

AGREEMENT

Agreement entered into this 11<sup>th</sup> day of APRIL, 1996 by and between the Town of Easton acting through its Board of Selectmen, duly authorized, ("Town") and the Historical Society of Easton, Inc, a corporation acting by BERRY GABERT, its PRESIDENT, duly authorized, ("Historical Society").

RECITALS:

WHEREAS, the Town is in the process of constructing a new library facility "(Library)"; and

WHEREAS, the Historical Society desires to arrange for space for its purposes in the Library upon the terms and conditions contained in this agreement; and

WHEREAS, the Town, by its Board of Selectmen, is willing to make such space available upon the terms and conditions contained in this agreement; and

WHEREAS, the Library Board is in agreement that such space be made available upon the terms and conditions contained in this agreement;

AGREEMENT:

NOW, THEREFORE, in consideration of these recitals together with the agreements contained in this instrument, the parties, intending to be bound legally, agree as follows:

1. Historical Society Area. An area of approximately 600 square feet shall be constructed within the Library in accordance with the specifications found in the existing Town plans and generally shown as the "Historic Society Room." Changes to the present specifications shall only be by change orders in accordance with Section 4 of this agreement. The Historical Society shall fit up the space of the Historical Society Area. Any fit up which is attached to the premises shall become the property of the Town after the expiration of the License Agreement. Any personal property which is not attached to the premises may be removed by the Historical Society at the end of the License Agreement.



2. License. Upon completion of the Library, as signified by the issuance of a certificate of occupancy, the Town shall enter into a license at a nominal consideration for the use of the Historical Society Area by the Historical Society in accordance with the License Agreement attached to this agreement as Schedule A.
3. Consideration. In addition to the nominal consideration required under the License Agreement, the Historical Society shall pay to the Town the total sum of \$104,400.00 as follows:
  - A. The Historical Society shall pay the Town \$52,200.00 upon the execution of this contract. The Historical Society shall pay the Town \$52,200.00 upon the issuance of a certificate of occupancy, allowing occupancy of the Historical Society Area.
  - B. In no event shall the Historical Society be required to pay to the Town more than the sum of \$104,400.00 except as agreed to pursuant to change orders signed by the Historical Society in accordance with Section 4 of this agreement, and except as provided for in Paragraph 4 of the "License Agreement."
  - C. The Town may, for its purposes, maintain separate financial records to keep records of the Historical Society Area for purposes of state grants, but such records shall not affect the total consideration due from the Historical Society.
4. Change Orders: If, before occupancy, the Historical Society desires a change in the specifications contained in the existing town plans for the Historical Society Area, the Historical Society shall submit a request for such change in writing to the Library Building Committee, which shall consider the request and to the extent necessary discuss it with the Historical Society. If the change is agreed upon by the building committee and the Historical Society, the building committee shall submit a request for preparation of a change order to the architect and contractor. When the change order is submitted to the building committee by the architect and contractor, the building committee and the Historical Society shall review it, and if it is acceptable, the change order shall be approved and the Historical Society shall be responsible for any extra cost to be incurred in connection with the change order. The Historical Society shall pay such extra cost at such times as the Town is required to pay for the change order.
5. Function and Access. The Historical Society functions to protect the Town's history by collecting, preserving, and interpreting its history and heritage for the education and enjoyment of present and future generations. The Historical Society will strive to maintain the materials housed in the



## SCHEDULE A

### LICENSE AGREEMENT

License Agreement entered into this 11<sup>th</sup> day of APRIL, 1996 by and between the Town of Easton acting through its Board of Selectmen, duly authorized, ("Town") and the Historical Society of Easton, Inc, a corporation acting by JOHN GABERT, its PRESIDENT, duly authorized, ("Historical Society").

1. Use of Historical Society Area. The Town grants the Historical Society a license for thirty (30) years commencing on the issuance of the certificate of occupancy to use approximately 600 square feet in the Library for its purposes, which area is designated as the "Historical Society Area." The Historical Society shall have exclusive use of such Area and shall have the right to secure such Area, subject, however, to access by the Town and its duly authorized agents for repairs, maintenance and other reasonable purposes.
2. Time of Access. Access to the use by the Historical Society of the Library community room will be at such times as scheduled and approved by the Library Board.
3. Term. The term of this license shall be thirty (30) years commencing on the date of the issuance of a certificate of occupancy, which date shall be endorsed in the margin of this agreement and initialled by both parties.
4. Consideration. In addition to the consideration recited in Paragraph 3 of the "Agreement", the Historical Society shall pay the Town One Dollar (\$1.00) per year following the signing of this license and the issuance of a certificate of occupancy and each succeeding twenty-nine (29) years. The Historical Society shall remain in occupancy as consideration for this license. The consideration shall include the right to use the designated Historical Society Area. The Historical Society shall pay directly to the supplier any costs of services for utilities provided only for the benefit of the Historical Society, such as a separate telephone or its own computer for access to the system. The Historical Society shall pay for its own custodial services and shall pay 3.8% of the total bill for electricity charges pertaining to the Library as well as pay 3.8% of the total bill for oil pertaining to the Library.
5. Options to Renew. The parties shall use their best efforts to reach a new agreement as to terms and conditions for a new license subsequent to the expiration of this license.

