

**AMENDMENT EXTENDING THE TERM
TO TEMPORARY SIDEWALK/STREET RESTAURANT PATIO LICENSE,
MAINTENANCE AND INDEMNIFICATION AGREEMENT/AMENDMENT
DUE TO COVID-19 CRISIS**

THIS AMENDMENT EXTENDING THE TERM TO TEMPORARY LICENSE, MAINTENANCE AND INDEMNIFICATION AGREEMENT/AMENDMENT (the “Amendment”) is made as of **this _____ day of _____, 20____** (the “Date of this Amendment to Temporary License Agreement”), by and between the CITY OF CAMBRIDGE (the “City” or “Licensor”) and _____ (**“Licensee”**).

WHEREAS, Licensee is the owner and/or operator of the **restaurant known as the _____ (the “Restaurant”), located at _____, Cambridge, Massachusetts (the “Site”); and**

WHEREAS, Governor Baker issued on June 1, 2020 COVID-19 Order No. 35, an *Order Clarifying the Progression of the Commonwealth’s Phased Workplace Re-Opening Plan and Authorizing Certain Re-Opening Preparations at Phase II Workplaces* (the “Order No. 35”), which authorizes an expedited and streamlined process for the Cambridge Board of License Commissioners and the City to license a change in premises of a licensed establishment in order to expand outdoor dining areas; and

WHEREAS, Order No. 35’s provisions concerning change in premises for licensed establishments was in effect until November 1, 2020; and

WHEREAS, on _____, the City entered into the Temporary License Maintenance and Indemnification Agreement (the “Temporary License Agreement”) with the Licensee for a term from the Date of the Temporary License Agreement through November 1, 2020, unless such termination date was subsequently permitted to be modified by the Governor or the Legislature to allow an outdoor extension of the Restaurant at the Site onto City Property for the purpose of serving meals with alcoholic beverages; and

WHEREAS, on September 10, 2020, Governor Baker issued COVID-19 Order No. 50 (“Order No. 50”) which extends outdoor dining provisions and any approval issued under Order No. 35 or Order No. 50 to sixty (60) days past the end of the state of emergency; and

AMENDMENT EXTENDING THE TERM to COVID-19 Temporary Agreement

For Use of Sidewalk/Street

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WHEREAS, the Licensee and the City have agreed to amend the Temporary License Agreement by amending the Term of the Temporary License Agreement; and

NOW THEREFORE, for and in consideration of the mutual consideration and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. **Defined Terms:** Capitalized terms used but not defined in this Amendment shall have the meaning ascribed to them in the Temporary License Agreement.

2. **Extended Term:** The Extended Term of the Temporary License Agreement shall run from the Date of the Temporary License Agreement to sixty (60) days past the end of the state of emergency issued by Governor Baker (the "Extended Term"). The license issued under this Temporary License Agreement ("License") shall run from the Date of the Temporary License Agreement through the Extended Term, subject to all terms and conditions set forth in the Temporary License Agreement unless the Temporary License Agreement or the License granted by it are otherwise terminated pursuant to Section 6 therein, and provided further that Licensee has obtained and continues to maintain in good standing all applicable federal, state and City approvals, permits, and/or licenses for the activities permitted by the Temporary License Agreement.

4. **Agreement in Full Force:** All provisions of the Temporary License Agreement shall remain in full force and effect and unchanged, except as provided herein.

IN WITNESS HEREOF, the Parties hereto have executed this Amendment Extending the Term as of the day and year first above written.

CITY OF CAMBRIDGE, BY

Louis A. DePasquale
City Manager

Approved as to Form:

Nancy E. Glowa
City Solicitor

_____, **BY**
(Name of Establishment)

(Signature)

Duly Authorized,

Print Name: _____

Title: _____