

PARKING LICENSE AGREEMENT

This Parking License Agreement (this "Agreement") is entered into as of October 17, 2012 by and between Somerville Hospital ("SH") and The Center for Arts at the Armory (the "Center").

SH owns (i) the property located at Belmont St., Somerville, which is currently used as a parking lot with 39 spaces and (ii) the property located at The School Of Nursing Building, Somerville, which is currently used as a parking lot with 36 spaces (collectively, the "Parking Lots").

The Center desires to use the Parking Lots from time to time for use by its patrons, visitors, invitees, employees, agents and others (collectively, the "Center Parkers").

SH and Center agree as follows:

1. The Center shall be entitled to use the Parking Lots between the hours of 6 p.m. and 12 a.m. (midnight) seven days a week during the Term (defined below).
2. The Center agrees to pay SH a fee in the amount of \$1 per year for the use of the Parking Lots.
3. The term of this Agreement (the "Term") shall be the period commencing on the date hereof and ending December 31, 2015.
4. The Center shall, in using the Parking Lots or permitting them to be used by the Center Parkers, at all times observe and cause the Center Parkers to observe and comply with all requirements, standards or other regulations of the Department of Public Safety and the Fire Department of the City of Somerville pertaining to the Parking Lots including, but not limited to, the establishment and keeping clear fire lanes, keeping clear and accessible any hydrants or similar devices, keeping clear and accessible all emergency means of or avenues of egress and otherwise providing for the safety of the Center Parkers on the Parking Lots, at the invitation, express or implied of the Center. The Center will not commit waste, nor suffer nor permit waste to be committed or permit any nuisance on or in the Parking Lots.
5. The Center agrees (a) to conduct its operations in compliance with applicable laws, rules, regulations and ordinances, whether of the federal, state or local government and (b) to procure and pay for all licenses, certificate and permits, if any, necessary for the conduct of its operations hereunder and its use of the Parking Lots.
6. The Center agrees to indemnify, defend and hold harmless SH, the Cambridge Public Health Commission, d/b/a Cambridge Health Alliance ("CHA"), and their respective agents, servants and employees from any and all claims, losses, suits and liabilities (including reasonable attorneys' fees) of any kind or nature arising out of, or in

any way related to a violation of this Agreement, including without limitation Paragraph 7 hereof or the Center's use and occupancy of the Parking Lots, including without limitation, use by Center Parkers.

7. The Center assumes liability for any and all injury, loss and damage to any person or property on or about the Parking Lots or the grounds, whether covered by insurance or not, which is not caused solely by the negligence of SH, CHA or their respective agents, servants, employees or invitees.

8. The Center shall maintain at its own cost, during the term hereof, comprehensive general liability insurance and casualty insurance with limits for personal injury and property damage of \$1,000,000 for each occurrence and \$3,000,000 in the aggregate. Upon request, the Center shall provide SH and/ or CHA evidence of such coverage in the form of a certificate of insurance.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

THE CENTER FOR ARTS AT
THE ARMORY

By: _____
Tracey Stark
Executive Director

SOMERVILLE HOSPITAL

By:  _____
Patrick R. Wardell
Chief Executive Officer