

**WESTCHESTER COUNTY CENTER**

**THIS LICENSE AGREEMENT** (the "License Agreement") made this 20<sup>th</sup> day of November, 2023 by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (the "County" or "Licensor")

and

**THE YONKERS PUBLIC SCHOOLS** acting by and through its Board of Education, a school district established pursuant to New York Education Law' having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "Licensee").

**WITNESSETH:**

**WHEREAS**, the Licensee desires to use space at the Westchester County Center located at 198 Central Avenue, White Plains, New York 10606 (the "County Center") to have an event for the purposes set forth herein; and

**WHEREAS**, the County is willing to allow the use of the County Center for such event upon the terms and conditions set forth herein.

**NOW, THEREFORE**, the parties hereto in consideration of the terms and conditions contained herein do agree as follows:

**SECTION 1. CONTACT INFORMATION FOR THE LICENSEE:** The contact information for the Licensee shall be the following:

**CONTACT INFORMATION**

|  |                                  |
|--|----------------------------------|
| Name:                                    | Dr. Luis Rodriguez               |
| Mailing Address is different than above: |                                  |
| Cell Phone:                              | 914-376-8100                     |
| Email Address:                           | iaguero@yonkerspublicschools.org |
| Fax Number:                              |                                  |

The Licensee may change the above contact information by notifying the County in writing.

**SECTION 2. DESCRIPTION OF LICENSED PREMISES:** The County hereby grants to the Licensee, and the Licensee hereby accepts from the County a license to use the following space (the “Licensed Premises”) during the following dates and times at the County Center:

**EVENTS**

|                                 |                                   |                                 |
|---------------------------------|-----------------------------------|---------------------------------|
| Dates of Events:                | June 21, 2024<br>June 22, 2024    |                                 |
| Load-in for each Event:         | From: 6:00am                      | To:                             |
| Show/Event Time for each Event: | From: 8:30am<br>11:30am<br>3:00pm | To: 10:30am<br>1:30pm<br>5:00pm |
| Load-out for each Event:        | From:                             | To: 7:00pm                      |
| ROOMS FOR EACH EVENT            | [CHECK OFF ROOMS RESERVING]       |                                 |
| Main Hall                       | X                                 |                                 |
| Exhibit Hall                    | X                                 |                                 |
| Little Theater                  |                                   |                                 |
| Meeting Room A                  | X                                 |                                 |
| Meeting Room B                  | X                                 |                                 |
| Meeting Room C                  |                                   |                                 |
| Meeting Room D                  |                                   |                                 |
| Meeting Room A-D                |                                   |                                 |
| Meeting Room E                  |                                   |                                 |
| Meeting Room F                  |                                   |                                 |
| Meeting Room G                  |                                   |                                 |
| Other                           |                                   |                                 |

**SECTION 3. USE OF LICENSED PREMISES:** The Licensee shall use the Licensed Premises for the following approved purposes and no other purposes:

A. Purpose of Events/Brief Description:

Six High School Commencement Exercises for the Yonkers Public Schools.

B. Licensee’s admission charges and special requirements:

No admission charge.

**SECTION 4. TERM OF LICENSE:** The term of the License Agreement shall be for the dates and hours of each Event stated in Section 2 above.

**SECTION 5. LICENSE FEE FOR THE EVENT:**

A. The Licensee shall pay the County a license fee (the “License Fee”) to use the County Center for the Events based upon the fees and charges set forth in Schedule A, which is attached hereto and made a part hereof.

B. The parties agree that the following is an estimate of the License Fee for the Events based upon the rates set forth in Schedule “A”:

