



6 Sunset Avenue
Niantic, CT 06357

EXHIBIT B

TEMPORARY LICENSE AGREEMENT

Policy Relating to Construction and Improvements Requiring Access Over, Undertaken Upon, or Impacting BPBCA Property

This TEMPORARY LICENSE AGREEMENT (the “**Temporary License**”) is made this _____ day of _____, 20__ (the “**Effective Date**”) by and among Black Point Beach Club Association (BPBCA), a municipal corporation having its territorial limits within the Town of East Lyme, having a business address at 6 Sunset Avenue, Niantic, Connecticut, 06357, and [ADD MEMBER NAME & ADDRESS HERE] (Member).

RECITALS

WHEREAS, ... Member seeks to perform Covered Work of (*Briefly define Covered Work here*) on BPBCA Property defined as (*Address or area on BPBCA Property to be impacted*) as shown on Exhibit A, which is attached hereto.

The terms used in this License shall have the same definitions as the accompanying Policy Relating to Construction and Improvements Requiring Access Over, Undertaken Upon, or Impacting Association Property (**Policy**).

TEMPORARY LICENSE

(1) Grant of Temporary License for Covered Work. The BPBCA hereby grants to Member a Temporary License for the purposes set forth in Paragraph (2), below, on, across, over, under, and through that portion of [*BPBCA Property address*] (the “**Temporary License Area**”), as shown on Exhibit A, which is attached hereto.

The Temporary License shall remain in effect until the completion of the Covered Work and the restoration of the Temporary License Area pursuant to the Policy (“**Temporary License Term**”). Member covenants, for itself and its successors and assigns, to execute such reasonable documents that the BPBCA may request to evidence the termination of the Temporary License upon the expiration of the Temporary License Term, as shown on Exhibit A, which is attached hereto.

(2) Permitted Uses of Temporary License Area. The Temporary License shall be for the following purposes, and include the following license rights as defined in the BPBCA policy, exercisable by Member, its agents, employees, and independent contractors in connection with the Covered Work: (a) the right to pass and repass on, over, through and across the Temporary License Area with personnel, materials, vehicles, and equipment, and (b) the right to exercise such other rights as are reasonably necessary to facilitate the Covered Work, so long as such other rights do not unreasonably interfere with the use of the BPBCA Property.

(3) BPBCA’s Use of Temporary License Area. BPBCA reserves to itself and its successors and assigns the right to use the Temporary License Area for any use and purpose which does not materially interfere with the Covered Work or the license rights granted under this Agreement.

(4) Non-Interference. Member shall make every effort to minimize its interference with the BPBCA’s use of its property during the Covered Work. However, the parties agree and acknowledge that the Covered Work could minimally include noise and dust. If during Covered Work, the Member needs to materially interfere with the BPBCA’s access to or use of BPBCA property, including areas outside of the Temporary License Area, Member shall provide BPBCA with not less than five (5) business days of notice of such temporary material interference. In consultation with the Access Supervisor, the Member shall seek to furnish reasonable alternate means of access or use during such temporary interference.

GENERAL PROVISIONS

(5) Licenses to Run with the Land. This grant of licenses shall run with the land and shall be binding on and shall inure to the benefit of the parties to this Agreement, their respective heirs, successors, or assigns, and will terminate upon completion of Covered Work and issuance of a Certificate of Completion.

(6) Indemnification. Member shall indemnify, defend, and hold harmless BPBCA from and against any and all claims, causes of action, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees) suffered or incurred by the BPBCA arising out of (a) any work performed by Member under the Temporary License or (b) negligent acts or negligent omissions of Member, or its agents or contractors.

(7) Insurance. At all times during construction, the member or their contractor(s), at their sole cost and expense, shall procure and maintain in effect a commercial general liability insurance policy and worker’s compensation insurance by a financially responsible insurance company that is nationally recognized by Moody’s, The Better Business Bureau, or an equivalent acceptable to the BPBCA covering (a) all work to be performed on Association Property, and (b) the indemnity obligations as set out in Section 8 and 9 of the Policy.

Prior to the commencement of any Covered Work, the member shall provide the BPBCA with said certificate of insurance, attached to application.

(8) Notices. Any notice provided for or concerning this Temporary License shall be in writing and be deemed sufficiently given when sent by certified or registered mail return receipt requested or by recognized overnight courier, if sent to the respective address of each party as set forth at the beginning of this Agreement or at such other address provided to the other party.

(9) Governing Law. It is agreed that this Temporary License shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut, and each party shall have resort to all remedies at law or equity.

(10) Entire Agreement. This Temporary License constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Temporary License shall not be binding on either party except to the extent incorporated in this Agreement.

(11) Modification of Agreement. Any modification of this Temporary License or additional obligation assumed by either party in connection with this Temporary License, including but not limited to modification of use, shall be binding only if evidenced in writing signed by each party.

(12) Counterparts. This Temporary License may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

(13) Legal Proceedings. In the event either party institutes a legal proceeding to enforce any rights or conditions hereunder, the prevailing party in such action shall be entitled to legal fees and costs, in addition to other remedies and damages available at law or equity.

(14) Severability. A determination by a court of competent authority that any provision of this Temporary License or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Temporary License, which shall remain in full force and effect.

(15) Waivers. All waivers must be in writing and signed by the waiving party. Either party's failure to enforce any provision of this Temporary License shall not be deemed to be a waiver and shall not prevent that party from enforcing that provision or any other provision of this Temporary License in the future.

(16) Authority. Each person signing this Temporary License on behalf of the BPBCA and Member represents and warrants that he or she has due authority to do so and that this Temporary License binds such Party.

TO HAVE AND TO HOLD the above described Temporary License, unto the said Member, and unto its successors and assigns; and said BPBCA does for itself and its successors and assigns, hereby covenant that it is the true and lawful owner of said BPBCA Property, and it has good right and full power to grant and convey said Temporary License rights and the same is free and clear of all encumbrances and liens whatsoever, and the BPBCA and its successors and assigns will warrant and defend said Temporary License and Temporary License rights hereby granted against all claims and demands of all persons.

IN WITNESS WHEREOF, the BPBCA and Member have caused this Temporary License to be executed as of the _____ day of _____, 202__.

Grantee. (Member)

Print Name: _____

Signature: _____

Signed, sealed, and delivered
in the presence of:

Grantor,
The Black Point Beach Club Association

By _____

Print Name: _____

Print Name: _____

Title: _____

Duly Authorized

Print Name: _____

STATE OF CONNECTICUT)

) ss.: at _____

COUNTY OF _____)

On this the ___ day of _____ 202__, before me, the undersigned, personally appeared _____, who acknowledged himself to be the _____ of The Black Point Beach Club Association, a corporation, and that he as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In Witness Whereof, I hereunto set my hand.

Name:
Commissioner of the Superior Court
Notary Public
My Commission Expires: