

**DRAFT FORM  
OF  
LICENSE AGREEMENT**

**CULTURAL & ENTERTAINMENT  
EVENT USES AT  
STATE-WALL PARKING LOT  
NEW HAVEN, CONNECTICUT  
NHPA PROJECT #19-040**



**DRAFT LICENSE AGREEMENT  
BY AND BETWEEN  
NEW HAVEN PARKING AUTHORITY  
AND**

**REGARDING  
CULTURAL & ENTERTAINMENT EVENT  
AT  
STATE-WALL PARKING LOT  
NEW HAVEN, CONNECTICUT  
NHPA PROJECT #19-040**

**PART I**

This License Agreement is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the New Haven Parking Authority (“NHPA” or “Licensor”), a special purpose municipal corporation by Special Act 51-473 of the General Assembly of the State of Connecticut, as amended, with offices at 232 George Street, New Haven, CT 06510 and \_\_\_\_\_ (“\_\_\_\_\_” or “Licensee”), a \_\_\_\_\_ Corporation, having an office at \_\_\_\_\_.

WHEREAS, NHPA has operational jurisdiction of the State-Wall Parking Lot (“Parking Lot”); and

WHEREAS, Licensee owns and operates a \_\_\_\_\_ and provides *food, drink and entertainment (?)* services; and

WHEREAS, Licensee desires to obtain from NHPA the right to hold an entertainment event (the “Event”) on \_\_\_\_\_, 2019 within the Parking Lot (the “License Area”); and

WHEREAS, NHPA desires to grant Licensee a license to hold this Event at the Parking Lot within the License Area.

NOW THEREFORE in consideration of the mutual covenants and agreements set forth below, the parties hereto agree as follows:

1. NHPA hereby grants Licensee a license to hold their Event within the License Area, shown on Exhibit “A”, attached hereto and made a part hereof, on \_\_\_\_\_, 2019. Licensee may start mobilizing for its Event on \_\_\_\_\_, 2019 on or after Noon, and shall demobilize by 2:00 AM on Monday, \_\_\_\_\_, 2019, in time for return of NHPA’s monthly patrons returning on Monday morning. Licensee shall keep a minimum of 20 parking spaces available for use by NHPA monthly patrons during this time period. A Preliminary Site Plan is shown on Exhibit “B” attached hereto and made a part hereof.
2. A non-refundable License Fee of \$\_\_\_\_\_.00 shall be paid by Licensee to NHPA in advance of the Event. Licensee shall reimburse NHPA for the cost of any in-house NHPA security personnel for the time spent providing security services associated with the Event within the License Area. The current hourly rate is approximately \$35 and

varies depending upon the actual personnel assigned, time of day and day of week. Licensee also shall pay NHPA as an additional charge for any parking spaces it takes out of service beyond 2:00 AM on Monday, [REDACTED], 2019 by failing to demobilize, compensation for which will be billed at two times the prevailing monthly parking fee rate per space in effect at the time.

3. Licensee and its Contractors and Vendors shall obtain all required permits from Authorities Having Jurisdiction.

4. Licensee shall, at Licensee's expense, do all work to the License Area necessary or appropriate to permit Licensee and its vendors to open for and operate its business to such standards as may be reasonably imposed and approved in writing by NHPA. Licensee acknowledges that NHPA has made no representations that the License Area is suitable for Licensee's use for food, drink and cultural/entertainment services, or is in compliance with applicable codes or ordinances of the City, State or Federal Governments. Under no circumstance shall the Licensee change or alter the pavement surface, pavement markings, nor adversely affect or disrupt any feature above or below ground; and Licensee shall be responsible for maintaining, repairing and restoring any temporary alteration, disruptions or damage at the end of its Event. NOTE: Due to the proximity of underground electrical conduits serving the Parking Lot, staking of tents and other devices into the ground for support is prohibited. Also, it is noted that SNET/AT&T has underground communication cables and conduits in the vicinity of the Canal Line within the Parking Lot, which shall not be disrupted. The Licensee and its contractors are required by State law to notify the Public Utilities Control Authority (1-800-922-4455) 48 hours prior to beginning any work that may affect underground utilities. This "One Call Before You Dig" system will assure that each utility company will have marked its lines in the field before any potentially disruptive activity commences. It shall be the responsibility of the Licensee to locate any underground utilities it may affect on privately owned property and not marked by public utilities, including the Parking Lot, and the Licensee shall engage the services of a private company to detect and mark the location of any underground utilities. The Licensee assumes all responsibilities for any damage to the various utility services, and all liabilities arising therefrom.