**LICENSE FEE**

| Description for each Event                       | Charge(s) for Each Event  | Number of Events | Total  |
|--|---|------------------|--|
| Room Rental Fee:                                 | Charge(s): \$72,000.00 total covers all services rendered by Westchester County Center on 6/21/2024 & 6/22/2024 | 6                | \$72,000.00 total covers all services rendered by Westchester County Center on 6/21/2024 & 6/22/2024 |
| Main Hall  |   |                  |  |
| Little Theater                                   |   |                  |  |
| Meeting Room A                                   |   |                  |  |
| Meeting Room B                                   |   |                  |  |
| Meeting Room C                                   |   |                  |  |
| Meeting Room D                                   |   |                  |  |
| Meeting Room A-D                                 |   |                  |  |
| Meeting Room E                                   |   |                  |  |
| Meeting Room F                                   |   |                  |  |
| Meeting Room G                                   |   |                  |  |
| Other  |   |                  |  |
| Equipment Rental Charges:                        | Charge(s): Included in \$72,000.00 total  | 6                | Included in \$72,000.00 total  |
| Tables   |   |                  |  |
| Banner   |   |                  |  |
| Digital Banner Display                           |   |                  |  |
| Projector  |   |                  |  |
| TV/DVD/VCR Player                                |   |                  |  |
| Forklift   |   |                  |  |
| Piano  |   |                  |  |
| Pro-Basketball Court                             |   |                  |  |
| Boom Lift  |   |                  |  |
| Other  |   |                  |  |
| Labor Charges:                                   |   |                  |  |
| Event Supervisor                                 |   |                  |  |
| Maintenance Foreman                              |   |                  |  |
| Box Office Clerk                                 |   |                  |  |
| Restroom Attendant                               |   |                  |  |
| Laborers   |   |                  |  |
| Supervisor, County Police Officer, County Police |   |                  |  |
| Chief Usher                                      |   |                  |  |
| Usher  |   |                  |  |

|                                       |  |   |                               |
|---------------------------------------|--|---|-------------------------------|
| Ticket Taker                          |  |   |                               |
| Parking Attendant                     |  |   |                               |
| Other Services                        |  |   |                               |
| Misc. Additional Labor                |  |   |                               |
|                                       |  |   |                               |
| Clean up Charges:                     | Charge(s): Included in \$72,000.00 total | 6 | Included in \$72,000.00 total |
| Main Hall                             |  |   |                               |
| Exhibit Hall                          |  |   |                               |
| Little Theater                        |  |   |                               |
| Other                                 |  |   |                               |
|                                       |  |   |                               |
| Facility Usage Surcharge:             | Charge(s): Included in \$72,000.00 total | 6 | Included in \$72,000.00 total |
| Per Ticket Facility Usage Surcharge   |  |   |                               |
| Flat Usage Fee                        |  |   |                               |
| Main Hall                             |  |   |                               |
| Exhibit Hall                          |  |   |                               |
| Little Theater                        |  |   |                               |
| Meeting Room A                        |  |   |                               |
| Meeting Room B                        |  |   |                               |
| Meeting Room C                        |  |   |                               |
| Meeting Room D                        |  |   |                               |
| Meeting Room A-D                      |  |   |                               |
| Meeting Room E                        |  |   |                               |
| Meeting Room F                        |  |   |                               |
| Meeting Room G                        |  |   |                               |
| Other                                 |  |   |                               |
|                                       |  |   |                               |
| Energy Surcharge                      | Charge(s): Included in \$72,000.00 total | 6 | Included in \$72,000.00 total |
| Main Hall                             |  |   |                               |
| Exhibit Hall                          |  |   |                               |
| Little Theater                        |  |   |                               |
| Meeting Room A                        |  |   |                               |
| Meeting Room B                        |  |   |                               |
| Meeting Room C                        |  |   |                               |
| Meeting Room D                        |  |   |                               |
| Meeting Room A-D                      |  |   |                               |
| Meeting Room E                        |  |   |                               |
| Meeting Room F                        |  |   |                               |
| Meeting Room G                        |  |   |                               |
| Other                                 |  |   |                               |
|                                       |  |   |                               |
| Concert Center Concert Charges        | Charge(s): N/A                           |   | N/A                           |
| County Center Flat rate               |  |   |                               |
| Facility Fee                          |  |   |                               |
| Box Office Credit Card Processing Fee |  |   |                               |
| Merchandise                           |  |   |                               |

|  |                   |   |        |
|--|-------------------|---|--------|
| Other  |                   |   |        |
| Touring Productions/Sporting Everts              | Charge(s): N/A    |   | N/A    |
| Percentage of Box Office Revenue                 |                   |   |        |
| Per Ticket Facility Fee                          |                   |   |        |
| Box Office Credit Card Processing Fee            |                   |   |        |
| Merchandise                                      |                   |   |        |
| Other  |                   |   |        |
| Other Event Charges                              | Charge(s): \$0.00 | 6 | \$0.00 |
| Other License Fee Arrangement                    | Charge(s): \$0.00 | 6 | \$0.00 |
| <b>Subtotal</b>                                  | \$72,000          |   |        |
| <b>Discounts (if any)</b>                        |                   |   |        |
| <b>Total Estimated License Fee for all Event</b> | \$72,000          |   |        |

