

**LICENSE**

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DATED the \_\_\_\_\_ day of \_\_\_\_\_, 2016

**BY AND BETWEEN:**

**TOWN OF URBANA, N.Y.**, a municipal corporation duly organized and operating under the Laws of the State of New York, having its principal offices at 8014 Pleasant Valley Road, Hammondsport, Town of Urbana, County of Steuben and State of New York 14840 (hereinafter referred to as "LICENSOR or TOWN")

AND

**THE VILLAGE OF HAMMONDSPORT, N.Y.**, a municipal corporation duly organized and operating under and by virtue of the Laws of the State of New York, having its offices at \_\_\_\_\_, in the Village of Hammondsport, Steuben County, and State of New York, 14840 (hereinafter referred to as "LICENSEE or VILLAGE")

**WITNESSETH:**

**FIRST:** The Town does hereby grant to the Village this revocable License authorizing and permitting the Village to occupy and use the original main floor portion of the Old Depot Building ("Building") located on Water Street in the Village of Hammondsport

September 30, 2016

consisting of four (4) area rooms, one rest room, and the first floor room in the southeast corner of the Depot Building ("Premises"). In no event shall the Village acquire any legal right, title or interest in or to the Premises.

The first floor addition to the Depot Building containing the rest rooms, changing rooms, utility room, etc. shall be reserved for the use by the Town and is not included as part of this License Agreement.

However, in connection therewith, the Village may use the restroom facilities situate in the aforesaid first floor addition whenever such use might become necessary.

**SECOND: *TERMS OF LICENSE***

1. Subject to the Town's unilateral right to revoke this Agreement pursuant to paragraph "FIFTEEN" hereinbelow, this Agreement shall be for a term of one (1) year commencing January 1, 2017 through December 31, 2017. Upon mutual agreement by the parties, this License Agreement may be renewed annually each year for four successive years following the initial term of this Agreement.
- A. The Village shall pay to the Town on the first day of each month, a License fee of One Hundred Dollars (\$100.00). In addition, the Village shall pay, when due (i) the heating bill for the entire Building; (ii) the water bill for the entire Building, (iii) the electric bill for the first floor of the Building and all of the Village's expenses for telephone, cable, internet and custodial services. The Village shall be responsible for the removal of snow and ice in front of the Building.

**THIRD:** The Town shall pay all real estate taxes and assessments levied against the Premises.

- FOURTH:** This License Agreement shall not be assigned, nor shall the Village grant to any third party authorization to use all or part of the Premises.
- FIFTH:** The Town, at its own cost and expense, shall make all repairs structural in nature to said Premises during the term of this Agreement.
- SIXTH:** The Village shall, at its own cost and expense, do or cause to be done, all interior repairs of the Premises other than those of a structural nature, during the term of this Agreement.
- SEVENTH:** The Town, its employees, and/or its agents, may enter said Premises at all reasonable times for the purpose of making such repairs or alterations therein as it may deem necessary for the safety, preservation or improvement of said Premises or of the said Building or for routine inspections. Other than for emergency type repairs, the Town shall endeavor to give the Village reasonable notice and to arrange a mutually convenient schedule for accomplishing them.
- EIGHTH:** The Village shall make no alterations in, nor additions to, the Premises without first obtaining the written consent of the Town, and any such alterations or improvements so made, shall become the property of the Town and shall remain upon the said Premises upon the termination of this Agreement.
- NINTH:** The Town shall not be liable for any damages to either persons or property sustained by the Village, its visitors, invitees, agents, servants or employees arising out of the Village's use of the Premises, or any part or appurtenance thereof becoming out or repair, or due to the happening of any accident in or about said Premises, or due to any act or neglect of the

Village, its officers, employees, invitees or any other persons, excepting however, injuries or damages occasioned by the negligence of the Town.

**TENTH:** The Village shall save and hold the Town herein harmless from any and all liability, actions and causes of action by reason of injuries, death and property damage sustained by any person or persons in or about the Premises, and the Village agrees, at its own cost and expense, to procure and maintain satisfactory insurance on the Premises contents and shall procure and maintain general liability insurance coverages in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, TWO MILLION DOLLARS (\$2,000,000.00) aggregate, whereon the Town shall be named as the primary additional insured and which status shall be endorsed on the Village's policy. With respect thereto, the Village shall furnish the Town with a full, true and complete copy thereof. The Village shall also, at its sole expense, defend, protect, indemnify and save harmless the Town, its agents, employees and officers against any and all claims arising out of this Agreement, except any claims occasioned by the Town's own negligence.

**ELEVENTH:** The Village shall not use or permit upon the Premises anything that will increase the rate of insurance thereon, or anything that may be dangerous to life or limb, and shall do nothing, or suffer nothing to be done upon the same Premises in any way tending to create a nuisance or to disturb any of the other occupants in the Building, and shall comply with all Federal, State, County, Local Laws, rules and regulations of public authorities with respect to the Premises and/or the use thereof.

**TWELFTH:** That if, during the term of this Agreement, said Premises shall be damaged

or destroyed by fire, lightning or an Act of God, so as to be unuseable, then, unless such damage shall be repaired within thirty (30) days thereafter, either party hereto may cancel this Agreement, and in such case, all license charges shall be apportioned and paid to the date of such cancellation.

**THIRTEENTH:** In the event the Village, at any time during the term of this Agreement, shall be adjudicated bankrupt, either by voluntary or involuntary proceedings, make an assignment for the benefit of creditors, be adjudged insolvent, or in the event that a receiver in any proceeding, either at law or in equity, shall be appointed for the Village in any Court, then, at the option of the Town, this Agreement shall cease and come to an end upon ten (10) days notice to the Village of the exercise of such option, such notice to be either personally served or given by certified mail, return receipt requested, and by first class mail.

**FOURTEENTH:** The failure of the Town to insist upon a strict performance of any of the terms, conditions and covenants herein, shall not be deemed a waiver or any rights or remedies that the Town may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained. This Agreement may not be changed, modified, discharged or terminated orally.

**FIFTEENTH:** The Town expressly reserves unto itself the absolute right to revoke this

License Agreement and in so doing, shall incur no financial obligation to the Village. Notice of revocation by the Town shall be sufficient if given to the Village at least sixty (60) days prior to the effective date of revocation and said notice is given either by personal service or by both

certified mail, return receipt requested, and by first class mail.

The Village shall have the right to terminate this Agreement upon it giving at least sixty (60) days prior written notice of such termination date. The Village's notice to the Town shall be sufficient if given either by personal service or by both certified mail, return receipt requested, and by first class mail.

**SIXTEENTH:** If the Town files an action to enforce any provision of this Agreement, or for the breach of any provision herein, the Village agrees that it shall pay the Town's reasonable attorneys' fees for legal services in the action, as well as the Town's counsel's disbursements and court costs incurred in connection therewith.

**IN WITNESS WHEREOF**, the parties hereto, for proper and sufficient consideration and intending to be legally bound thereby, have caused this Agreement to be executed on the date appearing opposite their signatures.

**TOWN OF URBANA, N.Y.**

**DATE:**

By: \_\_\_\_\_  
**L. John Webster**  
**TOWN SUPERVISOR**

**VILLAGE OF HAMMONDSPORT, N.Y.**

**DATE:**

By: \_\_\_\_\_  
**Emery L. Cummings, Jr.**  
**MAYOR**



