

maintained by **City**. This provision shall not waive the **City's** immunities and defenses under the Maine Tort Claims Act, 14 M.R.S. § 8101 *et seq.*

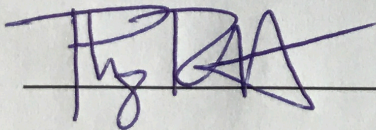
- v. **Licensee** shall be responsible for all maintenance and repair of the **Installation**, including keeping the Installation in safe condition. **Licensee** acknowledges that the **Installation** may become damaged and that the **City** shall not be held liable for any damages, maintenance or repair of said **Installation**.
- vi. **Licensee** shall not assign or otherwise transfer its rights hereunder except upon the approval of **City**, which approval shall not be unreasonably withheld.
- vii. This License is revocable by **City** at its sole discretion, upon one month's written notice, and shall automatically terminate in the event that the location with which the Installation is associated no longer exists at the site.
- viii. **Licensee** agrees that it is responsible for repairing any damage to **City** property arising out of or resulting from the **Installation** or activities related to the **Installation**.

CITY OF PORTLAND

Brendan O'Connell
Finance Director, City of Portland

Date

LICENSEE



5-25-17
Date

Approved as to form:

Corporation Counsel's Office