5. Licensee shall at its expense provide adequate security for its use of the License Area. Due to NHPA Union requirements, the Licensee shall utilize the NHPA in-house security personnel for its on-site security needs within the License Area. Licensee may supplement with additional NHPD forces as may be required. No private security forces shall be permitted on site.

6. Licensee shall at its expense maintain the License Area or any areas that its operations affect the parking lot in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests, and otherwise in a safe manner and in accordance with applicable codes now and hereinafter in effect.

7. Licensee shall at its expense keep any litter, garbage, trash, rubbish, spillage, or other refuse in rat-proof containers within the interior of the License Area.

8. Licensee shall at its expense have such litter, garbage, trash, rubbish, spillage and refuse promptly removed, and shall pressure-wash or hose-off surfaces when necessary.

9. Licensee shall establish rules and regulations for its contractors, vendors and patrons for approval by NHPA, and Licensee shall ensure that these rules and regulations are adhered to by the vendors and patrons.
10. Licensee shall at its expense comply with all laws, ordinances, rules and regulations of governmental authorities having jurisdiction and all recommendations of NHPA's insurance carrier now or hereafter in effect.
11. Licensee shall at its expense conduct its business in all respects in a dignified manner in accordance with high standards of operation.
12. Licensee shall not use or permit the use of any portion of the License Area or affected parking lot area for any unlawful purpose or for any activity of a type which is not generally considered appropriate.
13. Licensee shall not exceed the electrical capacity of the electrical service provided by NHPA and shall properly safeguard any electrical extension cords used.
14. Licensee shall at its expense properly secure its operations from the parking areas. NHPA is interested in something functional but that looks professional and attractive such as decorative ropes, temporary fence, etc.
15. Licensee will properly supervise the operation of its contractors, vendors and patrons and ensure they are complying with all established rules and regulations, and applicable requirements of the License Agreement.
16. Licensee will insure that the food, drink and cultural/entertainment related services and associated vehicles, equipment and furnishings shall not arrive on-site or be set up prior to the allowed start time and will be off-site with furnishings properly removed and secured by 2:00 AM Monday.
17. Licensee shall not charge for public parking on the Parking Lot or the License Area; any parking rules and regulations established or parking fees collected during the weekend vending periods are under the jurisdiction of NHPA.
18. Licensee may permit alcoholic beverages to be consumed in the License Area up to 9 PM, or such other time as may be approved in writing, provided that Licensee has provided liquor liability insurance per Section 22.
19. Licensee recognizes that the NHPA and its patrons use the State-Wall Parking Lot 24 hours per day. Licensee at its sole cost shall use, maintain and operate the License Area in a manner to minimize the disruption to the operation of the State-Wall Parking Lot, including its pedestrian and automobile traffic access, travel-ways, parking area and egress and shall not obstruct the safe and convenient passage of pedestrians and automobiles in the vicinity of the License Area. Licensee shall maintain access to a minimum of 20 parking spaces for NHPA monthly patrons.

20. In the event that the Licensee's or its contractors', vendors' or patrons' use of the License Area obstructs the ability of NHPA to access, repair, reconfigure or otherwise use the State-Wall Parking Lot, Licensee at its sole cost agrees that it shall temporarily suspend its use of the License Area and temporarily remove any of its furnishings, insofar as may be necessary to allow NHPA, its agents, servants, employees, contractors and subcontractors to undertake NHPA's need. To the extent possible, an alternative location for Licensee's use may be allowed per written notice by NHPA.

21. The term of this Agreement is for a [redacted]-day active Event on [redacted], 2019, which shall commence on [redacted], 2019 at Noon to allow mobilization and shall expire on [redacted], 2019 at 2:00 AM to allow demobilization. Either party shall have the right to terminate this license for cause or convenience upon 10 days prior written notice to the other party. At the expiration of the term of this Agreement or the conclusion of 10 days, Licensee shall remove its equipment and furnishings and restore NHPA's property to pre-existing condition, unless otherwise agreed to in writing by NHPA. Upon completion of the Term or Renewal Term, if any, or termination, this Agreement shall terminate, except for the survival of any property damage or personal injury claims and potential claims and for insurance coverages and the hold harmless provisions set forth in this Agreement applicable to such claims and potential claims.

