

LICENSE AGREEMENT

This Agreement, made by and between the **TOWN OF NEWTOWN**, a Connecticut Municipal Corporation, acting herein by E. Patricia Llodra, its Selectperson, duly authorized (hereinafter referred to as "Licensor") and **LRM, INC.**, a Connecticut corporation with an office and place of business in Newtown, Connecticut, acting herein by Robert E. Manna, Jr., Its President, duly authorized (hereinafter referred to as "Licensee").

WITNESSETH: That the Licensor has licensed and does hereby license to the said Licensee the premises located behind the Edmond Town Hall on Main Street in Newtown, Connecticut comprising the former Newtown Hook and Ladder Volunteer Fire Department Building for the term of six (6) months from the first day of November, 2016 and ending on April 30, 2017, for the total license fee of Twelve Thousand Dollars (\$12,000.00) payable in monthly installments of Two Thousand Dollars (\$2,000.00) commencing November 1, 2016 and on the 1st day of every month thereafter.

The Licensee shall be responsible for payment of all utilities and agrees to winterize said building.

The Licensee agrees that it will use said premises only for the storage of equipment and for no other purpose and further agrees to maintain insurance on its equipment as well as provide liability insurance for the benefit of Licensor. The Licensor agrees to keep the building insured against all other perils including fire and extended coverage.

AND THE SAID LICENSOR covenants with the said Licensee that it has good right to license said premises in manner aforesaid, and that it will suffer and permit said Licensee (keeping all the covenants on its part, as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from Licensor or any person claiming by, from or under it. Licensee has inspected the Licensed Premises and accepts the same in an "as is" condition with no representations or warranties by Licensor.

AND THE SAID LICENSEE covenants with the said Licensor to use said premises and to pay the Licensor therefore as aforesaid, that it will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that it will not assign this license nor a part thereon, nor make alterations therein, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Licensor but will deliver up the same at the expiration or sooner determination of its use in as good condition as they are now in, ordinary wear, fire and other unavoidable casualties excepted.

PROVIDED, HOWEVER, and it is further agreed that if the said license fee shall remain unpaid ten days after the same shall become payable as aforesaid, or if the said Licensee shall assign this License, or otherwise dispose of the whole or any part of said licensed premises, or use the same for any purpose but that hereinbefore authorized or make any alteration therein without the consent of the Licensor in writing, or shall commit waste or suffer the same to be committed on said premises, or injure or misuse the same, then this License shall thereupon, by virtue of this express stipulation herein expire and terminate, and the Licensor may, at any time thereafter, re-enter said premises, and the same have and possess as of their former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the law; it being understood that no demand for license fee, and no re-entry for condition broken, as at common law, shall be necessary to enable the Licensor to recover such possession pursuant to said law, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Licensee.

Licensee shall hold Licensor harmless from all claims, liabilities (statutory or otherwise), suits, demands, judgments, costs, interest and expense (including but not limited to reasonable attorney's fees and disbursement for bodily injury) and for property damage which may arise due to Licensee's negligence or willful misconduct or any condition created by or on behalf of Licensee on or about any portion of the Licensed Premises. In case any action or proceeding is brought against Licensor by reason of any one or more thereof, Licensee shall pay costs, reasonable attorney's fees, expenses and liabilities resulting therefrom and resist such action or proceeding at Licensee's expense by attorneys chosen by Licensee and reasonably satisfactory to Licensor.

AND IT IS FURTHER AGREED between the parties to these presents, that in case the building or buildings erected on the premises hereby licensed shall be damaged by fire or otherwise, or that in case the damage shall be so extensive as to render the building or licensed premises unusable, the license fee shall cease until such time as the building shall be put in complete repair; but in the case of the total destruction of the premises, by fire or otherwise, the license fee shall be paid up to the time of such destruction and then and from thenceforth this License shall cease and come to an end.

AND THE LICENSEE covenants that in the event the Licensor is required to employ an attorney in order to enforce a provision of this license, the Licensee shall pay a reasonable attorney's fee.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, and to a duplicate of the same tenor and date, this 8th day of November, 2016.

Signed, sealed and delivered
in presence of

TOWN OF NEWTOWN

By *E. Patricia Llodra* L.S.
E. Patricia Llodra, Its Selectperson
Duly Authorized

LRM, INC.

By *Robert E. Manna, Jr.* L.S.
Robert E. Manna, Jr., It President
Duly Authorized