

**EVENT LICENSE AGREEMENT
ROCKPORT BOAT CLUB**

This License Agreement (the “License”) is made and entered into on _____ between the Rockport Boat Club, (the “Licensor” or “RBC”) and _____ (“Licensee”) (each a “Party” and collectively the “Parties”). Licensor grants this License to Licensee for use of the RBC facilities located at [insert RBC address] (the “Premises”) for the event described below, subject to the following terms, conditions, and restrictions:

Event Details:

Event Date/s:	Start Time:	End Time: <i>(Not to exceed five (5) hours total inclusive of set up and clean up.)</i>	Estimated No of Guests: <i>(Not to Exceed legal capacity: Max 84 people on property.)</i>
Minimum Rental Fee	\$400.00	Due Date: At time of Rental booking.	Date Received:

Tent Use

Tent Use shall NOT be permitted unless fully disclosed in the Event Details section of this License Agreement. In the event of undisclosed intended Tent Use or other equipment staging RBC may at its discretion terminate the License Agreement.

Tent use requires a minimum two-day license and shall be subject to a Rental Fee determined in the discretion of the RBC Board depending upon the nature and circumstances of the proposed event. Setup/Breakdown that requires scheduling of installation and breakdown must be able to be accomplished no sooner than one (1) day before and one (1) day after the Event Date. If the tent is not removed within the required time, the Licensee may be subject to additional fees and charges in the discretion of the Commodore.

Setup/Breakdown/Vacating Premises

Licensee is responsible for the restoration of all spaces used, including but not limited to the placement of equipment and tables, and chairs. Should Licensee not restore the Venue, the Licensor shall conduct its own restoration, and Licensor may, in its sole discretion, bill the Licensee for all associated costs. ***Licensee shall surrender the Venue in a clean, orderly, and safe condition upon the designated time.*** Licensee shall promptly remove all of the Licensee’s personal property and equipment without damage to the Premises, by the End Time. RBC Staff or officers will sign off as to the condition of the property.

The Venue is equipped with tables and chairs, (“Appurtenant Use Items”). Prior to the End Date/Time of the Event, the Appurtenant Use Items ***must be cleaned and stored*** in their original stored locations.

Licensee is responsible for all setup/breakdown of the Event. Setup and Breakdown include restoration

of the Venue, including Appurtenant Use Items to their original condition prior to the commencement of the Event. Breakdown includes but is not limited to cleaning the kitchen, all surfaces, and appliances, removal of all debris, cleaning of all surfaces and Appurtenant Use Items, replacement of all Appurtenant Use Items to their place of original storage, completing and initialing the Breakdown Checklist attached as a Schedule to this Agreement. Breakdown must be completed prior to the expiration of the Event Date Event Time. Licensee shall complete all items on the *Event Breakdown Checklist*, attached hereto as Exhibit A.

Grant of License, Premises, Fees

In consideration of the payment of the Fees, and the other terms of this Agreement, Licensor grants Licensee the right to use the Premises as described in the Event Details section of this Agreement. The Parties agree that the Minimum Rental Fee for the use of the Premises excludes any charges that may be assessed by Licensor pursuant to costs incurred by Licensor related to Licensee’s breach of any obligation hereunder to clean or restore the Premises to its original condition. Licensed use is non-exclusive as to RBC officers, staff or authorized representatives of RBC and or Members of RBC to the extent Member use of facilities does not conflict with Event). Licensee acknowledges and agrees that there may be additional fees associated with the use of the Premises, set forth in this Agreement, any addenda to this License, and the RBC Private Event Policies and Procedures. *Licensee agrees to pay such additional fees upon receipt of an invoice for such fees.*

Reservation Date Deposit, Failure to Return Executed Agreement and Deposit.

Non-Refundable Reservation Date Deposit

Licensee shall pay the Non-Refundable Reservation Date Deposit in the amount **\$200.00** on the Effective Date of this Agreement to secure the reservation for the Event. The Non-Refundable Reservation Date is in consideration for RBC reserving the date and excluding other potential licensees from licensing the facilities on that Event Date. On condition that the Licensee complies with the terms of this Agreement, the deposit is credited towards the Rental Fee or any other fees incurred by Licensee for Licensee’s use.

Security/Damage Deposit

If indicated in the Event Details, Licensee shall pay the Security/Damage Deposit amount in the form of a personal check subject to collection, on or before the Due Date, if indicated above. The Security/Damage Deposit is to secure compliance with the terms of the License, and the Licensee’s Setup/Breakdown obligations. In the event of non-compliance with the Setup/Breakdown obligations, Licensee shall have forfeit the return of the Security/Damage Deposit. On condition that the Licensee complies with the terms of this Agreement, the Security/Damage Deposit is returned and shall not be credited towards the license fee or any other fees incurred by Licensee for Licensee’s use.

