

This **LICENSE AGREEMENT** (this “Agreement”) is entered into as of the [fill in] day of [fill in], 2022, (the “Effective Date”) by and between the City of New Haven, a municipal corporation organized and existing under the laws of the State of Connecticut with a mailing address at 165 Church Street, New Haven, CT 06511(the “Licensor”), and [corporate name], a [type of corporation] organized and existing under the laws of the State of Connecticut, with a mailing address at [address] {alternate language: and [an individual] residing at address}(the “Licensee”) with respect to usage of specified facilities at The Boathouse at Canal Dock (the “Boathouse”) located at 475 Long Wharf Drive, New Haven, Connecticut 06511.

1. Details:

- **Event:**
- **Event Date:**
- **Event Set Up Time:**
- **Event Start Time:**
- **Event End Time:**
- **Facility:**
- **Full Licensee email:** _____ **cellphone:** _____
- **Licensor Event Coordinator: Erika Flowers**
- **Licensee Representative:**

2. **Fees and Charges.** The fees and charges for this Agreement are set forth in Attachment A, attached hereto and made a part hereof. In accordance with the provisions of Attachment A, Licensee shall pay to Licensor a non-refundable reservation deposit of \$500.00 (the “Reservation Deposit”), together with a security deposit of \$1,000.00 (the “Security Deposit”). The Reservation Deposit and the Security Deposit must be in the form of a bank or cashier’s check made **payable to the City of New Haven** and delivered to Erika Flowers, The Boathouse at Canal Dock, 475 Long Wharf Drive, New Haven, Connecticut 06511, immediately following the execution of this Agreement, in order to secure the Event Date. Licensee understands that cancellation of the Event by Licensee shall result in the forfeiture of the Reservation Deposit.

3. **Facility Usage Terms and Conditions.** This Agreement is subject to the facility usage terms set forth in Attachment B attached hereto and made a part hereof.

4. **Vendors.** Licensee shall provide the names of each proposed vendor supplying services related to the Event (each, a “Vendor”) to Licensor at least fourteen (14) days prior to the Event. All Vendors are subject to Licensor’s approval. Licensee shall cause each Vendor to execute and return to Licensor a signed copy of a letter of indemnification in the form of Attachment C, attached hereto and made a part hereof, at least fourteen (14) days prior to the Event.

5. **No Assignment.** Licensee shall not assign any rights under this Agreement and any purported assignment shall result in the automatic cancellation of the Agreement.

6. **Licensor’s Staff.** Licensor reserves the right to enter and inspect the Facility at any time for any reasonable purpose during the Event. Licensee shall follow reasonable directives from Licensor Event Coordinator.

7. **Indemnification.** Licensee shall indemnify, hold harmless, and defend Licensor from and against any and all losses, claims, payments, judgments, liens, assessments, liabilities, damages, costs and expenses, including, without limitation, penalties, interest, punitive damages, attorneys' fees, disbursements and court costs (collectively "Losses"), in connection with or arising from the use of the Facility for the Event. If any action or proceeding shall be brought against Licensor based upon any such claim, Licensee, upon notice from Licensor, as applicable, shall cause such actions or proceedings to be defended at Licensee's expense. The obligations of Licensee and any Vendors under this Section 7 shall be joint and several to the extent such obligations relate to the same Losses. The provisions of this Section 7 shall survive termination of this Agreement.
8. **Non-Liability of Licensor.** Licensor shall not be liable for any failure of water supply or electric current or of any service by any utility, nor for injury or damage to any person (including death) or property caused by or resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Boathouse, or from any pipes, appliances or plumbing works of the same, or from any other cause, or from the street or subsurface or from any other place, except to the extent caused by the willful misconduct or negligence of Licensor, their respective agents, employees, or contractors. All personal property of Licensee kept or stored within the Facility shall be so kept or stored at the risk of Licensee. This Section 8 shall survive termination of this Agreement.
9. **Insurance.**
 - a. General Liability. Licensee shall procure and maintain for the duration of the Event, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the rental of the Facility and the activities of the renter, his guests, agents, representatives, employees, or subcontractors. Coverage shall be at least as broad as Insurance Services Office Form CG 00 01 covering Commercial General Liability (CGL) on an "occurrence" basis, including products-completed operations, personal and advertising injury, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The cost of such insurance shall be borne by Licensee.
 - b. Liquor Liability. If Licensee will be supplying alcoholic beverages, the general liability insurance shall include host liquor liability coverage. If Licensee is using a Vendor to supply alcohol, such Vendor must have liquor liability coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. If Licensee intends to sell alcohol, either Licensee or the Vendor providing the alcohol for sale must have liquor liability insurance covering the sale of alcohol with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate. The cost of such insurance shall be borne by Licensee or such Vendor, as applicable.
 - c. Additional Insureds. Licensor, and Licensor's employees, officers, directors, volunteers, and agents shall be named as additional insureds with respect to all insurance procured by Licensee pursuant to this Section 9.
 - d. Primary Insurance. Licensee's insurance policies shall be endorsed to provide that, with respect to any liability covered by Licensee's insurance concerning Licensee's use of the Facility, Licensee's insurance shall be the primary insurance.

