

PARKING LOT AGREEMENT

THIS PARKING AGREEMENT (this “Agreement”) has been made as of the ____ day of _____, 2019, by and between the United States Golf Association (the “Association”), a not-for-profit corporation organized under the laws of the State of Delaware, located at Golf House, 77 Liberty Corner Road, Liberty Corner, New Jersey 07938, and the Village of Mamaroneck (“Owner”), located at 123 Mamaroneck Avenue, Mamaroneck, New York 10589-8500.

WITNESSETH:

WHEREAS, the Association will host the 2020 U.S. Open Championship (the “Championship”) at Winged Foot Golf Club from Monday, June 15, 2020 through Sunday, June 21, 2020, including any such succeeding day or days that may be required for a play-off or postponement of the Championship;

WHEREAS, the Association desires to use certain real property owned by Owner and more particularly described in Exhibit A, attached hereto and made a part hereof (referred to herein as “Harbor Island,” “Columbus Park,” and collectively as the “Properties”), as parking facilities for the purpose of parking automobiles and shuttle bus staging during the Term (as such term is defined below); and

WHEREAS, the Owner desires to provide use of the Properties to the Association for such purpose.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises, covenants and conditions hereinafter set forth and other good and valuable consideration, the Association and the Owner hereby agree as follows:

1. PURPOSE

The Properties shall be used by the Association for the purpose of parking vehicles, staging shuttle buses, screening individuals, and shuttling individuals to and from the Properties to the Championship and other related purposes during the Term of this Agreement. The Properties shall be used for no other purpose without the prior written consent of the Owner, which consent may be withheld in the Owner’s sole discretion.

2. REPRESENTATION BY THE OWNER

The Owner represents and warrants that it (a) is the legal owner of the Properties; (b) has the authority to grant to the Association the rights set forth in this Agreement; and (c) has not made any other agreement granting use of the Properties during the Term of this Agreement.

3. TERM

The terms of this Agreement (defined herein as “Term 1” as it relates to the time five hundred (500) segregated parking spaces located at Harbor Island are utilized, “Term 2” as it relates to the time Columbus Park is utilized and collectively referred to as the “Terms”) shall be comprised of exclusive and non-exclusive periods as follows: (a) Term 1 is an exclusive period commencing at 12:01 a.m., Friday, June 5, 2020 and concluding at 11:59 p.m. on Monday, June 22, 2020, provided,

however, that Term 1 shall be automatically extended to include any such succeeding day or days that may be required for a play-off or postponement of the Championship; (b) Term 2 shall be comprised of a non-exclusive period commencing at 12:01 a.m. on Monday, June 8, 2020 and concluding immediately prior to the exclusive period which commences 12:01 a.m. on Monday, June 15, 2020 and ends at 11:59 p.m. on Sunday, June 21, 2020, provided, however, that the exclusive period of Term 2 shall be automatically extended to include any such succeeding day or days that may be required for a play-off or postponement of the Championship, and (c) a non-exclusive period commencing upon the conclusion of the Terms and continuing for a maximum of seven (7) days thereafter, for the purpose of cleaning and restoring the Properties. Notwithstanding the foregoing, the Association acknowledges and agrees that (a) certain Harbor Island guests shall and must have parking access for use of Harbor Island during Term 1; (b) the Association shall use its best efforts to work with the Village to accommodate such guests; (c) the designated portion of Harbor Island utilized by the Association shall be sectioned off from the portion of Harbor Island utilized by the Village; and (d) guests of the Association shall be provided with hangtags distributed by the Association which will enable such guests to park in certain Association-designated areas at Harbor Island.

4. CONSIDERATION

In consideration for the use of the Properties, the Association shall pay the Owner a fee of Fifty Thousand Dollars (\$50,000.00) which fee shall be payable as follows (i) Fifteen Thousand Dollars (\$15,000.00) upon the mutual execution of this Agreement and receipt of an invoice by the Association's Accounts Payable Department; (ii) Fifteen Thousand Dollars (\$15,000.00) on or before June 1, 2020; and (iii) Twenty Thousand Dollars (\$20,000.00) on or before June 23, 2020. Owner agrees that it shall supply an invoice via email at USGA@avidbill.com for each such payment to the Association along with a completed Form W-9 (which is attached hereto as Exhibit B and made part of this Agreement).

5. CONDITION OF THE PROPERTIES, UTILITIES

The Association acknowledges that it has made a full and complete examination of the Properties. The Association accepts the Properties "AS IS, WHERE IS" in the physical condition or state in which the Properties now is without any representation or warranty, express or implied in fact or by law, by the Owner and without recourse to the Owner as to the physical nature and condition, legal requirements or usability thereof. Other than in connection with the representations made by the Owner pursuant to this Agreement, the Owner shall have no obligation to do any work or make any improvements, changes, installations or alterations of any kind to the Properties either to put the Association in possession or to permit the Association to utilize the Properties. The Owner shall not be liable for any latent, patent or other defect in the Properties including the terrain of the Properties.

6. RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND THE OWNER

A. As stated in this Agreement, the Association shall have use of the Properties throughout the Terms of this Agreement. The Association shall, at its sole cost and expense, obtain any and all required permits necessary for the Association's use of the Properties.

B. During the Terms, the Association shall, without limitation and as it deems reasonably necessary: (i) provide, at its sole expense, for the appropriate number of parking attendants, law enforcement personnel to assist with traffic control and other personnel required to be on-site at the Properties in connection with the use thereof; (ii) provide for the installation of cones, barricades, bike rack, rope and stake/fencing for traffic control; (iii) provide for the installation of temporary fencing and roads, if necessary; (iv) clean the Properties each evening of the Championship; (v) provide for the installation of appropriate signage; (vi) advertise availability and location for parking; (vii) provide temporary lighting, if necessary, on the Properties; and (viii) make any other arrangements it deems necessary and/or desirable to ensure that high quality parking and transportation services are available for the Championship.

C. The Association shall provide the Owner with ten (10) parking passes for Owner's staff to access Harbor Island during the Terms.

D. The Association shall, at its sole cost and expense, remove all items and equipment that it has placed, erected or installed on the Properties within ten (10) days of the conclusion of the Terms and leave the Properties in substantially the same condition as before the Association's use of the Properties.

7. COMMERCIAL EXPLOITATION

The Owner represents and warrants that it shall not directly or indirectly exploit or knowingly permit the exploitation by others of any rights belonging or granted to the Association under the terms of this Agreement or otherwise, including but not limited to, the Association's rights to and in the Championship. The terms "exploit" and "exploitation," as used herein, shall include but not be limited to any activity or matter which produces or is intended to produce revenue or any other consideration or advantage in any form.

8. REFERENCES TO THE ASSOCIATION

A. Nothing contained in this Agreement shall constitute, or be deemed to constitute, an agreement or license by the Association to permit the Owner to use the Association's name or logo or any other trademark of the Association in any manner whatsoever without the express prior written consent of the Association which may be denied in its sole discretion.

B. Nothing contained in this Agreement shall constitute, or be deemed to constitute, an agreement or license by the Owner to permit the Association to use the Owner's name or logo or any other trademark of the Owner in any manner whatsoever without the express prior written consent of the Owner which may be denied in its sole discretion.

9. INSURANCE AND INDEMNIFICATION

A. During the Terms, the Association shall, at its own expense, carry adequate liability and property damage insurance for the benefit of the Owner and the Association and their respective directors, officers, employees, members and agents with respect to the Association's use of the Properties as set forth in this Agreement. The insurance to be carried by the Association shall be placed with a good and solvent insurance carrier licensed to insure in the State of New York. The

minimum aggregate liability and property damage per occurrence shall be no less than \$3,000,000, for any act or omission with respect to the service and/or items the Association supplied pursuant to this Agreement. The Association shall deliver a certificate of insurance to the Owner no later than June 1, 2020, showing such coverage and naming the Owner, Village of Mamaroneck as an additional insured.

