

PARKING LICENSE AGREEMENT

This Parking License Agreement (hereinafter "License") is entered into as of June 7, 2021, by and between the **CITY OF NEW BEDFORD** acting through its Department of Public Infrastructure, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts ("Licensor"), and **22 Logan Street LLC.**, a Massachusetts Limited Liability Corporation, having a principal office of 25 Braintree Hill Office Park, Suite 104, Braintree, MA 02184 ("Licensee"), for themselves and their respective successors and assigns.

RECITALS

WHEREAS, Licensor is the owner of a certain parcel of land located on the North East side of Logan Street in New Bedford, Massachusetts consisting of approximately 0.6843 acres of land designated as Lot 78, Parcel 122 by the New Bedford Assessor (the "Premises");

WHEREAS, Licensee's Lessee NFI occupies property at 24 Logan Street, New Bedford, Massachusetts, located in close proximity to the Premises;

WHEREAS, Licensee's Lessee NFI desires vehicle parking on the Premises in connection with use of its aforesaid leased property; and

WHEREAS, Licensor is willing to permit Licensee vehicle parking rights for its Lessee on the Premises subject to the terms and conditions stated in this License.

AGREEMENT

NOW, THEREFORE, the Licensor and Licensee agree as follows:

1. **LICENSE.** Licensor hereby grants to Licensee a license and privilege to permit Licensee's Lessee to use vehicle parking spaces on the Premises as shown on Attachment "A" hereto. All of the aforesaid vehicle parking spaces on the Premises are hereinafter individually referred to as "Parking Space" and collectively referred to as "Parking Spaces." Such license for use of the Parking Spaces includes the non-exclusive right of Licensee over and across all property of the Licensor lying within the bounds of Logan Street, if any, for ingress and egress to the Parking Spaces.

2. **COMMENCEMENT DATE.** This License shall commence on June 15, 2021 and may be terminated in accordance with the provisions of Section 11 of this Agreement.

3. **FEE.** Licensee shall pay to Licensor a License Fee of FOUR HUNDRED EIGHTY (\$480.00) DOLLARS, per month, for the use of Parking Spaces (the "Fee"). Said fee being consistent with license rates provided by the Licensor elsewhere in the City of New Bedford, under similar arrangements.

4. **PAYMENT.** The monthly License Fee in the amount of Four Hundred and Eighty (\$480.00) DOLLARS shall be due in advance of the fifteenth day of the month commencing June 15, 2021, and for

each calendar month during the License, and shall be payable in lawful money of the United States to Licensor at the address stated herein or to such other persons or at such other places as Licensor may indicate in writing.

5. PARKING SPACE USE. Licensor acknowledges and agrees that the Parking Spaces may be used by employees of Licensee's Lessee, its parents and affiliates, and all contractors, customers or other visitors to Licensee's Lessee's place of business (collectively referred to as "Licensee's Parties").

6. PARKING SPACE AVAILABILITY. Licensor shall make available to Licensee, at all times during the License, full and complete use and enjoyment of the Parking Spaces licensed hereunder. Notwithstanding the preceding sentence, in the event access to any or all of the Parking Spaces is needed for work being performed by the Licensor, the Licensee shall vacate all affected Parking Spaces, which may include a portion or all of the Parking Spaces, for the duration of said work, upon forty-eight (48) hours written notice from Licensor.

7. MAINTENANCE AND UTILITIES. Licensee hereby agrees, with regard to the Parking Spaces, to do each of the following at Licensee's sole liability and expense, unless otherwise provided:

- (a) remove, with reasonable dispatch, all abandoned or illegally parked vehicles from the Parking Spaces, within a reasonable time after receipt of written notice;
- (b) remove with reasonable dispatch, obstacles and other debris from the Parking Spaces, including without limitation, all approaches and entrances. Licensee shall be responsible for plowing and snow removal. In connection with Licensee's snow removal responsibilities hereunder, Licensee agrees to repair, at its cost, any damage to the premises caused by snow removal, including lifted pavement, potholes, and other damages caused by plowing operations;
- (c) remove trash and refuse as often as is reasonably necessary from the Parking Spaces so as to avoid unreasonable accumulations of the same;
- (d) prohibit the use, generation, manufacture, storage, transportation or disposal, on or over the Parking Spaces, of any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively referred to as "Hazardous Materials");
- (e) subject to Licensor's prior written approval, at Licensee's discretion, Licensee may erect a boundary or fence around the perimeter of the premises to prevent access to the premises by vehicles not authorized by this license;
- (f) subject to Licensor's prior written approval, at Licensee's discretion, erect light fixtures and or security cameras on the premises;
- (g) subject to Licensor's prior written approval, to erect signage on the premises designating the parking spaces as "Reserved".

