Operations that the City agrees to permit each Event.**

3. **Sublicense.** Licensor hereby acknowledges and agrees that Licensee shall have the right to sublicense the Licensed Premises for the Events; provided Licensee shall require each sublicensee to comply with the material terms and conditions of this License Agreement.

4. **Term.** This License Agreement is effective from the date hereof and shall continue through and including December 31, 2012, and thereafter shall renew automatically for additional one (1) year terms unless (i) earlier terminated in accordance with Section 16 herein, or (ii) either party hereto delivers written notice of termination to the other party at least ninety (90) days prior to the end of the then-current term (in which case this License Agreement shall terminate on the last day of the then-current term).

5. **License Fee.** Except as otherwise provided herein, the license fee for Licensee's use of the Licensed Premises is One Dollar (\$1.00). Licensee's payment shall be made payable to the "City of Stamford" and shall be mailed to the attention of Licensor's Cashiering and Permitting Department at Licensor's address set forth above.

6. **Limitations on Grant and Licensee's Rights.** This License Agreement shall not, under any circumstances, constitute nor be construed as a lease of real property. Licensee is granted a license to use the Licensed Premises only, and shall have no real property interests or rights as a tenant in or to the Licensed Premises.

It is agreed and understood by the parties hereto that Licensor is neither the owner of nor has any right, interest or control over the property known as 16 West Park Place, Stamford, Connecticut, and that any use by Licensee of 16 West Park Place, Stamford, Connecticut is not covered by this License. It is further agreed and understood by the parties hereto that the owner(s) of 16 West Park Place, Stamford, Connecticut has/have an easement over and across of a portion of the Licensed Premises known as 1 Whittaker Place, Stamford, Connecticut and that Licensor is permanently enjoined from restricting or interfering with said owner(s)' use of said easement pursuant to a certain injunction, the terms and conditions of which are incorporated herein by reference. Except as may be otherwise agreed to in writing by Licensee and the owner(s) of 16 West Park Place, Stamford, Connecticut, Licensee agrees, warrants and represents that Licensee will abide by said injunction during the License Term and will not permit its officers, agents, employees, guests, invitees, contractors, vendors, members, directors or any person or entity affiliated with Licensee to restrict or interfere with said easement rights.

7. **Indemnification.** Licensee shall defend, indemnify and hold harmless Licensor, its employees, officers and agents from and against any and all claims, demands, liabilities, losses, damages, injuries, costs and expenses, including reasonable attorneys' fees and disbursements caused by or resulting from (a) Licensee's and/or any of its officers', agents', employees', guests', invitees', contractors', vendors', members' and directors' use and/or

presence upon the Licensed Premises, or a condition created by Licensee and/or any of its officers, agents, employees, guests, invitees, contractors, vendors, members and directors during the License Term or during any holdover by Licensee after the expiration or earlier termination of the License Term; (b) any willful misconduct or gross negligence of Licensee and/or any of its officers, agents, employees, guests, invitees, contractors, vendors, members and directors; and (c) any accident, injury or damage occurring at the Licensed Premises during Licensee's and or its officers', agents', employees', guests', invitees', contractors', vendors', members' and directors' use of the Licensed Premises. This indemnification provision shall survive the termination of this License without duration as to time and without limitation as to insurance.

8. Condition of Licensed Premises. Licensee agrees, warrants and represents that it has examined and is familiar with the Licensed Premises and further agrees to accept the Licensed Premises in its "AS-IS" condition. The Licensor makes no agreement, warranty, promise, covenant or representation concerning the existing condition of the Licensed Premises or its suitability for the Events. The Licensee shall be responsible for any damage resulting on or about the Licensed Premises, as reasonably determined by the Licensor.

9. Use and Maintenance of Licensed Premises.

(a) Licensee shall use the Licensed Premises solely for the Events. Licensee hereby agrees, warrants and represents that it shall not use the Licensed Premises for any purpose other than as expressly provided for herein.

(b) During each of the Events, Licensee shall be solely responsible for the maintenance of the Licensed Premises. For purposes of this License Agreement, the term "maintenance" shall include cleaning, clearing of rubbish and debris, removing accumulated snow and ice from the Licensed Premises, sweeping and emptying all trash receptacles, inspecting and replacing all light fixtures, maintaining the parking meters and repairs to and maintenance of the Licensed Premises as needed. Any obligation of Licensor to pay for the expenses, fees, or costs referenced in this License Agreement is subject to appropriation and approval in accordance with the laws of the City of Stamford.

(c) During each of the Events, Licensee may erect or maintain structures on the Licensed Premises, provided that any such structures shall be removed from the Licensed Premises no later than two (2) business days after the termination of such Events, and the Licensee shall be required to restore the Licensed Premises to the same condition they existed immediately prior to the commencement of such Events, normal wear and tear excepted.