- e. Waiver of Subrogation. Licensee's insurance policies shall be endorsed to provide that the insurance carrier waives all rights of subrogation against Licensor.
- f. Acceptability of Insurers. Insurance shall be placed with insurers with a company or companies with an A- or greater A.M. Best rating acceptable to Licensor and lawfully authorized to do business in the State of Connecticut.
- g. Verification of Coverage. Licensee shall furnish Licensor with Certificates of Insurance confirming the insurance required by this Section. All Certificates of Insurance shall be delivered by Licensee to Licensor at least fourteen (14) days before the Event Date, failing which this Agreement shall be void and Licensee shall have no right to use the Facility, and Licensor shall retain the Reservation Deposit.

10. **Termination.** This Agreement is granted subject to Licensee's observance of the terms and conditions set forth herein, in default of which Licensor may terminate this Agreement. Upon such termination Licensor shall return the Security Deposit to the Licensee and shall retain the Reservation Deposit. Further, Licensor may terminate this Agreement in the event of an emergency (such as adverse weather conditions), which, in the reasonable opinion of Licensor, would make the Event unfeasible. In the case of such termination by Licensor, the Security Deposit and any additional monies paid-to-date will be returned to Licensee; Reservation Deposits are non-refundable.

11. **Notices.** All notices and other communications which are required or desired to be given under this Agreement shall be in writing (which may include electronic communications), addressed as follows:

a. If to Licensor:

The Boathouse at Canal Dock
475 Long Wharf Drive
New Haven, Connecticut 06511

Email: Boathouse@newhavenct.gov

b. If to Licensee:

[address]

[email]

12. Miscellaneous.

- a. This Agreement embodies and constitutes the entire understanding between Licensor and Licensee, and all prior agreements, understandings, and statements, oral or written, are merged into this Agreement. Neither this Agreement nor any provision hereof can be waived, changed, or terminated orally or in any manner other than by a written agreement executed by both Licensor and Licensee.
- b. If any provision of this Agreement shall be invalid or unenforceable as against any person or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other persons or circumstances shall not be affected thereby and each provision of this Agreement shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by law.
- c. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to its choice of laws and provisions. Licensor and Licensee hereby specifically and irrevocably consent to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement.
- d. The captions in this Agreement are for convenience of reference only and in no way define, describe, or limit the scope or intent of this Agreement or any of the provisions hereof.
- e. By way of electronic execution of this Agreement, Licensee hereby stipulates that Licensee has read and understood all of the terms and conditions of this Agreement, including (without limitation) the contents of Attachments A, B, and C, and agrees to be legally bound thereby.

NOW THEREFORE, Licensor and Licensee have executed and delivered this Agreement as of the Effective Date.

