

# The Fort Taber-Fort Rodman Historical Assoc. Inc.

These are the costs that the Museum is paying for the upkeep and services for the building at 1000C Rodney French Blvd. New Bedford, Ma.

Custodial service at an Estimated cost	\$950.00 per month \$11,400.00 per year
Garden services	\$450.00 twice a year \$900.00 per year
Heat by year	
2023	\$3,291.97
2022	\$2,430.66
2021	\$3,077.84
2020	\$2,943.36
2019	\$3,301.99
2018	\$4,350.04
2017 this year is missing January's bill	\$2,378.08
A savings to the city in heat over the last seven years of	\$21,773.94
For an average of	\$3110.56 per year

*approx*  
*\$14,410 -*  
*they spend*  
*per year*

The Assoc. pays for all cleaning supplies and paper products such as paper towels, hand soap and toilet paper, and cleaning supplies for the restrooms. We also supply cleaning supplies such as glass cleaner and paper towels, for the walls and cabinets. vacuum cleaners, mops, soap and wax for the floors are supplied by the Assoc.

City of New Bedford  
133 William St.  
New Bedford, MA 02740



Military  
MUSEUM

### License Agreement

This License Agreement, hereinafter referred to as the "Agreement" is made and entered into this 15th day of April 2024, between the City of New Bedford, acting through its Mayor and Board of Park Commissioners, (hereinafter the "City") Fort-Taber-Fort Rodman Historical Association, Inc., (hereinafter the "Licensee" or "FTFRHA") a private non-profit corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business located at 1000c S. Rodney French Blvd., Fort Taber Park, New Bedford, Massachusetts.

#### Witnesseth:

Whereas, the City, owns certain space totaling 4206 square feet within the building known as the Museum/Yacht Club building located on the east side of the Fort Rodman site as shown in **Exhibit A**, attached hereto. This is a portion of property obtained by the City from the United States of America (hereinafter the "USA"), as surplus property and referenced in a Release Agreement and Declaration of Covenants between the City and the USA, acting by and through the National Park Service (NPS), dated October 8, 1992, attached hereto as **Exhibit B**; and

Whereas **Section 2c.** of said Release Agreement and Declaration of Covenants states that the City shall not sell, lease, assign or otherwise dispose of the "New Park Property", "*except to another eligible governmental agency that the Secretary of the Interior agrees in writing can assure the continued and maintenance of the "New Park Property" for public park or public recreational purposes subject to these terms and conditions. However, nothing in this provision shall preclude the City from providing related recreational facilities and services compatible with the Program through License or other agreements, operating agreements, or licenses entered into with third parties, provided such recreational facilities and services are compatible with the Program.*"; and

Whereas the National Park Service (NPS) is the delegated representative of the Secretary of the Interior for the approval of this Agreement, acting by and through the Federal Lands to Park Program (FLPP); and

Whereas, the City and Licensee desire to provide a museum at Fort Taber Park to display artifacts and educate the public about the historic significance of Fort Taber and Fort Rodman upon on a portion of Fort Taber Park for the use and benefit of the general public.

Whereas, the City is satisfied that providing Fort-Taber-Fort Rodman Historical Association, Inc. with a portion of Fort Taber Park is in the City's best interest.

NOW, THEREFORE, for the reasons set forth above, and in the consideration of the mutual covenants and agreements as hereinafter set forth, the City agrees to allow Licensee to provide Fort-Taber-Fort Rodman Historical Association, Inc., Programs upon a portion of the real property described in **Exhibit B**, attached hereto, at Fort Taber Park:



### Section 1. Location

The City does hereby assign to the Licensee the use of a portion of the single story Museum/Yacht Club Building consisting of 4,190 square feet located within Fort Taber Park depicted in **Exhibit A**, attached hereto, (the "Licensed Premises"); together with the right to use the grounds abutting the Licensed Premises, including, but not limited to and parking lot.

### Section 2. Use of Licensed Premises

The Building, located on the east side of the Fort Taber Park site, is to be used on a non-exclusive basis by Licensee to conduct its Museum and other authorized activities, as permitted by the New Bedford Park Board of Commissioners (hereinafter "Park Board"). Licensee shall use, occupy and maintain its portion of the Premises herein assigned in a business like, careful, clean and non-hazardous manner for the sole purpose of providing a museum at Fort Taber Park to display artifacts and educate the public about the historic significance of Fort Taber and Fort Rodman in strict accordance with all terms and provisions imposed by the Department of the Interior as set forth in "Exhibit A" and the revised Program of Utilization (POU) submitted by the City. Written approval by the City and written concurrence by the Secretary of the Interior or his/her delegated representative, NPS, shall be required for any other proposed use in addition to those specified above.

The Licensed Premises will be used to provide a museum at Fort Taber Park to display artifacts and educated the public about the historic significance of Fort Taber and Fort Rodman. This agreement shall not interfere with the right of the general public to access the adjacent beach, pier, boat ramp, public restrooms, loading dock, and parking lot.

The Licensee shall have the right to use the area outside of the Licensed Premises on a non-exclusive basis. The Licensee shall at no time restrict or prohibit public access to the water or any facilities of Fort Taber Park with the exception of the Licensed Premises, which may be locked for the purpose of securing Licensee's personal property, provided that a duplicate key has been provided to the Director of Parks Recreation & Beaches.

The Licensee shall not make nor allow any unlawful, improper or offensive use of the Licensed Premises or surrounding area. The Licensee shall operate its portion of the Licensed Premises as a museum, for the purpose of promoting public awareness of the historic significance of Fort Taber and Fort Rodman.

The City reserves the right to utilize the Licensed Premises upon written request, excluding the private office, for private and City sponsored events, provided the event does not conflict with an event or program previously scheduled by the Licensee. The City agrees to indemnify and defend the Licensee against, and hold it harmless from, any and all suits, demands, loss of liability, on

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account of or in connection with any injury, loss or damage to any person or property resulting or claiming to have resulted from the use of the Licensed Premises, and grounds abutting the Licensed Premises by the City, its servants, agents, employees, or visitors, resulting or claimed to have resulted for the City's omission, fault negligence, or other misconduct.

### **Section 3. Personal Property**

Licensee shall have use of the personal property located within the Licensed Premises, which it shall maintain in good working condition, subject to reasonable wear and tear. Upon completion/termination of this agreement, all items shall be accounted for and returned to the City. During the course of this agreement any damage to personal equipment shall be reported to the City. The parties agree that, during the term of this agreement, the City will not permanently remove any City owned furniture, fixtures, equipment, or personal property that is presently located within the Licensed Premises. However, the City reserves the right to remove City owned furniture and personal property on a temporary basis, upon providing Licensee with prior notice; provided, however, that such removal does not conflict with an event or program previously scheduled by the Licensee.

### **Section 4. Term**

This Agreement shall be effective from April 15, 2024, to April 14, 2025.

### **Section 5. Renewal**

Any request by Licensee to extend this Agreement shall be submitted to the Park Board no later than October 1<sup>st</sup> of the final year of any term. Upon request, the Park Board may extend this Agreement for one (1) additional 1-year term, if it is deemed in the best interest of the City. Any future agreement reached by the City and Licensee for renewal of this Agreement shall be subject to the prior written concurrence of the National Park Service Federal Lands to Parks Program if any significant changes to this Agreement are included.

### **Section 6. License Payments**

Licensee, in addition to its invaluable cultural contribution to the City realized from its operation of the Museum (valued in excess of \$10,000,00), agrees to contribute Thirty two thousand and 00/100 (\$32,000) Dollars payable in monthly installments on the first day of each month from May 1, 2024 to April 1, 2025 to be deposited into the Fort Taber Revolving Fund established for the sole purpose of maintaining and improving Fort Taber Park. The Licensee will be responsible for utilities, cleaning, and routine maintenance in lieu of monthly payment upon approval by the Board of Park Commissioners. See Section 9.

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**133 William St.**  
**New Bedford, MA 02740**



Payment is to be made to the City of New Bedford and sent to the Department of Parks Recreation & Beaches Administrative Offices at 181 Hillman St. Bldg. #3, New Bedford, MA 02740.

#### **Section 7. UTILITIES AND SERVICES**

Licensee will be responsible for paying the building's gas and electric bills. The City shall present Licensee with a monthly bill for these gas and electric charges, which the Licensee shall pay within thirty (30) days of receipt. Licensor makes no representation as to the adequacy of the same for the purpose of Licensee and Licensor shall not be responsible for any interruption in utility service. Licensor may, at any time, require Licensee to contract the supplier of such service directly.

In the event Licensor provides any utility system at the Premises or agrees to pay for the cost of any utility service, Licensor makes no representation as to the adequacy of the same for the purpose of Licensee and Licensor shall not be responsible for any interruption in utility service. Licensor may, at any time, require Licensee to contact directly with the supplier of such service. Licensor shall be responsible for the general maintenance of the Premises. Licensee shall remove all trash debris, or obstructions from the Licensed Premises on a daily basis. Licensee's failure to adequately maintain the Licensed Premises may result in termination of the License.

Refer to Section 6; Licensee pays for utilities directly to provider.

#### **Section 8. Licensee's Records and Documents**

With respect to all matters covered by this Agreement, Licensee's records and documents shall be subject at all times to inspection review or audit by the City. Licensee shall supply City with any documentation that may be required by the City to file required stewardship reports to the NPS FLPP. The City reserves the right to request program data that is of a non-confidential nature as proof of acceptable utilization of the Licensed Premises.

#### **Section 9. Operations and Maintenance**

Licensee shall keep the Museum open to the public, at a minimum, on a daily basis between the hours of 1:00 pm-4:00 pm year round excepting Christmas, New Years Easter and Thanksgivings days. If the City determines that the Licensee is not using its best efforts to ensure the Museum is regularly open to the public during the aforementioned hours of operation, the City may at their discretion choose to terminate this agreement.

Licensee, at its sole expense, shall always keep the Licensed Premises in clean and well-maintained conditions, free of litter and debris and ensuring that members and visitors of the Fort-Taber-Fort Rodman Historical Association, Inc., do not cause damage to the park property. Licensee shall provide litter control on the grounds immediately surrounding the Licensed Premises.

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Licensee shall keep the Licensed Premises in such repair, order, and condition (except structural repairs) as the same are at the commencement of this Agreement, or may be put in during the continuance thereof, usual use and wear excepted; will keep in good repair, with glass of the same kind and quality as that which may be damaged or broken.

Licensee shall not be responsible for the cutting of grass and any exterior and structural repairs to the building not caused by the negligence of the Licensee.

#### **Section 10. Licenses and Permits**

All necessary licenses and permits to operate the Fort-Taber-Fort Rodman Historical Association, Inc., must be obtained from the appropriate offices before the License operation may open. All licenses and permits are subject to the Code of Enforcement for safety, health, and fire inspections.

The Licensee acknowledges that New Bedford Park Board Regulations prohibit the use of alcohol on the Park property. In the event the Licensee intends to sponsor an event or function in which alcohol is to be served or allowed on the Licensed Premises, or the grounds adjacent thereto, the Licensee shall obtain the written approval of the Park Board, and, if necessary, the New Bedford Licensing Board.

The Licensee acknowledges that in the event Licensee intends to sponsor an event outside of the Licensed Premises, which will temporarily limit access to Park property from members of the public, Licensee must obtain a one-day license from the Park Board, which shall not unreasonably be denied.

#### **Section 11. Operating Expenses and Utilities**

Licensee agrees to furnish and promptly pay for its own separately metered utilities, including, but not limited to, telephone, alarm monitoring service, telecommunication service, heat, electricity, sewer and water, rubbish disposal and janitorial service.

#### **Section 12. Non-Discrimination**

City and Licensee agree to comply with all Federal and State laws relating to nondiscrimination in connection with any use operation, program, or activity on or related to the previously described property, including, but not limited to:

- All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. – 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. – 6101 et seq.), which prohibits discrimination on the basis of age;



- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. – 794), which prohibits discrimination on the basis of handicap;
- The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and
- The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.

### Section 13. Historic Properties

City and Licensee understand and will adhere to **Section 2i.** described in **Exhibit B,** attached hereto.

### Section 14. Alterations and Improvements

No alterations, additions, or improvements to the Museum/Yacht Club building and abutting landscape shall be made by the Licensee without first having the consent, in writing, of the Park Board of Commissioners and NPS where required, which consent shall not be unreasonably withheld. Any alterations, additions, or improvements made by the Licensee after such written consent, including all fixtures installed by the Licensee, shall at the City's option remain as part of the Building to become the property of the City, or shall be removed therefrom and the Building restored to its original condition as herein set forth at the sole cost of the Licensee, at the termination of this Agreement.

### Section 15. Possibility of Reversion to USA

City and Licensee acknowledge that the Licensed Premises is subject to the possibility of reversion **with improvements, without compensation** to the USA should there be a material breach of noncompliance by the City or the Licensee for not adhering to covenants and agreements contained within **Exhibit B,** attached hereto, as well as the City's application to acquire the property from the USA.

### Section 16. Maintenance and Repair

The Licensee shall, at its own cost, repair any damage caused by the removal of fixtures, equipment, and machinery, restoring the Museum/Yacht Club to its original condition, usual use and wear excepted. The Licensee agrees to save the City harmless on account of any and all claims or other liens in connection with the Licensed Premises. The Licensee will, if required by the City, furnish such waiver or waivers of lien or bond in form and with surety satisfactory to the City, as the City may require before starting any work in connection with making alterations, additions, or improvements to the Licensed Premises.

Licensee shall, at its own cost, repair any City-owned equipment, furniture, or fixtures located within the Building. Except for emergency situations, the Licensee shall notify the Director of Parks Recreation &

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Beaches prior to making any repairs. In the case of an emergency, the Licensee shall notify the Director of Parks Recreation & Beaches of the repair as soon as reasonably possible. In the event a fixture or piece of furniture or equipment cannot be repaired or is no longer economically feasible to repair, Licensee shall replace said fixture or equipment with furniture, fixtures, or equipment of comparable quality, at the sole cost of Licensee, with the prior approval of the Park Board, which approval shall not be unreasonably withheld. All furniture, fixtures, and equipment, along with any other personal property purchased by Licensee to replace items owned by the City, shall become the property of the City at the termination of this Agreement.

Licensee shall keep the Licensed Premises in such repair, order, and condition (except structural repairs) as the same are at the commencement of this Agreement, or may be put in during the continuance thereof, usual use and wear excepted; will keep in good repair, with glass of the same kind and quality as that which may be damaged or broken.

#### **Section 17. Inspection / Access to Licensed Premises**

Licensee shall allow the Park Board representing the City or designee, and/or the Secretary of the Interior's designated representative, NPS at any and all reasonable times to inspect the Licensed Premises operated under this Agreement.

The keys to the Museum/Yacht Club shall be under the control and supervision of the Presidents of Fort-Taber-Fort Rodman Historical Association, Inc., and the Director of Parks Recreation & Beaches, except as otherwise provided in this Agreement.

The City may, at any reasonable time during the Licensee's occupancy, enter either to inspect the Museum/Yacht Club building, or to make repairs thereto, or to introduce or replace any fixture or other construction therein, but the City shall be under no obligations to make repairs to, or to introduce or replace any fixtures in or to, or to do other construction on in or to, the Building except as herein provided, or to remove, without being held liable therefore placards, signs, awnings, and the like, not expressly consented to in this Agreement.

#### **Section 18. Indemnity**

Licensee agrees to indemnify and defend the City against, save and hold it harmless from, any and all fines, claims, damages, demands, loss or liability, on account of or in connection with any injury, loss or damage to any person or property resulting or claiming to have resulted from the use of the Licensed Premises, and grounds abutting the Licensed Premises, by the Licensee, its servants, agents, employees, or visitors, or for that portion of the building not within the Licensee's exclusive control (including and without any implied limitations, both the areas inside and outside thereof) resulting or claimed to have resulted from the Licensee's omission, fault, negligence, or other misconduct.

