

## LICENSE AGREEMENT

This revocable license agreement (the "Agreement"), is made as of the 29 day of November, 2023, by and between Leap F.C., located at 124 Grand Street, Croton-on-Hudson, New York, together with its successors and assigns (the "Licensee"), and the Village of Croton-on-Hudson, a municipal corporation, with its principal office located at 1 Van Wyck Street, Croton-on-Hudson, New York, together with its successors and assigns (the "Licensor").

### WITNESSETH

WHEREAS, the Licensor owns a certain parcel of parkland known as Vassallo Park (the "Park") in the Village of Croton-on-Hudson, New York, known as parcel 78.8-7-13 on the Village tax map; and

WHEREAS, the Licensee desires to enter upon the property in order to conduct certain activities thereupon, as more fully appears hereinafter, all in accordance with the applicable provisions of Village, state and federal law; and

WHEREAS, Licensor shall receive from Licensee as consideration for this Agreement the amount of fifty dollars (\$50) per month, which shall be payable by check to the Village of Croton-on-Hudson on or before the 5<sup>th</sup> day of every month; and

WHEREAS, Licensee shall conduct all activities permitted hereunder with diligent care, and shall defend, indemnify and hold Licensor harmless from any damage to Licensor, third parties (including Licensee's agents, employees and invitees) and the property resulting from such activities,

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

#### 1. Premises

- 1.1. The premises covered by this Agreement are the Park and surrounding area particularly depicted on Exhibit A hereof. Except as otherwise provided herein, said Park, together with all fixtures, improvements, installations and appurtenances that, at the commencement of or during the term of this Agreement are thereto attached are herein after called the "Premises".

#### 2. Term

- 2.1. The license shall take effect as of 11/30/23, shall continue only at the pleasure of Licensor and shall be revocable at any time by notice in writing, but in no case shall extend beyond May 31, 2024. Thereupon, all rights of Licensee in said Premises by virtue of this Agreement shall cease and terminate.
- 2.2. Licensee expressly agrees that Licensor shall have the unconditional right to revoke this license, with or without cause, and terminate the term hereof, upon seven (7) days'

written notice to Licensee, any provision of this license to the contrary notwithstanding. In the event of such revocation and termination, Licensee shall remain liable for the due and full performance of all the terms, covenants and conditions of this license on the part of Licensee to be performed up to the time of such revocation and termination.

- 2.3. In the event of revocation, Licensor's sole liability to Licensee shall be to refund to Licensee, on a pro-rated basis, that portion of its currently monthly licensee fee paid, presenting the unexpired portion of the month in which the revocation takes place.

### 3. Permitted Activities

- 3.1. Licensor shall enter upon and use the Premises only for the conduct of the following activities and for no other purpose: various athletic practices, games and similar recreational activities.
- 3.2. Licensee shall carry out all activities hereunder in accordance with all applicable laws, orders, rules, licenses, permits and regulations of all government entities having jurisdiction over same.

### 4. Insurance; Indemnification

- 4.1. The Licensee, at its own cost and expense, shall maintain and keep in effect throughout the Initial Term and Renewal Term, if any, the following insurance policies with the Licensor named as an additional insured:
- 4.1.1. Insurance against claims for personal injury or property damage, under a policy of general liability insurance with combined single limits of at least One Million Dollars (\$1,000,000) per occurrence, and \$2,000,000 general aggregate.
- 4.2. Each party shall indemnify, and save harmless, the other and its respective officers, directors, contractors, volunteers, agents, and employees, from and against any and all liability (statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including but not limited to, attorneys' fees and disbursements incurred in the defense of any action or proceeding, to which the indemnified party may be subject or which the indemnified party may suffer by reason of any claim for, any jury to, or death of, any person or persons, or damage to property (including any loss or use thereof), or otherwise arising from or in connection with use of or from any work, installation or thing whatsoever done in or at the Premises by the indemnifying party during the Initial Term or Renewal Term, or from any act, omission, or negligence of the indemnifying party or any of said party's officers, directors, agents, volunteers, contractors, employees, subtenants, licensees, or invitees.

5. Termination of License

5.1. Upon the revocation or termination of this license, Licensee, at its sole cost and expense, shall cause the Premises to be restored to its proper and original condition within seven calendar days.

6. Notices

6.1. Except as otherwise in this license specifically provided, a notice or communication which either party is required to give to the other shall be in writing by personal delivery or by U.S. Mail, addressed to the other at the address set forth below:

To Licenser:

Village Manager  
Village of Croton-on-Hudson  
1 Van Wyck Street  
Croton-on-Hudson, New York 10520

To Licensee:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF CROTON-ON-HUDSON

LEAP, F.C.

\_\_\_\_\_  
Name:

Title:

Katie Gillespie

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Name: Katie Gillespie

Title: Asst. Coach