

LICENSE AGREEMENT (Short Term)

Date of Agreement: as of 3/13/24

Premises: Church gym and bathroom, PMR Meetings Rooms and hallway bathrooms

Licensor: Holy Name of Mary Church

Address: 114 Grand Street Croton, NY 10520

Contact: Debra Rago, Parish Administrator 914-271-4797 x12

Period of Use: Beginning on July 1, 2024 and continuing on a daily basis (except 7/4) thru 8/9/24 unless earlier terminated by Licensor.

Licensee: Village of Croton-on-Hudson

Address: 1 Van Wyck Street Croton-on-Hudson, NY 10520

Contact: Mark Duncan, Recreation Superintendent 914-271-3006

Purpose: Summer Day Camp Village of Croton-on-Hudson Recreation Dept.

User Fee: The user shall pay \$800 for the week ending 7/5/24 then \$1,000 per week ending 8/9/24. The user fee will be paid to the Licensor at the above address. Total payment of \$5,800.

Other fees and/or Deposit: None

Payable: On signing this Agreement by check to the Licensor's order.

Licensor grants Licensee a license to use the Premises for the above Period and Purpose at the above User Fee, subject to the Terms and Conditions attached hereto which is an integral part of this Agreement:

Licensor:

Licensee:

By: _____

By: _____

Name:

Name:

Title:

Title:

LICENSE AGREEMENT (Short Term)
Terms and Conditions

1. Uses not allowed. Licensee shall not use or allow the Premises to be used for any unlawful purpose or in violation of any Certificate of Occupancy covering or affecting the Premises or for any purpose which may constitute a nuisance or make void or voidable any insurance with respect thereto.
 2. Entry on other property of Licensor. Licensee shall enter upon and permit others to enter upon the property thru the back parking lot of the gym.
 3. Alterations. Licensee shall not alter any part of the Premises and upon expiration of this License shall, at its sole cost and expense, restore the Premises to its condition prior to Licensee's use thereof.
 4. Restrictive Uses. (a) Licensor is a Religious Corporation operated under the auspices of the Roman Catholic Church. It is therefore of utmost importance to Licensor that the Premises (including any improvements hereafter made thereto) not be used or altered in any way that would violate any of the restrictions or covenants set forth below. It is hereby acknowledged that Licensor would not have entered into this License if Licensee had been unwilling to accept the Premises subject to the following use restrictions:
 - (i) Licensee covenants that it shall not permit or conduct any obscene performances in violation of Section 235.00 of the New York Penal Code on the Premises hereby licensed or permit the Premises to be used for any obscene or pornographic purposes or activities including, without limitation, the sale, or distribution of any obscene or pornographic material. The terms "obscene", "material" and "performances" shall be defined for purposes of this covenant as they are defined in Section 235.00 of the New York Penal Code, and
 - (ii) Licensee further covenants that it shall not use, permit or suffer the Premises to be used or occupied for the purpose of performing any abortions or euthanasia proceedings or providing any counseling or advice relating to abortions, birth control or euthanasia or place any signs or advertising on or about the Premises that relate to abortion, birth control or euthanasia.
 - (iii) Licensee recognizes and agrees that a violation of any of the restrictions in clauses (i) and (ii) of this paragraph 4 above would be seriously damaging and harmful to the reputation and standing of the Licensor as a religious corporation.
- (b) The Church shall be the sole judge of whether Licensee has complied with the foregoing provision. Any violation of these provisions shall constitute a material breach of this Agreement and Licensor may thereupon terminate the license immediately.
- (c) Licensor has reviewed the outline of Licensee's intended Use of the Premises and has initially determined that Licensee's intended Use is in compliance with this paragraph 4.

5. Insurance. Licensee shall obtain and keep in force comprehensive general "per occurrence" liability insurance insuring against all liability for injury to or death of a person or persons and for damage to property occasioned by or arising out of or in connection with the license or Licensee's use or occupancy of the Premises, with limits of liability of not less than One Million (\$1,000,000) Dollars per occurrence, Two Million (\$2,000,000) Dollars in the aggregate and Four Million (\$4,000,000) Dollars of Umbrella Liability insurance per occurrence and general aggregate during the Period of Use, including Contractual Liability Insurance covering all liability assumed by Licensee under this License Agreement. Such insurance shall name Licensors, the Archdiocese of New York and the Archbishop of New York, as additional insureds. Licensee agrees that its general liability policy will be primary and non-contributory insurance to any other insurance available to the additional insured with respect to claims arising hereunder.