LICENSOR:

LICENSEE: _____

THE CITY OF NEW HAVEN

By: _____
Name:
Title:

By: _____
Name:
Title:

**Attachment A:
Fees and Charges**

The fees listed below apply to The Boathouse at Canal Dock, 2nd floor William Lanson (Canal Dock) Room with balcony and Adee Room with balcony. Also included are the first and second floor foyers, and 2nd floor hallway. Note that these hallways and foyers are exclusive only for large Events where both the William Lanson and Adee Rooms are rented simultaneously.

Event Space Rental includes:

- Meeting with Licensee for tour of the Facility
- Coordination with New Haven Police and City of New Haven, as necessary, for planned event
- Meeting with vendors for site visit & tour of Facility
- Communication with Licensor's staff
- Coordination of Event preparedness
- Day of Event on-site monitoring to ensure compliance with this Agreement
- Monitoring and cleaning of bathrooms

Function Space & Equipment Rental Fee:

Non-Refundable Deposit: \$500
Damage Deposit: \$1000

Room Requested:
Standard Time (total hours)
Additional Hours \$0 or calculate
Kitchen Fee \$0 or \$250
Tables and Chairs \$0/\$300/\$400
Security Fee \$ calculate

TOTAL FEES = \$

Deposit Paid:
Balance Paid:

**Attachment B:
Facility Usage Terms**

1. **Date and Time of Use.** Provided that this Agreement has been signed and received by Licensor and the rental fee for the Facility (the "Facility Fee") and the non-refundable deposit and damage deposit (the "Deposits") have been paid, Licensee shall be permitted to use the Facility on **[date of Event]** (the "Event Date") between the hours of **[start time]** and **[end time]** (the "Rental Period") only.
2. **Access and Event Times.** The Rental Period includes individual/organization preparation, decorating, and or rehearsal time, as well as time after the Event to clean the Facility and to remove personal items from the Facility.
3. **Responsible Party/Event Coordinating Deadline.** The Facility Fee for the Facility must be received by Licensor at least thirty (30) days before the Event Date. If the Deposits or the Facility Fee are not timely received by Licensor within said timeframe, this Agreement shall be void and Licensee shall have no right to use the Facility. If Licensee's use of the Facility results in damage to the Facility, such portion of the damage deposit as is necessary to cover the costs of repair shall not be returned. The named Authorized Representative who completes and signs this Agreement on behalf of the Licensee shall be the "Responsible Party". The Responsible Party shall coordinate all Event details with Licensor Event Coordinator and agrees to complete this coordination no later than fifteen (15) business days prior to the Event Date. The Responsible Party must be the host and in-attendance throughout the Event. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and the other policies and regulations outlined in this Agreement are met.
4. **Rental Equipment.** Licensee, event planner, or caterer rental equipment must be pre-approved by Licensor and a list must be submitted to the Licensor Event Coordinator at least fourteen (14) days in advance of the event. Drop-off and pick-up of said equipment must be scheduled at least fourteen (14) days in advance of the Event. Drop-offs must take place the Event day and pick-ups must be scheduled for the morning following the Event. All rental equipment must be moved to the designated area at the end of the Event during the allotted breakdown period.
5. **Licensee's Obligations.**
 - a. Federal, State, Local Law. Licensee shall not violate, or allow to be violated, any Federal, State, or local law, including, without limitation, the Ordinances of the City of New Haven.
 - b. Care of Facility. Licensee shall exercise care in the use of the Facility and shall comply with guidelines to reduce excessive wear or damage. Licensee shall not make any alterations to the Facility, any fixtures, building systems, or equipment. Licensee agrees to keep the Facility in a clean and orderly condition and to remove all waste material at the conclusion of the Event. Licensee shall remove from the Facility all property and materials belonging to Licensee. If Licensee damages the Facility, Licensor shall have the option to require Licensee, at its own expense and risk, to restore the Facility as nearly as possible to the condition existing prior to the Event. If Licensor elects to make

the repairs and restorations to the Facility, the costs for same shall be borne solely by Licensee. For damages up to \$1000.00 the Licensor shall utilize the Security Deposit. For damages more than this amount Licensee shall reimburse Licensor for the costs to repair damages, less the Security Deposit. An administrative fee equal to 10% of repair costs will be applied.