Historical Society Area so as to protect its function and will schedule access to its collection, which scheduled access shall be staffed by Historical Society volunteers.

6. Insurance and Indemnification. The Historical Society shall maintain public liability insurance as a licensee of the Historical Society Area in the amount of One Million Dollars per occurrence throughout the duration of this license. The Town shall be named as an additional insured under such policy. The Historical Society shall indemnify and hold harmless the Town against any and all claims arising out of the occupancy of the Historical Society Area under its license. The Historical Society shall supply the Town with a certificate of insurance naming the Town as an additional insured.

Dated at Easton, Connecticut this 11<sup>TH</sup> day of APRIL, 1996.

TOWN OF EASTON

By: Anthony J. Colonnese  
Anthony J. Colonnese,  
Its First Selectman,  
Duly Authorized

HISTORICAL SOCIETY OF EASTON

By: Jerry Gabert  
Jerry Gabert, Its President  
Duly Authorized



## RIDER TO SCHEDULE A, LICENSE AGREEMENT

The parties, Town of Easton ("Town") and Historical Society of Easton, Inc. ("Historical Society" or "HSE") have entered into this 19 day of March 2018 a Rider to Schedule A, License Agreement, dated April 11, 1996. The Schedule A, License Agreement, is attached to an Agreement between the Town and Historical Society also dated April 11, 1996. Except for the following all other terms of the Schedule A, License Agreement shall remain in effect.

A. The following Paragraph 4 shall replace in its entirety Paragraph 4 in the Schedule A, License Agreement dated April 11, 1996:

4. Consideration. In addition to the consideration recited in Paragraph 3 of the "Agreement", the Historical Society shall pay the Town One Dollar (\$1.00) per year following the signing of this license and the issuance of a certificate of occupancy and each succeeding twenty-nine (29) years. The Historical Society shall remain in occupancy as consideration for this license. The consideration shall include the right to use the designated Historical Society Area. The Historical Society shall pay directly to the supplier any costs of services for utilities provided only for the benefit of the Historical Society, such as a separate telephone or its own computer for access to the system. In addition, the Historical Society shall pay for its own custodial services and shall pay the Town for this Historical Society Area space in the Library the sum of Four Hundred Dollars (\$400) per year for electricity, oil and any other utility charges.

B. The following Paragraph 6 shall replace in its entirety Paragraph 6 in the Schedule A, License Agreement dated April 11, 1996:

6. Insurance and Indemnification. The Historical Society shall maintain public liability insurance as a licensee of the "Historical Society Area" (defined as 691 Morehouse Rd, 535 Black Rock Rd and 345 Westport Rd) as follows:

a. A general public liability policy shall be maintained. The policy shall be written with combined single limits for bodily injury, and personal property damage of at least one Million Dollars (\$1,000,000.00) per occurrence and a two million dollar (\$2,000,000.00) aggregate.

b. Each liability insurance policy shall, to the extent possible, name the Town as an additional insured. Each policy shall be written pursuant to an agreement, to the extent reasonably available, that such policy shall not be cancelled or non-renewed without at least thirty (30) days' notice to the Town.

c. Except for acts or omissions of the Town or its employees or agents, the Historical Society shall defend, pay, indemnify and save free and harmless the Town from and against 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 from and against any and all costs and expenses, including reasonable 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 occurrence, in, upon, about, at, or from the Historical Society Area or occasioned wholly or in part through the use and occupancy of the Historical Society Area or by any act or omission of the Historical Society, or their respective employees, agents, contractors or invitees, in, upon, about, at, or from the Historical Society Area.

d. The Historical Society and all those claiming by, through or under the Historical Society shall store their property in and shall occupy and use the Historical Society Area solely at their own risk. The Historical Society and those claiming by, through or under the Historical Society, release the Town from any and all claims of every kind, including loss of life, personal or bodily injury, damage to merchandise, equipment, fixtures or other property, or damage to business or for business interruption, arising directly or indirectly, out of or from or on account of such occupancy and use or resulting from any present or future condition or state of repair, unless arising out of the negligence of the Town or its agents or employees. The Town and its agents or employees shall not be responsible or liable at any time to the Historical Society, or to those claiming by, through or under the Historical Society, for any loss of life, bodily or personal injury, or damage to property or business, or for business interruption, that may be occasioned by or through the acts, omissions or negligence of any other persons.

Dated at Easton this 19 day of March 2018

TOWN OF EASTON

BY

  
Adam Dunsby  
Its First Selectman

HISTORICAL SOCIETY OF EASTON

BY



As HSE President  
Duly Authorized