



LICENSE TO ENTER AND USE REAL PROPERTY

This instrument is a license by and between the Inhabitants and permitting authority of the Town of Dennis, Massachusetts, acting by and through its Select Board ("Licensor") and (name) _____, a Massachusetts [corporation? partnership?] with a principal place of business at Crowes Pasture Aquaculture Zone, Dennis, Massachusetts, its employees, agents, contractors and (name) _____ representatives ("Licensee").

Whereas, Licensor is the owner of certain real property described as Crowes Pasture Conservation Area and Aquaculture Grant Area, including seasonal restrictions in Sesuit Harbor as outlined in the overwintering & upweller document, hereinafter referred to as the "Property," and

Whereas, the Licensor is responsible for the care, custody, control and maintenance of said Property; and

Whereas, the Licensee desires to enter upon that portion of the Property owned by the Licensor in an area deemed suitable for commercial shellfish aquaculture propagation and harvesting, hereinafter referred to as the "Premises."

Now, therefore, Licensor hereby grants to Licensee the non-exclusive right to enter and use Grant # _____ within the Premises, and to access the Premises from the Property subject to the following terms and conditions:

1. REFERENCE DATA

Date of License: **1/1/2026 – 12/31/2026**

Mailing Address of Licensor: Town of Dennis Select Board, Town Hall

Mailing Address of Licensee: _____

Permitted Use: Aquaculture

Term of License: [12] months from the date of this License

Consideration to be paid by Licensee: \$ 100

2. RIGHTS APPURTENANT

The Licensee shall have, as appurtenant to the License hereby granted, the non-exclusive use, in common with others entitled thereto, of the Premises for the period of this License and only for the purposes of the Permitted Use defined in Section 1.

3. CONDITION OF PREMISES

Licensee acknowledges and agrees that it accepts the Premises in “as is” condition for the purpose of this License, and that Licensor has made no representation or warranty regarding the fitness of the Premises for the Permitted Use.

4. PERMITS

This agreement and all obligations hereunder are specifically dependent upon the issuance to the Licensee of all permits and licenses required to undertake the Permitted Use at the Premises in accordance with all applicable laws, regulations and governmental requirements from those governmental agencies having jurisdiction, including but not limited to: MA DEP, MA DMF, Conservation Commission, and compliance by the Licensee with such permits and licenses.

5. ALTERATION OF THE PROPERTY

Licensee shall not make any alterations or improvements upon the Premises except to undertake the Permitted Use under this License, and except to restore the Premises to their condition prior to the exercise of Licensee’s rights, immediately after they are disturbed by said Permitted Use.

6. LICENSEE’S EQUIPMENT

Licensee may bring properly permitted vehicles to be used to undertake the Permitted Use.

7. UTILITIES

Licensor makes no representation as to the operation, presence or adequacy of any utilities for the construction and maintenance purposes of Licensee and Licensor has no obligation to supply any such utilities to the Premises.

8. CONDUCT OF LICENSEE

Non-interference with Licensor’s Operations

Licensee shall at all times conduct itself so as not to interfere in any way with the operation of the Property or Premises by the Licensor.

Compliance with Laws

Licensee shall at all times perform the Permitted Use in accordance with all applicable laws, statutes, ordinances, regulations, permits, licenses, orders and requirements of governmental authorities and with all requirements of its insurance policies.

Licensee shall follow all Town of Dennis Private License Shellfish Area Procedures and Regulations.

The applicant must seek all other applicable permitting for use that may be required including but, not limited to: MA DEP, MA DMF, Conservation Commission and any other applicable permitting.

A Town of Dennis Off Road Vehicle Sticker shall be required for any vehicle entering the grant.

Repair of Damage

Licensee shall neither cause nor suffer any waste of the Premises, and shall maintain the Premises in good order at all times. The Licensee must notify the Licensor immediately should the Licensee cause any environmental damage or otherwise or repair of any and all damage to the Premises or the Property resulting from any act, failure to act or negligence of the Licensee. This obligation shall survive the termination of the License.

Sanitation

Licensee shall maintain the Premises in a sanitary condition and shall follow all directions of Licensor with regard to the collection and disposal of refuse or construction debris.

Security

Licensor is not responsible for the security of the Premises, which shall be the sole responsibility of Licensee, during the times that Licensee is using or occupying the Premises under this License.

The Town of Dennis Police, Fire and Natural Resource Departments including relevant State Agencies reserve the right to deny access at any time for public safety with notice provided if possible due to the nature of the public safety situation.

Costs of Operations

Licensee shall be solely responsible for any and all costs, expenses, damages and liabilities associated with the exercise of its rights under this License.

Annually, a one hundred dollar (\$100) permit fee shall be paid to the Town by the licensee upon the issuance of the license and thereafter on or before December 31 of each year.

Operations Limited to Permitted Use

Licensee shall not conduct any operations upon the Premises except for the Permitted Use under Section 1 of this License and except for any requirement set forth in this License.

Licensee and workers shall at all times conduct themselves so as not to interfere with the operations of the Town and shall observe and obey all applicable laws, bylaws, regulations, and related requirements.

