

City of Keene
NEW HAMPSHIRE

REVOCABLE LICENSE AND
INDEMNIFICATION AGREEMENT
(No Alcohol)

WHEREAS: _____ (name of the organization), a _____ (corporation, partnership, individual, other) of _____ (address, city/town, state, zip), desires to use Heberton Hall located at 91 West Street, Keene, New Hampshire, adjacent to the Keene Public Library, on _____ (day and date) for _____ (type of activity), in accordance with the terms and conditions set forth in the Heberton Hall Use Information; and

WHEREAS: _____ (name of the organization) has submitted a completed Heberton Hall Use Application for the purposes more specifically described in the use application form.

NOW, THEREFORE, _____ (name of the organization), and his/her/its respective successors and assignees, does hereby indemnify and hold the City of Keene and its officers and agents harmless from any liability which the City may have, if any, for damages or claims for damages, which may result or arise out of _____ (name of the organization) or his/her/its employees' negligent, reckless, or intentional acts, and for damages or claims for damages, which may result or arise out of the _____ (name of the organization) or its employees' alleged infringement or unauthorized use of trademarks, copyrights, or other intellectual property.

_____ (name of the organization) and his/her/its respective successors, and assignees, undertake to indemnify and hold harmless the City of Keene, and its officers and agents, from any and all liability, loss, or damage it may suffer as a result of any and all claims, demands, costs or judgments against it arising from said negligent, reckless, or intentional acts and for any alleged infringement of unauthorized use of trademarks, copyrights, or other intellectual property.

_____ (name of the organization) agrees to defend against any and all claims brought or actions filed against the City of Keene, its officers and agents with respect to the subject to the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed. In

case a claim should be brought or an action filed with respect to the subject of the indemnity provided for herein, _____
(*name of the organization*) and the City of Keene may employ any attorney(s) upon whom they mutually agree to appear and defend the claim or action on behalf of the City of Keene, at the expense of the _____
(*name of the organization*).

The City of Keene, at its option, shall have the sole authority for the direction of the defense and shall keep _____ (*name of the organization*) timely informed of same. However, any compromise or settlement of any claim or action against the City of Keene shall be entered only with the mutual consent of the _____ (*name of the organization*).

The City of Keene agrees to notify _____ (*name of the organization*) in writing within thirty (30) days by certified mail, at his/her/its respective principle place of business, of any claim made against the City of Keene.

This license is conditional upon the following:

1. The City shall not waive any of its rights to municipal or governmental immunity and this agreement shall not constitute such a waiver.
2. The City of Keene retains the right to revoke this license at any time with or without cause.
3. _____ (*name of the organization*) shall provide satisfactory proof of liability insurance in the amount of: \$1,000,000 with the City of Keene listed as the additional insured.

License granted on _____

John A. MacLean, City Manager

Conditions of license understood and agreed to:

Authorized signature