

City of Keene
NEW HAMPSHIRE

**REVOCABLE LICENSE AND
INDEMNIFICATION AGREEMENT**

NOW COME, the City of Keene, a New Hampshire municipal corporation with its principal place of business located at 3 Washington Street, Keene, New Hampshire 03431 (hereinafter “City”) and _____ of _____ (hereinafter “Licensee”) and agree as follows:

WHEREAS, the Licensee desires to use event space, specifically Heberton Hall, the Cohen Hall, Putnum Atrium or the Gallup Minard Courtyard (*circle one*), part of the Keene Public Library located at 60 Winter Street, Keene, New Hampshire on _____ (*day and date*) for the following purpose _____ (*type of activity*), in accordance with the terms and conditions set forth in the Event Space Use Information subject to the execution of a revocable license and indemnification agreement and the receipt of a certificate of liability insurance in the minimum amount of One Million Dollars (\$1,000,000) listing the City as an Additional Insured (“Agreement”); and

WHEREAS, the parties wish to memorialize the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration for the rights and obligations as stated herein, and for further consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. In consideration for the license granted herein, Licensee, on behalf of itself, its agents, employees, contractors, invitees, or trespassers (collectively “Licensee”) does hereby agree to indemnify, defend, and hold the City, its officers, agents, employees, successors and assigns (collectively “City”), harmless from and against any claims, costs, losses, damages, causes of action, including any alleged infringement or unauthorized use of trademarks, copyrights, or other intellectual property rights, personal injuries, property damage (including any damage to the Premises), legal and administrative proceedings, liabilities, defenses, penalties, fines, liens, judgments, and expenses (including all costs, attorney(s)’ fees and related expenses), whether at law or in equity (collectively “Claims”), relating to or arising from the use of the Premises by Licensee. **Licensee understands and agrees that Licensee’s obligation to indemnify, defend, and hold the City harmless includes any Claims based on alleged negligent acts of the City arising from or related to Licensee’s use of the Premises.**

B. Licensee agrees to defend the City, its officers, agents, employees, successors and assigns, from and against any and all Claims brought against the City with

respect to the subject of the indemnification agreement contained herein, whether such Claims are rightfully or wrongfully brought or filed. In the event that Claims should be brought or an action filed with respect to the subject of the indemnification agreement provided for herein, the City may employ any attorney(s) to appear and defend the Claims on behalf of the City, at the sole expense of Licensee.

C. In the event that Claims should be brought or an action filed with respect to the subject of the indemnification agreement provided for herein, Licensee and the City may employ any attorney(s) upon whom they mutually agree to appear and defend the Claims on behalf of the City at the sole expense of the Licensee; provided, however that in the absence of mutual agreement the selection of legal counsel shall be at the sole discretion of the City.

D. The City and the Licensee each agree to notify the other party in writing by Certified Mail within thirty (30) days of the receipt of any notice of Claims, at the address for each party stated above.

E. This Agreement is conditional upon the following:

1. The City shall not waive any of its rights to municipal or governmental immunity or limitations as to liability and this Agreement shall not constitute such a waiver.
2. The City retains the right to revoke or terminate the license contained herein at any time with or without cause, but all other terms and conditions of this Agreement shall remain in effect unless terminated in writing by the City. Licensee shall remove any of its property from the Premises upon revocation of the license. If Licensee fails to remove its property within 10 business days of the date of revocation, the property may be removed and disposed of by the City at the sole expense of Licensee.
3. Licensee shall provide satisfactory proof to the City of general liability insurance in the minimum amount of One Million Dollars (\$1,000,000), with the City of Keene listed as an additional insured.
4. The license granted pursuant to this Agreement is personal to the Licensee and is not assignable. Any attempt by Licensee to assign the license granted herein shall terminate the license but all other terms and conditions of this Agreement shall remain in effect unless terminated in writing by the City. Licensee shall coordinate its activities with City staff and comply with any necessary conditions.

F. In any action brought by the City to enforce the terms of this Agreement, the City shall be entitled to recover its costs, expenses, and reasonable attorney(s)' fees from Licensee.

CITY OF KEENE

Date: _____

By: _____

Elizabeth A. Dragon, City Manager
Duly authorized

All of the rights, obligations, and conditions of this Revocable License and Indemnification Agreement are understood and agreed to by:

Date: _____

By: _____

(print name here)

Its: _____

Duly authorized