

LICENSE AGREEMENT FOR SIGN
WITH RANDOLIN MUSIC
2013-2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and NOWA RANDALL CROSBY d/b/a MUSIC INSTRUMENT REPAIR/RANDOLIN MUSIC, a commercial establishment located at 215 College Street, Burlington, Vermont (hereinafter RANDOLIN MUSIC or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 215 College Street and

WHEREAS, RANDOLIN MUSIC stated on its application (attached hereto as Exhibit A) that it wishes to erect and maintain a sign on the building overhanging the public right-of-way directly in front of 215 College Street as shown in the attached photo (hereinafter "sign"); and

WHEREAS, RANDOLIN MUSIC has stated in its permit application that its sign will be located directly below an existing sign at this location and it will cover a 1.5 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of Ordinances Chap. 27, Sec. 27-32;

WITNESSETH:

The CITY and RANDOLIN MUSIC enter into the following License Agreement:

1. TERM

The CITY grants to RANDOLIN MUSIC (hereinafter LICENSEE) a license to erect and maintain a sign covering an area of 1.5 sq. ft. extending over the public right-of-way at 215 College Street for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATIONS

LICENSEE may erect, use and maintain a sign extending over the public right-of-way (hereinafter referred to as the premises) for advertising purposes. The sign is to be attached to the building and it must be exactly as described and placed as approved by the Department of Public Works. A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the sign in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the sign and any damage to the sign is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain the sign, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.
- c. The sign shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.

d. The sign shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the sign. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the sign and other materials or obstructions placed on the property. If LICENSEE refuses to promptly remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and

\$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E

c. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the sign.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City

of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

DATED at Burlington, Vermont this _____ day of _____,

2013.

CITY OF BURLINGTON

By: _____

Miro Weinberger, Mayor
Duly Authorized

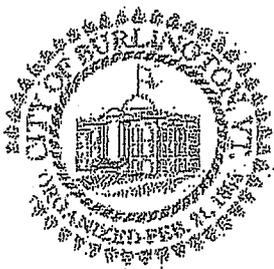
NOWA RANDALL CROSBY
d/b/a MUSIC INSTRUMENT REPAIR/
RANDOLIN MUSIC

By: _____

Duly Authorized

Witness

Witness



OFFICE OF THE CLERK AND TREASURER
 149 CHURCH STREET
 BURLINGTON, VT 05401
 Voice (802)865-7000
 FAX (802)865-7014
 TTY (802)865-7142
 Amy Bovee (802)865-7019
 Ron Gore (802)865-7562

Encumbrance Application / Renewal

DBA NAME: Randolin Music / Music Instrument Repair DATE: 1/31/13
 CONTACT NAME: NOWA CROSBY PHONE: 802-865-3890
 MAILING ADDRESS: 470 THOMAS RD FAX: _____
SHRELBURNE, VT 05482 EMAIL: randolin1@gmail.com

DBA NAME: MUSIC INSTRUMENT REPAIR / RANDOLIN MUSIC
 COMPANY: ~~RANDOLIN MUSIC~~ NOWA R. CROSBY
 LOCATION OF ENCUMBRANCE: 215 College St.

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Description: 12" x 18" sign w/ Randolin Music painted in lettering as presented in mockup, below Burlington Yoga sign at same location 1ft above ground, immediately below a fore mentioned sign.

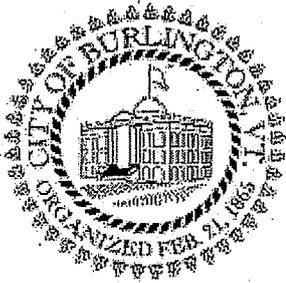
Total Square Feet (\$1.00 per SF): 1.5

- PLEASE ATTACH:
1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401"
 2. Endorsement to Insurance Policy outlining the Cancellation Policy
 3. Endorsement to Insurance Policy listing the City as Additional Insured
 4. Sketch, Photo, or Blueprint of what you are proposing.
 5. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: #26.50