License Fee Notes (% of gross receipts or merchandise fees) if applicable:

\$72,000.00 total covers all services rendered by Westchester County Center on 6/21/2024 & 6/22/2024

C. The Licensee acknowledges and agrees that at the conclusion of the Events all fees and charges will be adjusted based upon actual usage at the rates set forth in Schedule “A” and the terms of this License Agreement, and the County will present to the Licensee either a final invoice or settlement for payment.

**SECTION 6. PAYMENT:**

A. The payment schedule for the payment of the License Fee shall be the following:

Deposit due with return of License Agreement: \$7,500.00

Estimated balance due the County upon receipt of a County invoice or Settlement (defined below) due the Licensee, to be adjusted at the conclusion of the Events based upon the terms of this License Agreement. \$64,500.00

B. Other Payment Arrangement (if any): \_\_\_\_\_

C. The term Settlement shall mean and apply to any Event for which the County collects the ticket sales, including tickets sold through Ticketmaster or through the County Center box office. For such Event, the County shall have the right to sell tickets and receive and

collect the ticket sales. At the conclusion of the Event, the County shall deduct from the total ticket sales the License Fee due the County, any liens, fees and expenses referred to in Section 25 below, and any processing fees, taxes and other charges associated with selling and collecting the ticket sales. Also, at the conclusion of the Event, a Settlement Form will be prepared and presented to the Licensee showing the final balance due the Licensee, if any, which will be paid to the Licensee within 15 business days of the Settlement Form being signed by both Parties.

D. Payment by the Licensee may be made by credit card, cash or certified check.

E. Licensee shall return one signed and completed original License Agreement and the appropriate deposit by December 8, 2023 in order for the County to consider the request to reserve the use of the Licensed Premises.

F. No refund of the deposit will be made for canceled Events except as set forth in Section 29 (d) below. Licensee shall be responsible for the full License Fee unless written notification of cancellation is received no less than 120 days prior to the Event.

G. The Certificate of Insurance must be received by December 8, 2023 and before tickets are sold for the Event. Failure to meet the insurance requirements shall be a material breach of this License Agreement and will cause automatic forfeiture by the Licensee of this License Agreement and the retention of all fees, charges and the deposit as liquidated damages.

**SECTION 7. NO FIREARMS:** The Licensee, its subcontractors and invitees shall comply with Section 765.141 of the Laws of Westchester County which provides “**that no person, except a police officer or peace officer shall possess a firearm of any size or description or any instrument, appliance or substance designed, made or adapted and used primarily as a weapon, or ammunition for it” in the County Center or in any of its surrounding facilities.** Licensee further understands and agrees that any person violating the foregoing provision, upon conviction, shall be subject to a fine not exceeding \$250 or by imprisonment not exceeding thirty (30) days, or both. Laws of Westchester County §765.141.

**SECTION 8. CONDITION OF LICENSED PREMISES:** The Licensee agrees that the County has made no representation to the Licensee as to the condition of the Licensed Premises. The Licensee has inspected the Licensed Premises and agrees to accept the same "as is". The Licensee further agrees that it will return the Licensed Premises to the County at the expiration or termination of this License Agreement in as good a condition as when received.

**SECTION 9. LICENSE FEE:** The Licensee shall pay the County the License Fee for the use of the Licensed Premises according to the terms set forth in Sections 5 and 6 above. In addition, N/A complimentary tickets per SHOW/EVENT will be provided to the County.

**SECTION 10. SERVICES AND CLEANING:** The County shall provide general room lighting, heat and one free cleaning of aisles and corridors prior to the start of the Event.

Any special services provided to the Licensee including, but not limited to, extraordinary maintenance, extra security, the rearrangement of existing fixtures or equipment, or the rental of equipment to the Licensee by the County shall be the subject of a further additional fee as

determined by the Commissioner of PRC. Payment for the foregoing additional services shall be made by the Licensee on demand. It is understood and agreed that, if the Commissioner of Parks, Recreation and Conservation ("Commissioner") or his duly authorized representative shall request additional security and/or crowd control measures to serve and protect the public during the Event, the Licensee shall pay the County a fee for the provision of such services. This does not relieve the Licensee from its obligation to provide for the protection of the public.

**SECTION 11. COMPLIANCE WITH LAWS:** The Licensee shall comply with and shall be responsible to ensure that all sublicenses comply with all federal, state and local laws and regulations promulgated thereunder, including without limitation those relating to endangered species or products derived therefrom, and the County Center's rules and regulations as set forth herein, and such further rules and regulations as may be adopted by the County from time to time, which rules and regulations shall likewise be deemed to be a part hereof with the same force and effect as if the same were set forth at length herein.

**SECTION 12. PATENTED, TRADEMARKED OR COPYRIGHTED MATERIAL:** The Licensee shall assume all fees, costs or other charges from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used or incorporated in the Event.

**SECTION 13. INDEMNIFICATION:** The Licensee agrees to indemnify and save harmless the County, its officers, employees and agents from and against all liability, loss or expense the County may suffer as a result of any claims, demands, costs, fees, causes of action, attorney's fees, judgments or damage (including but not limited to damage to County property in the care, custody or control of the Licensee), arising directly or indirectly out of this License Agreement, including but not limited to, loss arising out of the negligent acts or omissions of the Licensee. The Licensee further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this License Agreement at the Licensee's sole expense, and agrees to bear all other costs and expenses related thereto. The foregoing provision shall not be construed to cause the Licensee to indemnify the County, its officers, agents or employees from its or their intentional, reckless or negligent acts.

**SECTION 14. INSURANCE:** The Licensee at its own cost and expense shall provide and maintain insurance in at least the minimum limits of liability coverage as indicated in Schedule "B" which is attached hereto and made a part thereof.

**SECTION 15. RECORDING AND BROADCAST RIGHTS:** The Licensee shall have no right to record or broadcast the Event by audio or visual means. Any such rights shall be the sole and exclusive right and property of the County, and the Licensee agrees not to record by audio or visual means of any kind or broadcast by radio or television any Event under this License Agreement without the prior written consent of the County. If the County consents to such recording or broadcast, the County may require an additional fee from the Licensee for the privilege of such recording or broadcasting.

**SECTION 16. SIGNS, POSTING AND ADVERTISING:** The Licensee shall not display any signs, cards, posters or other advertising except in such areas as the County may designate for such purpose, and except upon the prior written approval of the County.

**SECTION 17. ALTERATIONS, REPAIRS OR IMPROVEMENTS:** The Licensee shall make no alterations, improvements or replacements (collectively called "Licensee's Changes") in, to or about the Licensed Premises without the County's prior written consent. Licensee's Changes shall be done at Licensee's sole cost and expense. Prior to the commencement of any Licensee's Changes, Licensee shall submit to the County, for the County's written approval, plans and specifications (to be prepared by and at the sole cost and expense of Licensee) of such proposed Licensee's Changes in detail satisfactory to the County. In no event shall any material or equipment be incorporated in or to the Licensed Premises in connection with any such Licensee's Changes which is subject to any lien, security agreement, charge, mortgage or other encumbrance of any kind whatsoever. Any lien filed against the Licensed Premises for work done for or claimed to have been furnished to Licensee shall be discharged by the Licensee within ten (10) days thereafter, at Licensee's expense, by filing the bond required by law or otherwise. All Licensee's Changes shall at all times comply with (i) laws, rules, orders and regulations of governmental authorities having jurisdiction hereof, (ii) rules and regulations of the County, and (iii) plans and specifications prepared by and at the sole cost and expense of Licensee theretofore submitted to the County for the County's prior written approval. No Licensee's Changes shall be undertaken, started or begun by Licensee or by its agents, employees, contractors or anyone else acting for or on behalf of Licensee until the County has approved such plans and specifications, and no material amendments or additions to such plans and specifications shall be made without prior written consent of the County. Title to any Licensee's Changes shall vest solely in the County upon the termination or expiration of this License Agreement. Further, at the option of the County, the Licensee shall restore the Licensed Premises to its original unaltered state at Licensee's sole cost and expense.

**SECTION 18. DEFACEMENT OF LICENSED PREMISES:** The Licensee shall not injure, mar or deface the Licensed Premises or any of the equipment contained therein.

