

**LICENSE AGREEMENT**

This License Agreement (the “Agreement”) is made effective as of April \_\_\_\_, 2022 by and between the Village of Pleasantville, a municipal corporation with offices at 80 Wheeler Avenue, Pleasantville, New York, as licensor (the “Village”), and Pleasantville FC, Inc. (“PFC”), a not-for-profit organization, with a mailing address at PO Box 32, Pleasantville, New York 10570, as licensee (“Licensee”).

W I T N E S S E T H:

**WHEREAS**, Licensee is a not-for-profit organization that provides youth soccer programs in the Village of Pleasantville; and

**WHEREAS**, Licensee purchased and donated to the Village a storage shed to be located near Parkway Field located on Marble Avenue in the Village of Pleasantville (the “Storage Shed”); and

**WHEREAS**, in return the Village is willing to offer Licensee a license to utilize a portion of the donated shed to store equipment and supplies for its soccer programs subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and Licensee agree as follows:

1. **Grant of License.** The Village hereby grants to Licensee, upon the terms and subject to the conditions set forth herein, an exclusive non-transferable license (the “License”) to utilize half the space provided in the donated shed to store equipment and supplies for its soccer programs (the “Permitted Use”).

2. **Term of License.** The term of the License granted hereby shall commence upon the signing of this Agreement and shall continue in full force and effect until terminated. This Agreement may be terminated upon fifteen (15) days written notice by either party, without cause. Thereafter, Licensee shall have a reasonable time to remove its stored equipment and supplies from the Storage Shed, which period shall not exceed forty-five (45) days from the date of termination. Notwithstanding the above, in the event that the Village terminate this license at any time, without cause, prior to the date which is ten (10) years from the date hereof, Village shall reimburse Licensee for the full actual cost of the Storage Shed.

3. **Hazardous Materials.** Licensee shall not store any item of a dangerous, flammable or explosive character in the Storage Shed that might unreasonably increase the danger of fire or explosion or that might be considered hazardous or extra hazardous by any responsible insurance company, and shall comply with all applicable laws, ordinances, rules and orders of boards or other authorities.

4. **Maintenance.** Licensee will store its equipment and supplies in a clean and orderly condition at all times

5. **Supervision.** Licensee shall be responsible for and take all precautions for the protection of its equipment and supplies placed in the Storage Shed.

6. **Vacation of Premises.** Upon termination of this Agreement, Licensee shall refrain from using the Storage Shed and shall remove all of its equipment, supplies, or other property located in the Storage Shed. Licensee shall leave the Storage Shed in a clean and orderly condition, with all trash and refuse removed therefrom. In the event Licensee shall fail to remove all or any portion of its equipment, supplies, or other property within forty-five (45) days of termination, such property shall be deemed abandoned by Licensee and, at the option of the Village, shall become the property of the Village, or sold or otherwise disposed of, in which event the proceeds of such sale or other disposition shall belong to the Village.

7. **Damage to Village Property.** If any action by Licensee or its, members, patrons, invitees or agents results in any damage to any real or personal property of the Village, Licensee shall repair such damage at its sole cost and expense.

8. **Insurance.** Throughout the term of this Agreement, Licensee shall obtain and maintain, at Licensee's sole cost and expense, and keep in force for the benefit of the Licensee a general liability insurance policy with limits no less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate for personal injury and property damage. The insurance policy shall be written on a primary and non-contributing coverage basis, including any self-insured retentions. To the extent permitted by New York law, all rights of subrogation or similar rights against the Village, and its assigns, officers, employees, representatives and agents associated therewith shall be waived. The Village and its agents, officers, volunteers, directors and employees associated therewith, shall be named as additional insureds and included in a waiver of subrogation endorsement. Policies that lapse and/or expire during term of work shall be recertified and received by the Village of Pleasantville no less than thirty (30) days prior to expiration or cancellation. Notwithstanding the above, the Village acknowledges and agrees that Licensee has provided insurance to the Village which is acceptable to the Village.

9. **Indemnification.** Licensee shall defend, indemnify, protect, and save harmless the Village and its respective officers, employees, agents, contractors, subcontractors or legal representatives, (the "Indemnified Parties") from and against any and all claims, actions, suits, damages, liabilities, costs, and expenses, including, without limitation, reasonable attorneys' fees and disbursements, that: (i) arise from or are in any way connected with the License granted hereunder for the Storage Shed or any portion thereof, unless caused by the acts or omissions of the Village; (ii) arise from or are in way connected with any act or omission of Licensee or Licensee's invitee related to the Storage Sheds; (iii) result from any default of this Agreement or any provision hereof by Licensee; (iv) result from the presence of Licensee's property or equipment within the Storage Shed; or (v) result

from injury to person or property or loss of life sustained in or about the Storage Shed area, all regardless of whether such claims are asserted during, or after the term of this Agreement, except to the extent caused by the Village or its agents, employees, licensees, invitees, or other parties other than the Licensee's, gross negligence or willful misconduct. Licensee's obligations under this paragraph shall survive the revocation or termination of this Agreement.

10. **Waiver of Responsibility.** Neither the Village nor the Indemnified Parties shall be liable for, and Licensee waives all claims for loss or damage, economic or otherwise, to persons or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the Storage Shed, including, without limitation, claims for loss, theft or damage, resulting from any cause whatsoever, except for willful misconduct by the Village. To the maximum extent permitted by law, Licensee shall use and occupy the Storage Shed at Licensee's own risk. The Village makes no representation, warranty or guarantee with respect to the suitability of the Storage Shed for the purposes for which this License is issued.

11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New York and shall not be modified, altered, or amended except in writing signed by the parties hereto.

12. **Notices.** All notices or other communications provided for under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given and received (i) when actually delivered and received, if personally delivered; or (ii) three (3) business days after being mailed, if sent by certified mail, postage prepaid, return receipt requested; or (iii) one (1) business day after being sent by overnight delivery service or email.

13. **Assignment.** The License granted hereunder may not be assigned without the Village's prior written authorization and a signed writing by the proposed assignee committing to be bound by this Agreement.

14. **Severability.** Should any term or provision of this Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court of other tribunal having jurisdiction over the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

15. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

16. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing, signed by both parties hereto.

17. **Entire Agreement.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

18. **Waiver.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

**PLEASANTVILLE FC, INC.**

**VILLAGE OF PLEASANTVILLE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name: Eric Morrisey

Title: \_\_\_\_\_

Title: Village Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_