

LICENSE AND INDEMNITY AGREEMENT

This License and Indemnity Agreement (the "Agreement") is entered into as of this ___ day of _____, 20__, by and between The Better Business Bureau, Inc., a Connecticut non- profit corporation ("BBB" or "Licensor"), and _____, a(n) _____ ("Licensee"), with reference to the following facts:

RECITALS

- A. Licensor owns and operates a commercial development located at 29 Berlin Rd, Cromwell, CT 06416 (the "Property").
- B. Licensee has requested permission to utilize a portion of the Property, said portion generally depicted and described on Exhibit "A" attached hereto and made a part hereof (the "Facility") for the sole purpose of _____ and for no other purpose (the "Permitted Use").
- C. Licensor is willing to permit Licensee to utilize the Facility for the Permitted Use pursuant to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of License. On _____ day of _____, 20__, Licensee (and Licensee's agents, representatives, employees, invitees, licensees, contractors and subcontractors) shall have the right and license to utilize the Facility for the sole purpose of conducting the Permitted Use. In conducting all such activities, Licensee shall comply with all applicable laws, rules, regulations, and policies (including, without limitation, Licensor's policies regarding Facilities Use attached hereto as Exhibit "B"), and obtain and maintain the insurance described in Section 3 below. All costs of Licensee's use of the Facility shall be borne solely by Licensee. Licensee hereby further acknowledges that it is familiar with the Facility and surrounding premises and accepts the Facility in its current "as-is" condition.
2. Termination of License. This Agreement shall terminate at __:00 a.m./p.m. Eastern time on _____, 20__. Prior to termination of this Agreement, Licensee shall remove all of its possessions and personal property, and return the Facility in a clean condition, and in the same condition as of the commencement of this License term. Any possessions of Licensee remaining in the Facility following the termination of this Agreement shall be held for a period of three days, after which time, Licensor may use, store, retain sell or otherwise dispose of such abandoned possessions in such manner, and upon such terms as Licensor shall elect in its sole discretion without liability of any kind whatsoever to Licensee and any proceeds derived therefrom shall be the sole property of Licensor.
3. Insurance. During the term of this Agreement and at any time while Licensee is performing on or occupying the Facility, Licensee shall obtain and maintain in full force and effect, at its own expense: (i) a policy of insurance written by one or more responsible insurance carrier(s) which will include Licensor as an additional insured, insuring against liability for injury

to persons and/or property and death of any person or persons occurring in, on or about the Facility arising from Licensee's conduct, the liability limit under such insurance shall not be less than \$1,000,000 for the death or injury of any one person and not less than \$1,000,000 for any one accident and property damage; and (ii) all insurance required under applicable Worker's Compensation Acts. Before commencing any work or activity related to the Permitted Use, Licensee shall furnish Licensors with certificates of insurance issued by the appropriate insurance carrier(s) demonstrating compliance with the terms of this paragraph and providing that such insurance shall be in effect (and not canceled) for the duration of Licensee's use of the Facility.

4. Assumption of Risk and Damage. Licensee assumes all risk of loss and damage arising from its use and occupancy of the Facility and the areas adjacent thereto.

5. Indemnity Regarding Licensee's Activities. Licensee shall indemnify and hold harmless Licensors from and against all claims, causes of action, damages, costs, and expenses (including reasonable attorneys' fees and costs), arising from Licensee's use of the Facility or conduct engaged in by Licensee and Licensee's agents, employees, contractors, and licensees and invitees, or related to the commission or omission of any act in connection with such conduct. The obligations of this paragraph shall survive termination of this Agreement.

6. Entire Agreement. All exhibits referred to herein are attached hereto and incorporated herein by this reference. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof and cannot be amended or modified except by a written agreement, executed by each of the parties hereto.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

8. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") or an electronic signature executed through DocuSign. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. The parties hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature, and hereby agree that such electronically transmitted or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Agreement.

9. Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of Licensors and Licensee and their respective successors and assigns.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

LICENSOR:

THE BETTER BUSINESS BUREAU, INC.,
a Connecticut non-profit corporation

By: _____
Name: _____
Title: _____

LICENSEE:

_____,
a(n) _____

By: _____
Name: _____
Title: _____

Exhibit “A”

BBB Serving CT located at 29 Berlin Rd., Cromwell, CT 06416

Exhibit “B”

BBB’s Policies Regarding Facilities Use

Policies & FAQs

There is no endorsement, express or implied by BBB of any event that is held on the premises by an external party.