Licensee further covenants and agrees that Licensee shall save the City harmless from all loss and damage occasioned to person, building, or any other property and equipment resulting from vandalism,





water, or by a nuisance or other condition made or suffered to, on or about the Licensed Premises by the Licensee, or its servants, agents, employees, or visitors.

**Section 19. Insurance:**

The Licensee agrees to insure and keep insured the Museum/Yacht Club Building, at replacement value, during the entire term of this Agreement, and shall name the City as an additional insured. The Building shall be insured for loss or damage by fire and all other casualties (extended coverage) by companies reasonably satisfactory to the City, and Licensee shall pay their portion of the premiums as they become due and will deliver copies of such policy or policies to the City immediately upon procurement thereof. All such policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended except after THIRTY (30) DAYS written notice to the City. A copy of such policy or policies shall be provided to the City immediately upon procurement thereof. In the event of loss or damage, the Licensee shall turn over to the City the insurance proceeds, in an amount equal to the replacement cost of the building and facilities.

Licensee shall obtain and maintain during the entire term of this Agreement at its sole cost and expense, public liability insurance with limits of not less than \$1,000,000.00 per incident and \$3,000,000.00 in the aggregate for personal injury or death and \$100,000.00 for property damage, naming the City as an insured on said policy, and shall deliver copies of said policy or policies to the City immediately upon procurement thereof.

**Section 20. Assignment and Subletting**

Licensee shall not assign this Agreement or any interest therein, nor let or sublet the premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person or entity. Said let or underlet shall be grounds for termination of this Agreement by the City or possible reversion by the USA.

**Section 21. Amendment to License Agreement**

This Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, NPS FLPP.

**Section 22. Laws and Regulations**

This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Licensee is aware of and agrees that it will use the Licensed Premises so as to conform with deeded environmental and usage controls and not violate any laws, regulations and/or requirements of the United States of America and/or Commonwealth of Massachusetts and/or any ordinance, rule, or regulation of the City of New Bedford now or hereafter made, relating to the use of the Licensed Premises.



### **Section 23. Signage**

The Licensee will not permit any sign to be installed or any holes to be drilled or made in the stone, brick work, walls, or partitions of the Building, nor permit any placards or awnings to be placed upon the Building or elsewhere on the Licensed Premises unless prior written approval has been obtained from the Park Board, which shall not be unreasonably withheld.

### **Section 24. Surrender – Waste**

The Licensee covenants, at the termination of this Agreement, to remove all goods and effects from the Licensed Premises, not already the property of the City, and to yield up to the City the Museum/Yacht Club Building and all keys, locks and, except as provided in **Section 13.** hereof, other fixtures connected therewith, and all alterations, additions or improvements to or upon the same, in good repair, order and condition in all respects, wear and use thereof and damage by accidental fire or other unavoidable casualty only excepted, and the Licensee authorizes the City to store in any public warehouse or elsewhere and in the name and at the risk and expense of the Licensee any personal property not so removed, or to sell at public or private sale, without notice, any or all of said property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property without any obligation on the part of the City.

Licensee agrees that upon expiration of this Agreement, or earlier termination thereof, Licensee shall surrender the Licensed Premises to the City in as good or better condition as they were in at the time of execution of this Agreement, ordinary wear excepted.

Licensee further agrees that is shall permit no waste nor suffer the same to be committed, nor injure nor misuse the Licensed Premises.

### **Section 25. Liens**

Licensee shall keep the assigned premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by the Licensee during the term of this Agreement or any extension or renewal thereof.

### **Section 26. Waiver**

Failure of either party to complain of any act or mission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's right hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver or breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may have under this Agreement upon any breach shall be distinct, separate, and cumulative and shall not be deemed

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**New Bedford, MA 02740**



inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

#### **Section 27. Termination**

The City may unilaterally terminate this Agreement for any cause whatsoever, at its discretion, and in addition to other rights or remedies it may have, shall have the immediate right of reentry, upon serving Licensee with thirty (30)-days prior written notice of termination, and may remove all persons and Licensee-owned property from the Licensed Premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of, the Licensee.