Signature: *N. Crosby* Date: 1/31/13

For office use only: Amount received \$ 26.50 on 2/19 Check # 242
 Sent to DPW: 2/19 Sent to Attorney: 4/1

Exhibit A



OFFICE OF THE CLERK AND TREASURER
149 CHURCH STREET
BURLINGTON, VT 05401
Voice (802)865-7000
FAX (802)865-7014
TTY (802)865-7142
Amy Bovee (802)865-7019
Ron Gore (802)865-7562

Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: RANDOLIN MUSIC

DATE: Tuesday, February 19, 2013

COMPANY: RANDOLIN MUSIC

PHONE: 865-3890

LOCATION: 215 COLLEGE ST.

FAX:

MAILING ADDRESS: NOWA CROSBY
470 THOMAS RD.
SHELBURNE, VT 05482

RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes No

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes No

3. Additional Comments: SIGN ABOVE SIDEWALK AREA - GREATER THAN 7'0"

4. A 2 square foot placement of 12" X 18" SIGN WITH RANDOLIN MUSIC PAINTED IN LETTERING AS PRESENTED IN MOCKUP BELOW BURLINGTON YOGA SIGN AT SAME LOCATION. 8 FEET

DEPARTMENT OF PUBLIC WORKS

Approved? Yes

No

Explain: NEW SIGN - LOCATION APPROVED

Signature Ron Gore

Date: 02/19/13

Exhibit B

**Randolin Music
PROPOSED STREET SIGNAGE**

Height = 12 in
Length = 18 in

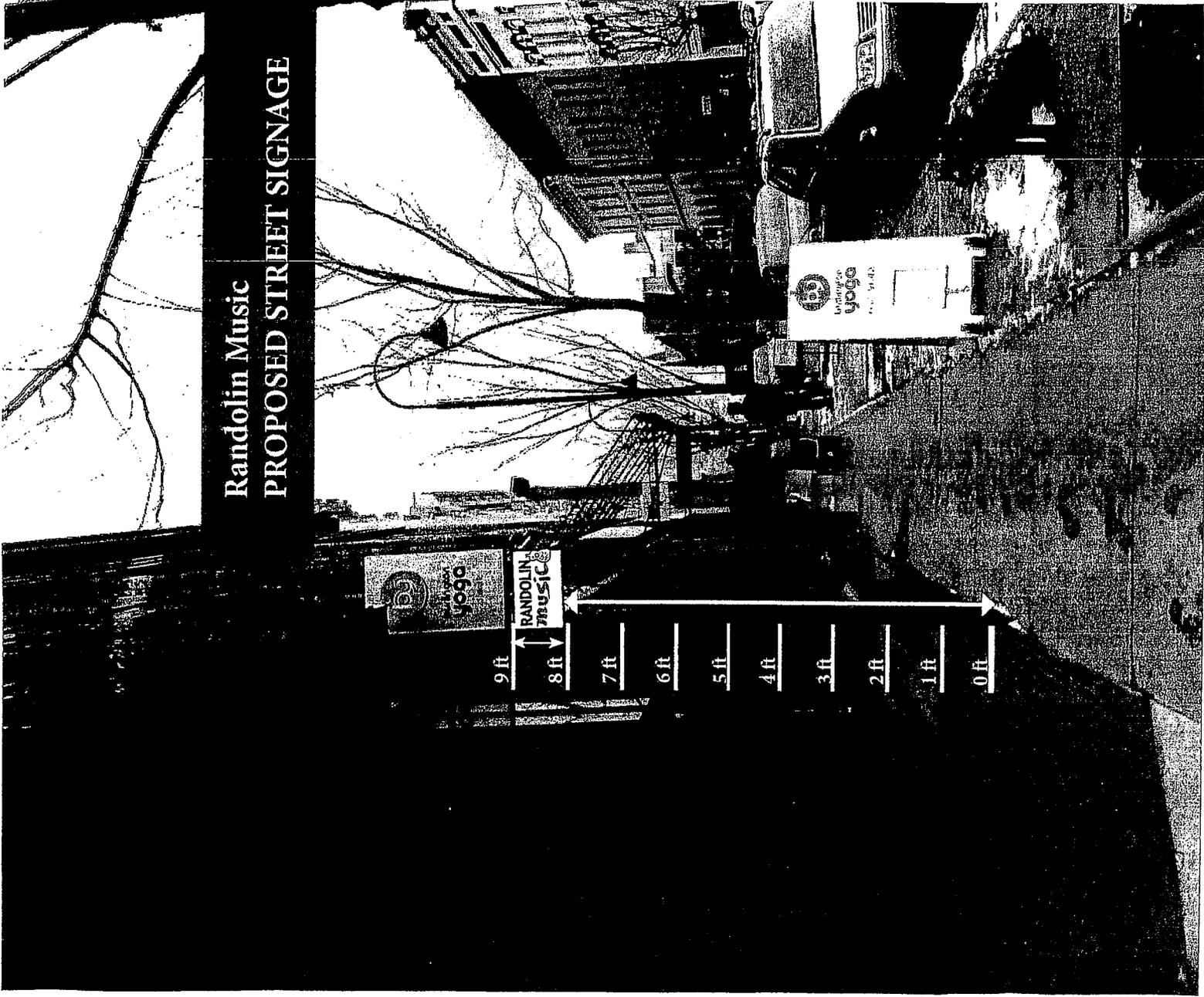


EXHIBIT C



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/19/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: REGINA B. SMITH ANTHONY MURPHY AGENT 100 DORSET ST. STE 17 SO. BURLINGTON, VT 05403	CONTACT NAME: REGINA B. SMITH	
	PHONE (A/C, No., Ext.): 802-657-3500	FAX (A/C, No.): 802-657-3393
INSURED: NOWA RANDALL CROSBY DBA MUSIC INSTRUMENT REPAIR 215 COLLEGE ST STE A BURLINGTON VT 05401	INSURER(S) AFFORDING COVERAGE	
	INSURER A: State Farm Fire and Casualty Company	NAIC #: 25143
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