- c. Decorations and Signage. No flammable decorations, glitter, confetti, or rice are permitted to be used anywhere on the Facility. Additionally, no toys that involve confetti, glitter or silly string are permitted. No tape is to be used on the walls or tables, and no fog machines are to be used in or around the building. Decorations or activities involving open flames, sparklers, candelabras, and candlesticks are prohibited. Decorations may not hang from the ceilings or light fixtures. Neither Licensee nor Licensee's guests or vendors shall adjust ceiling lights, wall lights or window blinds, or remove light bulbs. Decorations or signage which cause damage or additional cleaning requirements will result in additional charges to Licensee. All decorations and all outdoor and indoor directional signage must be removed by Licensee immediately following the Event.
- d. Alcohol. Licensee shall, and shall cause any Vendors serving alcohol to, comply with all laws and other governmental requirements relating to the serving and/or sale of alcohol. Licensee is solely responsible for liquor stock from the time of delivery until it is removed from the Facility. Professional bartenders only may serve alcohol at the Facility, with a minimum of one (1) bartender and one (1) server per one hundred (100) guests. No one under the age of twenty-one (21) may be served an alcoholic beverage. No drinks may be served to patrons who appear to be intoxicated. Alcoholic beverages are not permitted in the Facility restrooms. If Licensor permits Licensee to sell alcohol, either Licensee or the Vendor providing the alcohol for sale must have a valid liquor sales license. Licensee shall not allow keg beer to be served. All liquor must remain inside the Facility. Alcohol service must be closed 30 minutes prior to the end of any Event.
- e. Food preparation and consumption. Food may be prepared in the kitchen only. Food and beverages may be served and consumed within the Facility only.
- f. Tables. No catering equipment or food should be placed directly on any of the tables provided. At all times tablecloths or other appropriate protections must be used to protect the table surface. Licensor's table and chairs are available for use during your event for a flat fee. The Licensee's caterer or event planner must set up tables, chairs, etc. Licensor does not set up any function equipment.
- g. Smoking. The Boathouse is a smoke-free facility. Neither smoking nor vaping are permitted inside any areas of the building, or on the balconies, staircases, platform, or sidewalks. This applies to all catering staff and guests.
- h. Flames/Fire. Open flames and the burning of any materials, including incense, is prohibited. Use of candles must receive advance approval and meet fire code regulations. Fog/smoke machines or other equipment, which may activate fire alarms, are prohibited on the Facility.

- i. Bare Feet. Bare feet are prohibited within the Boathouse.
- j. Conduct. Licensee and guests shall not interfere with the regular use of the Facility and the adjacent areas by the public or other Facility guests.
- k. Noise levels. Licensee shall maintain sound volume at levels that do not violate Title III, Chapter 18, Article II, Section 18-75 of the Code of the City of New Haven, as amended from time to time.
- l. No Weapons/Firearms. All weapons and firearms are strictly prohibited within the Boathouse.
- m. Pets. The Boathouse is pet-free facility (service animals excepted). Pets are not permitted inside the Boathouse, or on the balconies, staircases, platform, or sidewalks. This applies to all catering staff and guests.
- n. Coordination. All meetings on-site at the Boathouse must be coordinated with the Licensor Event Coordinator. A Licensor representative must be present at any on-site visits with Licensee's vendors, guests, or staff.
- o. Boat Bays, Ramps and Docks. The boat bays, boat ramp and floating docks are off limits and not included as Event spaces.
- p. Unaccompanied Minors. Children under the age of 18 must always be accompanied by an adult chaperone.
- q. Event Breakdown and Trash. All items, including glass bottles, soft drink and beer cans used and discarded by guests and caterers, must be removed from the Boathouse, and recycled appropriately. Event room floors must be swept clean of any broken glass, food, or trash that may have dropped during the event. All spills must be washed during breakdown. Both 2nd floor bathrooms must be swept clean of any broken glass, food, or trash that may have dropped in the bathrooms during the event. All ice should be discarded outside, not in the bathroom sinks or kitchen sink. Trash must be removed from the Boathouse and its surrounds at the end of the Event.
- r. Parking. Licensor does not provide any parking. There are parking spaces existing along Long Wharf Drive. Private parking garages may be available. Licensee is encouraged to consider valet options.
- s. Security. Events serving alcohol, Events taking place after dark, and Events with over 75 guests are required to hire a Police Detail from the City of New Haven, or if unavailable, security can also be arranged via the Licensor Event Coordinator for an extra fee.
- t. Photographs. Licensee hereby agrees that Licensor may take and use any photographs for advertising and promotional purposes.

