

LICENSE AGREEMENT

Albert A. Capellini Community & Cultural Center 1974 Commerce St., Yorktown Hts, NY 10598
Center Hours: Mon- Fri. 7:00am -10:00pm, Sat 8:30am-4:00pm. Closed Sun.

Name of Licensee: Contact:
Address: Phone number:
Type of event: Room:
Date(s) of event: Start: End:

- 1) Licensee shall provide an original certificate of liability insurance with a minimum of \$1,000,000 in liability, naming the Town of Yorktown, located at 363 Underhill Avenue, Yorktown Heights, NY 10598, as additionally insured. Expires:
- 2) Licensee shall submit a \$200.00 refundable security deposit in the form of a check made payable to The Town of Yorktown. No cash will be accepted.
- 3) Rent will be charged according to the following schedule: Fee per hour:
- 4) Licensees requiring building use during non standard hours, must pay for staff coverage. Minimum number of hours may apply.
Nonstandard hours required: *Not applicable* Fee per hour: \$75.00
- 5) Cancellations shall be communicated in writing by the licensee to the Albert A. Community & Cultural Center Office Manager no less than ten business days prior to the event in order to receive a refund.
- 6) Licensee is responsible for the set-up and clean-up of the room, including broom sweeping, if needed. Each room has a diagram posted and the renter must replace all items in the room to their assigned places and place all garbage in the garbage pails provided. AACCCC maintenance staff will remove the garbage from the room.
- 7) Licensee must obtain approval from the custodian before using any type of tape, tacks, or nails to hang signs or decorations.
- 8) Licensee will not congregate or loiter in hallways or stairways.
- 9) Licensee will use the bathroom closest to the rented room.
- 10) Licensee will throw out any unused clean ice outside the building, at curbside, not into the commodes or sinks.
- 11) Alcoholic beverage consumption is prohibited without a permit.
- 12) Licensee will reserve the room for the entire period of time needed including set-up and clean-up time for event.
- 13) As a condition to the Town entering into this Agreement, and to the greatest extent permitted under the law, Licensee agrees to indemnify, hold harmless, and defend the Town, its officials, employees, consultants and representatives from and against any and all actual causes of action, claims, demands, liabilities, suits, judgments, settlements, losses, damages, liens, costs or expenses of any kind and nature (including reasonable attorneys' fees) brought by any person, firm or corporation for injury to person or property which in any way relate to or arise out of the, directly or indirectly from this Agreement.
- 14) Licensee releases and discharges the Town, and all its officers, employees, agents, attorneys, and members, and their respective heirs, executors, administrators, successors and assigns (collectively the "Releasee") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims,

and demands whatsoever, in law, admiralty or equity, which against the Releasee, the Licensee, Licensee's heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever arising from the issuance of and maintenance of this Agreement, from the beginning of the world until such time as the Agreement is terminated. More particularly, but without in any way limiting the foregoing, Licensee hereby releases Releasee from any liability, actions, causes of action, damages, suits, claims or demands arising directly or indirectly from the issuance of, use of, or any other situation arising from, this Agreement which involves or results in personal injury, death or property damage.

- 15) In exercising and using this Agreement, Licensee shall comply with all applicable federal, state and local statutes, ordinances, local laws, codes, rules and regulations.
- 16) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to that State's choice of law rules. The Parties hereby submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Westchester, in any action or proceeding arising out of or relating to this Agreement.

Licensee agrees to abide by all rules and directives of this license:

Licensee signature: _____ **Date:** _____

Office Manager Signature: _____ **License issuance date:** _____