10. Equipment, Materials, Utilities and Other Services. Licensor shall not be responsible for providing Licensee with any equipment, materials, utilities or other services it may need for the Events. At its sole cost and expense, Licensee shall be responsible for any and all such equipment, materials, utilities and other services that it may need, including but not limited to the connection, use and disconnection of any such equipment, materials, utilities and other services.

11. Extra Duty Police. During each of the Events, Licensee shall, at its sole cost and expense, be responsible for securing the services of Extra Duty Police from the Stamford Police

Department.

12. Signs; Advertising; Name. Except as permitted by the regulations of the City of Stamford, Licensee shall not erect any signs or other advertisements on or about the Licensed Premises.

13. Taxes. Licensee shall advise its contractors, agents, concessionaires and vendors of their respective obligations to pay any and all applicable taxes that may be due and owing in relation to the goods and services used and provided in connection with Licensee's use of the Licensed Premises for the Events.

14. Compliance With Laws and Other Requirements. Licensee: (i) shall not use the Licensed Premises, or permit the Licensed Premises to be used, in any manner which violates any applicable federal, state and local laws, rules, statutes, codes, regulations, policies or procedures; (ii) shall comply with all laws, rules, statutes, codes, regulations, policies and procedures applicable to the Licensee's use of the Licensed Premises; and (iii) shall obtain all federal, state, and local licenses and permits at its sole cost and expense on or before the commencement of each of the Events.

15. Insurance. At all times during the License Term, Licensee shall procure and maintain, at its sole expense, the following insurance:

(a) General public liability insurance, with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate in respect to bodily injury, One Million Dollars (\$1,000,000.00) for property damage in connection with the Licensed Premises, One Million Dollars (\$1,000,000) for liquor liability insurance (if applicable), One Million Dollars (\$1,000,000.00) for auto liability and Excess/Umbrella insurance, with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. Such insurance coverage shall be in effect as of the commencement of the term of this License Agreement. Licensee shall name Licensor as an additional insured on such policy and deliver a Certificate of Insurance listing Licensor as an additional insured to Licensor within ten (10) days of the date hereof.

(b) Workers' Compensation Insurance in accordance with the laws of the State of Connecticut, and Employer's Liability Insurance with a limit not less than One Million Dollars (\$1,000,000) Bodily Injury Each Accident; One Million Dollars (\$1,000,000) Bodily Injury By Disease - Each Person; and One Million Dollars (\$1,000,000) Bodily Injury to Disease - Policy Limit.

(c) Licensee hereby waives any right of claim against Licensor, and its employees, agents, and officers for any losses, damages and expenses arising out of this License Agreement. All insurance required hereunder shall contain waivers of subrogation against Licensor, and its employees, agents and officers.

(d) All insurance required to be maintained by Licensor shall be issued by insurance companies authorized to do insurance business in the State of Connecticut.

16. Default. Should either party hereto default in the performance of a material provision of this License Agreement and fail to correct same within thirty (30) days after receiving written notice specifying the nature of the default, unless such default is of a nature that it cannot be completely cured within thirty (30) days and a cure is not commenced within such time and thereafter diligently pursued to completion (collectively, the "Notice Period"), then the non-defaulting party may terminate this License Agreement and may pursue all other remedies available to it at law and/or in equity; provided, however, that if an Event is scheduled to begin on any date that is within the Notice Period, this License Agreement and the license granted hereunder shall not terminate until such Event, including any time periods allotted for breakdown and cleanup, have concluded. Upon termination of this License Agreement, Licensee shall immediately deliver possession of the Licensed Premises to Licensor in the same condition they existed immediately prior to the last Event, normal wear and tear excepted.

17. Improvements to the Licensed Premises. Except as otherwise provided herein, Licensee shall not make or permit to be made any alterations, additions, or improvements in or to the Licensed Premises without the prior written consent of Licensor, which consent may be withheld for any reason whatsoever.

18. Restrictions On Transfer. Except as otherwise provided herein, Licensee shall not, either voluntarily or by operation of law, assign, encumber, or otherwise transfer the license or any other interest herein, or permit the Licensed Premises to be occupied by anyone other than Licensee's officers, agents, employees, guests, invitees, contractors, vendors, members, directors and sublicensees.

19. Entry by Licensor. Licensor may, without notice, enter the Licensed Premises at any time to (i) inspect the Licensed Premises, (ii) exhibit the Licensed Premises to prospective purchasers, mortgagees or licensees, or (iii) determine whether Licensee is complying with its obligations under this License Agreement.

