

LICENSE AGREEMENT

This License Agreement (the "Agreement"), dated _____, 2018, is made by and between _____ ("Licensee"), with a principal place of business located at _____ and the City of Beacon, having offices at 1 Municipal Plaza Beacon, NY (the "City") (Collectively, the "Parties").

WHEREAS, Licensee has obtained a permit from the City Administrator to place a dumpster or similar large waste container on public property in the City of Beacon ("Dumpster Permit") as required in Chapter 102, Article I of the Code of the City of Beacon; and

WHEREAS, Licensee desires to obtain the limited right to use City-owned property to maintain a dumpster or similar large waste containers.

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

1. Grant of License. The City does hereby agree to provide Licensee during the term of this Agreement a right for Licensee's employees and invitees to utilize and maintain the area within a portion of City-owned property that the dumpster(s) is located on (the "License Area"). The License Area is identified on **Exhibit A**, which is attached hereto. Under this Agreement, Licensee (or its designee) may also access the License Area for removal of all trash, debris and rubbish from the dumpsters and other waste containers.
2. Term. Unless otherwise terminated as provided for in this Agreement the initial term of this Agreement shall be for a term of one year. The term of this Agreement shall commence as of the effective date hereof. This Agreement may be renewed for additional one-year terms on the written consent of both parties.
3. License Fee. The Licensee shall pay fee as set forth on the City of Beacon fee schedule pursuant to Section 102-5 of the Code of the City of Beacon.
4. Maintenance of License Area.
 - a. Licensee shall build an enclosure for the dumpsters and other waste containers to the satisfaction of the City Highway Superintendent. Licensee shall obtain all required permits and approvals prior to construction of any enclosure. Licensee shall maintain said enclosure and the area in and around the enclosure as approved and to the satisfaction of the City Highway Superintendent.
 - b. Dumpsters and other waste containers are prohibited from being filled passed their spill line.
 - c. Licensee shall keep the License Area, dumpsters and other waste containers clean and free of litter. All graffiti on the dumpsters, other waste containers or dumpster

enclosure shall be removed within 24 hours. Should the Licensee fail to keep the License Area, dumpsters, other waste containers or dumpster enclosure clean and free of litter and graffiti, the City Administrator has the option of terminating this Agreement and revoking Licensee's dumpster permit. In addition, if the Licensee fails to clean up the License Area after receiving written notice to do so and the City is caused to perform the cleanup, the Licensee is hereby charged the cost incurred by the City plus an administrative fee as set forth on the City of Beacon fee schedule for each such cleanup.

- d. Dumpsters or other waste containers used for garbage and trash shall be covered and watertight at all times. Dumpsters or other waste containers used for construction and other waste shall be covered to prevent dust and debris from blowing out.
 - e. Waste disposed of in dumpsters or other waste containers shall only be generated from the parcel on which the dumpster is located.
 - f. Dumpsters or other waste containers must be emptied or removed once filled or within seven days of notification from the City Highway Superintendent. Notification shall be by personal service on the property owner and/or the occupant of said parcel.
 - g. Pursuant to Section 102-5 of the Code of the City of Beacon, the fine for any violation of this provision shall be up to \$1,000 per day or a portion thereof.
 - h. Licensee shall comply with all federal, state, county and local laws and regulations.
5. Indemnity. Licensee shall bear all risk of loss and be solely responsible for all claims for personal injury, bodily injury (including, without limitation, death) and property damage that may arise from or in connection with the operation or use of the License Area or accessing the License Area or from or out of any act or omission of Licensee, its officers, directors, agents, guests, patrons, employees or representatives. Licensee agrees to indemnify, defend and hold harmless the City and its officers, appointed or elected officials, employees, volunteers, successors, and assigns from any liability, or loss or expense incurred or suffered in consequence of bodily injury (including death) or damage to any property arising out of or in connection with Licensee's use of the License Area.
6. Insurance. Licensee shall, at its expense, maintain during the term of this Agreement, comprehensive general liability insurance and property damage insurance under policies issued by insurers of recognized responsibility in a form acceptable to the City with limits of not less than \$1,000,000.00 for personal injury, bodily injury, death, or for damage or injury to or destruction of property (including the loss or use thereof). A certificate of such insurance naming the City as an additional insured thereunder shall be provided by Licensee to the City prior to the effective date.

7. Termination. This Agreement shall terminate upon (i) Licensee's failure perform its obligations arising by, through or under the terms of this Agreement, or (ii) Lapsing of the insurance coverages or failure to provide proof of such insurance to the City upon request; or (iii) upon thirty (30) days advance written notice from one party to the other. Upon termination of this Agreement, Licensee shall remove the dumpsters, any other waste containers and dumpster enclosure within 30 days of written notice and return the License Area to its original condition.
8. Alternations, Improvements and Supplies. Licensee shall not make any alterations or improvements to the License Area, without the prior written consent of the City in each instance, which consent may be withhold in the City's sole and absolute discretion.

IN WITNESS WHEREOF, the parties hereto have signed this instrument as of the date first written above.

_____, Licensee

City of Beacon, Licensor

By:

Title:

By:

Title:

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

On the day of _____, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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

On the day of _____, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

EXHIBIT A

License Area

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