

AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____, 2022 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”) and _____. (“the Licensor”), a not-for-profit organization incorporated in New York State, having its principal office at _____, which operates a facility at _____ (“the Facility”).

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

1. **Parking Permits.** The Village grants to the Licensor, and the Licensor accepts from the Village, ____ municipal parking permits (“M permits”) for the current year to be used exclusively by the employees, staff, or volunteers of the Licensor. A vehicle with an M permit displayed on it, may be parked at the upper tier of the municipal parking lot known as the Hunter Deck, located on Prospect Avenue between Mt. Pleasant Avenue and Library Lane. The M permit allows for parking at the Hunter Deck for the period of March 1 of one calendar year to February 28 of the following calendar year.

2. **Village use of the Facility.** In consideration of the Village’s grant of M permits to the Licensor, the Licensor grants to the Village, and the Village hereby accepts, the right to use a portion of the Facility for a time period and for a use to be mutually agreed upon at a future date. The Village will provide notice to the Licensor as far in advance of the Village’s use of the Facility as is practicable, but, in any event, not less than five business days prior to the Village’s expected. The Village and the Licensor will mutually determine the scope of the license in each instance, including, but not limited to, the exact areas of the facility that will be utilized by the Village, the hours during which the space will be utilized, the purpose for which the Village will utilize the space, and the time period of the license, based upon the Village’s needs and the availability of the Facility.

3. The Licensor shall occupy, operate, maintain, and repair the Facility, so as to be in compliance with all applicable laws, ordinances, resolutions, codes, rules, and regulations of the United States of America, the State of New York State, the County of Westchester, and the Village of Mamaroneck and the Village will occupy the Facility in accordance with the same standards.

4. **No Assignment.** This Agreement is personal to the Licensor and the Licensor may not assign or transfer the rights conferred on it by this Agreement to any other person, firm, partnership or corporation, except that the Licensor may assign the “M permits” to its employees, staff, and volunteers.

5. **Agreement Term.** The term of this Agreement will commence when it has been approved by the Village of Mamaroneck Board of Trustees and executed by the parties and will continue in effect until February 28, 2023, subject to renewal, unless sooner terminated.

6. **Accommodation.** The license granted to the Village by this agreement is a license. The Village acknowledges the Licensor’s ownership of the Facility and agrees that, except as otherwise provided in this agreement, it will never assail, resist, or deny such rights by virtue of the Village’s occupancy or use of the Facility under this Agreement.

7. **Notice.** Any notice to the Licensor under this Agreement must be sent by overnight

delivery to its principal office address as set forth above. Any notice to the Village under this 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 Agreement to be executed on the ____ day of ____, 2022.

For the Village:

For the Licensor:

By: _____
Name: Jerry Barberio
Title: Village Manager

By: _____
Name: _____
Title: _____

On the _____ day of _____ in the year 2022 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.

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

Notary Public