

LICENSE AGREEMENT
CONFERENCE & OFFICE CENTER
 Transit Center
 One Union Place, Hartford, Connecticut 06103

Licensee:	
If Licensee is an entity, please identify form and State of organization	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Trust State of Organization: _____
Principal's/Contact Person's Name:	
Persons Authorized to Use Office:	
Federal EIN# for Entity:	
Contact Information (including mailing address (other than a P.O. Box), telephone, facsimile and e-mail:	Address: Telephone: _____ Facsimile: _____ Email: _____
Person Authorized to Sign for Licensee:	
If Licensee is an individual, please confirm the following representation by checking the box:	<input type="checkbox"/> Licensee is at least 18 years of age.
Type of Business:	
Meeting is open to the general public:	Check one: <input type="checkbox"/> Yes <input type="checkbox"/> No
Conference Center:	One conference room/office, including a conference table, desk, eight chairs, a dry erase white board and a coat rack; one unisex restroom internal to the Conference Center. Additional chairs may be reserved by submitting a request to Licensor at least two (2) business days before the commencement of the License Term.
License Fee:	Check One: <input type="checkbox"/> Full Day (more than 4 hours): \$350.00 <input type="checkbox"/> Half Day (no more than 4 hours) - \$175.00 (A.M. Half Day must vacate before 12:00 p.m.) <input type="checkbox"/> Weekly (5 consecutive business days): \$1250.00 <input type="checkbox"/> Monthly: \$1750.00

Service Retainer:	\$200.00
Payment Terms:	The License Fee and the Service Retainer must be paid in full in immediately available funds upon submitting your reservation request.
Conference Center Hours:	Conference Center is only available for reservations (and access is only granted to Licensee) on Monday through Friday, from 7 a.m. – 9 p.m., excluding Major Holidays. The Conference Center is closed on Major Holidays. Major Holidays include New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas (and such other holidays as shall be designated by Licensor prior to Licensor’s acceptance of any reservation request).
License Term:	<p>Check One (must match License Fee box checked above to request reservation) and complete dates:</p> <p><input type="checkbox"/> Full Day: _____, 20__.</p> <p><input type="checkbox"/> A.M. Half Day: _____, 20__, from _____ a.m. until _____ a.m.</p> <p><input type="checkbox"/> P.M. Half Day: _____, 20__, from _____ p.m. until _____ p.m.</p> <p><input type="checkbox"/> Week: _____, 20__ to _____, 20__</p> <p><input type="checkbox"/> Month: _____, 20__ to _____, 20__.</p>
Licensor:	Greater Hartford Transit District
Licensor’s Address:	One Union Place Hartford, Connecticut 06103 Attention: Executive Director
Cancellation:	Requests to cancel a reservation must be received by Licensor in writing with adequate notice; adequate notice constitutes at least five (5) business days’ notice prior to the commencement of the License Term. When adequate notice is received by Licensor, Licensor will refund the License Fee and Service Retainer paid to Licensor, minus a \$50 administrative fee. If adequate notice is not received by Licensor, Licensor may retain the License Fee but will refund the Service Retainer paid to Licensor.

Subject to the terms and conditions set forth above and below in this License Agreement (this “Agreement”), Greater Hartford Transit District (the “District”) grants the Licensee identified above (the “Licensee”) permission to use the Conference Center located at the Transit Center at One Union Place, Hartford, Connecticut (the land and buildings located at One Union Place, collectively, the “Complex”) for the License Term identified above (the “License Term”).

No reservation is complete and no license is created unless Licensee’s completed reservation request on this form is accepted by Licensor, payment of the License Fee and Service Retainer is received by Licensor, and Licensor delivers a signed reservation confirmation to Licensee.

Licensee: _____ By: _____ Name: _____ Title: _____ Date: _____	Licensor: GREATER HARTFORD TRANSIT DISTRICT By: _____ Douglas C. Holcomb Executive Director Date: _____
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Licensor reserves the right to reject any reservation request for any reason and to amend its policies and rates at any time.

