

## LICENSE AGREEMENT

LICENSE AGREEMENT made this 25<sup>th</sup> day of MAY, 2017, by and between the City of Portland, a municipal corporation with a principal office at 389 Congress St., located in the State of Maine, (hereinafter the "City") and PLINY D. REYNOLDS (hereinafter the "Licensee").

**WHEREAS**, Licensee wishes to install \_\_\_\_\_ connected with a (site plan or building permit) application, a diagram of which is attached as Exhibit A, in the following location:

Address: 50-52 WASHINGTON AVE PORTLAND MAINE 04101  
CBL: 013-E101-001  
Registry of Deeds Book\_\_ and Page \_\_

(the "Installation"); and

**WHEREAS**, said Installation is located within CITY's right-of way;

NOW THEREFORE, the parties hereby agree as follows:

- i. The **CITY** hereby grants to **Licensee** a revocable license to install and maintain the **Installation** within the **City's** right-of-way as described above;
- ii. It is the responsibility and duty of **Licensee** to obtain all necessary approvals and permits, to the extent that such approvals and permits are required.
- iii. **Licensee** covenants and agrees to defend, indemnify and hold harmless the **City**, its officers and employees, from and against any and all damages, acts, causes of action, claims and demands of any nature or kind whatsoever, whether for personal injury, including death, or property damage, and costs, including reasonable attorney's fees and costs of defense, which in whole or in part arise out of or result from the installation, maintenance, and/or operation of the **Installation** permitted hereunder, regardless of whether such claim, damage, loss or expense is caused in part by any party indemnified hereunder.
- iv. **Licensee** shall provide the **City** with a certificate of insurance evidencing comprehensive general liability coverage in an amount no less than \$400,000 combined single limit, for personal injury and property damage, covering the obligation of indemnification hereunder and naming the **City** as an additional insured thereon. Said certificate shall provide that no less than 30 days prior written notice shall be provided to **City** prior to non-renewal or cancellation of said policy. Said insurance shall be primary to any insurance or self-insurance