20. Brokers. Each of Licensor and Licensee represent and warrant to the other that neither party has dealt with any person or real estate broker with respect to this License Agreement or the Licensed Premises, and each party shall protect, indemnify, hold harmless and defend the other from any liability with respect thereto.

21. Miscellaneous Provisions.

(a) Entire Agreement. This License Agreement contains all of the agreements and understandings relating to the license of the Licensed Premises and the obligations of Licensor and Licensee in connection therewith. Licensor has not made, and Licensee is not relying upon, any warranties, or representations, promises or statements made by Licensor or any agent of Licensor, except as expressly set forth herein. This License supersedes any and all prior agreements and understandings between Licensor and Licensee and expresses the entire agreement of the parties hereto.

(b) Amendments. This License Agreement shall not be amended, changed or modified in any way unless in a writing executed by Licensor and Licensee.

(c) Successors. Except as expressly provided herein, this License and the obligations of Licensor and Licensee contained herein shall be binding upon and inure to the benefit of the successors and assigns of each of the parties hereto.

(d) Force Majeure. Licensor shall incur no liability to Licensee with respect to, and shall not be responsible for any failure to perform any of Licensor's obligations hereunder, if such failure is caused by any reason beyond the control of Licensor including, but not limited to, strike, labor trouble, governmental rule, regulations, ordinance, statute or interpretation, or by fire, earthquake, civil commotion, or failure or disruption of utility services (each, a "Force Majeure"). The amount of time for Licensor to perform any of Licensor's obligations shall be extended by the amount of time Licensor is delayed in performing such obligation by reason of any Force Majeure occurrence.

(e) Governing Law; Jurisdiction. This License Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut. The parties agree to submit all disputes arising under this License Agreement to the state and federal courts located in the State of Connecticut.

(f) Severability. In the event any provision of this License Agreement is found to be unenforceable, the remainder of this License Agreement shall not be affected, and any provision found to be invalid shall be enforceable to the extent permitted by law. The parties agree that in the event two different interpretations may be given to any provision hereunder, one of which will render the provision unenforceable, and one of which will render the provision enforceable, the interpretation rendering the provision enforceable shall be adopted.

(g) Captions. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this License Agreement.

(h) Nonappropriation. Any financial obligation or expenditure of any kind on the part of Licensor shall be subject to prior appropriation and approval of the appropriate City of Stamford boards in accordance with the Stamford Charter and Code of Ordinances.

(i) Service, Sale or Consumption of Wine. Pursuant to Resolution No. 3433 passed by the City of Stamford Board of Representatives on April 4, 2011, the Licensee may serve, sell or permit the consumption of wine on the Licensed Premises provided it meets the conditions that are set forth in said Resolution, the terms and conditions of which are incorporated herein by reference.

(j) Waiver. The failure or delay of either party hereto to exercise a right herein conferred, or to insist upon the strict performance of any provision hereof, shall not be

deemed to a waiver by such party of any its rights with respect to same.

(k) Counterparts. This License Agreement may be executed in a number of identical counterparts, all of which shall together constitute one agreement, and such execution may be evidenced by signatures delivered by facsimile or electronic transmission.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the date above written.

Witnesses:

CITY OF STAMFORD

Name:

By: _____

Name: Michael A. Pavia

Its: Mayor

Duly authorized

Name:

MILL RIVER COLLABORATIVE, INC.

Name:

J.P.

By: _____

Name: J. I. Nixon

Its: Secretary

Duly Authorized

Name:

J. S. Jacobs

Approved as to form:

Approved as to insurance:

Burt Rosenberg

Name:

Burt Rosenberg

Title: ~~Deputy~~ ^{Asst.} Corporation Counsel

Name:

Title: Risk Manager

EXHIBIT A

Form of Notice of Event

(attached)

Mill River Collaborative, Inc.
888 Washington Boulevard
Stamford, Connecticut 06901

_____, 20__

City of Stamford
888 Washington Boulevard
Stamford, Connecticut 06901
Attention: Deputy Corporation Counsel

Ladies and Gentlemen:

Reference is made to that certain License Agreement, dated as of _____, 2012 (the "License Agreement"), by and between the City of Stamford and Mill River Collaborative, Inc. ("MRC"). Capitalized terms used herein shall have the meanings ascribed thereto in the License Agreement.

This letter shall serve to inform you that from [first day of Event] to [last day of Event], MRC will hold the [name of Event] on the Licensed Premises.

MRC [does not plan to sublicense the Licensed Premises in connection with the Event // will sublicense the Licensed Premises to _____ in connection with the Event].

Please do not hesitate to contact _____ at (____) ____ - ____ if you have any questions.

Very truly yours,

MILL RIVER COLLABORATIVE, INC.

By:

Name:

Its:

cc: [Mayor of the City of Stamford]