Premises Use

Licensee may use the Premises in accordance with terms and limitations of the Event Details and for uses normally incident to such use, but for no other purpose unless previously authorized by the Licensor in writing. Licensor will furnish the Premises in a clean condition. The Licensee represents that the Premises have been inspected for the licensed use, and that Licensee accepts the condition of the Premises. Licensor makes no representation that the Premises are adequate to Licensor’s uses.

Licensee shall not mark, paint, drill into or in any way alter, mar or deface any part of the RBC.

The Licensee shall not display or erect any lettering, signs, pictures, or notice of advertisements on any part

of the outside or inside of the RBC or make any alterations or improvements in or to RBC unless explicitly indicated in the Event Details above.

Non-exclusivity of Facility, Reservation of Rights.

Licensee acknowledges and agrees that the following portions of the facility are not accessible or licensed for use and are open to the Members and shall remain open to the Members during the License Period: - **Parking Lot, Docks, Kayak Racks (kayaks should not be removed or restored to racks during the Event, but may be accessed by Members during the setup/break down of the Event)**

RBC agrees to use reasonable efforts, which do not result in Licensor incurring any costs or expenses, or otherwise result in the expenditure of funds, to avoid unreasonable interference of Member use with Licensee’s Activity. Licensee agrees to be reasonable in accommodating other activities at RBC, especially to the extent that such events occur during the setup/breakdown of the Event.

Licensee agrees to observe and abide by the terms and conditions of (i) any addenda to this License, as executed by Licensee, and (ii) all RBC Policies and Procedures, both of which are incorporated herein with this reference. The term “License” as used herein shall be understood to include any such addenda. Licensee acknowledges that it has received a copy of the **Rockport Boat Club Private Event Rental Policies & Procedures.**

Nature of License. Licensee acknowledges and agrees that the rights granted by this License to enter upon and use the Premises is nothing more than a license granted solely for the purpose of exercising its rights and performing its duties under this License. Nothing set forth in this License creates a tenancy between the Licensor and Licensee or grants the Licensee possession of any Licensor property. Upon termination of this License, Licensor shall have the right to remove and exclude from the RBC, or any other RBC property, Licensee and any of Licensee’s employees, contractors, or invitees, without being deemed to have committed any unlawful entry, trespass or injury of any sort whatsoever.

Final Payment, Default in Payment. All fees and other expenses owed by Licensee in connection with its use of the Premises, shall be due and payable on Due Dates indicated in the Fee Payment Schedule hereinabove.

Insurance and Indemnification

Licensee acknowledges that the Premises are a historic building situated upon Rockport Harbor containing landscape and architectural features that pose an inherent risk to the safety of individuals upon the Premises, including precipitous slopes, walls, stairs, a seawall, wharf, docks, and attractive nuisances to minors, and Licensee accepts full responsibility for the regulation of use by any person present pursuant to its Licensed activity.

Insurance. Licensee shall obtain **Special Event Liability Insurance by submitting proof of coverage no later than thirty (30) days prior to the event.** The insurance is subject to RBC approval, and must provide and maintain public liability and personal property damage insurance, insuring Rockport Boat Club and its officers, directors, volunteers, manager, employees, agents, servants, and assigns including contractors and contracted vendors (“Additional Insureds”) against all bodily injury, property damage, personal injury and other loss arising out of Licensor’s use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than \$1,000,000 per occurrence, and general aggregate liability of not less than \$1,000,000. **Rockport Boat Club shall be named as additional insured and shall waive the**

right of subrogation as against all Additional Insureds.

If there is **alcohol** upon the premises during the Event, Licensee must ensure that the Special Event Liability Insurance policy includes **Host Liquor Liability coverage** to protect against alcohol-related accidents. Licensee is ultimately liable for the safety of its guests. RBC shall have the unilateral right in its discretion to immediately revoke the License and terminate this Agreement.

Indemnification. Licensee agrees to and shall indemnify and hold harmless RBC and officers, directors, volunteers, manager, employees, agents, servants, and assigns including contractors and contracted vendors individually and collectively (“Indemnified Parties”), from and against all fines, suits, claims, demands, actions and liability, loss, theft, damage, costs or expenses (including reasonable attorneys’ fees and costs) arising from or as a result of the death of a person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Premises to the extent directly or indirectly caused by any acts done thereon or any errors or omissions of the Licensee or its agents, servants, employees, contractors, or invitees without regard to the limits of liability insurance coverage required. The obligations of Licensee under this Paragraph shall not in any way be affected by the refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Premises. If any claim, action or proceeding is made or brought against an Indemnified Party by reason of any event which is the subject of Licensee’s foregoing indemnity, then, upon demand by Licensor, the Licensee, at its sole cost and expense, with counsel subject to the approval of the Indemnified Party, shall resist or defend such claim, action or proceeding in Indemnified Party’s name.

