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CITY OF DANBURY

OFFICE OF THE MAYOR
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October 23, 2013

Honorable Members of the City Council
City of Danbury, Connecticut

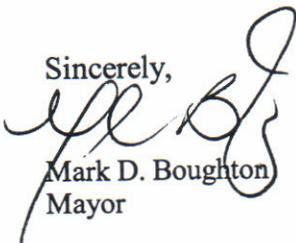
Dear Council Members:

Housatonic Area Regional Transit (HART) has requested to install four traditional bike racks accommodating up to eight bicycles located at the Pulse Point downtown on Kennedy Avenue.

Please see attached license agreement, prepared by Corporation Counsel, which needs your approval.

Any questions please feel free to contact me. Thank you for your consideration.

Sincerely,



Mark D. Boughton
Mayor

Attach.

LICENSE AGREEMENT

THIS LICENSE is granted this ___ day of November 2013, by the City of Danbury, 155 Deer Hill Avenue (hereinafter "City") to HARTransit at 62 Federal Road, in the City of Danbury, County of Fairfield and State of Connecticut, (hereinafter "Licensee"):

WHEREAS, the Licensee wishes to obtain a license from the City permitting Licensee to use a bicycle parking area with bicycle rack and public use air pumps, as described on Schedule A attached hereto and incorporated herein (hereinafter "Licensed Premises").

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained herein, the parties do hereby agree as follows:

1. The City does hereby grant a non-transferable, revocable license to the Licensee to allow Licensee to use the property described subject to the further provisions hereof.
2. This license shall commence on the day first written above and shall continue, unless sooner terminated in accordance with the terms hereof, and shall continue until terminated as provided for herein, upon payment of an annual license fee of one dollar (\$1.00).
3. The Licensed Premises is shown on Schedule A.
4. The use of the Licensed Premises shall be for the limited purposes of bicycle parking and transit. Prior to making any improvements, alterations or modifications thereto, or placing any fixtures or personal property upon or above the area of the Licensed Premises, the Licensee shall submit a detailed site plan depicting the nature and location of the proposed improvements, alterations or modifications. All improvements, alterations or modifications shall be made in accordance with the approved plan. Prior to starting the work, the Licensee shall obtain all permits necessary from any state or local agency or department which may be required by law to make such improvements, alterations or modifications.
5. Either the Licensee or the City may terminate this license without obligation or liability of any kind to the other as a result of said termination, upon written notice to the non-terminating party. For purposes of the termination provision of this license, the Mayor of the City shall have authority to exercise the City's right of termination on the City's behalf.
6. During the term hereof, Licensee shall take out and maintain such Comprehensive General Liability Insurance as will protect it and the City from claims from damages for personal injury, including action or omissions in the course of the use of this license property, whither such actions or omission are undertaken by the Licensee or by any contractor or subcontractor hired by or on behalf of the Licensee or any anyone directly or indirectly employed by or acting on behalf of any of the foregoing entities. The minimum limits of such insurance shall be as follows:

Bodily Injury Liability and Property Damage Liability \$2,000,000.00 (combined) each occurrence

Prior to the execution of this license, certificates of such insurance shall be filed with the City for its review. All policies of insurance shall be subject to the approval of the City with regard to the adequacy of the protection they purport to provide. THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED ON EACH SUCH POLICY. Insurance companies providing coverage hereunder shall be licensed by the State of Connecticut or otherwise acceptable to the City. Full disclosure of all exclusions shall be provided with respect to all required coverages. All policies relating to this license shall be written so that the City shall be notified of cancellation or change at least ten (10) days prior to the effective date of such cancellation or change.

Certificates of insurance shall be filed in triplicate with the City and shall state the limits of liability and the expiration date for each policy and type of coverage. Renewal certificates covering the renewal of all policies expiring during the life of this license shall be filed with the City not less than ten (10) days before the expiration of such policies.

The Licensee agree that in the event that one or more claims are paid under policies containing an aggregate coverage limit, it shall immediately notify the City thereof and at the same time shall either reinstate the limits of said policy or policies or obtain a new policy or policies providing for full coverage in accordance with the limits established herein. Said replacement coverage shall be obtained within twenty-four (24) hours and the City shall be notified thereof within said time.

- 7. The Licensee agree that it shall indemnify and save harmless the City and any of its officers, agents, employees, Boards, Commissions and Representatives who may be named as co-defendants in any claim or suit, on account of any and all claims, damages, losses, judgments, litigation expenses and legal counsel fees arising out of injuries to persons (including death) sustained by or alleged to have been sustained by the officers, employees, agents, Boards, Commissions and Representatives of the City or by any officers, employees, agents of the Licensee, or by any business invitee or patron of the Licensee, or arising out of damage to property real or personal, including the occupancy of the Licensed Premises and/or the sidewalk adjacent to the Licensed Premises, alleged to have been caused in whole or in part by acts or omission of the Licensee or any business invitee of the Licensee or by anyone directly or indirectly employed or working for the Licensee, including volunteers, subcontractors, materialmen, suppliers and agents, in connection with the license or use of the Licensed Premises. The Licensee further undertake to reimburse the City for any damage to its real or personal property occurring in connection with the license or use of the licensed property by the Licensee or by any of its officers, agents or employees or any of its business invitees, unless the damage is caused by the City. The Licensee agrees to immediately restore any damaged property to its original condition to the sole satisfaction and approval of the City. Notwithstanding the foregoing, Licensee's obligation to indemnify City shall be limited to the extent of Licensee's available insurance coverage as required hereunder.
- 8. The Licensee agree to comply with, and conform to all laws of the State of Connecticut, and to the ordinances, rules and regulations of the City and to obtain all necessary permits to make any improvements, alterations or modifications to the Licensed Premises, from any applicable authority, including but not limited to the State of Connecticut, the Department of Health, Housing & Welfare, the Fire Marshal and the Department of Planning and Zoning of the City.
- 9. The Licensee agrees to restore the Licensed Premises to its original condition upon the termination of the license to the sole satisfaction of the City.
- 10. The Licensee agree that no accumulation of boxes, barrels, packages, waste paper, or other articles shall be permitted in or upon the Licensed Premises, and that it shall maintain the Licensed Premises in a neat and orderly condition.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this _____ day of November, 2013.

Signed, sealed and delivered
in the presence of:

CITY OF DANBURY

Witness

By: _____
Mark D. Boughton, Mayor

LICENSEE / HARTransit

Witness

By: _____

