

TEMPORARY LICENSE ACCESS AGREEMENT

This **TEMPORARY LICENSE ACCESS AGREEMENT** ("Agreement") is made as of the ____ day of June, 2019 and entered into between the **Yonkers City School District**, acting by and through its Board of Education, having an address at One Larkin Center, Yonkers, New York 10701 ("Grantor") and **YoFi Fest, Inc.**, having an office and place of business at 28 Wells Avenue, Yonkers, New York 10701 ("Grantee"). Grantor and Grantee are referenced to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, Grantor is the fee title owner of the property located at the Boyce Thompson (aka Fox Fire) School parking lot located at 1085 N Broadway (Block 3515 Lot 90), Yonkers, New York 10701 (the "Property" and/or the "Lot"); and

WHEREAS, Grantee requires temporary access to the Lot for the sole purpose of parking vehicles during a special event (the "Event") to be held at Alder Manor (the "Manor") on June 6, 2019, pursuant to the terms of that certain Special Events permit by and between the Grantee and the City of Yonkers (the "City"), the terms of which are incorporated herein by reference; and

WHEREAS, the Grantor has agreed to allow the Grantee access to the Property pursuant to the terms set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants Grantee a temporary license for access to the Lot for the sole and temporary purpose of parking no more than one hundred forty (140) vehicles for the Event on June 6, 2019 commencing as of 6:00PM EST and terminating at 10:30PM EST.
2. Upon execution hereof, Grantee shall pay to Grantor a license fee of One Hundred and 00/100 (\$100.00) Dollars, which shall be payable to the "Yonkers Board of Education" by money order or official bank check.
3. The Grantee shall and cause any and all third parties under its direction and control to comply with all applicable Federal, State, and local laws, rules, and regulations. Grantee and/or its agents and tenants shall not enter upon the Property for any purpose other than as set forth herein. The Grantee shall not permit any waste or damage to be done to the Property.
4. The Grantor may terminate this Agreement at any time upon twenty-four (24) hours prior written notice to the Grantee.
5. The license granted by this Agreement shall not be deemed to create a tenancy at will or sufferance, nor shall any other right or interest in the Property be created, including any right or claim to a mechanic's or materialman's lien.
6. The Superintendent or his designated designee shall have the right to establish and enforce reasonable rules and regulations concerning this license and compliance with said rules and

regulations by the Grantee, is expressly made a term of this Agreement.

7. This Agreement is personal to the Grantee and Grantee agrees not to sublease or assign. Any purported assignment or sublease by the Grantee shall be void *ab initio* and a basis for immediate termination of the License.
8. The Grantee agrees to procure and maintain or cause to be procured and maintained insurance naming the City and Grantor as additional insureds (including without limitation, a waiver of subrogation), as more provided and described in Schedule "A," entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," the Grantee agrees:
 - (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Grantor, the Grantee shall defend, indemnify, and hold harmless the City, the Grantor and their respective officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss to the extent arising directly or indirectly out of the actions or inactions by the Grantee, its agents and invitees, including without limitation, the Valet and Event guests; and
 - (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.
9. This Agreement constitutes the Parties' entire agreement on this subject. No change, waiver, or discharge is valid unless in writing and signed by the party against whom it is sought to be enforced.

IN WITNESS WHEREOF, the parties hereto are authorized and have executed this Agreement on the day and year first above written:

GRANTOR:
YONKERS SCHOOL DISTRICT

By: _____
Name: Dr. Edwin M. Quezada
Title: Superintendent
Date:

GRANTEE:
LELA GOREN GROUP

By: _____
Name:
Title:
Date:

APPROVED AS TO FORM:

Senior Associate Corporation Counsel

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(Grantee hereinafter "Contractor")

1. Prior to commencing work, the Contractor shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the City of Yonkers, as may be required and approved by the Office of Corporation Counsel of the City of Yonkers. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Office of Corporation Counsel of the City of Yonkers by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and identify the Contract.

If at any time any of the policies required herein shall be or become unsatisfactory to the City, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the City, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, submit the same to the Office of Corporation Counsel of the City of Yonkers for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Contract, at the election of the City, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the City.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the City of Yonkers.

2. The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific Contract, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Yonkers, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$500,000 for bodily injury and \$500,000 for property damage or a combined single limit of \$2,000,000 (c.s.l), naming the City of Yonkers, NY as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor.
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Where professional services are to be performed under this Contract, the Consultant shall carry Professional Liability Insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to Yonkers.

(e) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City of Yonkers (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City of Yonkers is named as an insured, shall not apply to the City of Yonkers.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City of Yonkers (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.