

License Agreement

This agreement between the **Town of Tisbury**, with a mailing address at 51 Spring Street, Vineyard Haven, Massachusetts ("Licensee") and Sovereign Bank, with offices at 1130 Berkshire Boulevard, Wyomissing, PA 19610 ("Bank").

WITNESSETH

Whereas, the Licensee would like to install two (2) 8ft. x 12 ft. bus shelters upon the property occupied by Bank's branch located at 75 Main Street, Vineyard Haven, MA ("Premises").

Now therefore, in consideration of the convenience to be derived by Licensee and their agents, employees, contractors and invitees in enjoyment of the license herein granted, Licensee intending to be legally bound, covenant and agree with Bank and its successors and assigns as follows:

Bank hereby grants to Licensee, for the benefit of Licensee, its agents, contractors, and invitees, subject to all of the terms and conditions herein set forth, a license to enter upon and use the Premises for the period commencing on Monday, April 19, 2010 and expiring upon 30 days written notice by either Bank or Licensee.

1. The license or permission may be revoked, modified or limited in whole or in part by Bank at any time Licensee fails, neglects or refuses to perform any of the duties and/or obligations of Licensee to be performed as described herein.
2. The exercise of any privilege hereunder by any person shall be at the entire risk of such person, and Bank shall have no responsibility for the condition or safety of the Premises, or any portion thereof, nor shall it have any liability or responsibility for the welfare, protection or safety of any person availing himself or desiring to avail himself of any such privileges, or such person's property. Licensee, for themselves and their agents, employees, contractors and invitees, hereby waive and release any rights they or any of them or their heirs, successor or assigns may hereafter have against Bank by reason of the condition of the Premises or any failure of Bank to secure the same. Bank shall have no obligation to keep any specific part of said property open or unobstructed, or to secure or lock any building improvement. Licensee is granted permission to use only open spaces on the Premises; Licensee is permitted no access to any improvements or buildings on the premises except the outside parking area.
3. If in the opinion of Bank the exercise of any privilege hereunder shall have caused damage to the Premises or any part thereof, Licensee shall promptly repair and restore any such damage, and upon failure to do so Bank may proceed to have the work done and collect the cost thereof from Licensee.
4. The Premises shall be occupied and used by Licensee solely for the purpose of installing and maintaining the bus shelters as exhibited on Exhibit "A", attached hereto and made a part of this License Agreement. Licensee shall neither conduct nor allow to be conducted hazardous activities upon the Premises. Licensee shall insure that any independent contractors who participate in the installation and maintenance of the bus shelters, which is the subject of this agreement, are insured within limits satisfactory to Bank, and shall present evidence thereof.

