

## GRANT OF LICENSE

The TOWN OF FALMOUTH, a Municipal Corporation and political subdivision of the Commonwealth of Massachusetts, acting by and through its duly elected **Falmouth Select Board (the Town)**, having its usual place of business at 59 Town Hall Square, Falmouth, Barnstable County, Massachusetts, in consideration of One and 00/100 (\$1.00) Dollar and of the covenants contained herein, does hereby grant to **Farming Falmouth, Inc.**, a Massachusetts not for profit corporation, PO Box 2322 Teaticket 02536 (Licensee), the following License to place and maintain a community garden containing 5,633 sq. ft., more or less, on the Town's property at 67 Davisville Road, East Falmouth, MA, known as the Emerald property and limited to the area shown on Exhibit "A" attached hereto.

This License is granted upon the following terms and conditions:

- a. Said License is revocable by the Town at any time when it deems it appropriate to revoke the same in the best interest of Town and/or public convenience, safety and needs; the Town may revoke this license by sending a notice to the Licensee its successors and assigns at the above-referenced property address;
- b. Upon such revocation, the Licensee, its successors and assigns shall, if and when directed by the Town, remove the community garden and restore the area to its original condition;
- c. If the Licensee, its successors and assigns, fails to remove said community garden all the expenses of the Town to do same or have the same done or any expenses arising from the failure to comply with this License, including attorney's fees, costs and expenses and contractor fees shall be paid by the Licensee, its successors and assigns to the Town upon demand;
- d. Until revoked, this License shall continue indefinitely;
- e. The term of this License shall begin on November 10, 2020;
- f. The Licensee shall be responsible for all utility services, including electric power and water, necessary to maintain a community garden and for this purpose may erect temporary water services;
- g. The Licensee may secure the community garden and appurtenant equipment with a fence subject to approval of the Town Manager;
- h. The Licensee will obtain all necessary licenses and permits for the community garden and comply with all applicable laws, rules and regulations;

- i. The Licensee shall maintain and clean the licensed area and environs in a clean and safe condition, free from litter and debris, on a daily basis;
- j. The Licensee, and the gardeners using the community garden, may use the Emerald House parking area. Emerald House is presently not occupied. In the future the Town's use of Emerald House may create conflicting uses of the parking area and the Town Manager shall have authority to allocate its use among conflicting interest. Use of the nearby parking lot at the East Falmouth Elementary School is not permitted without permission from the Falmouth School Committee, which permission is the responsibility of the Licensee;
- k. Licensee agrees to maintain during the term hereof and until all of the Licensee's responsibilities have been satisfied hereunder a policy of general liability insurance on an occurrence basis under which the Town is named as an additional insured. Such policy shall not be cancelled, non-renewed or modified without at least thirty (30) days prior written notice to Town. The minimum limits of liability of such insurance shall be not less than One Million Dollars (\$1,000,000.00), combined single limit, for personal injury and death, and for property damage arising out of any one incident or disaster. The Licensee shall provide the Town and said Town's designees with a new Certificate of Insurance, showing the Town as additional insured, 30 days prior to the expiration of the then current insurance policy or policies in force.

Upon the execution of this License, a binder of such insurance or, upon written request of Town, a duplicate original of the policy, shall be delivered by Licensee to Town. In addition, evidence of the payment of all premiums of such policies will be delivered to Town. All commercial general liability, property damage liability, and casualty policies maintained by Licensee will be written as primary policies, not contributing with and not in excess of coverage that Town may carry. If Licensee fails to maintain such insurance, which failure continues for ten (10) days after Town gives notice to Licensee of such failure, then Town, at its election, may procure such insurance as may be necessary to comply with the above requirements (but shall not be obligated to procure same), and Licensee shall repay to Town the cost of such insurance plus an insurance failure fee of twenty-five percent (25%) of any such cost. The Town may also elect to terminate this license.


- l. The Licensee agrees to hold the Town free and harmless from any and all liability, claims, losses, damages, costs and expenses resulting from any and all personal injuries including deaths, however caused, if such injuries are sustained upon or result from the use of the licensed area and do not result from the negligence of the Town;

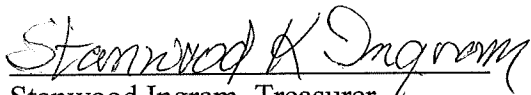
- m. There shall be no alcohol or smoking in the community garden; and
- n. This License is not assignable by the Licensee.

IN WITNESS WHEREOF, Julian M. Suso, Town Manager as authorized by the Falmouth Select Board has signed these presents this 4 day of November, 2020.

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Julian M. Suso, Town Manager

Farming Falmouth,

  
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Jennifer Christian, President

  
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Stanwood Ingram, Treasurer

Date: 11-4-2020

# Exhibit A