This Agreement shall terminate automatically if Licensee materially violates any provision of this Agreement. Furthermore, Licensee shall be liable to the City for any costs which are incurred by the City as the result of such violation.

This Agreement shall terminate automatically upon the expiration of the term of this Agreement or any renewal thereof.

Licensee may terminate this Agreement after providing thirty (30)-days written notice to the City with Licensee's intent to vacate the Licensed Premises.

#### **Section 28. Acknowledgement**

This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the City's application to acquire the property from the USA, as well as those found in the Release Agreement and Declaration of Covenants attached hereto as **Exhibit B**. Violations of said terms and conditions may be grounds for reversion of the property to the United States of America, at its discretion, and termination of this Agreement. Licensee-owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation by the USA.

#### **Section 29. Notice:**

All notices required to be given by the City to the Licensee shall be sent by registered mail addressed to the Licensee at Fort-Taber-Fort Rodman Historical Association, Inc., 1000c S. Rodney French Blvd., Fort Taber Park, New Bedford, MA 02744, or to such address that the Licensee shall, in writing, designate to the City, or shall be delivered in hand to the President of the Fort-Taber-Fort Rodman Historical Association, Inc. Whenever notice shall be required to be given to the City it shall be sent by registered mail addressed to the City at such address as shall have been last designated in writing by the City to the Licensee, the City's present address being designated as:

Director of Parks Recreation & Beaches  
181 Hillman St. Bldg #3  
New Bedford, MA 02740

With a copy to: City Solicitor  
Municipal Building  
133 William Street  
New Bedford, MA 02740



### Additional Terms

#### **Section 30. Records / Reports to the City**

On or before November 1<sup>st</sup> of each year of this Agreement, Licensee shall submit a formal Annual Summary of Activities to the Park Board. Included in the Annual Summary of Activities shall be attendance statistics; special events; the current year's past budget, along with projected budget for the following year. In addition, the Annual Report of Activities shall include a narrative description of each program and community event sponsored by Licensee, the number of participants in each program, and the prices charged by Licensee for participation in each program. The Annual Report of Activities shall also include a proposed Schedule of Events and Activities for the next calendar year and shall also include a narrative description of each program and community event proposed for the next calendar year and the prices (if any) that will be charged by the Licensee for participation in each program. The Licensee shall maintain attendance records for the Museum and all Licensee sponsored programs and those records shall be included in the Annual Report of Activities.

The Licensee shall keep records of all visitors to the Fort-Taber-Fort Rodman Historical Association, Inc. and, in order to ensure that all lectures and public presentations are videotaped in a suitable, professional manner for presentation on the City's PEG channels, the Licensee, shall provide New Bedford Cable Access with fourteen (14) day advance notice of any upcoming lectures and public presentations. The Licensee shall keep the videotapes of all lectures and public presentations and said videotapes shall be available for use by the City Library System.

#### **Section 32. Marginal Headings**

The marginal headings contained herein are not part of this License but are inserted only for convenience.

#### **Section 33. Invalidity**

If any provision of this Agreement, in whole or part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provision, which shall be invalid and in all other respects shall stand as if such invalid provision had not been made, and it shall fail to the extent and only to the extent of such invalid provision and no other portions or provisions of this Agreement shall be invalidated or affected thereby.

#### **Section 34. Entire Agreement**

This Agreement with attached **Exhibits A and B**, referenced and incorporated herein, constitute the entire agreement between the parties and shall not be modified in any manner except by an instrument, in writing, executed by the parties and the written concurrence of the National Park Service Federal Lands to Parks Program.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Approved as to form and legality:

CITY OF NEW BEDFORD

By: \_\_\_\_\_

Associate City Solicitor

By: \_\_\_\_\_

Jonathan F. Mitchell

Mayor

Fort-Taber-Fort Rodman Historical Association, Inc.,

Board of Park Commissioners

By: \_\_\_\_\_

[INSERT NAME], President

By: \_\_\_\_\_

Peter A. Boswell, Chairman