8. SECURITY. Licensor shall not be responsible for any damage to persons or property that may be incurred by Licensee, its Lessee or their parents and affiliates, and all contractors, customers or other visitors to Licensee or Licensee's Lessee's business property resulting from the use of said Parking Spaces. Licensor may, at its option, promulgate reasonable rules and regulations, regarding the enforcement of the terms of this Agreement.

9. LICENSOR INSURANCE. Licensee acknowledges that Licensor is self-insured and that this Agreement does not require Licensor to procure or maintain insurance of any kind for payment of damages to Licensee, Licensee's Lessee or to any other party. Notwithstanding any other provision of this License, the provisions of G. L. c. 258 and any successor statute govern Licensor's liability for injuries to persons or property.

10. CONDITIONS AND RESTRICTIONS. This License is granted to Licensee subject to the following conditions and restrictions:

- (a) Licensee, its agents, employees, contractors or invitees shall not alter the Parking Spaces or any improvements on the Premises, nor shall Licensee allow drilling or boring into the parking lot surface, without the Licensor's prior written consent;
- (b) Licensee, its agents, employees, contractors or invitees shall not obtain or cause to be issued any permit, zoning change or other entitlement that will be binding upon Licensor or the Premises;
- (c) Licensee and its agents, employees, contractors or invitees are prohibited from using the Parking Spaces and/or Premises for any unlawful, improper or offensive use;
- (d) Licensee and its agents, employees, contractors or invitees are prohibited from the use, generation, manufacture, storage, transportation or dispose of, on or over the Parking Spaces, of any Hazardous Materials;
- (e) Licensee and its agents, employees, contractors or invitees shall not transfer or assign this License except as explicitly permitted hereunder; and
- (f) Licensee, its agents, employees, contractors or invitees shall not place trash, debris or other obstacles on the Parking Spaces or on the Licensed Premises and shall keep same free of any such trash, debris or other obstacles;
- (g) Licensee shall prohibit the use, generation, manufacture, storage, transportation or disposal, on or over the Parking Spaces, of any flammable liquids, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances (collectively referred to as "Hazardous Materials").
- (h) upon the termination of this License, all right, title, and interest of Licensee in and to this License shall be surrendered peaceably to the Licensor.

11. TERMINATION. The Licensor or Licensee may revoke and terminate this License at any time upon serving the other party with thirty (30) days prior written notice. Upon termination of this license by either party, at Licensor's option, Licensee shall either restore the premises to the condition they were in at the inception of this License or transfer any or all Licensee improvements to the premises to Licensor.

12. WAIVER. The waiver by either party of any breach hereunder, or the failure on the part of a non-defaulting party to enforce any right it may have hereunder, shall not constitute a waiver of any other or subsequent, similar, or different breaches, or a waiver of such party's power to enforce such rights.

13. ASSIGNMENT AND SUBLETTING. Licensee agrees not to assign, sublicense, transfer, encumber, pledge or otherwise hypothecate any part of this License or Premises or Licensee's interest herein to any entity without the prior written consent of Licensor, related parties of Licensee and Licensee's Lessee, Nameplates for Industry, Inc. excepted. Any un-permitted assignment or sublicense by Licensee of this License shall be void and serve as a default under this License.

14. NOTICE. All notices, consents, requests, demands, approvals, waivers, and other communications desired or required to be given hereunder (referred to collectively as "notice") shall be in writing and signed by the party so giving the notice, and shall be effectively given or served: (a) on the date of personal service upon the person to whom it is directed; or (b) on the date the notice is received or rejected provided it is sent U.S. first class registered or certified mail, postage prepaid, return receipt requested; or (c) on the date the notice is delivered by a nationally recognized courier service to the address of the person to whom it is directed provided it is sent postage prepaid to the address of the person to whom it is directed. The addresses of the parties are:

To Licensor: City of New Bedford, DPI
1105 Shawmut Avenue
New Bedford, MA 02746

With a copy to: Office of the City Solicitor
133 William Street
New Bedford, MA 02740

To Licensee: 22 Logan Street LLC
25 Braintree Hill Office Park
Suite 104
Braintree, MA 02184

Either party may, from time to time, change its address by giving written notice thereof in the manner outlined above.

15. GOVERNING LAW. This License shall be interpreted, enforced and governed by the laws of the Commonwealth of Massachusetts.

16. AMENDMENTS. No provisions of this License may be amended or modified except by an agreement in writing executed by both parties hereto.

17. SEVERABILITY. In the event that anyone or more of the provisions contained in this License shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and the remainder of the provisions of this License shall continue in full force and effect without impairment.

18. SOLE AGREEMENT. This License constitutes the sole agreement between Licensor and Licensee with respect to the Parking Spaces at the Premises.

19. LICENSEE INSURANCE. Licensee (and/or Licensee's contractors and Licensee's Lessee, if applicable) shall keep in force, at Licensee's sole cost and expense during the Term of this License and during such other times as Licensee enters on or uses the Licensed Premises or any part thereof, the

following insurance policies, as indicated:

Comprehensive general liability insurance insuring Licensee against all and demands for personal injury or damage to property which may be claimed to have occurred upon or about the Licensed Premises. Said insurance shall be written on an occurrence basis to afford protection in the amount of not less than one million dollars combined single limit for personal and bodily injury and death and for property damage, with a so-called "broadform" endorsement and contractual liability coverage insuring the performance by Licensee of the indemnity agreement set forth in Section 20 of this License.

Automobile Bodily Injury and Property Damage Liability Insurance covering each vehicle of Licensee entering the Licensed Premises in an amount not less than the compulsory coverage required in Massachusetts.

Other: N/A

AND such other types of insurance and in such amounts as Licensor may reasonably require from time to time.

- B. The insurance coverage required by this Section 19 shall be by standard policies written on an occurrence basis, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts and rated in Best's Insurance Guide (or replacement thereof) as having a general policy holder rating of "A-" or better and a financial rating of at least "8" or otherwise acceptable to the Licensor.
- C. Each said insurance policy shall name the City of New Bedford as an additional insured and shall contain a provision stating that such coverage shall not be cancelled, reduced or otherwise materially altered without at least thirty (30) days prior written notice to Licensor, ten (10) days due to non-payment of premiums.
- D. One or more certificate(s) of insurance showing insurance coverage as required by this Section 19 is attached to this License as Attachment B.

20. RELEASE AND INDEMNIFICATION.

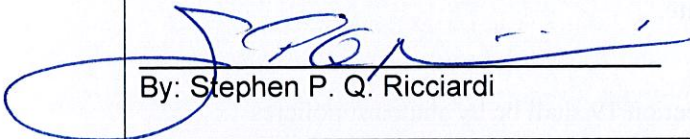
- A. Licensee shall indemnify Licensor and the City of New Bedford and save them harmless from and against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or negligence of Licensee or any of Licensee's Parties arising from use of the premises under this license.
- B. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses, and liabilities, including without limitation, legal fees, in connection with any such injury, loss, or damage or any such claim, or any proceeding brought thereon or in defense thereon.
- C. Licensee hereby releases Licensor and the City of New Bedford from and against any and all injury, loss, claim, action, damage, or liability arising out of any act, failure to act, or

negligence of Licensee or any of Licensee's Parties arising from use of the premises under this license.

21. **AUTHORITY.** Each party hereby represents and warrants to the other party that it is validly organized and existing under law, and has full power and authority to execute and deliver this License, which constitutes a legal, valid and binding agreement of each party enforceable in accordance with its terms. Licensee shall produce documentation confirming Stephen P. Q. Ricciardi's authority to bind the Licensee by executing this License on behalf of Licensee.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, each of the parties has caused its authorized representative to execute duplicate original counterparts of this License.

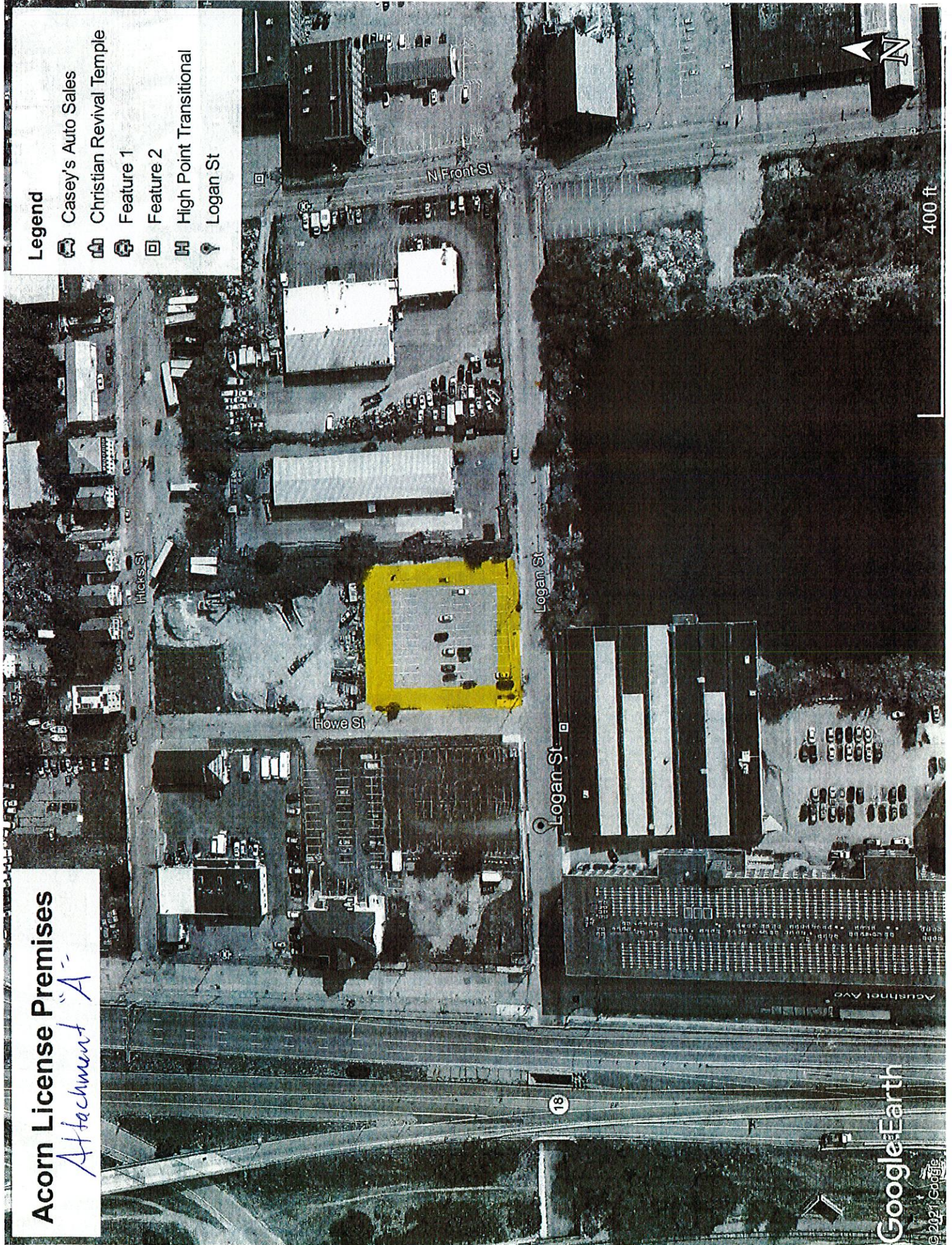
Licensee: 22 Logan Street LLC	Licensor: CITY OF NEW BEDFORD, MASSACHUSETTS
 By: Stephen P. Q. Ricciardi	By: Jonathan F. Mitchell Title: Mayor
CERTIFIED that funds are available: N/A	Dept: Department of Public Infrastructure
By: Title:	By: Jamie Ponte Title: Commissioner
APPROVED as to Form and Legality	Office of the Treasurer
By: Eric Jaikes, Esq. Title: Asst. City Solicitor	By: R. Renee Fernandes Abbott Title: Chief Procurement Officer

Acorn License Premises

Attachment "A"

Legend

- Casey's Auto Sales
- Christian Revival Temple
- Feature 1
- Feature 2
- High Point Transitional
- Logan St



400 ft

Google Earth

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