6. Licensee shall protect, defend, indemnify, save and hold harmless Bank against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever, and against and from any or all costs, damages and expenses, including attorneys' fees, resulting from, or in connection with, loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of, any accident or other occurrence in, upon, at, around or from the Premises, or occasioned in whole or in part though the use of the Premises, or by any act, or omission of Licensee, or any of their employees, agents, contractors, or invitees in, upon, at, around or from the Premises or its appurtenances.
7. Licensee and each contractor and vendor invited to participate with the installation and maintenance by Licensee, shall procure and continue in force, for the duration of the license granted herein, commercial general liability insurance, including contractual liability coverage with respect to this agreement, with limits of not less than \$1,000,000.00 per occurrence and with a \$1,000,000.00 policy aggregate limit. Such insurance policy shall be issued on an occurrence basis, naming Bank as an additional insured, by an insurance company licensed to do business in Massachusetts. Licensee shall deliver to Bank original certificates of insurance evidencing such coverage (or duplicates of such policies, at Bank's request) prior to the date Licensee comes on to the Premises. The minimum limits of the insurance coverage to be maintained by Licensee hereunder shall not limit Licensee's liability under this license agreement. Such insurance policy shall contain a provision pursuant to which Licensee's insurer will waive all rights which such insurer would otherwise have against Bank by way of subrogation, and shall further contain provisions insuring Licensee's promise to indemnify Bank as set forth in paragraph 6. Such policy shall not contain explosion, collapse and/or underground subsidence exclusions. It shall be Licensee's obligation to insure that each contractor and vendor obtains and maintains the required insurance and delivers the required evidence of same to Bank prior to the date they come on to the Premises.
8. Bank and/or any fee owner of the Premises and their respective directors, offices, shareholders, agents and employees shall not be responsible or liable to Licensee, their employees, agents, contractors, vendors, or invitees, or their respective heirs, personal representatives or assigns (collectively, Licensee Group") at any time for or by reason: a.) Of any condition of or defects, latent or otherwise, in any building or improvements in the Premises or any of the equipment, machinery, utilities, appliances or apparatus therein; or b.) For any loss of life, or injury or damage to any person or any property or business of any member of Licensee Group, caused by, or resulting from, the bursting, breaking, leaking, running, seeping, overflowing or backing-up of water, steam, gas, sewage, snow or ice in any part of the Premises, or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation or use of any buildings or improvements in the Premises, or any of the equipment, fixtures, machinery, appliances or apparatus therein. Licensee shall advise all members of the Licensee group of the provisions of this waiver and shall obtain their consent to its terms.
9. Licensee shall at their sole cost and expense: a.) Keep all portions of the Premises which are used by Licensee or their agents, employees, contractors or invitees in a safe, clean and proper manner and not permit any rubbish and refuse emanating from the Premises to accumulate in any areas and attend to the removal thereof; b.) Furnish Bank with emergency telephone numbers and with forwarding addresses; c.) Secure any and all licenses or permits required by any governmental, municipal or federal agency or authority with respect to Licensee's use of the Premises; d.) Not make or permit to be made any alterations, additions or improvements in or to the Premises without the prior written consent of Bank of which consent may be withheld in "Bank's" sole discretion; e.) Not permit any mechanic's lien or liens to be filed against the Premises by reason of any work, labor, service or materials performed at or furnished to the Premises; f.) Abide by any and all rules and regulations established by Bank from time to time with respect to use of the Premises; g.) Provide and arrange for security and sanitation services as appropriate; and h) Remove all snow and ice from the shelter perimeter.

10. Licensee shall, on or before the expiration date of the license granted herein or its earlier termination as provided herein, remove all of their goods and effects, repair any damage caused by such removal and surrender and deliver up the Premises, clean and in the same order, condition and repair that is was in before the commencement of this license, ordinary wear and tear excepted. Any property belonging to Licensee which is not removed within 24 hours after the expiration of the license granted herein or its earlier termination as provided herein may be deemed by Bank to have been abandoned by Licensee and may be retained or disposed of by Bank as Bank shall desire.
11. In the event of any failure of Licensee to perform any of the terms, conditions or covenants of this License to be observed or performed by Licensee, Bank, besides having the right to immediately terminate the license and without serving notice to Licensee of said termination, shall have the immediate right of re-entry and may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Licensee, all without service or notice or resort to legal processing without being deemed guilty of trespass or becoming liable for a loss or damage which may be occasioned thereby.
12. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating a relationship of principal and agent, or partnership or joint venture or landlord-tenant, between parties hereto, it being understood that nothing contained herein or any acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship licensor and Licensee.
14. This License shall not be assignable by Licensee, and any attempted assignment shall render this Licensee null and void.
15. The party signing this License on behalf of Licensee warrants and represents that they have all necessary consents and authority to execute this License and bind Licensee.

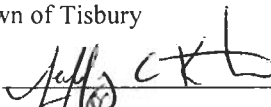
In witness whereof, the parties hereto duly executed this Agreement, this 14th day of May, 2010.

WITNESS/ATTEST


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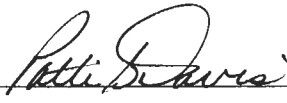
Town of Tisbury

By:


 Jeffrey C. Kristal Selectman Chairman
 Name & Title (Printed)

Bank

By:


 Patti B. Davis, Sr. Vice President
 Name & Title (Printed)

