



**TOWN OF WESTFORD
EAST BOSTON CAMP
LICENSE AGREEMENT
INDIVIDUAL AND SMALL GROUP**

This LICENSE AGREEMENT (this "License") is executed this ____ day of _____, 20__, by and between the Town of Westford, acting by and through its Conservation Commission, having an address at Town Hall, 55 Main Street, Westford, Massachusetts (the "Town"), and the Licensee:

Name

Address Telephone Number

The Town is the owner of record of the property off Depot Road and Nutting Road, Westford, Massachusetts, known as known as the East Boston Camps (the "Camp").

The Licensee desires to enter upon and use the Camp and those facilities as described on the License Application attached as Exhibit A (the "Licensed Premises"), for the purpose and use described in Section I below.

The Town hereby grants such entry and license to use the Licensed Premises to the Licensee, subject to the following terms and conditions:

I. USE, PURPOSE, TERM

Entry and use are limited to the Licensed Premises and are granted specifically, and exclusively, to the Licensee, its invitees, guests and permittees solely for the following purpose:

Such entry and use by the Licensee, its invitees, guests and permittees, shall be exercised for the hours of _____ a.m./p.m. through _____ a.m./p.m., commencing on _____, 20__, and ending on _____, 20__. Such entry and use shall be further limited by the provisions of Section VII.

CONSIDERATION

The consideration for this License shall be a fee of \$_____, which includes any refundable deposit, the payment of all costs and expenses associated with the exercise of the rights granted hereunder, together with the observation and performance by the Licensee of all the obligations and covenants set forth within this license to the reasonable satisfaction of the Town. The license fee must be paid in full (30) days prior to the commencement date of the License Agreement. The due date will be _____ for \$_____.

II. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs and judgments, whatsoever, including reasonable attorney's fees, which may be imposed upon, incurred by, or asserted against the Town by reason of (a) any failure on the part of Licensee to comply with any provision or term required to be performed or complied with by Licensee under this License, (b) for the death, injury or property damage suffered by any person relating in any way to Licensee's exercise of its rights under this License. This obligation shall survive the termination of this License.

III. RISK OF LOSS

Licensee agrees that it shall use and occupy the Licensed Premises at its own risk, and the Town shall not be liable to Licensee for any injury or death to persons entering the License Premises pursuant to the License, or loss or damage to vehicles, equipment or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through Licensee, that are brought upon the Licensed Premises pursuant to the License. The Town is not responsible for the security of the Licensed Premises. The provisions of this Section shall survive the termination of this License.

IV. CONDITION OF THE PREMISES

Licensee shall not make improvements or alterations upon the Licensed Premises. Licensee shall be responsible, at its sole expense, for maintaining the Licensed Premises and the structures thereon in good condition, including the cleaning of the facilities, removal of all personal items and the collection and disposal of trash deposited therein which is generated using the Licensed Premises. Licensee's responsibilities shall include the restoration or repair of all damage to the Licensed Premises resulting from any act, failure to act or negligence of the Licensee, its agents, employees, contractors, invitees, guests or permittees. The Licensee is responsible for leaving the Licensed Premises in clean and good order. The provisions of this Section shall survive the termination of the License.

Licensee acknowledges and agrees that it accepts the License Premises in its "AS IS" condition for this License, and that the Town has made no representation or warranty regarding the fitness of the License Premises.

Licensee has read the Rules and Regulations, Exhibit B, and acknowledges and agrees to comply with the Rules and Regulations.

V. CONDUCT

During the exercise of the rights hereby granted, the Licensee shall always conduct itself so as not to unreasonably interfere with Licensed Premises in accordance the operations of the Town, and observe and obey applicable laws, statutes, ordinances, regulations and permitting or licensing requirements, including but not limited to the state fire laws. The Licensee shall be solely responsible for all costs and expenses associated with the exercise of its rights under this License. In addition, the Licensee shall use the Licensed Premises in accordance with the Rules

and Regulations of the East Boston Camps which are attached hereto as Exhibit B and made a part hereof.

VI. TERMINATION AND REVOCATION

This License shall be revocable by the Town, at any time, effective immediately, for good cause. In the event that this License is terminated pursuant to this Section or the rights granted hereunder are revoked, then the Licensee, at its own expense, shall remove all its facilities, apparatus, equipment and property from the Licensed Premises, and restore the Licensed Premises to its original condition as at the commencement of this License, as nearly as possible. This obligation shall survive the termination of this License.

