

RIVERFRONT POOL LICENSE AGREEMENT

[LOCATION TBD]

This License Agreement (this "License Agreement") made as of this ____ day of November, 2017, by and between **City of Beacon** (hereinafter "Licensor"), having an address at One Municipal Plaza, Suite 1, Beacon, New York 12508 and between **Pete & Toschi Seeger Riverfront Park** (hereinafter "Licensee"), having an address at P.O. Box 173, Beacon, New York 12508 [Confirm].

WHEREAS, this Agreement sets forth the rights and obligations of the parties in connection with the operation of the Riverfront Pool equipment shed.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is agreed as follows:

1. **Grant of License.** Subject to all of the terms and conditions of this License Agreement, Licensor grants to Licensee a personal, revocable and non-assignable license to the area located at _____ to install a storage shed to store equipment used by the Licensee (the "Permitted Use"), and for no other purpose or use without Licensor's prior written consent, which may be given or withheld in Licensor's sole and absolute discretion.
2. **License Area.** The License Area to which this License applies, including the equipment shed built thereon, shall be the _____ (collectively, the "License Area"). Licensee acknowledges and agrees that it has inspected the License Area and agrees to accept the License Area in the condition existing on the Commencement Date "as is" and Licensor has no obligation to perform any work, supply any materials, incur any expense or make any alterations or improvements to prepare the License Area for Licensee use thereof.
3. **Term.** The term of this Agreement (the "Term") shall commence on the date hereof (the "Commencement Date") and shall expire on the date which is no later than November __, 2018 (the "Expiration Date"), unless sooner terminated in accordance with the terms and provisions of this License Agreement.
4. **License Fee.** Licensee shall pay the "License Fee" to Licensor of \$_____, per month, which shall be due and payable on the date hereof.
5. **Maintenance and Repairs.** Throughout the Term of this License Agreement Licensor shall have no obligations to make any repairs to the Licensed Area. Licensee, at its sole cost and expense, shall make any and all repairs to the Licensed Area. If Licensee shall fail to perform every such repair, Licensor shall have the right, but not the obligation, to perform the same, Licensee shall within five (5) days of Licensor's demand therefor, pay to Licensor, as an Additional License Fee, an amount equal to the cost of such repair.
6. **Rules and Regulations.** Licensee shall comply with all reasonable rules and regulations that may be made effective by Licensor from time to time, provided that Licensor provides Licensee with reasonable advance notice of such rules and regulations. Licensee further agrees that it shall maintain the License Area in a good, clean and safe condition.
7. **Compliance with Laws.** Licensee shall, at its sole cost and expense, comply with all laws, statutes, ordinances, orders, rules and regulations of federal, state, city and municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon the Licensor or the Licensee with respect to the Licensee's use of the License Area. Licensee shall, at its sole cost and expense, obtain all licenses, permits and approvals which may be required for the conduct of its business within the provisions of this License Agreement.
8. **Insurance.** Licensee shall, at its sole cost and expense, maintain and keep in full force and effect during the Term (and any renewal thereof) the following types of insurance, naming Licensee as insured, and Licensor and Licensor's lender (to be identified by Licensor) as additional insureds:

- (a) General Liability Insurance, with limits of no less than \$1,000,000 each occurrence and \$2,000,000.00 annual aggregate.

- (b) Workers' Compensation and Employers' Liability, covering operations in New York State policy limits must equal New York State requirements.

Licensee shall provide the City Clerk with copies of all certificates of insurance, which shall name the City as additional insured.

9. **Modifications and Notices.** Wherever in this Agreement notices are required to be delivered by one party to the other, then the same shall be in writing by first-class mail or personal delivery and addressed to the Licensor at City Hall at 1 Municipal Plaza, Beacon, New York 12508, and to the Licensee at the address set forth above. Any modifications to this Agreement are required to be in writing and executed by both parties. This Agreement contains the entire understanding between the parties.

10. **Indemnification.** Licensee agrees to indemnify, defend with counsel acceptable to Licensor, and hold harmless Licensor, and Licensor's principals, members, officers, employees, directors, agents, ground lessors, mortgagees, and all of their successors and assigns, from and against all legal actions, liabilities, obligations, causes of action, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may arise in any manner out of Licensee's use or operation of the License Area or this License Agreement, and/or in connection with loss of life, bodily or personal injury or property damage arising from or out of all acts, failures, omissions or negligence of Licensee, or his or her agents employees or contractors. Licensee further agrees that in the event an action or proceeding is brought by Licensor to enforce any of the terms of this License Agreement, and Licensor prevails in such action or proceeding in whole or in part, Licensee shall be required to pay all reasonable attorney fees and expenses incurred by Licensor.

11. **Default.** In the event that the Licensee fails to pay any fees due the Licensor under this Agreement or otherwise breaches any of the terms of this Agreement, or if the Licensed Area is needed for a public purpose, then and in said event, and upon five (5) business days written notice to the Licensee, the Licensor may terminate this Agreement. The parties acknowledge that this Agreement is not a lease agreement and that the relationship between the parties is not a landlord/tenant relationship. The parties acknowledge that this Agreement is a license agreement between the parties which may be terminated pursuant to the terms herein.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this License Agreement as of the date and year first above written.

LICENSOR:

CITY OF BEACON

By: _____
Name: Anthony Ruggiero
Title: City Administrator

LICENSEE:

PETE & TOSCHI SEEGER RIVERFRONT PARK

By: _____
Name: _____
Title: _____