

License Agreement

THIS REVOCABLE License made this ____ day of _____, 2018, between the COUNTY OF DUTCHESS, 22 Market Street, Poughkeepsie, New York 12601, "Licensor", and the CITY OF BEACON, 1 Municipal Plaza, Beacon, New York 12508, "Municipality", and 226 Main Street Beacon LLC, 1 East Main Street, Unit 101, Beacon, New York 12508, "Licensee".

W I T N E S S E T H:

WHEREAS, Licensor owns and operates a government facility at 223 Main Street in the City of Beacon, New York, known as the Beacon Center, with on-site parking for employees, the public, and patrons of the facility, and

WHEREAS, Licensee requires eight (8) overnight off-street parking spaces for its property located at 226 Main Street, Beacon, New York which is on the opposite side of Main Street from Licensor's Beacon Center, and

WHEREAS, the Licensor's Beacon Center parking lot is underutilized during overnight hours and such use by the Licensee will not create operational problems for parking needs during normal business hours at the Beacon Center, and

WHEREAS, the Municipality, through its law enforcement and parking enforcement resources, agrees to strictly enforce permitted parking as described herein, and

WHEREAS, Licensor is willing to assist Licensee with additional parking at the Licensor's facility under certain conditions, now, therefore, Licensor hereby offers to Licensee the use of its Beacon Center parking lot situate at 223 Main Street, Beacon, New York, upon the terms and conditions hereinafter set forth:

1. Licensor shall make eight (8) parking spaces available to the Licensee for overnight parking of tenants of 226 Main Street, Beacon, New York 12508. Said designated parking spaces shall be located as shown on the attached Exhibit "A".
2. Licensor shall provide and install parking regulation signs to indicate which eight (8) spaces are available to the Licensee for overnight parking.
3. Parking is permitted in the eight (8) designated spaces only between 6:00pm and 8:00am, Monday through Friday, and at all times on Saturday and Sunday, and only by vehicles that display a valid permit issued by the Licensee.

4. Licensee shall issue no more than eight (8) permit cards or stickers to tenants which must be displayed in clear sight within any vehicle that is parked in one of the eight (8) designated spaces.
5. Licensee is responsible to issue and revoke permits as needed, and to make sure that only eight (8) valid permits for tenants of 226 Main Street are in circulation at any time. Licensee shall coordinate permit issuance with City of Beacon Police Department to provide for the enforcement of permitted parking.
6. In consideration for Licensor providing eight (8) designated overnight parking spaces, Licensee agrees to pay to Licensor \$15.00 per parking space per month, equal to \$120.00 per month, equal to \$1,440.00 annually.
7. Licensee shall make an annual payment of \$1,440.00 to Licensor by the 1st day of January for the following twelve months use of the eight (8) designated parking spaces. Checks shall be made payable to "DUTCHESS COUNTY COMMISSIONER OF FINANCE" and remitted to Dutchess County DPW, 626 Dutchess Turnpike, Poughkeepsie, New York, 12603, ATTN: Business Office.
8. Licensee shall hold Licensor harmless for all claims, suits or actions for damages resulting from the use of the parking lot pursuant to this agreement or by any activity by tenants, employees, officers or agents of the Licensee in connection with this agreement. Licensee shall furnish Licensor with proof of insurance coverage as set forth in the attached Exhibit "B."
9. This License may be revoked by Licensor at any time, with or without cause, upon thirty (30) days' notice to Licensee at 1 East Main Street, Unit 101, Beacon, New York 12508.
10. Any notices to the Licensor shall be directed to the Dutchess County Commissioner of Public Works, 626 Dutchess Turnpike, Poughkeepsie, New York, 12603.

Any notices to the Municipality shall be directed to the City Administrator, 1 Municipal Plaza, Beacon, New York 12508.

