



**TOWN OF HUBBARDSTON
LICENSE AGREEMENT**

This LICENSE AGREEMENT (hereinafter "License") is executed this 28th day of March, 2019, by and between the TOWN OF HUBBARDSTON, acting through its Board of Selectmen (hereinafter "Town") and Lance Laine of 376 South Road in Templeton, MA (hereinafter "Licensee").

WHEREAS, the Town is the owner of record of a certain interest in land recorded at Book 26159 Page 140, Book 26159 Page 142, and Book 42928 Page 378 in the Worcester Registry of Deeds located in Worcester County (hereinafter "Premises"),

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

1. Use, Purpose and Term

Entry and use, limited to the Premises identified above are specifically, but not exclusively, granted to the Licensee and/or its contractors, agents, representatives, employees, invitees, permittees and licensees, solely for the purposes of agricultural activities associated with the management of hay crops on Fields 1 – 7 identified on the attached plan entitled Mt. Jefferson/Malone Road Conservation Area Hayfields, and for purposes and uses reasonably incidental to the purposes stated herein, at the sole cost and expense of the Licensee, provided all improvements are done in accordance with the attached Mandatory Hay Management Guidelines. Licensee shall not enter for any purpose not explicitly referenced in this paragraph.

Such entry and use by Licensee and/or its contractors, agents, representatives, employees, invitees, permittees and licensees shall be exercised from the date of execution of this license and shall continue from year to year unless sooner terminated in accordance with the provisions of Section 7 below. Such entry and use shall be further limited by the provisions of Section 5.

The License shall be for a term of five (5) years, effective upon execution.

2. Consideration

The Licensee shall pay a fee to the Town of \$47 and 00/100 dollars per acre per cutting. Fees for first cutting must be received by August 1st of the year cut, and fees for second cutting must be received by October 1st of the year cut. All fee payments shall be accompanied by a completed Hay License Fee Payment Form. If weather conditions or other circumstances preclude a cutting on certain fields, this shall be noted on the Hay License Fee Payment Form.

3. Hay Management Responsibilities

The Licensee further agrees to comply with all provisions included in the scope listed herein.

4. Insurance

The Licensee shall maintain public liability insurance, including coverage for bodily injury, wrongful death, and property damage, in an amount acceptable to the Town, and in an amount sufficient to support the obligations of the Licensee under the terms of this agreement to indemnify, defend and hold harmless the Town. Licensee shall provide the Town with a certificate of insurance in each case indicating the Town is an additional insured on the policy, and showing compliance with the forgoing provisions.

5. Indemnification

Licensee agrees to indemnify, defend and hold harmless the Town from and against any and all claims, demands, suits, actions, costs, 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 the Licensee under this License, or (b) for the death, injury or property damage suffered by any person on account of or based upon the act, omission, fault, negligence or misconduct of any person whomsoever other than the Town.

6. Conduct

During the exercise of the rights hereby granted, the Licensee shall at all times conduct itself so as not to unreasonably interfere with the operations of the Town, and observe and obey applicable laws, statutes, ordinances, regulations and permitting and/or licensing requirements.

7. Termination

If Licensee fails to comply with the terms of this Agreement and such failure is not cured within fourteen (14) days from the Town's written notice of the default to Licensee, the Town shall have the right to terminate this Agreement by giving Licensee written notice thereof, whereupon Licensee shall vacate the Premises in compliance with the terms of this Agreement. The Licensee acknowledges that Licensee's failure to maintain the necessary insurance shall constitute a material default. If the Town makes any expenditures or incurs any obligations for the payment of money in connection with Licensee's default, including but not limited to, Licensee's failure to surrender the Premises in the same condition as upon commencement of this License, reasonable wear and tear excepted, such sums and obligations, together with reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, shall be paid by Licensee to the Town. Licensee's obligations hereunder shall survive the expiration or termination of this Agreement.

This License shall also be revocable by either party upon written notice at least sixty (60) days prior to the termination date stated within said notice.

In the event that this License is terminated by revocation of either party pursuant to this section, then the Licensee, at its own expense, shall remove all its facilities, apparatus, equipment and property from the Premises, and restore the 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.

8. Modifications and Amendments

Modifications and amendments to this License shall be in writing and duly executed by both parties hereto to be effective.

9. Notice

For the purposes of this License, the parties shall be deemed duly notified in accordance with the terms and provisions hereof, if written notices are mailed to the following addresses:

Town: Town Administrator Office, 7A Main Street, Unit 3, Hubbardston MA 01452

Licensee: Lance Laine, 376 South Road, Templeton MA 01468

These addresses are subject to change, and both parties agree to inform each other of such changes as soon as practicable.

10. No Estate Created

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

11. Exhibits and Attachments

Any and all exhibits and attachments referenced herein, or attached hereto, are duly incorporated within this agreement.

12. Survival of Terms and Provisions

All appropriate terms and provisions relating to the restoration of the Premises shall survive the termination of this License.

13. Liens and Encumbrances.

Licensee shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Licensee in connection with any work performed at the direction of Licensee or any of the Licensee Parties and shall cause any such lien to be released of record without cost to the Town within thirty (30) days of the filing of the lien. The Town shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, and the laborers and materialmen furnishing labor and materials to the Premises or any part thereof shall release the Town and the Property from any liability.

14. Assignment

Licensee agrees that no tenancy of any nature has been established by the execution of this Agreement by the Town. Licensee further understands that the rights granted hereby is personal to Licensee and such rights or the Premises cannot be assigned, subleased or otherwise transferred without the Town's prior written consent, which may be withheld in its sole and absolute discretion.

15. Severability

In the event that a provision of this Agreement is deemed to be unlawful, the balance of the Agreement shall continue in full force and effect.

16. Governing Law

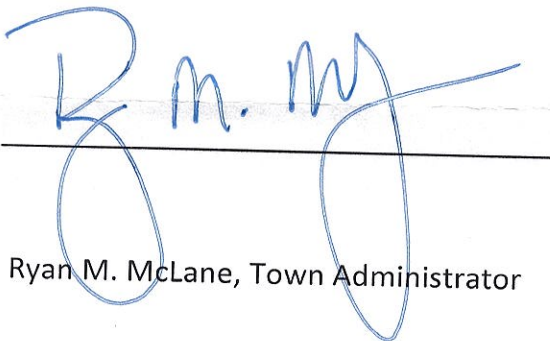
This Agreement shall be construed in accordance with and shall be governed by the laws of the Commonwealth of Massachusetts, and all matters pertaining hereto shall be brought in the courts of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument and signed in duplicate by their duly authorized representatives, on the date first indicated above.

FOR THE TOWN:

LICENSEE

(On behalf of the Board of
Selectmen)



Ryan M. McLane, Town Administrator



Lance Laine

Hay License Fee Payment Form

Fee calculation for haying conducted during the First Cutting/Second Cutting (circle one) of _____(year):

a. Field Number	b. Cutting Completed? (Y/N)	c. Acres Cut	d. Fee per acre (\$)	e. Fee Subtotal (c. x d.) (\$)
1		8.0 ac		
2		4.5 ac		
3		9.0 ac		
4		3.0 ac		
5		8.0 ac		
6		2.0 ac		
7		2.5 ac		
TOTAL FEE (\$)				

Comments: