

# Alive On 25

## 2022 PARTICIPANT REVOCABLE LICENSE AGREEMENT

This License Agreement ("hereinafter License"), made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Riverhead, Town of Riverhead Business Improvement District, and Riverhead Business Improvement District Management Association, Inc., ("BIDMA") (collectively "Licensor") with offices at 200 Howell Avenue, Riverhead, New York, respectively, and \_\_\_\_\_ ("Licensee"), having a place of business at \_\_\_\_\_, New York,

### WITNESSETH

WHEREAS, \_\_\_\_\_ wishes to utilize a \_\_\_\_\_ portion of outdoor space regarding \_\_\_\_\_

(hereinafter "authorized activity") along Main Street/Rte. 25 in the Town of Riverhead, between Griffing Avenue and Union Avenue and inclusive of the Riverhead portion of Peconic Avenue (hereinafter "Licensed Premises"); and

WHEREAS, Licensor wishes to grant the Licensee the revocable, non-assignable right to utilize a \_\_\_\_\_ portion of said outdoor space regarding the authorized activity at the licensed premises;

NOW, THEREFORE, in consideration of the mutual agreements herein contained, Licensor and Licensee, for themselves and their successors, hereby agree as follows:

1. Licensing. Upon the terms and conditions hereinafter set forth, Licensor hereby licenses to Licensee the revocable and non-assignable right to use a portion of the Licensed Premises in an area to be solely located and defined by Licensor.
2. Term of the License. The term of this License (the "term") shall be limited to July 1, July 15, July 29, August 12, 2022, rain date: August 19, 2022, 5:00 p.m. to 9:30 p.m. unless terminated sooner. Licensee agrees that Licensor reserves the unilateral right to terminate the term of this license at any time and for any reason upon

immediate notice, which may be verbal or otherwise. Licensee agrees that license fees are non-refundable under all circumstances including but not limited to early termination of the term.

3. Authorized Hours of Operation:

5:00 p.m.-9:30 pm

4. Condition of the Licensed Premises. Licensee is familiar with the Licensed Premises, has examined same, and,

except as explicitly hereinafter provided, Licensee agrees to accept the licensed premises in its "as is"

condition without reliance upon any representations or warranties of or made by Licensor or anyone else.

Licensee further agrees and acknowledges that as this is an outdoor event subject to adverse weather

conditions, Licensee shall provide all weather protection equipment, including canopies and tents, which must

be Riverhead Town Code-compliant and that Licensor shall be under no obligation to provide same. Licensee

further agrees that Licensor shall have the unilateral right in its sole discretion, to cancel any or all event dates

as delineated above, it deems warranted, for any reason, including weather-related events. In the event

Licensor cancels any or all of the above event dates for any reason, Licensee further agrees that such

cancellation shall not entitle Licensee to costs, expenses or reimbursement of any kind.

5. Indemnification: Licensee agrees to indemnify and hold the Town of Riverhead, Town of Riverhead Business

Improvement District, and Riverhead Business Improvement District Management Association, Inc., and their

respective officers, employees, agents, representatives and officials harmless from any and all loss, claim,

actions, costs or liability associated with its use of the property, authorized activity, and related activities

described herein, including liability for damages to property or for injuries or death to persons which may arise

from, or be attributable or incident to the use by Licensee and its employees, agents, representatives and

concessionaires of the licensed premises, excepting liability solely caused by the gross negligence of the Town

of Riverhead or other above named Licensors or its employees, agents or representatives. Without limiting the

generality of the foregoing, Licensee agrees to indemnify and hold the Town of Riverhead and other Licensors

harmless from any lien claimed or asserted for labor, materials or services furnished to Licensee in connection with the use of the property. With respect to any suit or claim by the Town or other Licensors, whether under this indemnification provision or otherwise, Licensee, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorney's fees incurred by the Town of Riverhead or other Licensors securing compliance with the provision of this indemnification agreement.

6. Non-Refundable License Fee. \$450

7. Repair, Maintenance and Inventory of License Premises.

a) Licensee, at its sole expense, agrees to maintain the Licensed Premises free of trash and debris and to return the premises back to its original condition following completion of each event date and the license term.

b) Licensee shall not alter the Licensed Premises without the prior permission of the Licensor.

8. Assignment. Notwithstanding anything to the contrary contained in the License, Licensee shall not assign this license, the use of the Licensed Premises, in whole or in part, or permit Licensee's interest to be vested in any other party other than Licensee by operation of law or otherwise without the expressed written consent of the Licensor.

9. Licensee agrees that Licensor has sole discretion and unilateral authority regarding the selection process as it pertains to participants.

10. Miscellaneous: (a) Merger. All prior understandings and agreements between the parties with respect to the subject matter hereof are merged within this agreement, which alone, fully and completely sets forth the understanding of the parties with respect to the subject matter hereof. This license may not be changed or terminated orally, or in any manner, other than in writing signed by the party against whom enforcement is sought.

11. Licensee represents that Licensee shall conduct the authorized activity, at its own expense, in compliance with

all applicable Town of Riverhead code provisions, as well as applicable Federal, New York State and Suffolk County laws, rules and regulations which shall be subject to enforcement by police personnel, town personnel and/or private security personnel.

12. Licensee further represents that the named signatory is authorized to execute this license agreement on behalf of the Licensee and that Licensor has relied upon this representation in executing this license agreement.

13. Licensee further agrees that Licensor shall not be liable or responsible for lost, damaged or stolen property of Licensee while on the Licensed Premises. Licensee additionally agrees that Licensor shall not be liable for any direct, indirect or consequential damages sustained by Licensee, including damages related to weather-related conditions, canceled event dates, or otherwise.

14. Licensee further represents, warrants and agrees to comply with all of the terms and conditions of the license agreement. Licensee acknowledges that failure to comply with said terms and conditions of this license agreement may subject the Licensee to an immediate termination of the license agreement.

IN WITNESS WHEREOF, Licensor and Licensee do hereby execute this License as of the date and year first above written.

Licensor:

TOWN OF RIVERHEAD  
TOWN OF RIVERHEAD BUSINESS IMPROVEMENT DISTRICT

By: Yvette M. Aguiar, Town Supervisor \_\_\_\_\_ Date: \_\_\_\_\_

Licensor:

RIVERHEAD BUSINESS IMPROVEMENT  
DISTRICT MANAGEMENT ASSOCIATION, INC.

By: Steven Shauger, President \_\_\_\_\_ Date: \_\_\_\_\_

Licensee: \_\_\_\_\_ (Print Legal Name)

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

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

**(PLEASE NOTE: YOU MUST PRINT YOUR NAME AND TITLE ABOVE)**