

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this 15th day of March, 2023 by and between the Village of Croton-on-Hudson, a municipal corporation organized and existing under the laws of the State of New York (hereinafter "Village" or "Licensor"), and Fratelli's Trattoria, Inc., owners of the business located 8 Old Post Road South, Croton-on-Hudson, New York, in one of the tenant spaces on 122 Grand, Croton-on-Hudson, New York Street otherwise known as tax lot 78.08-7-4 on the tax map of the Village of Croton-on-Hudson (hereinafter "Licensee" and "Licensee's Business Location" respectively). A copy of the site plan of the proposed improvements at Licensee's Business Location is annexed hereto as Exhibit A.

For and in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1: Grant of License; Description of Premises

Licensor hereby grants to Licensee a license to occupy and use the License Area shown on Exhibit "A" consisting of approximately 230 square feet, subject to all of the terms and conditions hereof, for a portion of a proposed sunroom and other improvements described below.

Section 2: Transferability

This license is only transferrable by written approval of the Licensor.

Section 3: Limitation to Described Purpose

The Licensed Area may be occupied and used by Licensee solely and exclusively for the purpose of constructing, maintaining and occupying a portion of a proposed sunroom addition and maintaining and occupying portions of the existing deck, retaining wall and other improvements (hereinafter "Improvements" respectively) associated with and used by the restaurant business located at 8 Old Post Road South. All maintenance of the Premises shall be the obligation of the Licensee.

Section 4: Duration and Termination

This license shall commence on March 15, 2023 and shall be granted for a term of five (5) years. The licensee shall be renewable by the Village thereafter on an annual basis or for such other term as may be agreed to, provided however that if Licensee shall at any time cease to occupy the Licensee's Business Location, this License shall be deemed terminated and Licensee shall be responsible to remove the Improvements and restore the Licensed Area. Licensor may cancel this License Agreement upon thirty (90) days written notice to Licensees should Licensor need to use the Subject Property for any purpose. Should Licensor exercise this right of termination, Licensees shall remove Licensees' improvements from the License Area, solely at their own cost and expense, and restore the License Area as closely as possible to the previous condition within 30 days of receipt of Village's written notice herein. Licensees may cancel this License Agreement solely at their own cost and expense, restoring the Licensed Area to the previous condition, and thereafter providing Village written notification that they have cancelled the License Agreement.

Section 5: Access

Licensor retains the right to access any portion of the Licensed Area for any governmental purpose upon one (1) day written notice to Licensees, except that Licensor shall have the right to immediately access said portion of the Licensed Area in the event of an emergency.

Section 6: Indemnification/Hold Harmless

In exchange for the granting of this License Agreement, the Licensee, its successors, heirs and assigns hereby agree to release, defend, indemnify and hold harmless the Village, and its officials, officers, agents, and employees harmless from and against all damage, liability and claims of any nature whatsoever, including reasonable attorney fees, legal defense costs as well as settlements, judgments, fines and penalties of any nature whatsoever, and liability, arising out of or in connection with this agreement and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from the existence or use of the Improvements within the Licensed Area and any negligent, reckless, or intentional act or omission of the Licensees, their agents, assigns, heirs, employees, invites, contractors, and any of their sub-contractors in connection with use of the Licensed Area. Further, it is expressly understood that such indemnity of the Licensor shall not be limited by reason of enumeration of any insurance coverage provided.

Section 7: Written Agreement as Entire Understanding of Parties

This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this License Agreement shall be done in writing and executed by the parties.

Section 8: Delivery of Notices

Any notice mailed or delivered to Licensee at the Licensee's business location shall be adequate notice to Licensee hereunder. Any notice mailed or delivered to Village c/o Village Manager's Office, 1 Van Wyck Street, Croton-on-Hudson New York 10520, or any new address for the Village Manager's Office should the current address change, shall be adequate notice to Licensor hereunder.

Section 9: No Warranty

Village does not warrant title to the Licensed Area nor does Village make any representations that the Licensed Area or any existing improvements in the Licensed Area are satisfactory for the uses by Licensees herein.

Section 10: Accommodation

The permission granted to Licensees under this License Agreement is given by Licensor to Licensees as an accommodation. Further, Licensees hereby acknowledge Village's rights to the Licensed Area, and agree to never assail, resist, or deny such rights by virtue of Licensees' occupancy or use of the Licensed Area under this License Agreement.

Section 11: Effective Date

This License Agreement shall become effective upon full execution by both parties ("Effective Date").

Section 12: Insurance Coverage

The Licensee shall furnish to Village of Croton-on-Hudson Certificates of Insurance as evidence of coverage prior to the Effective Date and naming Village of Croton-on-Hudson as an Additional Insured **by endorsement** for all insurances specified on Exhibit "B". The Licensee acknowledges that failure to obtain such insurance on behalf of the Village of Croton-on-Hudson Constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Village of Croton-on-Hudson. The failure of the Village of Croton-on-Hudson to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Village of Croton-on-Hudson.

All certificates of insurance shall provide that thirty (30) days written notice prior to cancellation or expiration be given to the Village of Croton-on-Hudson. Policies that lapse and/or expire during term of the License Agreement shall be recertified and received by the Village of Croton-on-Hudson no less than thirty (30) days prior to expiration or cancellation.

The cost of furnishing all insurance coverages shall be borne by the Licensee.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be licensed in the State of New York.

Section 13: Fee

The licensees shall pay to the Village the annual sum of \$25.00. Payment shall be made at the beginning of the applicable period. If less than a full year is utilized, the full price will still be due and payable for that portion of a year.

