

6A

AGREEMENT

This Agreement (this "Agreement") made as of the ____ day of April, 2022, is by and between the EASTERN STAR CRUISES, INC. (the "Licensee"), a New York corporation, having an office at 23 Oakledge Drive, East Northport, New York 11731, and the City of Glen Cove (the "City"), a municipal corporation of the State of New York having its principal offices at City Hall, 9 Glen Street, Glen Cove, New York 11542 and the Glen Cove Industrial Development Agency (the "GCIDA"), a New York State public benefit corporation, having its principal offices at 9 Glen Street, Glen Cove, New York 11542, (the City and the GCIDA are hereinafter referred to collectively as "Licensor") (Licensee and Licensor are hereinafter referred to individually as, a "Party" and collectively as, the "Parties").

WHEREAS, Licensee would like to provide recreational pleasure cruises to the residents of Glen Cove and neighboring communities from the Glen Cove Ferry terminal; and

WHEREAS, Licensor would like to provide Licensee with one (1) slip at the most western end of the Glen Cove Ferry terminal to provide recreational pleasure cruises to the residents of Glen Cove and neighboring communities; and

WHEREAS, Licensor is the owner of the following facilities in Glen Cove, New York: a ferry terminal building, containing approximately 2,700 square feet of ground floor space (the "Terminal"), two ferry landings designed to accommodate two (2) up to 110 foot long ferries, and bow loading (collectively, the "Landings") and an adjacent parking lot with approximately 100 parking spaces (the "Parking Lot" and together with the Terminal and Landings, collectively, the "Glen Cove Ferry Facilities"), located at 73 Garvies Point Road, Glen Cove, New York 11542, (the "Property") and Licensee has requested permission to use and occupy the Glen Cove Ferry Facilities, constituting the "Licensed Premises", as more particularly set forth in Paragraph 1 below, for recreational pleasure cruises to and around the New York Metropolitan Area; and

WHEREAS, no other ferry service is operating at the Licensed Premises and the use and occupancy of the Licensed Premises by Licensee, on the terms and conditions set forth herein and agreed to by Licensee, are temporary and will not, and shall not, materially interfere with the future proposed ferry service or use of the Glen Cove Ferry Facilities by the public or by the agents, servants and/or employees of Licensor, and accordingly, Licensor is willing to make the Licensed Premises available to Licensee on a non-exclusive basis which shall be subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. Grant of Permit/License. Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee a revocable license (the "License") for Licensee, and its affiliates and subsidiaries to use and to permit their respective employees, contractors, subcontractors, agents and representatives, and customers, to use and occupy the following premises (collectively, the "Licensed Premises"):

- a. the Parking Lot, providing for approximately 100 parking spaces, on a non-exclusive basis on weekdays and weekends during the Term (as defined below);
 - b. access paths and/or walkways between the Parking Lot and the Terminal, for access by Licensee's customers to and from the Landings, and on and across the Landings to board and disembark from one or more cruises (which may be provided by private ferry service providers with whom Licensee on a non-exclusive basis, in common with Licensor, its residents, employees, agents, contractors and members of the public);
 - c. the westernmost of the Landings (provided however that use of the Landings for the docking of vessels in connection with the contemplated recreational services by Licensee will not interfere with the proposed future ferry service in any way); and
 - d. The Licensed Premises does not include any public walkways or other public use areas.
2. Term. The term of this Agreement (the "Term") and the license granted herein shall be one (1) year and shall commence on May 1, 2022 at 12:01 AM and shall terminate on April 30, 2023 and is subject to being terminated earlier as provided herein. The Parties may mutually agree to renew this Agreement each year for no more than three years. Should the Parties decide not to renew the Agreement, the canceling Party must provide written notice of the termination at least 60 days prior to expiration of the Term.
3. Permitted Use; Purpose. The Licensed Premises shall be used by Licensee and its employees, contractors, subcontractors, agents and representatives, and customers for the following purposes only: (i) with respect to the Parking Lot, a vehicle parking lot for the general customers or clients and for Licensee, its agents, contractors (or their subcontractors), and their respective employees and agents, involved in providing the services subject to this Agreement and disembarking of passengers, and (ii) with respect to the Landings, as landing space for one (1) recreational pleasure cruise vessel.
4. License Fees. Licensee shall pay to Licensor as full consideration for the License granted herein for the entire Term, the Licensee shall pay \$18,000 per year to the Licensor for the Term starting on May 1, 2022, and ending on April 30, 2023, in monthly installments of \$2,500 for the months of May through and including October and \$500 for the months of November through and including April. This payment schedule will not be in effect should the Parties agree to renew this Agreement.

The Parties further agree that in the event the Licensor determines that the cost of electricity exceeds previous consumption by the Licensee at the Glen Cove Ferry facilities, then the Licensor shall have the right to charge, and Licensee agrees to

be responsible for the payment of the additional cost for said additional electric consumption.

5. Indemnification.

- a. Licensee agrees to, and hereby does, indemnify and hold harmless Licensor, its officials, officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorney's fees and disbursements) and damages, including, but not limited to, claims for personal injury and/or death, or damages (including damages to Licensor's property) ("Losses"), including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, directly or indirectly resulting from, and/or arising in whole or in part out of, the negligence or willful misconduct of Licensee in connection with the use of the Licensed Premises; provided, however that such indemnification shall not extend to any Losses arising out of, relating to, or in connection with the negligence or willful misconduct of Licensor or Licensor's ordinary upkeep and maintenance of the Property and its grounds and facilities.
- b. Licensee, at Licensor's demand (with counsel selected by the Indemnified Parties), in cooperation with Licensor, will promptly and diligently defend, at its own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Licensee is responsible under Paragraph 5(a) and, further to Licensee's indemnification obligations, Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. Notwithstanding the foregoing, Licensee shall not settle such claim or related action in a manner which imposes any obligation on Licensor without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Insurance.

- a. Licensee shall obtain and maintain throughout the Term, at its own expense: (i) one or more policies for commercial General Liability and Product Liability Insurance, which policy(ies) shall name "The City of Glen Cove" and "The Glen Cove Industrial Development Agency" as an additional insureds and have a minimum single combined limit of liability of not less than ~~two~~ ^{1 million} million dollars (~~\$2,000,000~~ ^{\$4,000,000}) per occurrence and four million dollars (\$4,000,000) aggregate coverage, and (iii) workers compensation insurance. The foregoing insurance coverages may be provided by a combination of primary, excess, and umbrella policies.

- b. Prior to, or contemporaneously with, the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement.

7. Terms and Condition of use of the Licensed Premises:

- a. The Licensed Premises are being licensed to Licensee and Licensee is accepting the same in its "AS IS" condition as of the date of this Agreement, with no representations or warranties of any kind.
- b. Licensee shall be permitted to dock only one vessel overnight at the Landings.
- c. VESSEL DOCUMENTATION AND LICENSURE: Licensee agrees to maintain all registration and documentation for the Vessel as required by the laws of the State of New York. Licensee shall provide a copy of the current registration for the vessel and any applicable trailers or vehicles at the request of the Licensor. Licensee agrees to maintain all licenses, permits and registrations necessary for the operation of the commercial enterprise as required by New York law. Licensee shall provide a copy of any current licenses, permits or registrations at the request of the Licensor.
- d. CONDITION OF VESSEL: Licensee warrants that the vessel will be maintained in a clean, seaworthy, sanitary and fully operational condition at all times, and that its vessel will be regularly repaired and maintained. The vessel shall be able to get underway under her own power with her crew, and shall not create a fire hazard, eyesore or sinking hazard. Licensee shall keep the Vessel properly moored and dry within at all times.
- e. CONDITION OF LANDINGS: Licensee accepts the condition of the Landings "as is" and Licensee acknowledges that the Licensor makes no express or implied warranties as to the condition of the Slip, the water, the depth of the water, the common areas or any utilities, fences, locks or other aspect of the Licensed Premises. Licensee agrees to utilize the Premises at its own risk.
- f. HAZARDOUS MATERIALS: Licensee covenants and agrees to comply with all applicable environmental and all other federal, state and local government statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Licensee agrees and does hereby fully indemnify and shall hold Licensor harmless from any loss, damage or expense, including reasonable attorneys' fees and costs of any legal actions which Licensor may incur or suffer by reason of any claim or liability arising from Licensee's noncompliance with applicable environmental laws and the terms of this paragraph. Licensee specifically covenants and agrees that no

hazardous substances, hazardous wastes or waste byproducts, pollutants or contaminants, shall be dumped in any trash receptacle or otherwise, in, on or about the Licensed Premises, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

- g. **SEVERE WEATHER AND OTHER EMERGENCIES:** Licensor expects Licensee to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and Licensee warrants such arrangements have or will be made. Licensee may not assume that Licensor's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Licensor, in its sole discretion, reserves the right to move or evacuate the Vessel or take such other actions as Licensor deems appropriate at Licensee's sole risk and expense. **UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY LICENSOR. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE VESSEL.** Licensee agrees to reimburse Licensor for any and all costs it incurs on Licensee's behalf in emergency situations.
- h. Licensee shall, at Licensee's expense and subject to Licensor's reasonable approval, be permitted to erect and maintain directional or instructional signage on the Licensed Premises during the Term; including by way of example signs advising Licensee's customers of the location and destination of pleasure cruises, subject to applicable law.
- i. No construction, reconstruction or other alterations or improvements shall be performed by Licensee with respect to the Licensed Premises without the prior written consent of Licensor; provided that the foregoing shall not restrict, and Licensor's consent shall not be required for, the temporary installation by Licensee of fixtures and other equipment, including tents, barricades and movable signage on stanchions or otherwise.
- j. Licensee will surrender and give up the Licensed Premises to Licensor at the expiration of the Term in a condition equal to that at the beginning of its use under this Agreement, ordinary wear and tear excepted.
- k. Licensee acknowledges and agrees that use of the dockage space for winter storage does not constitute a landlord-tenant relationship or the bailment of any vessel or other property and as such the Licensor shall have no responsibility or liability to Licensee or any other person on such basis.

- l. Licensee agrees that there shall be no refueling on site at Licensed Premises. All re-fueling and repair work must take place off site of the Licensed Premises;
 - m. Licensee acknowledges that the Licensor makes no representations regarding the adequacy of water/depth for ingress/egress. The Licensee agrees not to hold the Licensor responsible for any damage resulting from low water levels.
 - n. Licensee agrees there shall be no discharge of human (or other) waste, including the pumping of heads and holding tanks into the water at or near the Licensed Premises. Licensee agrees to obtain the services of a pump out service at the dock or via the DEP pump out boat.
 - o. Licensee agrees that it will not engage in any in-water bottom cleaning at the dockage space or at the Terminal and, furthermore, understands that environmental regulations prohibit such cleaning.
 - p. The Licensee shall be subject to all rules, regulations and ordinance of the City of Glen Cove which are in effect or may be promulgated hereafter.
 - q. The Licensee is aware of the ferry service the Licensor is committed to engage in for commuter service into New York City and agrees that Licensee's use of the Glen Cove Ferry Facilities shall not interfere with said commuter ferry service.
8. Compliance with Legal Requirements. Licensee shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the use of the Licensed Premises by Licensee during the Term, including but not limited to 33 CFR 105.205, subchapter H (Maritime Security), and the Licensee shall be responsible for preparing a "Facility Security Plan" and implementing said plan, shall be at its own expense.
9. Entire Agreement. This Agreement sets forth the entire understanding of the Parties **and supersedes all prior and contemporaneous oral or written agreements and** understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the Parties.
10. Notices. Except as otherwise expressly provided, all notices, demands, requests, submissions or other communications which are required to be served under this Agreement shall be in writing and shall be deemed to have been properly served when mailed by first class mail, postage prepaid, facsimile, overnight hand delivery or other courier service addressed: (i) in the case of Licensee, to Licensee c/o _____ and (ii) in the case of Licensor, to City Hall, 9 Glen Street, City of Glen Cove, New York 11542, Attn: Tip Henderson, Esq., City Attorney, with a copy to Phillips Lytle LLP, 1205 Franklin Avenue, Garden City, New York 11530, Attn: Milan K. Tyler, Esq.

11. Headings. All headings and titles in this Agreement are for purposes of identification and convenience only and shall not affect any construction or interpretation of this Agreement.
12. Governing Law. This Agreement and any issues arising hereunder will be governed by the substantive laws of the State of New York, without regard to conflict of law principles.
13. Jurisdiction. For the purposes of any suit, action or proceeding involving this Agreement, the Parties hereto expressly submit to the jurisdiction of all state courts sitting in Nassau County, State of New York, and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and the Parties hereto agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any of the Parties. In furtherance of such agreement, each Party hereto agrees upon the request of any other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding brought in any other jurisdiction.
14. Venue. Each of the Parties irrevocably agrees that any suit, action or proceeding under this Agreement shall be brought in Nassau County Supreme Court, State of New York and waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any state court sitting in Nassau County, State of New York and hereby waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum .
15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
16. Early Termination Right for Licensee or Licensors. Licensee and Licensors shall have the right to terminate this contract. The canceling party shall give not less than 60 days' prior written notice to the other Party to terminate this Agreement and the Term hereof effective on the date set forth in such notice. If Licensors elects to exercise such early termination right, the Licensee shall be entitled to receive an equitable refund on a prorated basis of any license fees paid hereunder for the period following such termination.
17. Access to and from the Licensed Premises. Notwithstanding anything to the contrary contained in this Agreement, the rights granted by Licensors to Licensee hereunder shall include a license to use pathways, roadways, drive isles, driveways, walkways, sidewalks or other means of passing over, across and through the remaining portions of the Licensed Property to the extent reasonably necessary for purposes of ingress and egress to and from public streets to the Licensed Premises. Furthermore, Licensors shall retain the right of ingress, egress

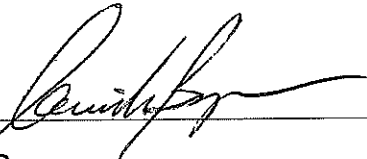
and access to the Licensed Property, provided same does not unreasonably interfere with Licensee's operations.

Agreed to:

EASTERN STAR CRUISES, INC.

Licensee

By: Michaelas Ruteva
Name: _____
Title: PRESIDENT
Date: 4/20/22

Notary Signature 
Date 4-20-22

SEAL:

CAMILLE BYRNE
Notary Public, State of New York
No. 01BY4729113
Qualified in Nassau County
Commission Expires January 31, 2023

The City of Glen Cove

Licensors

By: _____
Name: _____
Title: _____
Date: _____

Notary Signature _____

Date _____

SEAL:

GLEN COVE INDUSTRIAL DEVELOPMENT AGENCY

Licensor

By: _____

Name: _____

Title: _____

Date: _____

Sworn to me this _____ day of _____, 2022

Notary Signature: _____

SEAL:

CERTIFICATE OF INSURANCE

Issued Date: August 19, 2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

PRODUCER:

Island Wide Marine Agency
555 West Granada Blvd., Suite G-2
Ormond Beach, FL 32174
800-635-6097 or 631-444-0700

INSURED:

Eastern Star Cruises, Inc.
23 Oakledge Drive
East Northport, NY 11731

COMPANIES AFFORDING COVERAGE

Company A	STRATFORD INSURANCE COMPANY
Company B	
Company C	
Company D	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUE TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENTS TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WEITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJET TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

<u>Coverage</u>	<u>Company</u>	<u>Policy#</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits</u>
Protection & Indemnity	A	VCF2004740	AUG 20 21	AUG 20 22	1,000,000
Excess Protection & Indemnity					
Hull, Machinery & SRCC					
Dock Liability	A	VCF2004740	AUG 20 21	AUG 20 22	1,000,000
Pollution					

SPECIAL ITEMS

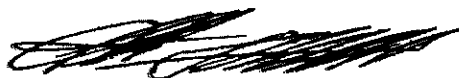
Vessel Name: "EASTERN STAR" Official #519867

The Certificate Holder is included as Additional Insured with respect to the operation of the herein insured vessel only.

CERTIFICATE HOLDER:

The City of Glen Cove
City Hall
9 Glen Street
Glen Cove, NY 11542

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



Authorized Representative

CERTIFICATE OF INSURANCE

Issued Date: August 19, 2021

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PRODUCER:

Island Wide Marine Agency
555 West Granada Blvd., Suite G-2
Ormond Beach, FL 32174
800-635-6097 or 631-444-0700

INSURED:

Eastern Star Cruises, Inc.
23 Oakledge Drive
East Northport, NY 11731

COMPANIES AFFORDING COVERAGE

Company A	STRATFORD INSURANCE COMPANY
Company B	
Company C	
Company D	

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUE TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING ANY REQUIREMENTS TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WEITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJET TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