**SECTION 19. OBJECTIONABLE PERSONS:** The County reserves the right to eject or cause to be ejected from the Licensed Premises any person deemed objectionable to the Commissioner, the County Center Director or a duly authorized representative. Neither the County, nor its officers, agents or employees shall be liable to the Licensee for any damages that may be sustained by the Licensee through the exercise by the County of such right.

**SECTION 20. TIMELY "SHOW" PERFORMANCE:** The Licensee shall commence and conclude the Event promptly at the times set forth in this License Agreement. The County may give the Licensee a reasonable grace period past such times for the commencement and conclusion of the Event, but for every minute beyond such grace period(s) the County may charge the Licensee an additional fee of up to \$150 per minute to be included as part of the License Fee under this Agreement.

**SECTION 21. "SHOW" INTERMISSIONS:** The Licensee agrees that if the Event is a live show Event or stage Event and is not scheduled to be completed within two (2) hours, the



Licensee shall schedule an intermission of not less than fifteen (15) minutes. The County may waive this requirement upon payment of an additional fee by the Licensee.

**SECTION 22. CONCESSIONS:** The County reserves all concessions and concession rights, including, but not limited to, food and beverage privileges, garment checking, and the sale of novelties, programs, souvenirs and recordings. The County may require an additional fee from the Licensee for the privilege of selling novelties, programs, souvenirs and recordings.

It is understood that Homestyle at Westchester County Center, Inc. has an exclusive agreement with the County to provide food & beverage service to patrons, promoters and staff at the County Center. No outside food or beverage may enter the facility without written permission from Homestyle at Westchester County Center, Inc.

It is understood that other agreements for concessions may be entered into by the County, and the Licensee agrees to comply with the terms of all such concession agreements.

The County shall have control over all of the parking lots, including the operations of the parking lots. The County shall have the right to charge and collect fees for use of the parking lots and keep all such fees unless otherwise agreed to between the County and the Licensee.

**SECTION 23. LICENSEE'S PROPERTY:** The County, at its sole option, may agree to accept the delivery of property addressed to the Licensee in advance of the Event. Notwithstanding any contrary provision of law, the County shall not be deemed to be a bailee of Licensee's property and shall not be responsible to the Licensee or to any third parties for any loss or damage to such property while such property is in the care, custody, control or handling of the County. **THE LICENSEE SHALL INDEMNIFY AND HOLD THE COUNTY HARMLESS** from and against any and all losses, damages, fees, costs or judgments suffered by the County, and the Licensee agrees to provide defense for and defend any claims or causes of action of any kind or character and to bear all other costs and expenses related thereto, which may arise in connection with the care, custody, control or handling by the County of any property at the County Center which was utilized in the licensed Event by the Licensee and/or the County. In addition, the Licensee hereby **RELEASES** the County from any and all claims for damages to Licensee's property while in the care, custody, control or handling of the County.

The Licensee shall remove its property from the Licensed Premises in accordance with the terms and conditions herein and upon failure to do so, said property shall be deemed abandoned. The Licensee shall remove its property from the Licensed Premises in accordance with the terms and conditions herein and upon failure to do so, said property shall be deemed abandoned by the Licensee and may without further notice be disposed of by the County. Any and all proceeds resulting from such dispositions shall be the property of the County.

**SECTION 24. COUNTY'S RIGHT OF ENTRY:** The County may enter the Licensed Premises at any time and on any occasion for any lawful County purpose.

**SECTION 25. LIEN:** The County shall have the first lien against all ticket office and other receipts and all property of the Licensee situated in the County Center for all unpaid liens,

fees or expenses due to the County hereunder or pursuant to any other agreement with the Licensee. The County is empowered to withhold from ticket office and other receipts all such fees or expenses, and if such receipts are not available at the conclusion of the Event, to impound the Licensee's property. In the event monies remain due and owing the County pursuant to this License Agreement for more than ten (10) days after the termination hereof, the County is hereby empowered to sell the Licensee's property at public auction and the amount of unpaid liens, fees or expenses due and owing the County, plus a fee for administration of the sale, shall be retained by the County from the proceeds of the sale and become the property of the County. Notwithstanding for foregoing, the Licensee shall remain liable to the County for the amount of any unsatisfied claims or obligations due and owing the County pursuant to this License Agreement after receipt of the proceeds from such sale.