22. Insurance Requirements:

A. The following shall be included as additional named insured on all insurance certificates to the extent allowed by law: the New Haven Parking Authority/Park New Haven and the City of New Haven, and their respective employees, officers and agents. NHPA reserves the right to add entities to this list.

B. Indemnify and save harmless those listed in paragraph "A" above and their respective officers, agents, and employees from claims, suits, actions, damages, and costs of every name and description resulting from the negligent performance of the Licensee or and/or any of its subcontractors under this Agreement, including any supplements thereto, or resulting from the nonperformance of the Licensee and/or any of its contractors and vendors of any of the covenants and/or specifications of this Agreement, including any supplements thereto, and such indemnity shall not be limited by reason of any insurance coverage.

C. With respect to the operations performed by the Licensee under the terms of this Agreement and also those performed for the Licensee by its contractors and vendors, the Licensee will be required to carry for the duration of this Agreement, and any supplements thereto, with the required additional named insured, the minimum liability insurance coverage noted in items "C(1)" through "C(5)" at the Licensee's expense. Said coverage is to be provided by an insurance company or companies satisfactory to the New Haven Parking Authority and other Authorities Having Jurisdiction. Each insurance policy shall require that the insurance company agree to investigate and defend the insured against all claims for damages, even if groundless.

(1) The Licensee and its contractors and vendors shall carry **Worker's Compensation and Employers' Liability Insurance** and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Worker's Compensation Act,

and in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States with the following limits: Workers Compensation with Statutory Limits and Employers' Liability \$500,000/\$500,000/\$500,000 Limits.

(2) The Licensee and its contractors and vendors shall carry **Commercial General Liability Insurance, including Contractual Liability Insurance**, providing for a total limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one incident or occurrence, and for all damages arising out of injury to or destruction of property in any one incident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.

(3) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by **Automobile Liability Insurance** providing for a limit of One Million Dollars (\$1,000,000) Combined Single Limit.

(4) **Umbrella/Excess Liability** with limits of One Million Dollars (\$1,000,000) Each Occurrence and Aggregate.

(5) In the event the performance of this Agreement involves the sale and serving of alcoholic beverages, **Liquor Liability Insurance** coverage in an amount not less than \$1,000,000 per occurrence shall also be required.

D. Policy Requirements: The company or companies writing any insurance which the Licensee and its contractors and vendors are required to carry and maintain or cause to be carried or maintained pursuant to this Agreement shall name the New Haven Parking Authority/Park New Haven, the City of New Haven, and their respective employees, officers and agents as Additional Insureds on a primary and non-contributory basis to all policies except Workers Compensation. **All policies shall also include a Waiver of Subrogation.** Insurance shall be written with Carriers approved in the State of Connecticut and have a Financial Strength Rating of "A-" or higher and a Financial Size Rating of VIII or higher from A.M. Best Company. In addition, all Carriers are subject to approval by the New Haven Parking Authority/Park New Haven.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

E. Insurance Certificates: Original, completed Certificates of Insurance must be presented to the New Haven Parking Authority/Park New Haven prior to contract issuance. Contractor agrees to provide renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to the New Haven Parking Authority/Park New Haven.

23. This Agreement shall constitute the entire agreement between the Parties with regard to the granting of a license to permit the storage and use of the Equipment and License Area. Any amendment hereto shall not be valid unless signed in writing by both Parties.

24. This Agreement shall be interpreted under the laws of the State of Connecticut. The Parties to this Agreement waive trial by jury with regard to any matter arising out or in connection with this License Agreement.

25. This Agreement is subject to and incorporates the provisions attached hereto as New Haven Parking Authority Contract for Services Part II, Terms and Conditions. In the event any provision of said Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

26. The License Agreement is subordinate to the agreements by and between NHPA and its various parking patrons and contract parkers. Nothing herein shall be construed to give Licensee any rights to interfere with the rights of NHPA's contract parking patrons and parkers, nor to interfere with the easement for the SNET/AT&T (or their successor) underground telecommunications cables and conduits nearby the vicinity of the Canal Line.

27. Any notices required hereunder shall be sent by first class mail, or express mail services to the following individuals at the following addresses, or as otherwise communicated and acceptable to the other party in writing:

If to Licensor: Douglas Hausladen  
Acting Executive Director  
New Haven Parking Authority  
232 George Street  
New Haven, CT 06510

If to Licensee: \_\_\_\_\_

The undersigned agree to all of the terms set forth above.