The Town also reserves the right to deny the use of the Licensed Premises when such use is not consistent with the East Boston Camps policies and rules and regulations, or when the activity or event is in direct conflict with a program, activity or service of the East Boston Camps.

In the event that the Licensee terminates the License Agreement prior to the commencement of the License, the Licensee must notify the Town at least thirty (30) days prior to the commencement of the License or the Licensee will be responsible for the payment of the full License fee.

VII. RIGHTS OF THE TOWN TO ENTER

The Town reserves the right and the Licensee shall permit the Town to enter upon and use the Licensed Premises at any time and for all purposes at the Town's sole discretion, and Licensee's use shall not interfere with the Town's use of the Camp or the Licensed Premises.

VIII. NO ESTATE CREATED

This License shall not be construed as creating or vesting in the Licensee any estate in the Licensed Premises, but only the limited right of possession as hereinabove stated.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed on the date above written:

TOWN OF WESTFORD

LICENSEE:

By: _____
(Signature)

By: _____
(Signature)

(Print Name): _____

(Print Name): _____



EXHIBIT B
TOWN OF WESTFORD STONY BROOK - EAST BOSTON CAMPS
RULES AND REGULATIONS

1. All Licensees are expected to respect the property including “Camp” facilities, buildings, grounds, other licensees and the public.
2. Licensee must check in and out with the Facility Coordinator when arriving and departing the property. A call must be placed to the Facility Coordinator at least **one-hour prior** to departure to arrange for check-out.
3. The Licensee is responsible for supervising all members of their group. All persons under 21 years of age must be supervised by an adult 21 years or older.
4. Quiet hours are from 10:00 p.m.-6:00a.m. Music and other noise must be kept at an acceptable level, to not disturb other parties.
5. Motor vehicles will only be permitted on the Camp property for delivery of supplies or as a passenger shuttle. The speed limit on all roads is 10 m.p.h. All other vehicles must be parked in the parking areas outside the Camp gate. The use of motorized wheelchairs and carts as transportation for the elderly and/or disabled is permitted.
6. Prior to lighting a fire verbal permission must be obtained from the Westford Fire Department. Fires may only be in the fire pits. Trees may not be cut for firewood. To limit non-native, invasive species only wood brought from Westford or supplied by the Facility Coordinator may be burned in the fire pit. Fires may not be left unattended and must be completely extinguished before the fire pit is abandoned. Before departure, all fires must be completely extinguished.
7. The Town does not provide any lifeguards.
8. The number of persons occupying a building may not exceed the fire capacity (Dining Hall – 140, Recreation Hall – 100, Nurses Cabin 12, Cielo 25 and all other cabins 12.). All emergency exits shall always be visible and accessible.
9. All trash and debris are to be placed in containers (if provided), otherwise removed from the property. All recycling is to be placed in recycling dumpster, bins or removed from the property.
10. All dogs must be controlled in accordance with the Town’s leash law at all times. Owners are responsible for their pet’s behavior and must clean up after them.
11. Only non-motorized boats are allowed on the property and they must be carried in and carried out. To help prevent the spread of invasive aquatic vegetation all water craft must be thoroughly cleaned before bringing it to the property and using it in Burge’s Pond.
12. Property must be left in the same condition or better upon departure.
13. Vandalism and theft are prohibited, and anyone caught engaging in these activities will be prosecuted to the full extent of the law.
14. The natural resources of the property including trees, shrubs, plants, nests dens, egg mases, and other resources must not be disturbed, damaged or destroyed.
15. Licensees shall not move any furniture, mattresses, appliances, or décor within buildings or to other buildings. Indoor furniture shall not be brought outside.

16. Licensees cannot remove or deface any sign, poster or other property or remove any barrier within the property.
17. The Town is not responsible for any of the Licensee's personal equipment or items. The Town will not be held liable for any loss or damage to Licensee's personal property.
18. Alcohol and drugs are not allowed on the property. Alcohol may be permitted by the Westford Conservation Commission. Individuals or groups receiving such permission shall have limited liability insurance and written authorization from the Conservation Commission in their possession and available for inspection on request by a member of the Conservation Commission, the Facility Coordinator, municipal staff and/or Police.
19. No hunting, trapping, discharge of firearms or use of weapons is permitted on the property.
20. The use of off-road vehicles including but not limited to snowmobiles, ATV's and mini-bikes are prohibited on the property, except by public safety and emergency personnel.
21. Smoking is not permitted in any buildings on the property.

Facility Coordinator TBA

I have read the above contract, rules and regulations and agree to follow them accordingly.

X _____ **X** _____
Licensees
X _____
Date