

License Agreement for Use of Town Property

This License Agreement is made this 30th day of January 2019, between the Town of Vestal, a municipal corporation (“Town”) and “RUNNING OF THE BEARS an Unincorporated Association”.

Agreement

1. Grant of License; Description of Premises. The Town hereby grants to “RUNNING OF THE BEARS” the non-exclusive privilege of using the following described real property in the Town, for the uses and purposes and at such times and in such manner as hereinafter set forth:

That portion of Town-managed-property and/or Rights or Way as designated on the attached Exhibit A, and

Adjacent Town-managed and/or private property as approved by the Town and in agreement with private property owners, if applicable.

The lease also includes approval for not more than four (4) detached A- frame type announcement or directional signs. These may be placed on site not more than 30 minutes prior to the start of the event and must be removed immediately after the event is completed. Each sign shall not be larger than 4 feet by 4 feet, shall not obstruct line of sight for drivers or pedestrians and shall not blink or flash. The signs shall be secured or stabilized so as to remain in place.

2. Consideration and Conditions. In and for consideration of the privilege granted by this Agreement, in addition to other terms and conditions set forth herein, “RUNNING OF THE BEARS” shall provide management services on a continuing basis for the event.

3. Term of License. The term of this License, unless sooner terminated as set forth below, shall be for a period of March 30, 2019 and this agreement may be renewed if agreed by both parties.

4. Purpose of License. “RUNNING OF THE BEARS” shall only use the property for the establishment and operation of its event between the hours of 9 a.m. - 6 p.m. on March 30, 2019, and as otherwise approved by the Town.

5. Conduct of Business. The “RUNNING OF THE BEARS” shall conduct or cause the event to be conducted in a manner consistent with its purposes and objectives. Business shall be at all times conducted in a proper, legal and safe manner. “RUNNING OF THE BEARS” shall be responsible for all trash and litter cleanup in the area of the market.

6. Compliance with Applicable Law/Necessary Permits. At all times during the term of the Agreement, “RUNNING OF THE BEARS” will comply with any and all applicable federal, state and local laws, rules and regulations, and shall obtain or cause to be

obtained any and all state or local licenses or permits required of or applicable to the business to be conducted upon the property. "RUNNING OF THE BEARS" shall be responsible for protecting patrons from vehicular traffic and protecting vehicular traffic from barriers with appropriate traffic barriers, properly marked.

7. Improvements and Alterations. "RUNNING OF THE BEARS" shall not allow any improvements or alterations to the property whatsoever, except those specifically approved by the Town in advance, in writing.

8. Indemnification and Hold Harmless. "RUNNING OF THE BEARS" shall indemnify and hold harmless the Town, its officers, agents and employees; as well as the Vestal Central School District and its officers, agents and employees, from and against any and all liability, claim, cost, damages, or expense of whatsoever kind of nature, including attorney's fees, for any loss of or damage to property and for injuries to or deaths of persons arising or resulting directly or indirectly from the use of the premises by "RUNNING OF THE BEARS", or arising or resulting directly or indirectly from any business conducted thereon, or from the performance of any of its obligations under this Agreement. "RUNNING OF THE BEARS" agrees that it has fully and carefully inspected the premises and finds them suitable for its purposes and that it will perform similar inspections and finds them suitable for its purposes and that it will perform similar inspections prior to each use of the premises to determine for itself whether any conditions exist which might make the premises dangerous or not suitable for its purposes.

9. Nondiscrimination of Services and Employment. "RUNNING OF THE BEARS" agrees that in all matters pertaining to the performance of this Agreement business shall be conducted at all times in a manner which assures fair, equal and nondiscriminatory treatment of all persons with respect to race, color, national origin, religion, gender, age, marital status, sexual orientation or disability. "RUNNING OF THE BEARS" shall comply with all requirements or applicable federal, state and local laws and regulations issues pursuant thereto relating to the establishment of any nondiscriminatory requirements in hiring and employment practices.

10. Safety and Accessibility. It is further understood and agreed between the parties to this agreement that "RUNNING OF THE BEARS" shall assure, at its own cost and expense, that the facilities licensed or made available to and reasonably safe for use by all persons including, but not limited to, those who are wheelchair dependant.

11. No Interest or Estate. "RUNNING OF THE BEARS" expressly agrees that it does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the premises of the Town by virtue of the rights granted under this License Agreement or by its occupancy or use under this Agreement.

12. No Partnership. It is understood and agreed that nothing contained in this Agreement shall be considered in any way constituting a partnership between the Town and "RUNNING OF THE BEARS".

13. Assignment or Delegation. "RUNNING OF THE BEARS" shall not assign any of its rights or interest in this Agreement, nor delegate any of its duties hereunder to any other person, firm or entity without the express written consent of the Town first being obtained.

14. Notices. All notices hereunder may be delivered or mailed. If mailed, they shall be sent by certified or registered mail to- the following respective addresses:

"RUNNING OF THE BEARS"

VESTAL CENTRAL SCHOOL DISTRICT

TOWN OF VESTAL

By: _____
MICHON M. STUART
President, Board of Education

By: _____
JOHN SCHAFFER
Supervisor