Access may commence between one half hour before sunrise and one half hour after sunset.

A licensee, whether an individual, corporation or LLC (including shareholders and members thereof), may not have more than two (2) licensed sites.

Workers lists for grant holders must be submitted to the Shellfish Constable annually by June 1st.

The use of any portable mechanical equipment requiring a fuel and oil source or any other potential hazardous materials shall require a spill kit in the event of any incidents. The Town of Dennis will be notified immediately in the event of any such contamination.

Trailers will be allowed on the grants in early spring and winter for the sole purpose of gear deployment and removal. Emergency conditions (weather) will allow for this usage at any time.

Any seed sales from one grant holder to another need to be documented and reported to the Shellfish Constable as well as having the proper DMF endorsements. Tracking of seed is the priority. Aquaculture License Holders shall notify the Shellfish Constable prior to transplanting annual shellfish seed from approved DMF hatchery, notification shall be in writing with attached documentation for source and species adhering to the Town of Dennis Privately Licensed Shellfish Area Procedure & Regulations.

The sale of shellfish to the public at Crowes Pasture is prohibited.

The Town reserves the right to enter upon the Premises at any time and from time to time for the purpose of ensuring compliance with the terms of this approval.

Tour parties of more than 20 require carrying a special permit per Town of Dennis Conservation Rules and Regulations.

Dogs must be on leash at all times when posted per Dennis by-laws.

Access to Crowes Pasture may be restrictive during weather related events and any State of Emergencies.

9. RISK OF LOSS

Licensee agrees that it shall use and occupy the Premises at its own risk, and the Licensor shall not be liable to Licensee for any injury or death to persons entering the Premises pursuant to the License, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of the Licensee, or of anyone claiming by or through any of them, that are brought upon the Premises pursuant to the License, except if such injury, death, loss or damages is caused by the willful act or gross negligence of Licensor, or its employees, agents, contractors or invitees.

10. INDEMNIFICATION

Licensee agrees to indemnify, defend and hold harmless the Licensor against any claim by any person for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Premises or the Property or relating in any way to Licensee's exercise of its rights under this license.

The Town will not be held liable for any damage to a licensed area, gear, stock, personal or any individual injury at any time.

11. INSURANCE

The Licensee shall keep in force, at its sole cost and expense, during the full term of this License, comprehensive public liability insurance, in the amount of one million dollars (\$1,000,000), insuring the Licensee and the Licensor against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Premises or as a result of the exercise by Licensee of the rights granted by this License and naming the Town of Dennis, as a named insured. Failure to obtain and keep in force said insurance, and failure to provide the Licensor with proof of same, shall automatically terminate this License and any rights granted herein.

12. RIGHTS OF LICENSOR TO ENTER

The Licensor reserves the right and the Licensee shall permit the Licensor and its employees, contractors, agents and invitees to enter upon and use the Premises at any time and for any and all purposes at Licensor's sole discretion, provided that Licensor's use shall not interfere with Licensee's Permitted Use. This approval shall be revocable at will by the Town upon notification of revocation to The Licensee _____ (initial).

13. MODIFICATION and AMENDMENTS

The Town may modify or amend this License Agreement at any time. This approval is subject to any and all additional conditions or requirements placed by the Department of Natural Resources, the Beach Department, the Department of Public Works, the Police Department, Harbormaster, and State Laws.

14. TERMINATION

This License is terminable at any time by the Licensor following notice by certified U.S. Mail, return receipt requested, to the other party. This License shall expire on the date specified in such notice. This approval shall be revocable at will by the Town upon notification of revocation to The Licensee _____ (initial).

In the event that this approval is terminated by revocation or upon completion of the project, The Licensee _____ (initial) at their own expense shall remove all property from the Premises, and restore the Premises to its original condition as at the commencement of this approval, as nearby as possible. This obligation shall survive the termination of this approval.

15. NO ESTATE CREATED

This License shall not be construed as creating or vesting in Licensee any estate in the Premises or Property or any interest in real property.

16. MISCELLANEOUS

This License may not be modified except in writing, duly executed by both parties.

This License must follow all local and State regulations and laws regarding the transfer of said License. This License can't be pledged to any other party.

This License contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the License.

The Licensee is not authorized to bind or involve the Licensor in any contract or to incur any liability for or on the part of the Licensor; likewise, the Licensor, its employees, agents, contractors or invitees, is not authorized to bind or involve the Licensee in any contract or to incur any liability for or on the part of the Licensee.

If any portion of this License is declared to be illegal, unenforceable or void, then all parties to this License shall be relieved of all obligations under that portion; provided, however, that the remainder of this License shall be enforced to the fullest extent permitted by law.

The captions in this License are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this License or any of the provisions thereof.

This License shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this License shall be brought in courts within the Commonwealth of Massachusetts.

This License is to take effect as a sealed instrument.

LICENSEE:

Authorized Signature: _____

Print Name: _____

Title: _____

Date: ____/____/____

LICENSOR: TOWN OF DENNIS

Date: _____

By: The Dennis Select Board, Chairman