

# THE TOWN OF GOSHEN LICENSE AGREEMENT

Licensee is hereby given permission to use those facilities in the Kobylenski Lodge at Camp Cochipianee identified below upon the following terms and conditions:

I. **Licensee:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Person to contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

II. **Extent of License:** Please Check One ☒ ☐

- ☐ Large room in main lodge, including kitchen and restrooms
  - Capacity: 160 sitting, 225 standing
- ☐ West Wing including kitchen and restrooms
  - Capacity: 28 sitting, 60 standing
- ☐ West Wing including restrooms
  - Capacity: 28 sitting, 60 standing
- ☐ Basement Meeting Room, excluding upstairs kitchen and restrooms
  - Capacity: 90 sitting, 150 standing

### III. Purpose of Use:

IV. **Alcohol is prohibited** at Camp Cochipianee premises or Kobylenski Lodge.

#### V. License Period:

Commence: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_      End: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month    Day    Year                          Month    Day    Year  
                         A.M./P.M.    A.M. /P.M.

## VI. License Fee:

\$\_\_\_\_\_ Base Fee  
\$\_\_\_\_\_ additional hours: (\_\_\_\_\_ x \$50/hour)

## Security Deposit

\$ \_\_\_\_\_

\$

===== **TOTAL LICENSE FEE**

**Payments:**

- ☐ \$ \_\_\_\_\_ **security deposit** payable upon signing of this agreement
- ☐ \$ \_\_\_\_\_ **license fee** payable seven (7) days commencement of license period

The security deposit will be refunded AFTER the event upon satisfactory inspection of the facilities by the Town of Goshen Recreation Director. In the event of cancellation less than thirty (30) days prior to the event, only one-half of the security deposit will be refunded. Failure to pay the license fee at least seven (7) days before the event shall constitute a cancellation.

## VII. Indemnification:

Licensee agrees to indemnify, defend and hold the Town of Goshen harmless from and against any and all claims for damages to persons and/or property arising from the occupancy and use of the facilities at Camp Cochipianee licensed hereunder, including the related parking areas, buildings and equipment, by the Licensee, its servants, agents, invitees, and licensees, and whether before and after the stated term of this agreement, or for the stated purpose of this agreement.

Licensee will be responsible for, and shall indemnify, defend, and hold the Town of Goshen harmless from and against any and all claims for damages to Licensee's property and that of Licensee's agents, employees, invitees, and licensees related to the use and occupancy of the facilities at Camp Cochipianee.

- VIII. **Licensee shall at its sole cost and expense provide:**
- 1. The removal of all garbage and waste to the dumpster outside Kobylenski Lodge.
  - 2. Care of the grounds, buildings, and all tangible personal property in a neat, clean and orderly manner.
  - 3. Proper parking and traffic control.
  - 4. Set-up and clean-up. At the termination of Licensee’s occupancy, the facilities at Camp Cochipianee shall be left in a condition satisfactory to the Recreation Director for the Town of Goshen.
- IX. Licensee shall, at its sole cost and expense, comply with all Governmental statutes, ordinances, rules and regulations applicable to its use of the facilities at Camp Cochipianee. Licensee shall not create, or allow the creation of, any nuisance, public, or private, in its use of the facilities at Camp Cochipianee. There shall be no smoking in Kobylenski Lodge. Licensee shall terminate all activities at the facilities at Camp Cochipianee at 10:00 P.M. on Sundays and 11:00 P.M. on other days.
- X Licensee shall be responsible for ensuring that parking is permitted in designated parking areas only. There shall be no parking at any time for any reason on any grass areas or on the athletic fields.
- XI. The Town of Goshen may, at its sole and absolute discretion, require Licensee to obtain, at its sole cost and expense, general liability insurance from the Tenant User Liability Insurance Program (TULIP) in the amount of One Million (\$1,000,000) Dollars. TULIP is a cost-effective insurance program sponsored by the National League of Cities through which persons utilizing Town property can obtain low-cost insurance coverage for themselves and for the Town of Goshen. In cases where insurance will be required, the Town of Goshen will provide Licensee with the email address and other information necessary to obtain insurance through TULIP. Upon payment of the insurance premium, TULIP will issue to Licensee a Certificate of Insurance naming both the Licensee and the Town of Goshen as insured’s. Licensee shall furnish such Certificate of Insurance, in form satisfactory to the Town of Goshen, to the Town no less than seven (7) business days prior to the event. Failure to provide such Certificate of Insurance to the Town at least seven (7) business days prior to the event shall be considered a breach of this agreement, and the event shall be cancelled. If for any reason insurance through TULIP is unavailable, the Town of Goshen reserves the right, at its sole and absolute discretion, to select an alternate insurance provider, to waive the insurance requirement or to rescind this agreement and cancel the event.
- XII. All of Licensee’s activities at the facilities at Camp Cochipianee shall be carried out in accordance with the terms of this agreement and to the satisfaction of the Recreation Coordinator for the Town of Goshen, who is the town’s authorized agent with respect to this agreement, and who shall have free access to the areas licensed to Licensee at all times. In the event that the Licensee breaches any of the terms and conditions of this agreement, and continues such breach after a request by the Recreation Coordinator for the Town of Goshen to comply with the terms of this agreement, the Recreation Coordinator for the Town of Goshen shall have authority to forthwith terminate this agreement, and close down Licensee’s activities at the facilities at Camp Cochipianee. The Town of Goshen will not enter into any new licensing agreement with the Licensee if Licensee has not fully performed all the terms and conditions of this agreement.

This agreement may not be assigned by the Licensee without the prior express written consent of the Town of Goshen.

Dated at Goshen, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_,

Witness	The Town of Goshen
_____	By: _____
	Its _____
Witness	Licensee: _____
_____	By: _____
	Its Hereunto Duly Authorized