

REVOCABLE LICENSE AGREEMENT FOR OUTDOOR SEATING LICENSEE

This confirms the terms of the Revocable License Agreement between

(hereafter the "Outdoor Seating Licensee"), and the Town of Brookline, a municipal corporation with its offices located at 333 Washington Street, Brookline, Massachusetts 02445 (hereafter, the "Town"), as follows:

The Town grants a revocable license to the Outdoor Seating Licensee (the "Revocable License") to use the portion of Town property described in the Outdoor Seating Licensee's Application for an Outdoor Seating Common Victualler's License ("Application"), for the purposes and on the premises set forth in that Application (the "Property"). The purpose of this Revocable License is to facilitate the Outdoor Seating Licensee's use of Town property for outside seating, service of food and/or alcoholic beverages, and transit by staff and others between portions of the licensed premises, including the outdoor seating area and other portions of the licensed premises.

This Revocable License is subject to the Outdoor Seating Licensee's compliance with all applicable law and terms of the Outdoor Seating Licensee's Town and State licenses, including, but not limited to, the Town's Outdoor Dining Program Regulations and Guidelines; the Town's Prepared Food Sales Regulations; in the case of liquor licensees, the ABCC's "Guidelines for Extension of Premises to Patio and Outside Areas" and the Town's Sales of Alcoholic Beverages Regulations; and the Town's Noise By-Law; and the Outdoor Seating Licensee's Common Victualler, Outdoor Seating Common Victualler, Liquor, and Entertainment Licenses.

The hours in which this Revocable License may be exercised are limited to the Town-approved hours of operation under the Outdoor Seating License.

This Revocable License is revocable by the Town at the Town's discretion.

This Revocable License is renewable annually (so long as there are no changes to the premises) upon payment of all associated application and license fees, satisfaction of all renewal application requirements, and issuance of all applicable Town and State licenses, subject to the Outdoor Seating Licensee's compliance with all applicable licenses and legal requirements.

The Outdoor Seating Licensee certifies that it has, and will maintain during the term of this Revocable License Agreement (as it may be renewed), all Town- and ABCC-required general liability and liquor liability insurance, and that the Town is named as an additional insured on all such policies.

The Outdoor Seating Licensee absolves the Town and its officials, officers, employees, agents and representatives (collectively, the "Town") from all liability in connection with this Revocable License Agreement and the Outdoor Seating Licensee's exercise and use of it. To the greatest extent permitted by law, the Outdoor Seating Licensee agrees to defend, indemnify and hold harmless the Town of and from any and all claims, liabilities and actions for damages or other relief, whether sounding in contract, tort, or otherwise, on account of or in any way arising out of and/or relating to the Outdoor Seating License and the Outdoor Seating Licensee's use of the Property, including but not

limited to incidents involving the Town's negligence. The duty to defend shall immediately accrue and be owing upon the utterance of such a claim by any person or entity regardless of merit and shall not be dependent upon a finding of negligence or any other finding of fact at trial. The duty to defend shall be absolute and will include and shall not be defeated or in any way undermined by the utterance of claims not covered by this agreement.

The undersigned represent and warrant that they have the right, capacity and all necessary authority to execute and deliver this Revocable License Agreement on behalf of the respective party for whom they have signed.

WITNESS:

Outdoor Seating Licensee:

By:
Title:
Date:

Town of Brookline:

Town Administrator or Designee
Date: