

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CROTON BUSINESS COUNCIL AND THE VILLAGE OF CROTON-ON-HUDSON
FOR BIG EASY ON THE HUDSON

This AGREEMENT dated 3/12 2024 between the Croton Business Council, with offices at 171 Water Hill Rd, Croton-on-Hudson, New York 10520, and the Village of Croton-on-Hudson, a New York municipal corporation with offices at 1 Van Wyck Street, Croton-on-Hudson, New York 10520 ("Village").

WITNESSETH, that the Croton Business Council is desirous of holding the "Big Easy on the Hudson" festival, an event which expects to have attendance of three thousand (3,000) attendees, in a Village park, specifically Vassallo Park and the adjacent parking lot, hereinafter jointly referred to as the "Park".

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, it is hereby agreed as follows:

1. PURPOSE — The Village hereby agrees to permit the Croton Business Council use of the Park on May 11, 2024, from 12 noon until 6:30 p.m. for the purpose of holding the "Big Easy on the Hudson" festival (the "Event"). The Croton Business Council may setup for the Event on the same day of Event beginning at 10:00 a.m. The Croton Business Council may engage in breakdown of the event from 6:30 p.m. until 8 p.m.

In the case of forecasted inclement weather, the Event may be moved to May 18, 2024, at the same times listed above. Such a decision to make use of the Event rain date shall be made no later than 36 hours before the Event is scheduled to take place.

In case park conditions prevent the Event from taking place in the Park, both parties agree to move the Event to the backup location of Grand Street, between Mount Airy Road and Old Post Road South. Such decision shall be made no later than three (3) days before the Event is scheduled to take place.

2. COSTS AND FEES — The Croton Business Council agrees to pay the Village for the following services and costs associated with holding this Event in the Park: Department of Public Works services at a total cost of \$3,964.20, Croton Police Department services at a total cost of \$5,031.90, and a refundable security deposit in the amount of \$500.00. The total cost due to the Village for all fees is \$9,496.10.

The total payment shall be paid to the Village on or before April 22, 2024. Failure to pay on or before the scheduled date will void the permit.

In the case of the Event being moved to the backup location of Grand Street, the Croton Business Council agrees to pay the Village for the following services and costs associated with holding this Event: Department of Public Works services at a total cost of \$6,426.30, Croton Police Department services at a total cost of \$5,031.90, and a refundable security deposit in the amount of \$500.00. The total cost due to the Village for all fees is \$11,958.20. If the decision is made to move the Event to Grand Street, the Croton Business Council shall remit the amount of \$2,462.10 to the Village at that time.

Payment for the Department of Public Works and Police Department services and costs, and security deposit shall each be made payable to the Village of Croton-on-Hudson by two (2) separate checks.

The refundable security deposit in the amount of \$500.00 must be made payable by separate check to the Village. Said security deposit is due upon the execution of this Agreement.

In the event that additional Department of Public Works and/or Police Department services

become necessary during the event as a result of larger than anticipated number of attendees, the Village will bill the Croton Business Council within fourteen (14) days following the Event with said additional fees proportionally based on the number of Public Works and Police staff to the size of the Event. The Croton Business Council shall remit payment to the Village within twenty (20) days thereafter.

All payments shall be made to the Village of Croton-on-Hudson, Attn. Village Manager, 1 Van Wyck Street, Croton-on-Hudson, NY 10520.

3. **EQUIPMENT & SETUP** – The Village shall make available its mobile stage for use by the Croton Business Council during the Event at no charge. The Village shall also make available those tables, chairs and tents in its possession during the Event at no charge. The Village shall also make available garbage cans and recycling bins for use during the Event at no charge.

If requested by the Croton Business Council, the Village will arrange for the delivery of portable toilets (port-a-sans) for use during the Event. The cost of such rental shall be borne by the Croton Business Council.

The Croton Business Council shall be responsible for assigning vendor spaces for the Event.

4. **INSURANCE** — The Croton Business Council agrees, at its sole cost and expense, to maintain and produce evidence of insurance coverage naming the Village of Croton-on-Hudson as an additional insured against liability for bodily injury and death, and property damage in accordance with Schedule A - "Minimum Insurance Requirements for Village of Croton-on-Hudson."

The Croton Business Council acknowledges that failure to obtain such insurance on behalf of the Village of Croton 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. The user is to provide the Village of Croton with a certificate of insurance, evidencing the above requirements have been met. The failure of the Village of Croton to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village of Croton.

5. **ALCOHOLIC BEVERAGES**- The Croton Business Council has indicated intent to sell and/or serve alcoholic beverages during the above-mentioned Event on Saturday, May 11, 2024. The Croton Business Council expressly agrees that no alcohol shall be sold or served after 6:00 p.m. The Village requires the Croton Business Council to obtain a New York State Liquor Permit and provide proof of such permit on or before April 26, 2024, two (2) weeks prior to this Event. The Croton Business Council agrees to not sell, deliver, serve or give any alcoholic beverages to any person, actually or apparently under the age of twenty-one (21) years during this Event. The Croton Business Council agrees not to sell, deliver, serve or give any alcoholic beverages to any person who appears to be intoxicated during this Event.

6. **PERMITTED USES** — The permitted Event set forth in this Agreement constitutes the only event authorized by this Agreement between the Croton Business Council and the Village on May 11, 2024.

7. **INDEMNITY AND RELEASE** - The Village shall have no responsibility for any portion of the Event, including, but not limited to, any liability for theft or vandalism to any property belonging to, or installed by participants of the Event.

The Croton Business Council shall defend, indemnify, and hold the Village harmless against any and all claims, actions, proceedings, and lawsuits in connection with or arising out of this Agreement.

8. **PROHIBITION AGAINST ASSIGNMENT** - The Croton Business Council is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement or the right, title, or interest in this Agreement. Any such assignment or attempted assignment shall

be void.

9. **GOVERNING LAW** — This Agreement shall be interpreted and enforced according to the laws of the State of New York, without application of its conflicts or choice law rules and shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. No action shall be commenced or maintained by either party in connection with this Agreement, except in a court of competent jurisdiction in Westchester County, State of New York.
10. **SEVERABILITY** — If any provision, or part thereof, of this Agreement is judicially declared invalid, void, or unenforceable, each and every provision, or part thereof, nevertheless shall continue in full force and effect, and the unenforceable provision shall be changed or interpreted so as best to accomplish the objectives and intent of such provision within the limits of applicable law.
11. **NOTICES** — All notices, requests or other communications under this Agreement shall be in writing, and shall be sent to the parties at their addresses listed below and shall be deemed to have been duly given on the date of service if sent by electronic mail (provided a hard copy is sent in one of the manners specified below), or on the day following service if sent by overnight delivery service with next day delivery with written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. The attorneys for any party shall be authorized to give notices on behalf of such party. Each party is required to notify the other party in the above manner of any change of address.
12. **ENTIRE AGREEMENT** — This Agreement constitutes the entire Agreement between the parties regarding the subject matter hereof, and supersedes all prior or contemporaneous understandings or agreements, whether oral or written, regarding the subject matter hereof. This Agreement shall be modified or amended only in writing signed by both parties.
12. **CAPTIONS** — The captions are for convenience only and shall not be used to interpret the provision of this Agreement.
13. **SUCCESSORS AND ASSIGNS** - The terms and provisions of this Agreement are binding on and shall inure to the benefit of the parties hereto and their successors and assigns.
14. **AUTHORITY** — The parties executing this Agreement on behalf of the Village and the Croton Business Council represent and warrant that they have the authority from their respective governing bodies to enter into this Agreement and to bind their respective entity to all the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the respective parties have hereunto set their hands and seals on the day and year first written above.

THE VILLAGE OF CROTON-ON-HUDSON

CROTON BUSINESS COUNCIL

By: _____

By: _____



Bryan Healy, Village Manager

Toni Senecal, Director