<u>Coverage</u>	<u>Company</u>	<u>Policy#</u>	<u>Effective Date</u>	<u>Expiration Date</u>	<u>Limits</u>
Protection & Indemnity	A	VCF2004740	AUG 20 21	AUG 20 22	1,000,000
Excess Protection & Indemnity					
Hull, Machinery & SRCC					
Dock Liability	A	VCF2004740	AUG 20 21	AUG 20 22	1,000,000
Pollution					

SPECIAL ITEMS

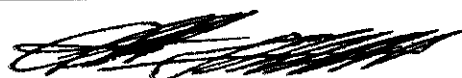
Vessel Name: "EASTERN STAR" Official #519867

The Certificate Holder is included as Additional Insured with respect to the operation of the herein insured vessel only.

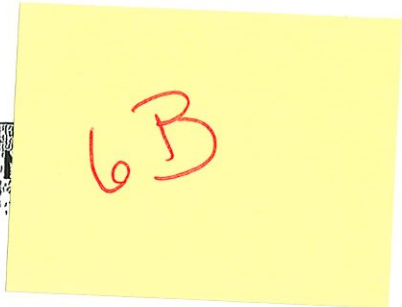
CERTIFICATE HOLDER:

The Glen Cove Industrial
Development Agency
9 Glen Street
Glen Cove, NY 11542

CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



Authorized Representative



"PAVING A WHOLE NEW WAY"
P.O. BOX 303 GLEN HEAD, NY 11545 • P: 516.609.8386 • FAX: 516.609.3339
Info@americanpavingcorp.com

**TO City of Glen Cove Parks Department
Glen Cove, New York 11542**

Invoice No. 22-041522
Date: April 15, 2022

Email: EMestres@glencoveny.gov

SALESPERSON	JOB	TERMS
Angelo	Morgan's Park-Glen Cove	Net 15

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
	Remove and repave 1300 square feet of asphalt Asphalt tip up on both sides of roadway		\$7,400.00
	COMPLETE LABOR & MATERIALS:		\$7,400.00

THANK YOU FOR YOUR BUSINESS!



CITY OF
GLEN COVE

6D

Request for Adjustment of Purchase Order

Date: 04/12/22

Requestor: Jocelyn Wenk, Glen Cove CDA

Increase ☒ Decrease ☐ Change ☐

Purchase Order #: 210327-000

Vendor Name: Macedo Contracting Services, Inc.

Amount of Change: \$ 3,562.50

Resolution # and Date (if applicable): 6-C 03/23/2021

Description/Reason for Change:

Construction of Downtown Pedestrian Improvements (curb ramps and crosswalks in the Downtown BID) required increases in the quantities of materials (bid items) when construction was underway. Field conditions necessitated these changes.

Department Head Approval Signature

Josai Sabi 4/13/22

Purchasing Agent Approval Signature



PO Box 339 • 861 Fethanville Dr.
Prospect, IL 60056 • 847.299.9550

ML

Machine
Location:

Preventative Maintenance Inspection Agreement

This is not an invoice Terms: Service not rendered until receipt of Payment.

Page 1

Date entered at Home Office

Customer Number

43771

County:

Bill To:

NY CITY OF GLEN COVE
9 CLEN ST

County

Mail this

Cummins-Allison Corp.
1979 MARCUS AVE
SUITE E148
LAKE SUCCESS, NY 11042

City: State: NY Zip: 11542

Contact: Attention:

Phone #: 516-676-2355

NAICS:

☒ Tax Exempt

PO #

(Certificate Attached)

Application: ☒ Commercial

☐ Rural

Billing Frequency: A

For Service Please call: 718-520-2500 x8023

Support Type: A, S, T, Q, 2, 3 (Additional charges for other than annual or multi-year)

Line #	Description of Covered Machine/Accessory/Option	Coverage Code*	Location / Site ID	Part Number	Serial Number	Volume Code	Service Branch	Sales Rep	# Annual Inspections	Base Amt. (Annual)	Zone	Zone Amount	Total Annual Amount
1	JETSCAN	8	43771*1	406-9902-00	14062-4251-11262	1	1680	403	1	376.00	90	33.00	409.00
2													
3													
4													
5													
6													
7													
8													

* Each Coverage Code relates to a specific product coverage as described in Section 4 on pages 2 and 3.

