

LICENSE AGREEMENT for
PRIVATE CONNECTION TO TOWN DRAINAGE SYSTEM

This agreement, made this _____ day of _____ in the year _____, by and between _____ and _____ of _____, Marblehead, Massachusetts (the "Owner") and the TOWN OF MARBLEHEAD, by and through its Select Board, 188 Washington Street, Marblehead, Essex County, Massachusetts, (the "Town").

WHEREAS, the Owner is the owner of the property at _____ in said Marblehead (the "Property"), and said Property frequently accumulates water thereon of which it desires to discharge from said Property by piping into an under drain maintained by the Town for the purpose of water drainage; and

WHEREAS, the Town has agreed to accept such drainage although it is under no obligation to do so and the Owner acknowledges that the Town has no obligation to accept same;

NOW THEREFORE, in consideration of Twenty-five and no/100's (\$25.00) dollars, and other good and valuable consideration, the receipt and sufficiency of which and for the mutual promises set forth below, the parties agree as follows:

1. **Fee:** The Owner shall pay the inspection fee to the Town.
2. **Permit:** The Town shall permit the Owner to connect a **sump pump or catch basin** to the drain
(choose one)
owned by the Town and located at above identified address in accordance with the requirements, rules and regulations of the Town of Marblehead.
3. **License and Limitation:** It is understood and agreed that the permission granted to the Owner is a personal one and shall not grant any interest in land and no rights shall pass to any of the Owner's heirs, executors, administrators, successors or assigns and further that said permission is a license revocable at the will of the Town and shall be canceled by a notice in writing sent postage prepaid to said party of the first part to its last known address or usual place of business.
4. **Release and Indemnification:** The Owner, its executors, administrators, heirs, successors and assigns, shall release, indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the Owner's connection to the drain hereunder or any rights granted by this license and any consequence of every kind and nature resulting therefrom, regardless of whether the damage originates from the Owner's Property or the Town's Property and/or from any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of any act or omission by the Owner, executors, administrators, heirs, successors and assigns its employees, agents, subcontractors, and anyone directly or indirectly or anyone for whose acts any of them may be liable and which are in anyway connected with or related to the Owner connecting to the Towns drain. The Owner further agrees to reimburse the Town for damage to its property caused by the Owner, its executors, administrators, heirs, successors and assigns, employees, agents, or subcontractors, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of the Owner's sump pump or drain connection or any rights granted by this license.

5. **Insurance:** Owner, its executors, administrators, heirs, successors and assigns, shall carry and have in place homeowner's or business owner's, as applicable, insurance on the Property of sufficient amounts and coverage's to protect the Owner's interest hereunder and fulfill and requirements or responsibilities hereof. Owner shall provide proof of said insurance to the Town at the execution hereof and when reasonably requested by the Town to do so.
6. **Integration Clause.** This Agreement contains the full and complete understanding of the parties. It supersedes any and all prior written agreements, negotiations, representations, understandings and discussions by or between the Parties.
7. **Binding Effect.** The Parties represent and warrant that they have executed the Agreement by persons authorized to bind them to its terms. The Owners agree that they are under no obligation to execute this License Agreement and are doing so out of convenience. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, attorneys, shareholders, officers, directors, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, successors, and assigns.
8. **Careful Review and Understanding of Agreement.** In entering into the Agreement, the Parties represent that they are competent to comprehend the Agreement and the representations and obligations noted therein, and that the terms of the Agreement have been completely read and are fully understood and agreed to voluntarily.
9. **Severability.** The terms of the Agreement are severable, and if for any reason any part thereof shall be found unenforceable, the remaining terms and conditions shall be enforced in full.
10. **Waiver and Amendment:** Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment. To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.
11. **Forum and Choice of Law:** This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth in Essex County or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.
12. **No Recording:** Owner shall not record this Agreement or a copy, memorandum or notice thereof or cause or permit this Agreement or a copy, notice or memorandum thereof to be recorded. Any breach of the provisions of this Section shall constitute a Owner's Default, without notice or opportunity to cure, and immediately upon such recording or at any time thereafter the Town shall be entitled to exercise any and all of its rights and remedies applicable to a Owner's Default including but not limited to immediately disconnecting the Owner's pipe from the Town drain without notice and without further permission to enter the Owner's property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto intending to be legally bound have caused their duly authorized representatives to set their hands and seals on their behalf, on the date and year written first above written.

OWNER(S)

TOWN OF MARBLEHEAD
SELECT BOARD

THE COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of _____ 20 __, before me, the undersigned notary public, personally appeared _____ and _____, personally known to me or proved to me on the basis of satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed it for its stated purpose.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

THE COMMONWEALTH OF MASSACHUSETTS

_____, SS.

On this ____ day of _____ 20 __, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, _____ and _____ of the Town of Marblehead Select Board, personally known to me or proved to me on the basis of satisfactory evidence of identification, which was a driver's license, to be the persons whose name are signed on the preceding document, and acknowledged to me that they signed it voluntarily in their capacity as members of the Town of Marblehead Select Board, for its stated purpose.

Notary Public

Printed Name of Notary Public

My Commission Expires: _____