(b) All such insurance shall require the carriers to give all additional insureds thirty (30) days' notice of any proposed alteration or material modification of the policies and to waive its right of subrogation against all additional insureds. Licensee shall furnish Licensors with a Certificate evidencing such prepaid insurance at or before the execution of this Agreement. Licensors' insurance shall be considered primary to any similar insurance carried by Licensee.

6. Indemnification. Tenant shall indemnify and save harmless Licensors, the Archbishop of New York and the Archdiocese of New York from all liabilities by reason of any injuries to or loss of life of persons or damage to property due to any cause whatsoever while in or upon the Premises or any part thereof, or occasioned by any occupancy or use of the premises by Licensee, its employees, agents, contractors, invitees or licensees. The obligation of Licensee to indemnify Licensors, the Archbishop of New York and the Archdiocese of New York shall apply only to the extent that the amount of the said liabilities imposed upon, incurred by or asserted by or against them shall exceed the amounts actually collected by them with respect to said liabilities from the insurance which Licensee maintains with respect to the premises through the insurance program of the Archdiocese of New York.

7. Property Insurance. Licensee shall have no interest in Licensors property insurance. Licensors shall not insure or be responsible for any of Licensees property on the Premises.

8. Acts of Employees, etc. Licensee shall be fully responsible for the acts and failures to act, on, about or with respect to the Premises of all its employees, agents, contractors, invitees and persons on the Premises without authorization, and the provisions of paragraph 6 shall also apply to the claims of all such persons.

9. Condition of Premises. Licensee has inspected the Premises and accepts the same in "as-is" condition. Licenser has made no representations or warranties in connection therewith.

10. Licenser's Responsibilities. Licenser shall be responsible for maintenance of the Premises and all repairs, including systems, structural and non-structural. Licenser shall be responsible for the payment of all utilities for the Premises.

11. Revocation. Licenser reserves the right at any time to revoke this Agreement by prior written notice to Licensee, either with or without cause. If such revocation is without cause, an appropriately prorated portion of any prepaid User Fee shall be refunded to Licensee.

12. Unauthorized Persons. Licensee shall take all necessary measures to insure that no unauthorized persons enter upon or remain in the Premises.

13. Assignment. Licensee may not assign this License Agreement in whole or in part without the prior written consent of Licenser, which may be withheld for any reason.

14. Right to Cancel. Licenser reserves the right to cancel this License Agreement if in the sole discretion of Licenser, events beyond the control of the parties hereto make it impractical to perform this License Agreement. Such events shall include, but not be limited to, storm, fire, flood, earthquake, damage, or destruction of facilities, labor disputes, war, civil commotion, shortages or unavailability of labor or goods, governmental law, ordinance, regulation, order or act. In the event of cancellation in the middle of the week, pursuant to this section, Licenser will refund a pro rata portion of that week's user fee to Licensee.

15. Termination. Either party may terminate this License Agreement without penalty, if there is a breach by the other party of any of the terms contained herein. The party terminating the License Agreement must give the other party three (3) days written notice of termination.

16. Real Estate Tax Exemption. If, by reason of this Agreement or Licensee's use of the Premises, the real estate tax exemption for any of Licenser's land on which the Premises is located, is lost to any extent, Licensee shall pay to Licenser, on demand, the amount of any resultant real estate taxes, assessments and/or water and sewer charges plus the cost of restoring the exempt status of such property.

[illegible]

On this day of , 2019, before me, the undersigned, personally appeared , 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.

Notary Public

[illegible]

On this _____ day of _____, 2019, before me, the undersigned, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

17. Notices. All notices given in connection with this Agreement shall be delivered by messenger, as follows: If to Licensor, to its above stated address; if to Licensee, to any principal, agent, employee or invitee of Licensee on the Premises or, if none, by first-class postage prepaid mail addressed to Licensee at its above stated address.

18. Licensee's Obligations. Licensee shall remain liable for performance of all Licensee's obligations under this Agreement, notwithstanding that the License shall have terminated.

19. Agreement. Nothing in this Agreement shall be deemed to constitute a joint venture of partnership between the parties hereto. Each person signing this Agreement represents and warrants that (s)he has the full legal right, power and authority to do so on behalf of the entity which such person purports to represent. This Agreement may be amended only by a writing signed by the party to be charged and shall be governed by and construed in accordance with the laws of the State of New York. This Agreement constitutes the entire Agreement and understanding between the parties and supersedes all prior and contemporaneous Agreements or understandings, whether oral or written.

20. Captions. Paragraph headings used herein are for convenience of reference only and shall not affect the construction of any provision of this License Agreement.

Licensor:

Licensee:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____