

**ROTONDO ENTERPRISES, INC.  
190 MAIN STREET  
WILMINGTON, MA. 01887**

**LICENSE AGREEMENT entered into this 25th day of July, 2018**

**by and between**

**Rotondo Enterprises, Inc.  
(hereinafter LICENSOR)**

**and**

**Wilmington Youth Hockey**

**P O Box 492**

**Wilmington, MA. 01887**

**(Hereinafter LICENSEE)**

**1. LICENSOR hereby grants to LICENSEE, upon the following terms and conditions, the right and privilege to use the ice surface, locker room, lavatory facilities of the arena during the terms of this agreement for the purposes of ice skating, figure skating, regulation ice hockey games and practice and for no other purpose.**

**2. Period of License August 1, 2018 to August 31, 2019, as per attached Schedule Pages with balance due in advance as billed. An energy and/or real estate tax surcharge may be added for each hour of licensed use.**

**Licensor will notify Licensee of adjustments if and when they occur.**

**Total due \$157,024.50**

**Payable as follows: \$17,447.16 by the first day of the following months:**

**August, September, October, November, December 2018 and January, February, March and April of 2019.**

**Signed license agreement is due by July 15, 2018**

**Insurance certificates and renewals are due by August 31<sup>st</sup> of 2018.**

**Mail lease agreement to Rotondo Enterprises, Inc. 3 Village Green North Suite B-5, Plymouth, MA. 02360**

**Mail payment to Rotondo Enterprises, Inc. 190 Main Street, Wilmington, MA. 01887**

**All payments and insurance certificate must be received by due dates.**

**3. Additional Terms:**

**See attached Schedule "A", Rink Regulations, Locker Room Policy, Rotondo Enterprises Insurance Requirements and Schedule Page.**

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## **SCHEDULE “A”**

### **ADDITIONAL TERMS AND REGULATIONS OF <sup>[1]</sup><sub>SEP</sub> ROTONDO ENTERPRISES, INC.**

- 1. LICENSEE agrees to use the licensed facilities in a reasonable and proper manner with due regard for the safety of those persons utilizing the facilities as members, opponents, officials, coaches and/or any other participants and spectators.**
- 2. LICENSEE acknowledges that the licensed premises are in good order and repair and agrees to be strictly liable for all damages incurred by the LICENSOR to the facility during the licensed period arising from misuse, abuse or destruction by members, opponents, officials, coaches and/or any other participants and spectators.**
- 3. At the conclusion of each skating session, any damage caused by LICENSEE’S members, opponents, officials, coaches and/or any other participants and spectators will be noted and damage repair will be billed to LICENSEE with payment due in full within thirty days of written notice. LICENSOR reserves the right to withhold locker room use by teams or groups that have demonstrated non compliance with rules as listed on attached “Locker Room Policy.”**
- 4. LICENSEE represents that it has sufficient athletic participant liability coverage to protect LICENSOR and LICENSEE against liabilities arising from this license agreement and the use of the licensed facilities by members, opponents, officials, coaches and/or any other participants and spectators, including, but not limited to, requirements listed on attached “Rotondo Enterprises Inc. Requirements page of this agreement.**

**Proof of athletic participation liability insurance coverage rests entirely with the LICENSEE. If the LICENSEE is unable to provide proof of liability insurance coverage as required, use fee payment is forfeited by LICENSEE and schedule rights are suspended without credit until LICENSOR has received certification of required liability protection.**

**LICENSEE guarantees that all personnel associated LICENSEE’S program, including but not limited to members, opponents, officials, coaches and participants, have been included in LICENSEE’S athletic participant liability protection coverage and LICENSEE agrees to provide copies of rosters upon request.**

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**5. LICENSEE agrees to indemnify, defend and hold harmless the LICENSOR, its officers, agents, employees, successors and assigns from and against all loss or expense, including costs and reasonable attorney's fees, by reason of liability imposed by law upon the LICENSOR its officers, agents, employees, successors and assigns for damages because of bodily injury, including death, at any time arising therefrom or sustained by any person or persons or on account of damage to property including loss of use thereof, provided such injuries to persons or damage to property are due to the negligent or intentional acts or omissions of the LICENSEE, its officers, employees, agents, guests, opponents, spectators or other invitees.**

**6. No practice, athletic event or use of any kind of the facilities shall proceed without the supervision of duly authorized and qualified coaches, instructors or supervisors in order to guide and regulate the conduct of members, opponents, officials, coaches and/or any other participants and spectators. LICENSEE guarantees and assumes full and exclusive responsibility for the safety of persons and the property of participants and spectators during LICENSEE'S assigned time.**

