

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this ____ day of ____, 2021 by and between the Village of Mamaroneck, a municipal corporation organized and existing under the laws of the State of New York, having its principal office at 123 Mamaroneck Avenue, Mamaroneck, New York 10573, (hereinafter “the Village”) owner of the Harbor Island Beach Park Pavilion, also known as the Stephen E. Johnston Beach pavilion (the “Harbor Island Park pavilion”), located at 1 Harbor Island Park, Mamaroneck, New York 10543 and KEEPS, a 501(c)(3) not-for-profit organization incorporated in New York State, registered with the New York State Office of Children and Family Services, having its principal office at PO Box 731, Mamaroneck, New York 10543 (hereinafter “Licensee”).

For and in consideration of the mutual promises contained in this License Agreement, the Village and Licensee agree as follows:

1. **Licensed Area.** The Village grants to Licensee, and Licensee accepts from the Village, a revocable license to occupy and use a portion of Village-owned property- the Blue Room and Blue Room Lobby area of the Harbor Island pavilion located in Harbor Island Park- as shown in the highlighted portion of the site plan, a copy of which is annexed as Exhibit A (the “Licensed Area”).
2. **No Assignment.** This License Agreement is personal to Licensee and Licensee may not assign or transfer the rights conferred on it by this License Agreement to any other person, firm, partnership or corporation, including any entity in which Licensee holds an interest.
3. **License Term.** The term of the license for the Licensed Area will commence on August 8, 2021 and will end on June 30, 2022, unless sooner terminated.
4. **Licensee’s Activities.** Licensee agrees that the Licensed Area may only be used by Licensee for the purpose of conducting its after-school program activities on Mondays, Tuesdays, Wednesdays, Thursdays, and Fridays during the License Term, during the hours of 8:00 a.m. and 7:00 p.m. on said days.
5. **License Fee.** Licensee shall pay to the Village the sum of \$25,000 (the “License Fee”), to be paid in ten equal monthly installments of \$2,500. The initial monthly installment is due commencing August 30, 2021, with \$2,500 payable to the Village due on the first day of each month thereafter, until May 30, 2022.
6. **No Warranty.** The Village does not warrant title to the Licensed Area nor does the Village make any representation that Licensed Area is satisfactory for the use permitted by this License Agreement.
7. **Accommodation.** The permission granted to Licensee under this License Agreement is given by the Village to Licensee as an accommodation. Licensee acknowledges the Village’s ownership of the Licensed Area and the Village’s rights associated with that ownership. Licensee agrees that, except as otherwise provided in this License Agreement, it will never assail,

resist, or deny such rights by virtue of Licensee occupancy or use of the Licensed Area under this License Agreement. The permission granted to Licensee to use the licensed area is conveyed with the Harbor Island pavilion space in “as is” condition.

8. **Insurance.** Licensee will add the Licensed Area to its liability and property damage insurance policy. The policy must name the Village of Mamaroneck as an additional named insured with the same policy limits as are otherwise applicable to Licensee’s Property and must include a provision requiring 30 days’ notice to the Village before the insurance policy may be cancelled. Licensee will file a certificate of insurance with the Village Manager prior to undertaking any Licensee activities in the Licensed Area.

9. **Improvements.** In addition to the License Fee, Licensee shall provide, at its sole cost and expense, the following improvement (hereinafter “the Improvement”) to the Licensed Area: install an access control system to monitor ingress and egress into the Licensed Area.

10. **Repair.** Upon termination of the Agreement, the Licensee will repair any and all damages to the Licensed Area and its immediate vicinity, at its sole cost and expense. Upon termination of the Agreement, the Licensee will also remove any items the Licensee placed in the Licensed Area during the License Term including, but not limited to, program materials, furniture, sports equipment, and recreation equipment.

11. **Release and Indemnity.** Licensee releases and will defend, indemnify and hold the Village of Mamaroneck, and its trustees, officials, officers, agents, employees and volunteers harmless from and against all claims of any nature whatsoever, including losses, claims, actions, damages, hospital and medical expenses, attorneys’ fees and other legal defense costs, settlements, judgments, fines and penalties, arising out of or in connection with Licensee’s use of the Licensed Area, resulting from any negligent, reckless, or intentional act or omission of Licensee. This indemnity will not be limited by reason of the requirement that Licensee provide insurance coverage or the limits of that coverage.

12. **Applicable Laws, Jurisdiction and Venue.** Licensee, at its sole expense, shall comply with all applicable Federal, State and local laws, regulations and ordinances. This License Agreement shall be governed by and construed under the Laws of the State of New York. Licensee shall, at its cost, obtain all necessary permits, authorizations, certificates or approvals to use the Harbor Island pavilion space to conduct the licensee’s activities, as described in section 4 of this license agreement. The exclusive jurisdiction and venue of any action or proceeding arising from or related to this License Agreement shall be in Westchester County, New York.

13. **Arbitration.** In the event of a dispute between the parties over any terms or conditions of this Agreement, where there is not otherwise a provision for resolution of such dispute contained herein, such dispute shall be resolved by a single arbitrator of the American Arbitration Association (“AAA”) at its White Plains office, in accordance with the AAA rules then in effect. Such arbitration shall be requested within ninety (90) days of written notice of any dispute and upon the making of a request for arbitration by either party all actions or proceedings over the subject matter to be arbitrated shall be stayed. In the event of arbitration, the parties shall share equally the arbitrator’s fees. The decision of the arbitrator shall be final and binding upon

the parties and may be entered in any court of competent jurisdiction.

14. **Access.** The Village may access any portion of the License Area for any governmental purpose upon five days' written notice to Licensee, except that the Village will have the right to access the License Area, or any portion of it, immediately in the event of an emergency. Upon said five days' written notice to the Licensee and before the date on which the Village stated it will access the License Area, the Licensee shall remove any items the Licensee placed in the Licensed Area during the License Term including, but not limited to, program materials, furniture, sports equipment, and recreation equipment, and said items may be returned to the License Area after the Village has accessed the License Area. The Village will make any and all reasonable repairs and/or restoration to any portion of the License Area damaged by the Village during access granted by the Licensee or required by the Village in the event of an emergency.

15. **Entire Agreement.** This License Agreement embodies the entire understanding between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter of this License Agreement. Any amendment to this License Agreement must be in writing and executed by the parties.

16. **Notice.** Any notice to Licensee under this License Agreement must be sent by overnight delivery addressed as follows:

KEEPS
PO Box 731
Mamaroneck, NY 10543

Any notice to the Village under this License Agreement must be sent by overnight delivery addressed as follows:

Village Manager
Village of Mamaroneck
Village Hall at the Regatta
123 Mamaroneck Avenue
Mamaroneck, New York 10543

or the new address for the Village Manager's Office should the current address change.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed on the ____ day of _____, 2021.

For the Village:

Village of Mamaroneck, New York

For the Licensee:

By: _____
Name: Jerry Barberio
Title: Village Manager

By: Jacqueline Pedersen
Name: Nice President
Title: Jacqueline Pedersen

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

On the _____ day of _____ in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Jerry Barberio personally known to me or proved to me on the basis of satisfactory evidence to be the individual and Village Manager 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.

Notary Public

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

On the 5th day of August in the year 2021 before me, the undersigned, a Notary Public in and for said State, personally appeared Jacqueline Pedersen 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.

CHRISTINA ERIKA TECSY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01TE6399302
Qualified in Westchester County
My Commission Expires 10-15-2023


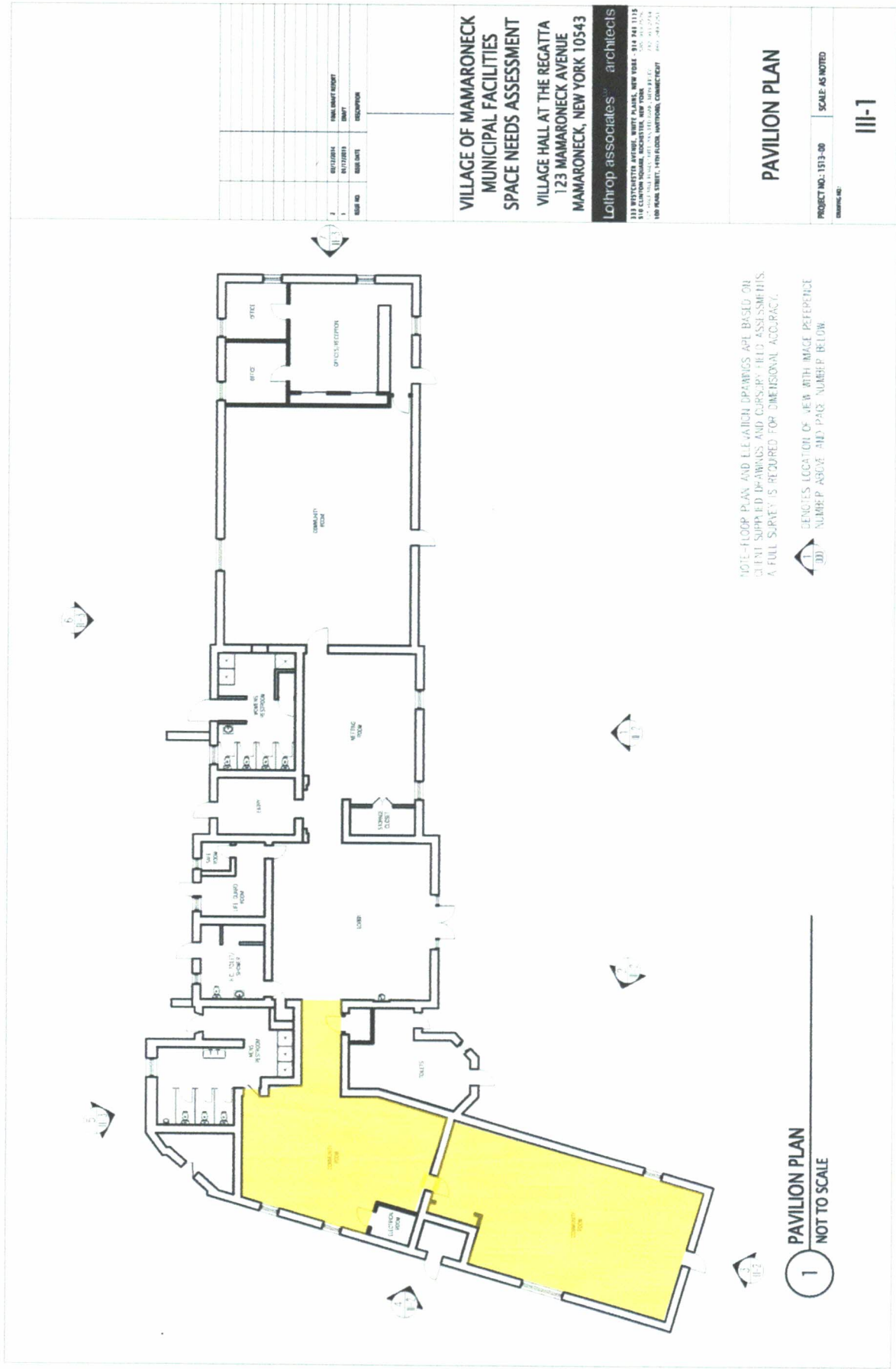

Notary Public

Exhibit A



NOTE: FLOOR PLAN AND ELEVATION DRAWINGS ARE BASED ON
CLIENT SUPPLIED DIMENSIONS AND CORRESPONDING ASSUMPTIONS.
A FULL SURVEY IS REQUIRED FOR DIMENSIONAL ACCURACY.

LOCATIONS LOCATED ON SHEET WITH IMAGE REFERENCE
NUMBER ABOVE AND PAGE NUMBER BELOW

1 PAVILION PLAN
NOT TO SCALE

VILLAGE OF MAMARONECK
MUNICIPAL FACILITIES
SPACE NEEDS ASSESSMENT
VILLAGE HALL AT THE REGATTA
123 MAMARONECK AVENUE
MAMARONECK, NEW YORK 10543

Lothrop associates architects
333 WESTCHETTE AVENUE, WEST PALMS, NEW YORK 11681 516 341 1115
510 CLINTON SQUARE, ROCKSTER, NEW YORK 10866 516 341 1115
100 MAIN STREET, HARTFORD, CONNECTICUT 06103 860 242 2251

PAVILION PLAN

PROJECT NO. 1513-00 SCALE: AS NOTED
DRAWING NO.

III-1