LICENSOR: NEW HAVEN PARKING AUTHORITY

By: \_\_\_\_\_  
Norman Forrester  
Its: Chairman

LICENSEE: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Its: \_\_\_\_\_

**NEW HAVEN PARKING AUTHORITY**  
**CONTRACT FOR SERVICES**  
**PART II: TERMS AND CONDITIONS**

1. Termination of Contract for Cause. If, through any cause, the Licensee shall fail to fulfill in a timely and proper manner the Licensee's obligations under this Contract, or if the Licensee shall violate any of the covenants, agreements, or stipulations of this Contract, the New Haven Parking Authority (the "NHPA") shall thereupon have the right to terminate this Contract by giving written notice to the Licensee of such termination and specifying the effective date thereof.

Notwithstanding the above, the Licensee shall not be relieved of liability to NHPA for damages sustained by NHPA by virtue of any breach of the Contract by the Licensee.

2. Termination for Convenience of NHPA. NHPA may terminate this Contract any time by a notice in writing from NHPA to the Licensee.

3. Changes. NHPA may, from time to time, request changes in the scope of the services of the Licensee to be performed hereunder. Such changes, including any increase or decrease in the amount of the fees paid by the Licensee, which are mutually agreed upon by and between NHPA and the Licensee, shall be incorporated in written amendments to this Contract.

4. Personnel. (a) The Licensee represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with NHPA.

(b) All the services required hereunder will be performed by the Licensee or under the Licensee's supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under Federal, State or local law to perform such services.

(c) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

5. Anti-Kickback Rules. Salaries of persons performing work under this Contract shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C., Section 874; and Title 40 U.S.C., Section 276c). The Licensee shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Contract to ensure compliance by Vendors with such regulations, and shall be responsible for the submissions of affidavits required of Vendors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.



6. Equal Employment Opportunity. During the performance of this Contract, the Licensee agrees as follows:

- a. To comply with all applicable provisions of Executive Order 11246 and Executive Order 11375, Connecticut Fair Employment Practices Act, and the contract compliance ordinance of the City of New Haven, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
- b. Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability or national origin. The Licensee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, age, national origin or physical handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship;
- c. To take such action, with respect to any subconsultant, as NHPA may direct as a means of enforcing the provisions of sub-paragraphs (a) through (e) herein.
- d. To file, along with his Vendors, if any, compliance reports with NHPA in the form and to the extent prescribed in the contract by the contract compliance director of the City of New Haven. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Licensee and his Vendors, if any;
- e. To include the provisions of sub-paragraphs (a) through (e) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;

7. Discrimination Because of Certain Labor Matters. No person employed on the work covered by this Contract shall be discharged or in any way discriminated against because he has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to his employer.

8. Compliance with Local Laws. The Licensee shall comply with all applicable laws, ordinances, and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by the Contract.

9. Subcontracting. None of the services covered by this Contract shall be subcontracted without the prior written consent of NHPA. The Licensee shall be as fully responsible to NHPA for the acts and omissions of his subcontractors, and of persons

either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. The Licensee shall insert in each subcontract appropriate provisions requiring compliance with the labor standards provisions of this Contract.

10. Assignability. The Licensee shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of NHPA; Provided, However, that claims for money due or to become due the Licensee from NHPA under this Contract, if any, may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NHPA.

11. Interest of NHPA Officials. No member of the governing body of NHPA, and no other officer, employee, or agent of NHPA who exercises any function or responsibilities in connection with the carrying out of the Project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract.

12. Interest of Licensee. The Licensee covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in the above-described Project Area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Licensee further covenants that in the performance of this Contract no person having any such interest shall be employed.

13. Findings Confidential. All of the services performed by the Licensee under this Contract are confidential and the Licensee agrees that they shall not be made available to any individual or organization without the prior written approval of NHPA.

14. Audit. NHPA reserves the right to audit the Licensee's books of account in relation to this Contract any time during the period of this Agreement or at any time during the twelve month period immediately following the closing or termination of this Contract. In the event NHPA elects to make such an audit, the Licensee shall immediately make available to NHPA all records pertaining to this Contract, including, but not limited to, payroll records, bank statements and cancelled checks.