Reviewed for Code Compliance
Inspections Division
Approved with Conditions
Date: 05/15/17

CITY OF PORTLAND
LICENSE AGREEMENT
SUMMER FEET: MAINE COAST CYCLING ADVENTURES LLC

This License Agreement is made as of this 26th day of July, 2016, by and between the **CITY OF PORTLAND**, a body politic and corporate, located in Cumberland County, State of Maine (hereinafter the "**CITY**") and Summer Feet: Maine Coast Cycling Adventures LLC, a Maine limited liability company with a mailing address of PO Box 10822, Portland, Maine 04104 (**"LICENSEE"**).

RECITALS

WHEREAS, the **CITY** owns certain real property located at Commercial and India Streets, including the approximately 1000 square foot parcel that is generally depicted on the diagram attached hereto as Exhibit A and incorporated herein by reference (the "Property"); and

WHEREAS, the **CITY** desires a bicycle rental concession operation on the Property; and

WHEREAS, the **LICENSEE** operates a business renting bicycles and providing bicycle tours and seeks to operate its business on the Property by placing a storage container on a portion of the Property for purposes of storing its Bicycles and using the remainder of the Property as a setup area, all as depicted on Exhibit A; and

WHEREAS, after due consideration, the **CITY** has agreed to provide the LICENSEE with this License Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants herein contained, the **CITY** hereby grants to **LICENSEE** the following rights in and to the Property:

1. License. A license to enter in, on and over the Property between May 1 and October 31 on the terms and conditions set forth herein to (1) use a portion of the Property for placement of a 40-foot storage container, and (2) use the remainder of the Property as a setup area. The locations for these activities are tentatively shown on Exhibit A, but shall be subject to change by the **CITY** at its discretion. **LICENSEE**'s access to its storage container shall be exclusive during the term of this License, but **LICENSEE**'s access to the remainder of the Property shall be non-exclusive and subject to the use by the public and the City. **LICENSEE** shall not use the Property for any use other than those

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specified in this License without the CITY's prior written approval. LICENSEE shall r park, or permit anyone else to park, any motor vehicles on the Property.

2. Rent, Term, Right to Renew. The rent for the use of the Property is Six Thousand Dollars ($6000.00) per "Summer Season" (May 1 to October 31, each year). **LICENSEE** shall pay the rent for each year's Summer Season to the **CITY** no later than May 1 of that year. Because this Agreement was not executed until July 2016, the rent for the 2016 Summer Season shall be prorated to Three Thousand Five Hundred Dollars ($3,500.00)

   The initial term of this License shall be for the 2016 Summer Season. **LICENSEE** shall have the right to renew this License for the 2017 Summer Season by both giving notice of its exercise of this renewal right by February 1, 2017 and by paying the rent due before May 1, 2017. There shall be no further rights to renew after the 2017 Summer Season, unless agreed upon in writing by the parties hereto.

3. Hours of Operation. LICENSEE's hours of operation shall be limited to 7:00 a.m. to 7:00 p.m.

4. Trash Removal. **LICENSEE** shall be responsible for the disposal of all trash generated by it or its customers.

5. Compliance with laws: **LICENSEE** agrees to comply with all applicable laws and regulations in its operations hereunder, including but not limited to all applicable federal, state and local environmental law and regulations, including without limitation all laws and regulations governing hazardous substances, with respect to all its activities on the Property, and to conduct all its activities on the Property in a safe, responsible, reasonable and business-like manner.

6. Indemnification and insurance: To the fullest extent permitted by law, **LICENSEE** shall defend, indemnify and hold the **CITY**, its officers, agents and employees, harmless at all times from any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees) fines, damages or judgments, just or unjust, that arise out of or are caused by the negligence, act or omission of **LICENSEE**, its partners or members, agents, invitees, subcontractors or employees, which claims arise out of or result from the activities hereunder, said claims to include, without being limited to, claims for personal injury or property damage, including damage to City employees or property.

   LICENSEE shall procure and maintain throughout the term of this License Agreement automobile and comprehensive general liability insurance in the minimum amount of Four Hundred Thousand Dollars ($400,000) per occurrence covering its activities hereunder and naming the **CITY** as an additional insured thereon. In addition, **LICENSEE** shall provide evidence of Workers' Compensation insurance in the statutory amount to the extent it may be required by law. Certificates evidencing such policy shall be delivered to **CITY** and shall provide the **CITY** with no less than thirty (30) days prior notice of cancellation or non-renewal.

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7. Releases. **LICENSEE** shall make reasonable efforts to obtain releases from individu entering the Property for any **LICENSEE** event, activity or purpose, releasing the **CITY** and **LICENSEE** from liability for damages incurred by anyone that arises as a result of their presence on the Property, or using the **LICENCEE'S** bicycles from the Property.

8. No property rights. This instrument is a license only and no provision hereof shall be construed as conveying an easement or other estate in land.

9. No Assignment. This License Agreement is non-transferable and shall not be assigned, pledged, sublet or otherwise transferred to another party except upon the prior written approval of the **CITY**.

10. Maintenance. **LICENSEE** agrees to assist the **CITY** as needed with general maintenance and clean-up of the portions of the Property used by **LICENSEE**.

11. Revocable License. This License is revocable by the **CITY** with or without cause upon a thirty (30) day notice to **LICENSEE** approved by or signed by the City Manager or his or her designee. However, if said revocation is due to **LICENSEE**'s non-payment of rent or non-performance under this License, **CITY** may revoke this License immediately.

12. Recitals Incorporated. The recitals set forth above are hereby incorporated into and made a part of this License.

13. This License may be executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. A signature in a pdf or electronic document shall be considered the equivalent of an original signature.

IN WITNESS WHEREOF, the **CITY** and **LICENSEE,** have executed this License as of the date written first above.

CITY OF PORTLAND

Witness

By: _____
Jon P. Jennings
Its City Manager

SUMMER FEET: MAINE COAST CYCLING ADVENTURES LLC

Witness

By: _____
Norman Patry
Its: _____

Approved as to form:

APPROVED AS TO FORM:
CORPORATION COUNSEL'S OFFICE

Finance Director
City of Portland, Maine

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DA

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Date: 05/15/17

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Meg Carruthers	
McKay Insurance Agency, Inc. 106 East Main Street P O Box 151 Knoxville IA 50138	PHONE (A/C, No, Ext): (641)842-2135	FAX (A/C, No): (641)828-2013
	E-MAIL ADDRESS: mcarruthers@mckayinsagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Lexington Insurance Company	19437
INSURED Silent Sports Association - Bike Rentals Summer Feet Maine Coast Cycling Adventures, LLC PO Box 10822 Westbrook ME 04104	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL1672547436 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Includes Athletic Participants GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC X OTHER: Event	X	N	17522417-01	7/21/2016	10/15/2016	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Bicycle Rentals: 7/21/16-10/15/16. Certificate holder is an additional insured but only with respect to liability arising out of the operations of the above named insured. "This policy is issued, pursuant to Iowa Code section 515.147, by a nonadmitted company in Iowa and as such is not covered by the Iowa Insurance Guaranty Association."

CERTIFICATE HOLDER

City of Portland
389 Congress Street
Portland, ME 04101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Scott Ziller/MEG

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