**SECTION 26. DISCLOSURE FORM:** Attached hereto and forming a part hereof as Schedule "C" is a questionnaire entitled "Required Disclosure of Relationships to County." Simultaneous with its execution of this Agreement, the Licensee shall provide the County with a completed copy of Schedule "C". The Licensee agrees that the terms of Schedule "C" have been accepted and agreed to by the Licensee by virtue of its execution of this Agreement, and the Licensee represents and warrants that it has completed Schedule "C" accurately and completely. In the event that any information provided in Schedule "C" changes during the term of this Agreement, Licensee agrees to notify County in writing within ten (10) business days of such event and provide an updated version of the Schedule "C".

**SECTION 27. PERFORMANCE BOND:** The Licensee may be requested to post a performance bond.

**SECTION 28. PUBLIC SAFETY - INTERRUPTION OF EVENT:** The Licensee agrees that at all times the Event shall be conducted with full regard for public safety. The County shall have the right to interrupt or terminate the Event, when in the sole judgment of the County such termination is necessary for the public safety, and the County shall not be liable to the Licensee for any claim, damages or compensation whatsoever on account thereof.

**SECTION 29. TERMINATION:** The County may terminate this License Agreement immediately for any of the following reasons:

- (a) The Licensee breaches any of the provision of this License Agreement;
- (b) The Licensee makes an assignment for the benefit of creditors, or is placed in receivership or adjudicated as bankrupt, or takes advantage of any bankruptcy or insolvency law;
- (c) A judgment is rendered against the Licensee and remains unsatisfied, unstayed or otherwise unsuperseded for thirty (30) days, and is substantial in relation to the Licensee's assets.
- (d) It becomes impractical to hold the Event due to causes beyond the control of the County, national emergency resulting from war or order of the State of New York or the

United States government, acts of God, storm, fire, flood, earthquake, labor disturbance (including strikes, boycotts, lockouts, etc.), war, civil commotion, prison relocation, shortage or unavailability of labor, present or future governmental law, ordinance, order, rule or regulation, disruption of utility service, pandemics, governmental interference or any other cause or contingency beyond the control of the County.

Termination of this Licensee Agreement upon any of the foregoing grounds shall be effective upon the sending of written notice to the Licensee. In the event of a termination pursuant to subparagraph (d) above, the Licensee shall be entitled to a refund of its deposit on a pro-rated basis and to no other payment of any kind whatsoever.

**SECTION 30. ASSIGNMENT OF AGREEMENT:** It is understood and agreed that the License Agreement granted hereunder is exclusively personal in nature and the Licensee may not assign, convey, sell, transfer (including, but not limited to an attempt to transfer this License Agreement pursuant to a sale or transfer of all or part of the Licensee's assets or the sale of more than 10% of the stock or interest in the Licensee) or otherwise dispose of this License Agreement.

**SECTION 31. LICENSE:** Nothing herein contained shall create or be construed to create a lease, partnership or joint venture between the County and the Licensee or to constitute the Licensee as an agent of the County. The County and the Licensee expressly disclaim the existence of such a relationship between them.

**SECTION 32. ENFORCEABILITY OF AGREEMENT:** This License Agreement shall not be enforceable until executed by the parties hereto and approved by the Office of the County Attorney.

**SECTION 33. GOVERNING LAW:** This License Agreement shall be construed and enforced in accordance with the provisions of the Laws of the State of New York and the parties agree that jurisdiction of any dispute rests in the Supreme Court, Westchester County.

**SECTION 34. NOTICES:** All notices of any nature, requests, approvals and other communications which may be given by either party to the other under this License Agreement will be in writing and sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice will be effective upon receipt:

To the County:           Commissioner  
                                  Westchester County Department  
                                  of Parks, Recreation & Conservation  
                                  450 Saw Mill River Road  
                                  Ardsley, New York 10502

with a copy to:         County Attorney  
                                  Michaelian Office Building, Room 600  
                                  148 Martine Avenue

White Plains, New York 10601

To the Licensee:     The Yonkers Public Schools  
                          One Larkin Center  
                          Yonkers, NY 10701

**SECTION 35. NO WAIVER, MODIFICATION:** The failure of the County to insist on strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the County may have. This License Agreement may not be altered, modified or changed except in a written instrument signed by the parties hereto.

**SECTION 36. RECITALS:** The recitals contained in the prefatory WHEREAS clauses set forth above are incorporated herein by reference.