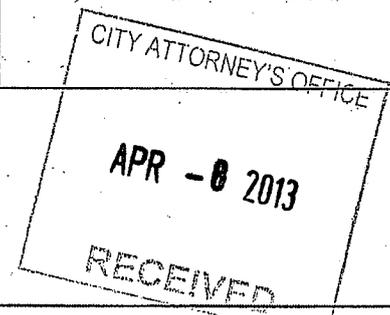
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y		95-BF-1273-3-F	05/06/2012	05/06/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

musical instrument repair
 Sign overhanging the sidewalk in front of 215 College St.
 ADDITIONAL INSURED:
 CITY OF BURLINGTON
 ATTN: ENCUMBRANCE APPLICATIONS
 149 CHURCH STREET



CERTIFICATE HOLDER CITY OF BURLINGTON ATTN: ENCUMBRANCE APPLICATIONS 149 CHURCH STREET BURLINGTON, VT 054014920	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



FE-6260 AMENDATORY ENDORSEMENT (Vermont)

CONDITIONS

The following is added to **Loss Payment** and replaces any provision to the contrary:

We will pay for covered loss within 10 working days after we reach agreement with you on the amount of loss, provided all other terms of the **Loss Payment Property Loss Condition** are satisfied.

The following is added to **Legal Action Against Us**:

However, compliance with the provisions of the **Appraisal Condition** is not a condition precedent to your bringing or maintaining any legal action against us.

The **Knowledge or Control Condition** is deleted.

The **Cancellation Condition**, if any, is replaced by the following:

Cancellation

a. The first Named Insured shown in the **Declarations** may cancel this policy by mailing or delivering to us advance written notice of cancellation:

b. **Cancellation Of Policies In Effect For:**

(1) 60 Days Or Less

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

(a) Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium; or

(b) Mailing or delivering to the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail. Proof of mailing will be sufficient proof of notice.