1. **Use:** The Conference Center shall be used for temporary office and meeting space in accordance with the terms of this Agreement and for no other purpose. Licensee shall not use the Conference Center for any illegal or immoral purpose. Occupancy of the Conference Center shall not exceed ten (10) people unless otherwise approved by Licensor. No individuals under the age of 18 may use the Conference Room unless an adult is present at all times. The restroom located in the Conference Center shall be used only for its intended purpose. Licensee shall utilize the Conference Center in a careful, safe and lawful manner which does not interfere with the use of the Complex. Licensee shall comply with all applicable laws, ordinances and regulations. Licensee shall not commit any waste or damage to the Conference Center, the Complex or Licensor’s personal property. Licensee shall not share the access code, access pass or key to the Conference Center with anyone other than its authorized employees. Licensee represents that the information set forth on Pages 1 and 2 as to Licensee is true, correct and complete.
2. **Standard Services:** Licensor will provide heating, ventilation and air conditioning (“HVAC”), electricity during Conference Center Hours. Licensee shall be entitled to use the Complex’s public WI-FI service when available. LICENSEE ACCEPTS THE CONFERENCE CENTER “AS IS” WITHOUT WARRANTY AS TO CONDITION OR FITNESS FOR A PARTICULAR PURPOSE. Licensee is solely responsible for ensuring that Licensee’s programs, presentations and/or other activities conducted in the Conference Center are accessible to persons with disabilities as required by the Americans with Disabilities Act, and other federal, state and/or local laws, rules and regulations. This includes, but is not limited to, responsibility for providing auxiliary aids and services such as interpreters, Braille programs, etc.) for the participants or guests of Licensee as well as for assuring that Licensee’s audio or visual materials are accessible to persons with disabilities.
3. **Service Retainer:** The Service Retainer will be refunded if (i) the Conference Center is found to be in satisfactory condition following the License Term; and (ii) any outstanding fees are paid to Licensor. If the Conference Room is found to be in unsatisfactory condition, the Security Deposit will be forfeited. Unsatisfactory condition includes, but is not limited to, stains, gum and/or burns on floors, walls or floor coverings; damaged walls, ceilings or fixtures; broken furniture, windows, doors or other personal property; and/or failure to leave the Conference Center in its original condition.
4. **Damage and Indemnity:** Licensee is responsible for any and all damage, breakage, loss or destruction caused to the Conference Center, the Complex and/or Licensor’s property, and for any personal injury, caused by Licensee, its employees, agents, contractors, suppliers or invitees, and Licensee shall reimburse Licensor upon demand for such damages. Licensee shall defend, indemnify and hold harmless Licensor, its trustees, employees, agents and contractors, against and from all losses, claims, liability, expenses (including reasonable attorneys’ fees) and damages which, either directly or indirectly, in whole or in part, arise out of or from (i) the use of the Conference Center (including any personal

property therein) or the Complex or any part thereof by Licensee, its employees, agents, contractors, suppliers or invitees, or (ii) the breach of any provision of this Agreement by Licensee, its employees, agents, contractors, suppliers or invitees. This Section 4 shall survive expiration or earlier termination of this Agreement.