**SECTION 37. COUNTERPARTS:** This First Amendment may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Intentionally Left Blank.  
Signatures to Follow.]

**IN WITNESS WHEREOF**, the parties hereto have executed this License Agreement on the day and year first above written.

**THE COUNTY OF WESTCHESTER:**

By: \_\_\_\_\_  
Kathleen M. O'Connor  
Commissioner of Parks, Recreation &  
Conservation

**THE YONKERS PUBLIC SCHOOL:**

By: \_\_\_\_\_  
Name:  
Title:

Sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by the above signatory of the Licensee.

\_\_\_\_\_  
Notary Public

I am another officer of the Licensee, and I affirm under the penalty of perjury that the signatory has authority to sign for the Licensee.

By: \_\_\_\_\_ (Sign Name)                      \_\_\_\_\_ (Print Name & Title)

Sworn to before me on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_, by the above signatory of the Licensee.

\_\_\_\_\_  
Notary Public

Approved:

\_\_\_\_\_  
County Attorney

The County of Westchester

S/Noe/PRC/2023/Form County Center license 2023/Multiple Day Event – Same Price for Each Event.doc

**SCHEDULE "A"**  
**RATE SCHEDULE**

**ROOM RENTAL FEE:**

| ROOM LOCATION    | ROOM RENTAL |
|------------------|-------------|
| Main Hall        | \$3,800.00  |
| Exhibit Hall     | \$1,800.00  |
| Little Theater   | \$1,000.00  |
| Meeting Room A   | \$225.00    |
| Meeting Room B   | \$250.00    |
| Meeting Room C   | \$250.00    |
| Meeting Room D   | \$250.00    |
| Meeting Room A-D | \$975.00    |
| Meeting Room E   | \$225.00    |
| Meeting Room F   | \$250.00    |
| Meeting Room G   | \$250.00    |

**EQUIPMENT RENTAL CHARGES:**

| MISC. RENTAL ITEMS     | DAILY RENTAL RATE |
|------------------------|-------------------|
| Tables                 | \$12.00           |
| Banner                 | \$500.00          |
| Digital Banner Display | \$500 - \$1,500   |
| Projector              | \$100.00          |
| TV/DVD/VCR Player      | \$80.00           |
| Forklift               | \$125.00          |
| Piano (Per Piano)      | \$165.00          |
| Pro-Basketball Court   | \$800.00          |
| Boom Lift              | \$165.00          |

**LABOR CHARGES:**

| Number Needed | Personnel                 | Hourly Rate |
|---------------|---------------------------|-------------|
| _____         | Event Supervisor          | \$50.00     |
| _____         | Maintenance Foreman       | \$55.00     |
| _____         | Box Office Clerk          | \$31.00     |
| _____         | Restroom Attendant        | \$23.00     |
| _____         | Laborer                   | \$30.00     |
| _____         | Supervisor, County Police | \$125.00    |
| _____         | Officer, County Police    | \$110.00    |
| _____         | Chief Usher               | \$40.00     |
| _____         | Usher                     | \$25.00     |
| _____         | Ticket Taker              | \$25.00     |
| _____         | Parking Attendant         | \$25.00     |
| _____         | Other Services            | \$23.00     |

Additional Miscellaneous Labor Provisions

Stagehands, if required, are a matter between the Stagehands Union and the Licensee.

If the County determines that County Police is not required, Licensee may arrange to contract for Unarmed Security.

All other rates, including without limitation those imposed for labor, to be charged at rates in effect on date of Event as set by the Parks Board.

All holidays will be billed at time and a half.

**CLEAN-UP CHARGES:**

| ROOM LOCATION  | CLEAN UP CHARGE |
|----------------|-----------------|
| Main Hall      | \$550.00        |
| Exhibit Hall   | \$300.00        |
| Little Theater | \$150.00        |