Theft/Loss. The Indemnified Parties shall not be responsible for losses by Licensee or Licensee’s guests, invitees, officers, agents, or employees due to theft or disappearance of equipment or other personal property of Licensee. In accepting delivery of property addressed to Licensee, the RBC is acting only for the accommodation of Licensee and shall not be liable for any loss or damage thereof. Licensee assumes all responsibility for any property placed in storage with RBC, or otherwise left at RBC before during or after the expiration of the License and or Event.

Compliance with laws, Policies, and Procedures

Licensee shall comply with all policies and procedures, regulations, safety and fiscal procedures, laws, ordinances, and statutes, applicable to RBC and the use of the Premises and the Event. Compliance shall include without limitation (a) obtaining all applicable permits and licenses, (b) paying all applicable taxes (gross receipts and income), (c) obtaining and paying for all music and performance rights.

General Terms and Conditions

Termination or Revocation of the License and Termination of the Agreement. Upon the expiration of the License upon the Event End Date and/or End Time, or sooner revocation of the License or termination of the Agreement prior to the expiration of the License if terminated upon the discretion RBC in accordance with the terms of this Agreement, or upon the breach or violation of the license terms by the Licensee, at the discretion of RBC, the presence of a previously licensed event attendee upon the premises and Venue shall constitute a trespass.

Force Majeure. Failure to perform by Licensor due to a Force Majeure Event shall not be deemed a violation or breach hereof. A Force Majeure Event may include without limitation, fire, flood, earthquake,

strikes or work stoppages, any interruption of utility services, suspension or interference with performances caused by acts of God or acts of public enemy, riots or similar occurrences, order of court or administrative agencies, including orders of the Municipal Fire Marshall or building official. In the event of an occurrence as described above, the License Period shall terminate and Licensee shall only be required to pay any and all fees charged for the Premises up to the time of such termination. Licensor shall have no liability for any costs, expenses, or other liability incurred by Licensee as a result of such Force Majeure Event.

Entire Agreement, Waivers, Amendments. This License, any Licensee executed addenda to this License, and the RBC Policies and Procedures constitute the entire agreement of the parties with respect to the subject matter hereof and except as otherwise specified in this License, all prior and contemporaneous agreements, representations, negotiations and understandings of the parties are superseded by and merged into this License. To be effective, all waivers shall be in writing and signed by the party to be charged. No waivers shall be construed or held to be a waiver of any same, similar, succeeding or preceding breach. This Agreement may not be amended or otherwise modified except through a written instrument executed by both parties.

Assignment. Licensee shall not assign or otherwise transfer this License or any of its rights or duties under this License without first obtaining the written consent of Licensor, which may be granted or denied in Licensor's sole discretion. Any assignment, transfer, pledge or mortgage of this License, by Licensee in violation of this Section shall be null and void.

Attorneys' Fees. In the event any action at law or equity shall be instituted between the parties in connection with this License, the party prevailing in such action shall be paid from the other party all of its costs including reasonable attorneys' fees and court costs.

Authorization. The parties represent and warrant that the persons executing this License have full authority to bind the respective parties.

Captions. The captions used in this License are for convenience only and are not a part of this License and do not limit or amplify the terms and provisions hereof.

Construction of License. This License has been arrived at by negotiation between RBC and Licensee. As such, any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this License. Further, the language in all parts of this License shall in all cases be construed as a whole and in accordance with its fair meaning.

Governing Law. This License shall be governed by and construed under the laws of the State of Maine, and the parties hereby consent as a material term of this agreement to the exclusive jurisdiction of the state of Maine, Knox County over any controversies arising between the parties from this agreement.

No Third Party Beneficiaries. RBC and Licensee acknowledge and agree that the terms, provisions, and conditions hereof are for the sole benefit of, and may be enforceable solely by, the Licensor and Licensee. No third party beneficiaries are intended to be created under this License.

Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this License shall become illegal, null or void or against public policy, the remaining portions of this License shall not be affected and shall remain in full force and effect.

In Witness Whereof, the parties have executed this Agreement as of the date first written above.

ROCKPORT BOAT CLUB

LICENSEE SIGNATURE:

Name/Title:

Name:

Date:

Date:

EXHIBIT A

Event Breakdown Checklist

_____ All personal property of the Licensee or any third party engaged by Licensee has been removed from the Premises.

_____ All trash from the Event has been removed from the Premises. Licensee shall be charged for any trash removal resulting from a failure to remove Event trash or items from the Premises.

_____ Tables/ Chairs wiped clean

_____ Tables/Chairs put away

_____ No Ice or food/ bottles on the lawn

_____ Broom Swept Clean - clubhouse and porch

_____ Kitchen Wiped Down, gas off, refrigerators empty, fans off, windows closed, floor swept and mopped. Empty the refrigerator of any food or drinks.

_____ All kitchen items have been washed, removed from the sink, dried any restored to their original place.

_____ All garbage out of clubhouse/kitchen and parking lot/lawn checked for garbage