**7. LICENSEE shall be responsible for intentional, criminal, and/or reckless actions or failure to act by Licensee which Licensor may occur, be exposed to, become responsible for, or payout. Licensee shall assume the investigation, defense, and expense of all such claims and causes of action. Any and all costs, expenses, damages and losses incurred in connection with this Paragraph shall be due and payable by Licensee within thirty (30) days of written demand thereof by Licensor.**

**8. LICENSEE shall be fully responsible to LICENSOR for all damages, costs and expenses caused by LICENSEE'S non compliance and/or non payment.**

**9. LICENSEE shall not have the right under this agreement to sell tickets, charge admission, operate concession stands, sell food, beverages, souvenirs or other such items in conjunction with LICENSEE'S use of facilities without express written consent of LICENSOR.**

**Schedule A Additional terms and regulations page 2**

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**10. LICENSEE acknowledges its sole responsibility for provision of and payment to all game and practice related personnel including, but not limited to, officials, scorekeepers, ticket collectors and police detail. LICENSEE acknowledges that no rental time extension or credit will be allowed for game or practice delay caused by late or absent game related players, personnel or officials. All high schools are required to schedule and pay a uniformed police detail to be present during each paid admission game. LICENSOR retains discretion to assign police detail during LICENSEE’S other rental periods with detail charge payable by LICENSEE.**

**11. LICENSEE acknowledges that all usage time designated as practice hours at licensed facility are 50 minute skating hours unless otherwise specified in the “Schedule Page” attached to agreement.**

**12. It is the responsibility of the LICENSEE to review LICENSEE's schedule upon receipt and to contact LICENSOR immediately if there is any question as to the time assignment or balance. LICENSEE must have paid the balance of use fee as indicated on billing statement on or before the due date indicated on billing statement.**

**Payment not received by due date indicated on bill will be subject to a 10% late charge. Such late charge will be due within 10 days with late payment. Payment more than 10 days overdue will result in suspension of license without credit. If payment is not received within 20 days of due date, the remainder of total balance indicated on face page of license agreement must be paid in full in order to continue ice rental agreement.**

**13. Scheduled time cancellation or adjustment may be made by LICENSOR due to Boston Bruins’ scheduling, high school scheduling or other scheduling needs and notification of such cancellation or adjustment will be made by licensor as soon as possible.**

**14. Any license granted to LICENSEE by LICENSOR as contained in this agreement is not transferable by LICENSEE.**

**15. It is the sole and exclusive responsibility of the LICENSEE to inform all organization related personnel members or other participants of the rules, regulations and requirements of this License Agreement.**

**16. LICENSEE warrants and represents that LICENSEE has the right to enter into this licensee agreement and has secured the consent of any party necessary to make and perform this license including, without limitation, any league or association of which the LICENSEE is a member or with whose rules and regulations the LICENSEE has agreed to comply.**

**Schedule A Additional Terms and Regulations page 3 \_\_\_\_\_**  
**Initials date**

17. LICENSEE acknowledges that this License Agreement and any written addenda attached hereto constitutes the sole and complete agreement between the parties.
18. All payments must be made by check made payable to Rotondo Enterprises, Inc. Payment should be mailed to Rotondo Enterprises c/o Ristuccia Arena, 190 Main Street, Wilmington, MA. 02360.
19. This License Agreement must be signed by LICENSEE and returned to LICENSOR by due date indicated on face page. LICENSE AGREEMENT should be returned to Rotondo Enterprises, 3 Village Green North, Plymouth, MA. 02360.  
Usage of the facility is not permitted unless this signed agreement, deposit and insurance certification are received by the due date indicated herein. A license for use of the facility will not be granted without such signed agreement deposit and insurance certification.
20. It is understood and accepted that LICENSEE is solely and exclusively responsible for any and all costs, charges and/or payments due for licensing, copyright and/or use fees for all musical performed or played during hours contracted and addended by LICENSEE.
21. LICENSEE and all members, opponents, officials, coaches and/or all participants and spectators shall not interfere in any way with the conduct of business at Ristuccia Arena.

Additional terms and Regulations Schedule "A" page 4

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**ROTONDO ENTERPRISES, INC.**  
**RINK REGULATIONS**

- 1. Use of facility shall be in accordance with rules and regulations of Rotondo Enterprises, Inc.**
- 2. All high school hockey teams, youth league teams, adult league teams and skating organizations shall have sufficient liability insurance coverage to protect Rotondo Enterprises, Inc. against the assumption of any liability. Insurance should include coverage for personal injuries to those using the premises including spectators.**
- 3. LICENSEE acknowledges that licensed premises are in good order and acknowledges responsibility for damages incurred during the license period due to misuse or abuse by participants and/or spectators.**
- 4. Inspection of facility after session:**  
**Following each session, the supervisor on duty shall inspect the areas used by the LICENSEE'S group, including rest rooms, locker rooms and other areas. At the conclusion of the inspection, any damages shall be reported and appropriate action taken.**
- 5. Coaching and supervision:**  
**No practice or athletic event shall proceed without the supervision of duly authorized and qualified coaches and/or instructors.**
- 6. Supervision and Children:**  
**Children must be closely supervised by parents, guardians or other responsible adults at all times. Children are not permitted to run or roam through the facility. LICENSEE shall be responsible for the conduct of participants and spectators.**
- 7. Alcoholic beverages and/or any illegal substances are not permitted on the premises.**
- 8. Absolutely NO ONE is allowed on the ice while the ice resurfacer is in operation.**
- 9. NO SMOKING anywhere in the facility.**
- 10. NO FOOD OR DRINK may be brought into the building by participants or spectators.**

**Rink Regulations page**

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**ROTONDO ENTERPRISES, Inc.**

**LOCKER ROOM POLICY**

**No use of locker room is allowed without check in with facility staff for key pick up and approval of locker room assignment. If there is any apparent locker room damage, or if debris or tape have been left in locker room, facility supervisor must be notified BEFORE locker room use.**

**LICENSEE will be held responsible for any damage to locker room during the period of assigned license and will be charged for parts, materials and labor involved in locker room repair for any damage incurred during licensed period. Any team or group that leaves tape or other debris in locker room, or that behaves in a rambunctious or unruly manner will be denied use of locker room for the remainder of the license period with no adjustment or credit applied.**

**Keys may be picked up 30 minutes before ice time if locker room is ready for use. Keys must be returned by LICENSEE'S duly authorized representative within 30 minutes after end of ice use. LICENSEE will be responsible for \$50 key charge for any key that is not returned within required 30 minute return period.**

**The shower area door should be locked while groups are on the ice. LICENSOR, its agents and employees are not responsible for lost, stolen or damaged articles in the arena or on the grounds.**

**Locker Room Policy page**

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## INSURANCE REQUIREMENTS

**Insurance requirements as per all requirements noted in SCHEDULE “A” of this license agreement**

**Liability insurance certificate must be received by LICENSOR by due date on face page of License Agreement.**

**Insurance certificate MUST SPECIFY THE FOLLOWING:**

**name and address of broker, name and address of carrier, name of LICENSEE as “insured”**

**Issued policy number (not binder number)**

**Coverage must be Primary coverage**

**Rotondo Enterprises Inc must be listed as “Additional Insured”.**

**Dates of beginning and end of coverage**

**Athletic Participant liability coverage must be specified in minimum amount of one million dollars “Per Occurrence”**

**Coverage must be for all operations of insured that take place at Ristuccia Arena.**

**All persons and participants associated with skating program and ice use must be included in coverage.**

**Coverage may not be on a “claims made” basis.**

**The Licensee (insured) organization must maintain a valid and verified address and basis of operations within the USA and/or designated legal representative to receive service of suit unless expressly waived in writing by Licensor.**

**Insurance carrier must have a minimum of an “A” rating with A. M. Best Company**

**Insurance carrier must be “Approved” and “Licensed to Practice” in Massachusetts and maintain a basis of operations in the USA.**

**Insurance Requirements page**

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**4. By executing this License Agreement, LICENSEE agrees to be bound by the License Agreement, Additional terms and Regulations set forth on SCHEDULE “A”, Rink Regulations, Locker Room Policy, Insurance Requirements and Schedule Page(s) annexed hereto and incorporated herein by reference.**

**5. If any term or provision of this Lease or the application thereof shall be invalid or unenforceable by the provisions of the law of the Commonwealth Massachusetts, the remainder of this Lease shall not be affected thereby and each term and provision of this lease shall be valid and enforced to the fullest extent permitted by law.**

\_\_\_\_\_  
Licensee print name

\_\_\_\_\_  
LICENSEE Signature

date \_\_\_\_\_

**Rotondo Enterprises, Inc.**

**BY** \_\_\_\_\_  
**LICENSOR**