(2) More Than 60 Days

If this policy has been in effect for 60 days or more, or is a renewal or

continuation of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- i. Nonpayment of premium;
- ii. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- iii. Violation of any provisions of this policy; or
- iv. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph (2) we will cancel only in the following manner:

- i. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- ii. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.

Written notice of cancellation, including the reason for cancellation, will be mailed or delivered to the first Named Insured at the first Named Insured's last mailing address known to us.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail. Proof of mailing will be sufficient proof of notice.

- c. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- d. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Exhibit E

- e. If this policy insured more than one Named Insured:
- (1) The first Named Insured may affect cancellation for the account of all insureds; and
 - (2) Our notice of cancellation to the first Named Insured is notice to all insureds. Payment of unearned premium to the first Named Insured is for the account of all interests therein.

The **Concealment, Misrepresentation or Fraud** Condition is replaced by the following:

Concealment, Misrepresentation Or Fraud

We will not pay for any loss in any case of:

1. Concealment or misrepresentation of a material fact; or
 2. Fraud;
- committed by you at any time and relating to coverage under this policy.

The following **Conditions** are added:

When We Do Not Renew

- a. We may elect not to renew this policy by mailing, by certified mail, or delivering written notice of nonrenewal to the first Named Insured's last mailing address known to us. Proof of mailing will be sufficient proof of notice. We will mail or deliver this notice at least 45 days before the:
 - (1) Expiration of the policy; or
 - (2) Anniversary date of this policy if this policy has been written for a term of more than one year.
- b. This provision does not apply:

- (1) If we have indicated a willingness to renew;
- (2) In case of nonpayment of premium;
- (3) If you do not pay any advance premium required by us for renewal; or
- (4) If any property covered in this policy is insured under any other insurance policy.

When We Renew

- a. If we:
 - (1) Elect to renew this policy; and
 - (2) Have the necessary information to issue a renewal policy,

we will confirm in writing at least 45 days before it expires our intention to renew this policy; and the premium at which this policy will be renewed.
- b. If we do not comply with the provisions of Paragraph a., you will have renewal coverage. The renewal coverage will be at the rates:
 - (1) In effect under the expiring or expired policy; or
 - (2) In effect on the expiration date; that have been approved by the Commissioner,

whichever are lower.

This renewal coverage will be on a pro rata basis and will continue for 45 days after we confirm renewal coverage and premium. If you accept this renewal policy, this Paragraph b. does not apply.

All other policy provisions apply.

95-BF-1273-3 014462

CMP-4797
Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**CMP-4797 ADDITIONAL INSURED — CONTROLLING INTEREST**

This endorsement modifies insurance provided under the following:
BUSINESSOWNERS COVERAGE FORM

SCHEDULE**Policy Number: 95-BF-1273-3****Named Insured:**

**NOWA RANDALL CROSBY
DBA MUSIC INSTRUMENT REPAIR
470 THOMAS RD
SHELBURNE VT 05482-6911**

Name And Address Of Additional Insured Person Or Organization:

**CITY OF BURLINGTON
ATTN: ENCUMBRANCE APPLICATIONS
149 CHURCH STREET
BURLINGTON, VT 054014920**

1. **SECTION II — WHO IS AN INSURED** of **SECTION II — LIABILITY** is amended to include, as an additional insured, any person or organization shown in the Schedule, but only with respect to their liability arising out of:
 - a. Their financial control of you; or
 - b. Premises they own, maintain or control while you lease or occupy these premises.
2. With respect to the insurance afforded the additional insured, this insurance does not apply to structural alterations, new construction or demolition operations performed by or for that additional insured.
3. Any insurance provided to the additional insured shall only apply with respect to a claim made or a "suit" brought for damages for which you are provided coverage.

All other policy provisions apply.

CMP-4797

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