**Attachment C:
Form Letter of Indemnification**

[Vendor name and address]

[date]

The Boathouse at Canal Dock
475 Long Wharf Drive
New Haven, Connecticut 06511

Letter of Indemnification

Dear Ladies and Gentlemen:

Reference is made to the License Agreement (the "License Agreement") dated as of *[date]* between The City of New Haven ("Licensor") and *[name of licensee]* ("Licensee"). Capitalized terms used but not defined herein have the meanings assigned to such terms in the License Agreement.

WHEREAS, the undersigned ("Indemnitor") has been contracted by Licensee as a Vendor to provide certain services in connection with the Event described in the License Agreement;

WHEREAS, the License Agreement requires that all Vendors deliver a signed letter of indemnification to Licensor in the form hereof no later than fourteen (14) days prior to the Event;

NOW, THEREFORE, in consideration of being authorized to provide services at the Event, Indemnitor agrees as follows:

Indemnitor shall indemnify and hold Licensor harmless from and against any and all losses, claims, payments, judgments, liens, assessments, liabilities, damages, costs, and expenses, including, without limitation, penalties, interest, punitive damages, attorney's fees, disbursements, and court costs (collectively "Losses"), in connection with or arising from any act or omission of Indemnitor or its agents or employees in connection with the use of the Facility for the Event. If any action or proceeding shall be brought against Licensor based upon such a claim, Indemnitor, upon notice from Licensor, as applicable, shall cause such actions of proceedings to be defended at Indemnitor's expense. The obligations of Indemnitor under this letter, the obligations of any other Vendor under any other letter of indemnification provided in connection with the License Agreement, and the obligations of Licensee under Section 7 ("Indemnification") of the License Agreement shall be joint and several to the extent such obligations relate to the same Losses. Nothing in this paragraph shall limit Licensor's obligations or liabilities arising out of its gross negligence or willful misconduct.

Licensor shall not be liable for any failure of water supply or electric current or of any service by any utility, nor for injury or damage to any person (including death) or property caused by or resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of

the Facility, or from any pipes, appliances or plumbing works of the same, or from any other cause, or from the street or subsurface or from any other place, except to the extent caused by the willful misconduct or negligence of Licensor, their respective agents, employees, or contractors. All personal property of Indemnitor kept or stored on the Facility shall be so kept or stored at the risk of Indemnitor.

This letter survives termination of the License Agreement. This letter shall be governed by, and construed in accordance with, the laws of the State of Connecticut, without regard to its choice of laws and provisions.

This letter may be executed in one or more counterparts, each of which, when taken together, shall be deemed an original and constitute one and the same instrument.

Very truly yours,

INDEMNITOR:

By: _____
Name:
Title:

ACCEPTED AND AGREED:

LICENSOR:

THE CITY OF NEW HAVEN
THE BOATHOUSE AT CANAL DOCK.

By: _____
Name:
Title: