

LICENSE AGREEMENT  
TOWN OF FALMOUTH  
FALMOUTH LAND TRUST

This **LICENSE AGREEMENT** is made as of February 11, 2014 (the “Effective Date”) by and between the Town of Falmouth, a municipal corporation having a mailing address of 271 Falmouth Road, Falmouth, ME 04105 (“Town”), and Falmouth Land Trust, a Maine nonprofit corporation with a mailing address of PO Box 6172 Falmouth Maine 04105 (“FLT”).

**WITNESSETH**

**WHEREAS**, the Town holds title to certain real property known as Town Hall located at 271 Falmouth Road in the Town of Falmouth; and

**WHEREAS**, the Town acknowledges that the conservation and recreation programs of FLT provides public benefit to the residents of the Town, and seeks to support those programs by providing office space within Town Hall;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, the parties hereto agree as follows:

1. Grant of License. The Town hereby grants to FLT a license to use and occupy an office room (Office) within Town Hall, with the exact room to be determined by the Town, and subject to change from time to time, for the purposes and on the terms and conditions set forth herein.

2. Use. FLT shall use the Office solely to further the charitable and educational purposes of FLT. FLT acquires no rights in and to the Office, except as set forth herein. Further, FLT has no obligations, except as set forth herein.

3. Term and Termination. The License granted herein is revocable by either party in their sole discretion and shall remain in effect until such time as either the Town or FLT provides five (5) business days advance written notification of its intent to terminate the License Agreement by personal delivery or by certified U.S. mail.

4. Indemnification. FLT, for itself and its successors, hereby agrees to indemnify and hold harmless the Town, its officers, agents, volunteers and employees from and against any loss, claim, damage, liability, expense or damage (including reasonable attorney fees) resulting from the exercise of rights granted in this License Agreement. Liability under this paragraph shall not apply personally to any director, officer, member, volunteer, or employee of the Falmouth Land Trust. This indemnification and hold harmless agreement shall survive any termination of this License Agreement but shall apply solely to loss, claim, damage, liability, expense or damage arising out of acts or omissions occurring prior to the termination of this License Agreement. FLT will provide proof of insurance prior to the start of the program. This indemnification shall not waive any defense, immunity or limitation of liability which may be available to the Town, its officers, agents or employees under the Maine Tort Claims Act (14 M.R.S.A. §§8101, et seq.) or any other privileges or immunities which may be provided by law.

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7. Insurance. The FLT shall purchase and maintain Workers' Compensation Insurance, General Public Liability and Property Damage Insurance, all with limits and terms satisfactory to the Town. The Town shall be named as an additional insured on the liability policy.

8. Assignment. FLT may not assign the license granted herein without the prior written consent of the Town.

9. Governing Law. This License Agreement shall be governed by the laws of the State of Maine.

10. Amendment. No amendment to this License Agreement shall be effective unless it is in writing and signed by both parties.

11. This instrument is a License Agreement and no provision hereof shall be construed as conveying an easement or other estate in land.

12. The terms of this License Agreement shall bind the successors, heirs and assigns of the parties.

**IN WITNESS WHEREOF**, the parties have caused this License Agreement to be executed by their duly authorized representatives as of the date first set forth above.

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Nathan Poore, Falmouth Town Manager

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Jed Harris, President, Falmouth Land Trust