**FACILITY USAGE SURCHARGE:**

**Licensee shall pay a \$2.00 - \$3.00 charge which will be applied to every ticket sold.**

It will be the responsibility of the Licensee to keep accurate attendance records in accordance with generally accepted accounting principles in a manner that is acceptable to the Commissioner of Parks, Recreation & Conservation. The Licensee or its promoter shall report the ticket data to the Event Supervisor daily while selling admission tickets. For those Events that have no ticket sales, a flat usage fee will be in effect. The flat usage rates are as follows:

| ROOM LOCATION    | FLAT USAGE FEE |
|------------------|----------------|
| Main Hall        | \$1,900.00     |
| Exhibit Hall     | \$1,000.00     |
| Little Theater   | \$600.00       |
| Meeting Room A   | \$70.00        |
| Meeting Room B   | \$70.00        |
| Meeting Room C   | \$70.00        |
| Meeting Room D   | \$70.00        |
| Meeting Room A-D | \$280.00       |
| Meeting Room E   | \$70.00        |
| Meeting Room F   | \$70.00        |
| Meeting Room G   | \$70.00        |

**ENERGY SURCHARGE:**

The Licensee shall pay an Energy Surcharge as set forth below. This is for electrical consumption only and does not include labor to wire the show.

| ROOM LOCATION | ENERGY SURCHARGE |
|---------------|------------------|
| Main Hall     | \$525.00         |

|                  |          |
|------------------|----------|
| Exhibit Hall     | \$325.00 |
| Little Theater   | \$200.00 |
| Meeting Room A   | \$60.00  |
| Meeting Room B   | \$60.00  |
| Meeting Room C   | \$60.00  |
| Meeting Room D   | \$60.00  |
| Meeting Room A-D | \$240.00 |
| Meeting Room E   | \$60.00  |
| Meeting Room F   | \$60.00  |
| Meeting Room G   | \$60.00  |

**COUNTY CENTER CONCERT**

If the Licensee wishes to hold a concert at the County Center, the following are the rates that will apply to the event:

|  |  |
|--|--|
| County Center Flat rate**  | \$10,000.00                            |
| Facility Fee   | \$3.00 per ticket                      |
| Box Office Credit Card Processing Fee  | 4.25%                                  |
| Merchandise  | Price per ticket sold to be negotiated |
| ** includes rental, County Center staff and 4 County police officers. Additional police or an outside security company are the responsibility of the Licensor. |  |

**TOURING PRODUCTIONS, SPORTING EVENTS**

If the Licensee wishes to hold a ticketed touring production or sporting Event in the Main Hall, the following are the rates that will apply to that Event:

|                                       |  |
|---------------------------------------|--|
| License Fee                           | % of gross ticket sales to be negotiated with a minimum guarantee of \$3,800 per day |
| Facility Fee                          | \$3.00 per ticket  |
| Box Office Credit Card Processing Fee | 4.25%  |
| Merchandise                           | Price per ticket sold to be negotiated   |



## **SCHEDULE "B"**

### **STANDARD INSURANCE PROVISIONS** **(Licensee)**

1. Prior to commencing work, and throughout the term of the Agreement, the Licensee shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Licensee shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Licensee and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Licensee shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Licensee to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Licensee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Licensee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Licensee concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Licensee's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Licensee until such time as the Licensee shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Licensee maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Licensee shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 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 Westchester County, 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: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' 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) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. 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.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) 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 and name the "County of Westchester" as additional insured:
  - (i) Owned automobiles.
  - (ii) Hired automobiles.
  - (iii) Non-owned automobiles.

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

(a) Insurers shall have no right to recovery or subrogation against the County (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 County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (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 Licensee.

**SCHEDULE "C"**

**REQUIRED DISCLOSURE OF RELATIONSHIPS TO COUNTY**

1.) Are any of the employees that the Contractor will use to carry out this contract also a County officer or employee, or the spouse, child, or dependent of a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

2.) Are any of the owners of the Contractor or their spouses a County officer or employee?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

3.) Do any County officers or employees have an **interest**<sup>1</sup> in the Contractor or in any approved subcontractor that will be used for this contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please provide details (attach extra pages, if necessary): \_\_\_\_\_  
\_\_\_\_\_

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[NO FURTHER TEXT ON THIS PAGE]

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<sup>1</sup> "Interest" means a direct or indirect pecuniary or material benefit accruing to a County officer or employee, his/her spouse, child or dependent, whether as the result of a contract with the County or otherwise. For the purpose of this form, a County officer or employee shall be deemed to have an "interest" in the contract of:

- 1.) His/her spouse, children and dependents, except a contract of employment with the County;
- 2.) A firm, partnership or association of which such officer or employee is a member or employee;
- 3.) A corporation of which such officer or employee is an officer, director or employee; and
- 4.) A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.