Any notices to the Licensee shall be directed to Gary Joseph, 226 Main Street Beacon LLC, 1 East Main Street, Unit 101, Beacon, New York 12508.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

APPROVED AS TO FORM:

COUNTY OF DUTCHESS

County Attorney

By: _____
Marcus J. Molinaro
County Executive

APPROVED AS TO CONTENT:

CITY OF BEACON

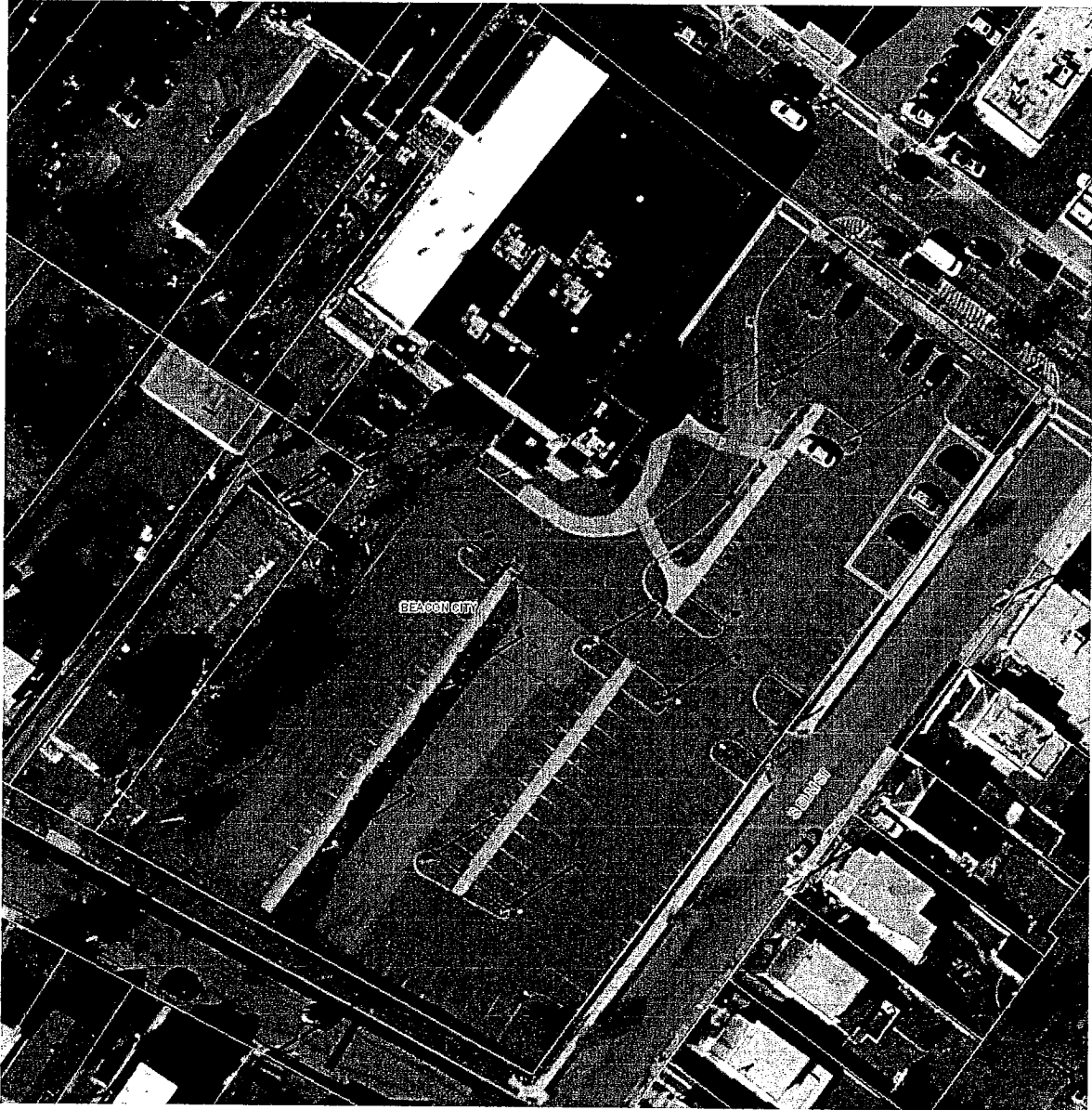
Commissioner of Public Works

By: _____
Randy Casale, Mayor

226 MAIN STREET BEACON, LLC

By: _____
Gary Joseph
President

EXHIBIT A



☐ 8 SPACES FOR OVERNIGHT PARKING FOR 226 MAIN STREET BEACON, LLC

EXHIBIT B

At all times during the term of this Agreement, the Licensee and his sub-contractors, if any, shall maintain at his own cost the following insurance and shall provide proof thereof to the County, in the form of a Certificate of Insurance, prior to commencing work under this Agreement:

