

LICENSE/OCCUPANCY AGREEMENT

Know all men by these presents that the **BOYS' AND GIRLS' CLUB OF THE BERKSHIRES, INC.**, a Massachusetts not for profit corporation with an usual address of 16 Melville Street Pittsfield Massachusetts ("Licensor"), hereby **GRANTS** to

_____ ,

a _____ with an address of

_____ ("Licensee"),

a revocable license and privilege to use the Licensor's building and facilities located 16 Melville Street Pittsfield Massachusetts ("the Premises") on the following terms and conditions.

1. This License is for the date(s) of _____ for the period of ____ hours from _____ to _____, inclusive ("Licensed Period").
2. Licensee shall use the Premises for a private/public¹ social function and no other purpose ("Licensee's Activities"). Licensee warrants to the Licensor with regard to the Licensee's Activities the following:
 - a. Maximum Number of Invitees: _____.
 - b. Use of Utilities: Water, Electricity.
 - c. Facilities at 16 Melville Street, Pittsfield, MA to be Utilized: Ice Skating Rink, Basketball Gymnasium, Swimming Pool, Lighthouse (with Kitchen), Meeting Rooms, and/or Rest Rooms.

¹ Circle one (also with regard to subsection c. through h. in this section).

- d. Facilities at Camp Russell, Richmond, MA to be Utilized: Buildings and camp grounds , swimming pool, water front, and/or golf carts. The ropes course is excluded from use by the Licensee
 - e. Alcohol will/will not be consumed.
 - f. Alcohol will/will not be consumed on a "BYOB" basis. Licensee understands that the Licensor's insurance company may require that, in the event liquor is consumed on a "BYOB" basis, the Licensee procure a liquor liability insurance policy on the terms acceptable to the Licensor, at the Licensee's expense, for the event in which the Boys' and Girls' Club of the Berkshires, Inc. will be a named insured.
 - g. Alcohol will/will not be sold. If so, Licensee warrants that it will procure a liquor liability insurance policy, on the terms acceptable to the Licensor for the event, at the Licensee's expense, in which the Boys' and Girls' Club of the Berkshires, Inc. will be a named insured.
 - h. The event will/will not be catered. If so, the Licensee warrants that it will require the caterer to procure the following insurance coverage on the terms acceptable to the Licensor:
 - i. an event liquor liability policy in which the Boys' and Girls' Club of the Berkshires, Inc. is a named insured; and
 - ii. an event workers' compensation insurance coverage for the caterer's employees
3. Licensee shall be responsible for providing all of the following:

_____. Licensee shall be responsible for clean up and pick up of

trash and debris and the hauling and removing of the same from the Premises at the end of the Licensed Period.

4. The Licensee shall pay the Licensor a fee for use of the Premises of \$ _____ (“License Fee”). In addition the Licensee shall pay a refundable cleaning fee of \$ _____ (“Cleaning Fee”), which Cleaning Fee shall be refunded within 14 days of the Licensed Period if the Premises shall be returned broom clean, free of debris and without any damages.
5. Licensee hereby represents and warrants to the Licensor to (a) use the Premises only for the purpose Licensee’s Activities; (b) not to commit waste, nuisance or to disturb the peace by the Licensee’s Activities on the Premises, all in compliance with all statutes, ordinances, by-laws, rules and regulations of all governmental agencies having jurisdiction thereon, (c) indemnify and hold Licensee harmless from all fines, penalties and costs for violation or noncompliance with any such statutes, ordinances, by-laws, rules and regulations; and (d) obtain, at Licensee's own expense, every permit, license or certificate required for operation of the Premises for the Licensed Period by any governmental agency having jurisdiction thereon..
6. Licensee may not, during the Licensed Period, cause to be made any damage, alterations, changes, or additions of, in, on or to the Premises, or any buildings or improvements located thereon.
7. Licensee hereby indemnifies, defends and saves Licensor, its officers, directors, agents, servants and employees and holds them harmless against and from any and all claims, damages, judgments, costs, and expenses, including attorney's fees, arising out of and relating to or resulting from Licensee's use and occupancy of the Premise or any equipment therein or appurtenances thereto, or such as may result from any accident in or about any improvements on the Premises however

cause, excepting only such damage or injury as may result from the negligent act or omission of Licensor, its agents, servants, or employees.

In executing this document, the Licensee understands that it is entering upon said premises at its own risk, and that the Boys' and Girls' Club of the Berkshires, Inc., has made no representation or warranties regarding the condition or safety of said premises.

8. Licensee upon termination of this License agrees peaceably to surrender to Licensor the Premises in same condition in which they were delivered to Licensee, and upon such termination all obligations of Licensee shall cease except for those which accrued prior to termination. The Premises and all facilities in the Premises must be clean and sanitary with all debris removed and must be in the condition, which conforms to the Licensee's responsibilities. If the Licensee has complied with this section and the License in general the Cleaning Fee shall be returned, otherwise the Licensor shall have the right to utilize the Cleaning Fee to put the Premises in the condition it was prior to this License and shall have no obligation for an accounting or partial refund to the Licensee.
9. Licensee affirms that Licensor has made no representations or promises with respect to the Premises, or the condition thereof, or the making or entry into this License except as in this License expressly set forth, and that no claims or liability shall be asserted by the Licensee against the Licensor for, and Licensor shall not be liable by reason of, breach of any representations or promises not expressly stated in this license.
10. The license hereunder is personal to Licensee and any attempted assignment or recording by Licensee or any breach of any obligation by Licensee, shall immediately and automatically terminates this license.
11. If any provision of this License shall be deemed invalid or unenforceable, the balance of this License shall remain in effect, and if any provision shall be

deemed inapplicable to any person or circumstances, it shall nevertheless be construed to apply to all other persons and circumstances.

12. It is understood and agreed that Licensor shall never be treated as a partner or associate of Licensee in the conduct of Licensee's Activities on the Premises, nor shall Licensor be liable for any liabilities incurred by Licensee in the conduct of Licensee's Activities or otherwise; it is understood that the relationship is and at all times shall remain that of Licensor and Licensee.
13. This License contains a complete statement of all representations, warranties, covenants and agreements by and between the parties with respect to the Premises and cannot be modified except by written agreement signed by both Licensor and Licensee.
14. This License shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, legal representatives and assigns, but shall not be assignable by Licensee.
15. This License shall be governed by and construed in accordance with the substantive law of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction, and shall have the effect of a sealed instrument.

Signed and sealed on this **date**: _____

Date

Licensee:

Licensor:

**BOYS AND GIRLS CLUB OF
THE BERKSHIRES, INC.**

By: _____
Signature

By: _____
Chief Executive Officer