

LICENSE AND USE AGREEMENT
BY AND BETWEEN
THE BOYS & GIRLS CLUB OF STAMFORD
AND
THE STAMFORD PUBLIC SCHOOLS
(USE OF CLASSROOM SPACE FOR SPS' STEPS PROGRAM)

Parties and Purpose: The purpose of this License and Use Agreement (hereinafter the "Agreement") is to summarize and to set forth the terms and understanding between the **Boys & Girls Club of Stamford** (hereinafter the "BGCS") and **Stamford Public Schools** (hereinafter the "SPS"). The BGCS, as licensor, hereby agrees to license certain classroom space to the SPS for the SPS' STEPS Program as set forth below.

Term: The Term of this Agreement shall commence on December 1, 2023, and end on the last day of the 2023/2024 SPS school year.

Licensed Space: Approximately 3,411 square feet of nonexclusive classroom space at the Boys & Girls Club of Stamford, 347 Stillwater Avenue, Stamford CT, 06902, as set forth in greater detail in Exhibit A hereto and including use of common areas for access to and egress from the Licensed Space and use of bathrooms.

Days and Hours of Operation: Monday through Friday from 7:30am through 1:30pm.

License and Use Fee: The SPS shall pay the BGCS a license and use fee of Three Thousand Five Hundred Dollars (\$3,500.00) for each month of the Term, which fee includes all utilities, heating, cooling, custodial services and trash removal.

Additional Terms and Conditions:

- The SPS, provided it is not in default of the terms of this agreement, shall peaceably hold, occupy and enjoy the Licensed Space for the Term without hindrance, ejection or interference except as otherwise provided in this Agreement or as permitted by law.
- The BGCS shall provide heating, cooling, utilities, custodial services and trash removal to the Licensed Space, common areas and bathrooms.
- The BGCS shall provide the SPS with keys to access the premises during the Term of this Agreement.
- The SPS shall be responsible for set-up, clean-up and placing items/equipment back in its original set-up areas after each session.
- On the days the SPS has early release the BGCS will have full access to the Licensed Space for its members/kids at 12pm.
- On the days the SPS is closed, the BGCS will have full access to the Licensed Space for its members/kids.
- On special occasions, the BGCS may request use of the Licensed Space, or some portion thereof, which request shall not be unreasonably denied by the SPS, provided that said request is made a least

two (2) weeks in advance of such use. Upon such request, the BGCS will relocate the SPS to other classrooms, equally or bigger in size, for the requested period.

- Use of the parking lot is nonexclusive.
- The SPS agrees to abide by all the BGCS' health and safety guidelines at all times within all areas of the Licensed Premises. The SPS will provide the BGCS with a Certificate of Insurance (COI), evidencing sufficient liability coverages and naming the BGCS as an additional insured.
- The SPS hereby forever releases the BGCS, its employees, directors, or agents from any and all liability for any damages or injuries suffered as a result of the SPS' use of the Licensed Space during the Term and agrees to hold them harmless therefrom, except for any damages or injuries caused by the BGCS' negligent or intentional acts or omissions or any defect to the Licensed Space known to the BGCS at the time this Agreement was executed, in which case the BGCS will hold harmless and indemnify the SPS therefrom.
- The SPS will be responsible for the installation and all charges related to its phone lines, internet set-up, and/or copier/printer set-up.
- The SPS shall be responsible for conducting thorough background checks on all staff members and independent contractors associated with its STEPS Program.
- The BGCS and the SPS each hereby warrants to the other that they have had no dealings with any broker or agent in connection with this Agreement and each covenants to pay, hold harmless and indemnify the other from and against any and all costs (including reasonable attorneys' fees), expense or liability for any compensation, commissions and charges claimed by any broker or other agent with respect to this Agreement or the negotiation thereof on behalf of such party.
- This Agreement shall be construed in accordance with the laws of the State of Connecticut and the BGCS and the SPS hereby waive any choice of law. Any action brought pursuant to this Agreement shall be brought in either the State Superior Court in Stamford, Connecticut, or the Federal District Court in Bridgeport, Connecticut.
- This Agreement is subject to the approval of the City of Stamford Planning Board, Board of Finance and Board of Representatives.
- This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. The counterparts shall together constitute but one Agreement. Any signature on a copy of this Agreement or any document necessary or convenient thereto sent by facsimile, PDF or other electronic format shall be binding upon such transmission and the facsimile, PDF or other electronic format copy shall be deemed an original for the purposes of this Agreement.

Remainder of page intentionally left blank. Signature page follows.

BY SIGNING BELOW, the SPS and the BGCS hereby agree to abide by and be bound to the terms and conditions of this License and use Agreement:

Stamford Public Schools

Dr. Tamu Lucero, Superintendent

Date

Boys & Girls Club of Stamford

Name, Title

[Signature] Craig Baker CEO, BGCS

Date

9/7/23

Exhibit A

Number of Classrooms: 4

Location of Classrooms, Sq. Feet and Use:

Upstairs Middle School Room = 1,657 Sq. ft.

- Use for Kids classroom

Upstairs Middle School Homework Room = 448 Sq. ft.

- **Home base Room** (Able to decorate/add adjustable furniture)
- Access to Storage Closet in the room
- Use for kids classroom
- Board of education phone line

Upstairs Program Room = 333 Sq. ft.

- Half room
- Use for meetings /staff lounge

Lower Floor 4th Grade Homeroom & Office = 973 Sq. ft.

- Use for Kids Classroom
- Board of education phone line