Worker's Compensation Employer's Liability (statutory limits). In compliance with the Workers' Compensation Law of the State of New York, each Licensee shall provide:

- a. a certificate of insurance on an Acord form indicating proof of coverage for Worker's Compensation, Employer's Liability, **OR**
- b. a New York State Workers Compensation Notice of Compliance (Form C-105, Form U-26.3, Form SI-12 or Form SI-105.2P).
- c. In the event that the Licensee is exempt from providing coverage, he must provide a properly executed copy of the Certificate of Attestation of Exemption from NYS Workers' Compensation Board, Form CE-200.
- d. A certificate of participation in a self-insurance program. The department responsible for the implementation of the Agreement will obtain verification from the Director of Risk Management for those municipalities participating in the Dutchess County Self-Insured Plan.

Commercial General Liability Insurance coverage including blanket contractual coverage for the operation of the program under this Agreement with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance shall be written on an occurrence coverage form and include bodily injury and property damage liability. The County must be listed as additional insured. The additional insured endorsement for the Commercial General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations.

Automobile Liability Insurance coverage for all owned, scheduled, hired, and non-owned vehicles with a combined single limit of liability of not less than \$1,000,000. This insurance shall include coverage for bodily injury and property damage. The County must be listed as additional insured.

The Acord form certificate of insurance must contain the following provisions:

- (A) The County of Dutchess must be listed as certificate holder and additional insured on the commercial general, umbrella/excess, and automobile liability policies. In addition, the commercial general liability policy must include the additional insured endorsement forms cg 2037 July 2004 edition and the cg 2010 April 2013 edition or their equivalent.
- (B) The commercial general and automobile policies are primary and noncontributory.
- (C) The commercial general liability, auto liability and workers compensation policies must contain a waiver of subrogation in favor of the County of Dutchess.
- (D) The umbrella/excess policy is primary and noncontributory and must contain a waiver of subrogation in favor of the County of Dutchess.
- (E) If the workers compensation Notice of Compliance is used instead of the Acord certificate of insurance, the Notice of Compliance must indicate that a waiver of subrogation in favor of the County of Dutchess is provided.

All policies of insurance referred to above shall be underwritten by companies authorized to do business in the State of New York with an A.M. Best financial strength rating of A- or better. In the alternative, the policies of insurance referred to above may be underwritten by Non-Admitted companies with an A.M. Best financial strength rating of A+ or higher. In addition, every policy required above shall be primary and noncontributory. Any insurance carried by the County, its officers, or its employees shall be excess and noncontributory insurance to that provided by the Licensee. The Licensee and his sub-contractor(s), if any, shall be solely responsible for any deductible losses under each of the policies required above.

Prior to cancellation or material change in any policy, a thirty (30) day notice shall be given to the County Attorney at the address listed below:

Dutchess County Attorney
County Office Building
22 Market Street
Poughkeepsie, New York 12601

On receipt of such notice, the County shall have the option to cancel this Agreement without further expense or liability to the County, or to require the Licensee to replace the cancelled insurance policy, or rectify any material change in the policy, so that the insurance coverage required by this paragraph is maintained continuously throughout the term of this Agreement in form and substance acceptable to the County. Failure of the Licensee to take out or to maintain, or the taking out or the maintenance of any required insurance, shall not relieve the Licensee from any liability under this Agreement nor shall the insurance requirements be construed to conflict with or to limit the obligations of the Licensee concerning indemnification.

All losses of County property shall be adjusted with and made payable directly to the Licensor.

All Certificates of Insurance shall be approved by the County's Director of Risk Management or designee prior to commencement of any work under this Agreement.

In the event that claims in excess of these amounts are filed in connection with this Agreement, the excess amount or any portion thereof may be withheld from payment due or to become due the Licensee until the Licensee furnishes such additional security as is determined necessary by the County.