

**LICENSE AGREEMENT
(West Elm Portland Maine)**

LICENSE AGREEMENT made this _____ day of _____, 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 Williams-Sonoma Stores, Inc., a California corporation (hereinafter the "**Licensee**").

WHEREAS, **Licensee** leases certain space located at 164 Middle Street, Portland, Maine, and in connection with certain work, **Licensee** wishes to install a canopy connected with a building permit application, a diagram of which is attached as Exhibit A, in the following location:

Address: 164 Middle Street, Portland, Maine 04101
CBL: 029-O-002
Registry of Deeds Book 33574 and Page 316

(the "**Installation**"); and

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

NOW THEREFORE, the parties hereby agree as follows:

1. 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;
2. 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.
3. **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.
4. **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 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.*

5. **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**.
6. **Licensee** shall not assign or otherwise transfer its rights hereunder except upon the approval of **City**, which approval shall not be unreasonably withheld.
7. 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.
8. **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



5.24.17

Date

FOSTER F. COPE III
Executive Vice President,
Chief Real Estate & Development Officer
Approved as to form:

Corporation Counsel's Office