B. The Association shall indemnify, defend and hold harmless the Owner and its respective directors, officers, employees, members and agents (the "Indemnatee") from and against all claims, liabilities, losses, obligations, damages, accidents, occurrences, costs and expenses of every kind and nature (including reasonable attorney's fees and other costs of investigating and defending against such claims, liabilities, losses, obligations, damages, accidents, occurrences, costs and expenses) for any reason incurred by the Indemnatee by reason of any act or action (including failure to act) or thing whatsoever done, or any condition created in or about the Properties during the Terms arising from any act or omission of the Association or any of its agents or employees, except as may arise from the negligence of the Owner. The Association indemnification specifically excludes any act or action (including the failure to act) or thing whatsoever done, or any condition created in or about the Properties during the Terms arising from any act or omission of the Owner or any access to the Properties by the Owner and/or guests of the Owner.

10. ASSIGNMENT; SUBLETTING

The Association shall not, without the Owner's prior written consent, which may be denied in its sole discretion (a) assign this Agreement; (b) sublet or grant concessions with respect to all or any part of the Properties; (c) permit any other person or business to use all or any part of the Properties for any purpose or (d) in any other way transfer, assign or allow any other person to succeed to any or all of the Association's rights under this Agreement. Furthermore, the Owner agrees that it shall not assign this Agreement to any other party without the express prior written approval of the Association.

11. MISCELLANEOUS

A. The Association in all respects shall be independent of the Owner. This Agreement shall not constitute or create a partnership, joint venture or agency relationship between the Owner and the Association.

B. No failure or delay on the part of either party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

C. This Agreement constitutes the entire understanding between the parties with respect to the subject matter of this Agreement and supersedes all prior understanding and/or agreements, whether written or oral, between the parties with respect to such subject matter.

D. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same

instrument, and signatures on any counterpart delivered by facsimile transmission shall have the same effect as the original signatures.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of New York; provided, however, no ambiguity, if any, in this Agreement shall be interpreted against either party because such applicable party drafted any portion of this Agreement.

F. This Agreement may not be modified, altered or amended except by a writing of at least the same formality signed by both parties.

G. The agreements contained in Sections 2, 7, 8, 9B, and 11 shall survive and remain in full force and effect in accordance with their terms following any termination of this Agreement.

H. Formal notices between the parties shall be in writing addressed as follows:

If to the Owner:

Thomas Murphy
Mayor
The Village of Mamaroneck
123 Mamaroneck Avenue
Mamaroneck, New York 10589-8500

If to the Association:

Michael A. Butz
Senior Managing Director,
Open Championships and Association Relations
United States Golf Association
77 Liberty Corner Road
Liberty Corner, New Jersey 07938

Copy to:

Chief Legal Officer
United States Golf Association
77 Liberty Corner Road
Far Hills, New Jersey 07931

I. Except as otherwise expressly provided in this Agreement, all the terms, covenants, conditions and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

(THE NEXT PAGE IS THE SIGNATURE PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives as of the day, month and year set forth above.

UNITED STATES GOLF ASSOCIATION

By: _____
Name: Michael A. Butz
Title: Senior Managing Director,
Open Championships and Association Relations

THE VILLAGE OF MAMARONECK

By: _____
Name:
Title:

EXHIBIT A

Use of Properties: Designated parking areas within Harbor Island property will be used by the Association for the purposes of parking cars and operating shuttle vehicles. From June 11-14, 2020, cars accessing the parking lot may be shuttled to the Pre-Merchandise Opening at the Championship site. From June 15-21, 2020 cars accessing this parking lot will require a parking pass distributed by the Association.



Use of Properties: From June 11-21, 2020, the designated area within Columbus Park property will be used by the Association for the purposes of screening fans for security and operating shuttle vehicles.

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EXHIBIT B

(W-9 FORM)
Attached