

CITY OF NEWTON
CITY HALL, NEWTON CENTRE, MASSACHUSETTS

In consideration of the City of Newton Board of License Commissioners granting to _____, (the "Applicant") with a business address of _____ (the "Licensed Property") an extension of the common victualler license to serve food and non-alcoholic beverages and/or license to serve alcohol, which ever the Applicant possesses, (the "License") on City sidewalks directly abutting and contiguous to the Licensed Property. Applicant, which shall herein be defined to include its officers, employees, agents, representatives, invitees and guests, hereby agrees as follows:

1. Applicant hereby RELEASES and discharges the City of Newton, its officers and employees of and from any and all actions, causes of action, claims, demands, damages, costs, loss of service, expenses and compensation, on account of or in any way arising out of, directly or indirectly, personal injuries or property damage resulting or to result from any act or omission related to any work or activities undertaken or to be undertaken by the Applicant in connection with the License.
2. Applicant agrees to protect and DEFEND the City of Newton, its officers and employees, against any claim for damages, compensation, or otherwise, resulting from or to result from, in whole or in part, any work or activities undertaken or to be undertaken by the Applicant in or upon the sidewalk in connection with the License and to INDEMNIFY, reimburse or make good to the City, its officers and employees, any loss, damage, or cost, including reasonable outside attorneys fees that the City, its officers and employees may have to pay if any claim arises from any act or omission related to any work or activities undertaken or to be undertaken by the Applicant, its officers, employees, agents and representatives in and upon the sidewalk in connection with the License.
3. Applicant agrees to leave the sidewalk in as good order as when received by Applicant, reasonable wear and tear excepted. The City shall submit a written list notifying Applicant of all claimed damage to the Property attributable to Applicant's use of the License within thirty (30) business days following the date that the City becomes aware of such damage. Provided that Applicant timely receives written notice of claimed damage and is afforded an opportunity to inspect same, Applicant shall agree to reimburse the City for the cost of such repair to the sidewalk provided, however, that Applicant shall not be obligated to repair any damage to the Property caused by or contributed to by the City.

I have read this release and understand all its terms. I am executing it voluntarily and with full knowledge of its significance.

Applicant's Signature

Date

Applicant's printed name