5. a) **Liability:** Licensor shall not be liable for any damage to, or be required (under any provision of this Agreement or otherwise) to repair, restore or replace any personal property used or stored in the Conference Center by Licensee during the License Term or be liable to Licensee or anyone for loss or damage to person or property arising from any theft, vandalism, misappropriation, or any casualty, or from the bursting, overflowing or leakage of water, steam or gas pipes or defect in the plumbing, HVAC, mechanical or electrical systems of the Complex, or for any interruption in utilities or WI-FI service. Licensor has no obligation to provide any primary or auxiliary generator. Licensor, in its sole discretion, may suspend services and use of the Conference Center at any time and from time to time due to any hazardous condition, inclement weather or emergency, without liability to Licensee.
- b) **Condition Precedent:** As a specific condition precedent to Licensor entering into this Agreement, Licensee unequivocally and absolutely agrees not to make any claim for damages including but not limited to loss of profits or gross income which are directly or indirectly a result of Licensor's action or inaction, misfeasance or nonfeasance unless said damages are a direct result of Licensor's gross negligence and then such damages are to be limited to suspension or adjustment of the License Fee.
6. **Licensor Termination:** Licensor may terminate this Agreement before the end of the License Term in the event that Licensee defaults in the performance of any of the terms of this Agreement.
7. **Liability Release and Waiver of Subrogation:** Licensee hereby releases Licensor from liability and waives all rights of recovery against Licensor for workers compensation claims and for any property loss or damage; in the event of any loss insured under Licensee's insurance policies, Licensee's insurance company shall have no subrogation claim against Licensor.
8. **Rules and Regulations:** Licensee, its contractors, employees and invitees shall comply with the Conference Center Rules and Regulations set forth below, as they may be modified by Licensor from time to time upon notice thereof to Licensee.
9. **Internet Service:** LICENSOR DOES NOT MAKE ANY REPRESENTATIONS AS TO THE STABILITY OR SECURITY OF THE WI-FI NETWORK OR ANY INFORMATION THAT LICENSEE TRANSMITS OR RECEIVES THEREON. Licensee shall adopt whatever security measures (such as encryption) Licensee believes are appropriate to its circumstances. Licensor cannot guarantee and does not guarantee that a particular degree of availability will be attained in connection with Licensee's use of the WI-FI network.
10. **Casualty, Condemnation and Force Majeure.** If, at any time during the License Term, any portion of the Complex shall be damaged by casualty, taken for any public or quasi-public purpose, or conveyed by Licensor to any lawful power or authority threatening the exercise of the right of condemnation or eminent domain, or any civil disturbance, act of terrorism, act of God, natural disaster or other event beyond the reasonable control of Licensor occurs, Licensor may terminate this Agreement and refund any unused portion of the License Fee and Service Retainer (less any damages for which Licensee is liable) to Licensee.
11. **Miscellaneous:**
 - a) Neither this License nor any other license between Licensor and Licensee is, or will be deemed, to constitute a lease or conveyance of the Conference Center or any portion thereof by Licensor to Licensee, or to confer upon Licensee any right, title, estate, or interest in the Conference Center, except for the express right granted to Licensee pursuant to this Agreement. Notwithstanding the fact that this Agreement is a conditional revocable license and not a lease, the parties agree that no landlord-tenant laws govern this Agreement, Licensee cannot invoke any tenant rights or privileges with

respect to the Conference Center, and Licensee specifically waives and any all rights that it may claim or have under any landlord-tenant laws.

- b) Licensee shall not use the Conference Center address for mailing purposes.
- c) In the event that Licensee remains in the office after the expiration or earlier termination of the License Term, then in addition to Licensor availing itself of all legal remedies available under applicable law, Licensee will be charged 150% of the License Fee listed on the 1st page of the License Agreement.
- d) The rights of the Licensee under this Agreement are personal to the Licensee and may not be assigned or sublicensed without Licensor's prior written consent, which may be withheld in its sole discretion.
- e) This Agreement shall be governed by Connecticut law, without giving effect to any conflicts of law provisions.
- f) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-Sign Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- g) If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.
- h) **LICENSOR & LICENSEE AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL.**

CONFERENCE CENTER RULES & REGULATIONS

1. Licensee's employees and guests will conduct themselves in a businesslike manner; noise, speakerphones and audio equipment will be kept to a level so as not to be heard outside the Conference Center or to interfere with or annoy other licensees, tenants, occupants or invitees of the Complex and Licensee will abide by Licensor's directives regarding security, keys, and other such matters common to all occupants of the Conference Center. Licensee agrees to take whatever steps are necessary to correct or cease any violation of this regulation immediately upon notification of such violation by Licensor.
2. Licensee is responsible for cleaning and removing all trash and recycling materials to the designated trash and recycling bins in the Conference Center and returning the Conference Center to its original condition.
3. Licensee may bring in food and non-alcoholic beverages, but shall not cook in the Conference Center.
4. Environmental controls are not accessible to Licensee.
5. Licensee shall not permit any person to smoke or use candles or incense within the Conference Center or anywhere else within the Complex.
6. Licensee shall not, nor shall Licensee permit its employees, invitees, agents or contractors, to keep, maintain, store or dispose of (into the sewage or waste disposal system or otherwise) or engage in any activity which might produce or generate any substances which is or may hereafter be classified as a hazardous material, waste or substance under any law, ordinance or regulations.
7. Licensee, its agents, contractors, employees, and invitees shall not use or permit the Conference Center (or any personal property or equipment therein) to be used in any manner that, in the judgment of Licensor, (a) interferes with the use of the Complex by Licensor, its tenants, occupants, agents, employees and invitees, or the conduct of any of their business operations in the Complex, or (b) constitutes a nuisance. Licensor reserves the right to eject, or cause to be ejected, from the Conference Center and the Complex, any person or persons behaving in a disruptive

manner. Licensor shall not be liable to Licensee for any damages that may be incurred through the exercise of such right.

8. Licensee is responsible for the actions and conduct of its employees, contractors and invitees and any charges that may stem from their presence at the Complex. Additionally, Licensee must be present for the duration of their invitee's stay.
9. Licensee shall not hang or affix anything to the windows, walls, ceilings, furniture, doors or any other part of the Conference Center nor make any alterations or improvements to the Conference Center.
10. Licensee will not prop open any corridor doors, exit doors or door connecting corridors during or after business hours.
11. Meeting activity is restricted to the Conference Center. Meeting materials may not be set up outside the Conference Center, and meeting participants may not congregate outside the Conference Center. Licensee is responsible for communicating this to its meeting participants.
12. Licensee can only use public areas with the consent of Licensor, which consent is hereby given conditioned upon these Rules and Regulations. In the event that Licensee engages in behavior which creates excessive garbage, dirt, or uncleanliness, in the public areas then Licensor will give the Licensee notice of same and in the event this behavior continues after this notice then Licensor has the option to withdraw consent for Licensee's use of public areas.
13. All corridors, halls, elevators and stairways shall not be obstructed by Licensee or used for any purpose other than egress and ingress.
14. No advertisement or identifying signs, other than provided by Licensor, or other notices shall be inscribed, painted, or affixed on any part of the corridors, doors or public areas.
15. Licensee shall not, without Licensor's prior written consent store or operate in the Conference Center any large business machine, reproduction equipment, heating equipment, water cooler, stove, radio, stereo equipment or other mechanical amplification equipment, vending or coin operated machine, refrigerator, coffee equipment or electric kettle, or conduct mechanical business therein, do any cooking therein, or use or allow to be used in the Complex, any oil burning fluids, gasoline, or kerosene for heating, warming or lighting. No article deemed hazardous on account of fire or any explosives shall be brought into the Complex. No offensive gases, odors, or liquids or hazardous substances shall be brought in the Conference Center or Complex.
16. The electrical current shall be used for ordinary lighting purposes only unless written permission to do otherwise shall first have been obtained from Licensor at an agreed cost to Licensee.
17. No bird, fowl, reptile, dog, fish, pet or animal of any kind shall be brought into or kept in the Conference Center other than animals qualifying as service animals under Titles II and III of the Americans with Disabilities Act or under any similar law of the State of Connecticut. No service animal shall be permitted to urinate or defecate within the Complex and if an accident occurs, Licensee shall promptly clean up and dispose any waste material in Licensor's exterior dumpster.
18. Licensee shall not remove furniture, fixtures or decorative material from the Conference Center.
19. Licensee will not use any portion of the Conference Center for manufacturing or storage except such storage during the License Term as may be incidental to general office purposes.

20. Licensee will not occupy or permit any portion of the Conference Center to be occupied or used for lodging or sleeping or the processing, sale, gift, use or storage of liquor, controlled substances, marijuana or tobacco in any form.
21. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Conference Center by Licensee nor shall any changes be made on existing locks or the mechanisms thereof.
22. Before leaving the Conference Center for any period of time, Licensee shall shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by the Licensee.
23. Canvassing, soliciting and peddling in the Complex are prohibited and Licensee shall not solicit tenants, occupants and invitees of the Complex for any business or other purpose.
24. If Licensee does not remove any property belonging to Licensee from the Conference Center by expiration or earlier termination of the License Term, then at the option of Licensor, Licensor may remove and dispose of the same without liability to Licensor or anyone else and Licensee shall pay Licensor all costs of such removal upon demand.
25. Licensor, and those persons authorized by it, shall have the right to enter the Conference Center at all reasonable times for any reasonable purpose, as well as at any time in the event of emergency.
26. Only dry erase markers may be used on the white board.