

LICENSE AGREEMENT

This LICENSE AGREEMENT (the "Agreement"), is made and entered into as of March 04, 2019, between the City of Beacon, a municipal corporation, duly organized and existing under the laws of the State of New York, having its principal office at One Municipal Center, Beacon, New York 12508 (hereinafter "Licensor" or the "City") and Things You Love Events, LLC, duly organized and existing under the laws of the State of New York, having its principal place of business at 35 North Elm Street, Beacon, New York 12508 (hereinafter "Licensee").

RECITALS

A. The City is the owner of certain real property known as the Henry Street Parking Lot #1, located at the intersection of Henry Street and South Chestnut Street, Beacon, New York (the "Property").

B. Licensee has requested a license to enter upon and use the Property for the purpose of operating a flea market on the Property on Sundays during the months April through November, from 7:00 a.m. to 4:00 p.m.

C. Licensor is willing to grant the requested permission subject to and upon the following terms and conditions:

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

(1) **GRANT**: Subject to the terms and conditions of this Agreement and upon representation from Licensor that it is the owner of the Property the Licensor hereby grants to Licensee a non-exclusive license (the "License") to enter upon and use the Property solely for the purpose of the Permitted Use as defined in Paragraph Four (4) below.

(2) **TERM**: Subject to the terms of this Agreement, the term of the License shall commence upon the date of execution of this Agreement by the parties hereto and continue until November 30, 2019. The Property shall not be used by Licensee on the Spirit of Beacon day. The City further reserves the right, upon two (2) weeks prior notice, to make the Property unavailable for Licensee's use in the event it is required for use by the City for a City event or a third party event the City has authorized to use the Property. Either party, without cause, may terminate this Agreement on thirty (30) days written notice.

have owners remove vehicles from the Property starting Saturday evening before the flea market is scheduled to operate. The City shall have no obligation to ensure that vehicles are removed from the Property. Any vehicles remaining on the Property after 8:00 p.m. on a Saturday shall be roped off in a manner to protect them from damage and a notice placed on the car with a phone number for the owner to call in the event the owner wishes to remove the vehicle. Licensee shall cooperate with the car owner so the car may leave the Property.

- g. During the period the flea market is in operation, the entrance into the Property from South Chestnut Street and the Southeast exit from the Property onto Henry Street will remain open. The Southwest exit onto Henry Street shall be closed during the operation of the flea market;
- h. The Licensee shall maintain four to six trash barrels distributed throughout the Property during the operation of the flea market. All trash barrels shall be maintained by Licensee and emptied and removed each Sunday at the time the flea market operations conclude;
- i. The Licensee shall offer at least one stall to the City of Beacon School District during any week the flea market is in operation, at no charge; and
- j. No food or beverage vendors will be allowed to operate on the Property.
- k. The installation, at Licensor's discretion, during the term of this Agreement, at Licensee's cost, of the following signs (to be provided by Licensee) within the public right of way in the following locations: (i) Two signs back to back at Teller and Henry on an existing aluminum lamp pole; (ii) One sign on an existing pole on Wolcott and Teller; (iii) Two signs on opposite sides of Wolcott, approaching Main Street, on existing posts.

(5) **MAINTENANCE:** The Licensee shall be responsible for maintaining the Property at all times the Property is being used for the Permitted Use. Licensee shall ensure that the Property is clean, that all garbage is disposed of properly and that all vendor's equipment and barriers are removed by 4:00 p.m. each Sunday following the operation of the flea market.

(6) **SUPERVISION:** Licensee shall be responsible for and take all precautions for the protection of all persons and of real and personal property using the Property for the Permitted Use.

promptly comply with all insurance underwriters, rules, orders, regulations, or requirements relating to such insurance policies, and shall not do or permit anything to be done in or about the Property which shall increase the rate of insurance on the Property.

(10) **INDEMNIFICATION**: Licensee shall defend, indemnify, protect, and hold harmless Licensor and its respective elected officials, officers, employees, agents, contractors, subcontractors or legal representatives, (the "Licensor Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected with the License granted hereunder for the Property or any portion thereof or any of Licensee's activities on the Property, unless caused by the acts or omissions of Licensor; (ii) arise from or are in any way connected with any act or omission of Licensee or Licensee's invitees; (iii) result from any default of this Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's or the Licensee's invitees' property or equipment on the Property; or (v) result from injury to any person or property or loss of life sustained in or about the Property caused by or arising out of Licensee or Licensee's acts or omissions, all regardless of whether such claims are asserted or incurred before, during, or after the term of this Agreement. Licensee's obligations under this paragraph shall survive the revocation or termination of this Agreement.

(11) **WAIVER OF RESPONSIBILITY**: Neither Licensor nor the Licensor Parties shall be liable for, and Licensee waives, all claims for loss or damage, economic or otherwise, to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Property, or any part of the Property, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct by Licensor. To the maximum extent permitted by law, Licensee shall use and occupy the Property and such other portions of the Property as Licensee is herein given the right to use, at Licensee's own risk.

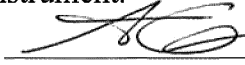
(12) **VACATION OF PREMISES**: Upon termination of this Agreement, Licensee shall promptly (i) refrain from accessing and/or using the Property, and (ii) return the Property to its original condition prior to the Permitted Use. Licensee shall repair any damage to the Property caused by Licensee's use thereof.

(13) **GOVERNING LAW**: This Agreement shall be governed and construed in accordance with the laws of the state in which the Property is located and shall not be modified, altered, or amended except in writing as agreed to by the parties hereto.

(14) **NOTICES**: All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service, all to the following addresses:

STATE OF NEW YORK)
)
COUNTY OF DUTCHESS) SS.:

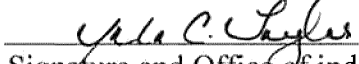
On the 2 day of April in the year 2019 before me, the undersigned, personally appeared Emma Downing, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Signature and Office of individual taking acknowledgement
Deputy City Clerk

STATE OF NEW YORK)
)
COUNTY OF DUTCHESS) SS.:

AMANDA C CAPUTO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01CA6385252
Qualified in Dutchess County
Commission Expires Dec. 31, 2022

On the 6th day of March in the year 2019 before me, the undersigned, personally appeared Anthony Ruggiero, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Signature and Office of individual taking acknowledgement

IOLA C TAYLOR
Notary Public - State of New York
NO. 017A6154600
Qualified In Dutchess County
My Commission Expires 10.23.2022