Insurance Policy

Parties booking events or rentals at BBB Serving CT ignite space shall provide a copy of their general liability policy prior to using the space, listing Better Business Bureau as an additionally insured, as more particularly set forth in Section 3 of the Agreement.

Pricing Policy

Room rates, as set forth on the following website: <https://www.bbb.org/local/0111/ignite/pricing-and-policies> (as the same may be updated from time to time), apply to general public use and a credit card is required to confirm a reservation to reserve the room. Payment must be made in full to reserve the room.

Cancellations received less than one (1) week prior to event date pay a cancellation fee equal to 50 percent of the room rental, if applicable. Cancellations received within 48 hours of the event start time pay a cancellation fee equal to 100 percent of the room rental, if applicable. All conference room and event reservation “no shows” are treated as cancellations less than 48 hours before the event.

Room configuration changes made within 24 hours of the event start time may result in a \$50 reset fee.

Payment may be made by cash, check, money order or credit card (Visa, MasterCard, American Express, or Discover). Purchase orders are not accepted. Payment is required to secure the reservation. Our concierge staff will prompt payment when the reservation is confirmed.

Smoking Policy

Except for designated outdoor smoking areas, smoking is prohibited indoors and outdoors on BBB premises. Smoking areas are clearly marked and shall be at least twenty-five feet from any doorway, operable window or air intake vent of any BBB facility, building or establishment. Smoking of marijuana/cannabis/hemp is prohibited in smoking areas at all times.

Catering Policy

Any caterer may be contracted to provide menu options for meetings and events. Upon request, the Events Team can provide a list of caterers who have frequently catered at BBB.

Once a caterer is selected, the client agrees to inform BBB of the name and contact information for the caterer. Client must be on site to accept catering delivery. Arrangements should be made for caterers to pick up any equipment or extra food upon completion of the scheduled event. If needed, please schedule extra time prior to your meeting for catering delivery/setup and after your meeting for cleanup. Any caterer needs beyond drop-off/pick-up must be arranged with the Events Team at least two weeks prior to the event, including: prep area, cooking on-site, and parking of vehicle.

Alcohol may be served at BBB under special conditions, only with prior approval from the

Events Team, and must be served by a bartender licensed and insured under all applicable legal requirements and listing BBB as an additional insured. A copy of the bartender's license and insurance is also required.

Meeting Room Policy

1. The owner of the event is responsible for monitoring the time of the meeting and ensuring the event finishes at the scheduled time. Groups that exceed the scheduled time may be asked to conclude their meeting and may be assessed additional room charges.
2. Guests need to be considerate of other meetings when using a cell phone inside the building. Guests who need to have an extended conversation should go outside of the building to do so.
3. Clients holding large events or events that require detailed or unusual set ups will be required to attend a pre-event meeting with the Events Team a minimum of two weeks prior to the event to ensure clients are aware of all policies. At least one person responsible for and who will be attending the event will need to be present at the pre-event meeting.
4. Signs may only be placed in areas pre-approved by BBB.
5. The use of glitter and confetti is prohibited. Lit candles and incense are not permitted. Decorations may be placed on sign holders or tables. Taping anything to walls is prohibited.
6. If damage occurs in a room and/or there is a loss of equipment, the responsible group/party will be assessed a fee reflective of the cost for replacement/repair.
7. BBB may charge a setup fee when the needs for any space exceed a standard set or include unusual demands.
8. All room configuration changes must be received via email at ignite@ct.bbb.org at least 24 hours prior to the start of the event. Room configuration changes made within 24 hours of the event start time may result in a \$50 reset fee. A room configuration change is the addition, subtraction or adjustment of furniture in the conference room or area renting.
9. The use of space outside of the conference rooms, including lobbies and hallways, must be approved in advance. This includes the use of space for registration, signage, and catering needs.
10. All cancellations must be received via email at ignite@ct.bbb.org. Cancellations received less than one (1) week prior to event date pay a cancellation fee equal to 50 percent of the room rental, where applicable. Cancellations received within 48 hours of the event start time pay a cancellation fee equal to 100 percent of the room rental. All conference room or event reservation “no shows” are treated as cancellations less than 48 hours before the event.
11. BBB reserves the right to refuse reservations at its sole discretion and for any reason.