If required, additional equipment is listed on page 4.

** See section 7 on Page 3.

Machine Installation Date:

Assigned Contract #

CTD1 CTD4

Contract Effective Date:

03/30/22

Line(s) Effective Date:

02/28/23

Contract Total

Tax Additional

409.00

Prorate From

to

Contract Total

409.00

Add to Contract -

Terms and Conditions (Additional terms and conditions listed on Page 2 and 3)

In consideration of the charges above, payment each year in advance, Cummins Allison, subsequently referred to as C-A, agrees to perform maintenance service and furnish necessary replacement parts, subject to the following terms and conditions, on equipment listed by part number and serial number and location above. If any piece of equipment listed on the contract experiences a regular increase in volume beyond that which was contracted, C-A reserves the right to adjust the annual rate of the contract to the appropriate volume level at the time of renewal.

SECTION 1 - PERIODIC INSPECTION

- On user's premises to inspect, test, clean, lubricate, adjust and perform all other maintenance operations which such inspections and testing shall indicate are required in order to minimize the possibility of break downs and to maintain in proper working order each machine covered by this agreement.
- For the purpose of such inspection each machine listed on this contract must be made available to C-A personnel for the time period required to perform all maintenance functions.

Subscriber acknowledges having read and understood all pages of this agreement. The terms and conditions on page 2 and 3 of this document are part of this agreement.

SECTION 2 - EMERGENCY SERVICE

- This agreement includes emergency service requested by the user and found by the service representative to be necessary to keep the equipment in good operating condition.
- This agreement includes all travel expense except on emergency calls requested by users located more than 50 miles from the local C-A office ("rural" box will be marked with an "X" at top of form), in which case a charge for mileage only portal-to-portal will be made.

Purchaser's Authorized Signature

Date

Printed Name and Title of Authorized Signer.

NATHACHA LOUBEAU

Cummins Authorized Representative

Date

Please mail signed form to office listed at top of this page.

Form: 024-2079

Rev 05/08A

BOG-SO-010

Copy 3 - Home Office

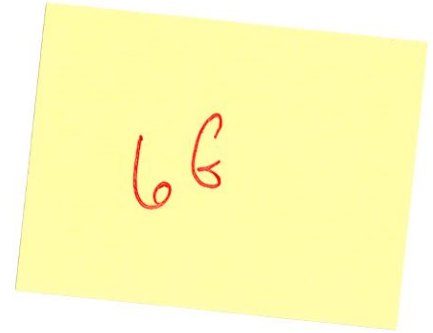
Copy 2 - Field Office

Copy 1 - Customer

Preventative Maintenance Inspection Agreement

Page 2



**AMF Syosset Lanes**

111 Eileen Way, Syosset, New York 11791

516-921-7575

BOOKED BY: Alexandria Riccio

Event Contract

BEO#: 242-6833

ACCOUNT: City of Glen Cove**ONSITE:** Debbie Moran**POST AS:** City of Glen Cove Camp!**PHONE:** (516) 676-3766**STATUS:** Prospective**EMAIL:** dzmoran1@aol.com**CELLPHONE:****TAX EXEMPT?** Yes**TAX EXEMPT#**

DAY/DATE	TIME	EVENT TYPE	GTD
Wednesday, July 20, 2022	10:30 AM - 12:00 PM	Kids	80

Quantity	Package Type	PRICE	SUBTOTAL
80	School/Camp w/out Food	\$11.99	\$959.20

NO.	MOR	PRICE	SUBTOTAL
	Shoes		

NO.	PLAY	PRICE	SUBTOTAL
	\$7 Arcade Card (14 Credits) for each Child		
	1.5 Hours of Bowling		

Subtotal:	\$959.20
Event Fee:	\$0.00
Sales Tax:	\$0.00
Discount:	\$0.00
GRAND TOTAL:	\$959.20

AMF Syosset Lanes

111 Eileen Way, Syosset, New York 11791

516-921-7575

BEO# 242-6833**Event Order**

ACCOUNT: City of Glen Cove	EVENT DATE: Wednesday, July 20, 2022
POST AS: City of Glen Cove Camp!	CONTACT: Debbie Moran
ADDRESS: 200 liberty way Cranbury, NJ 08512	PHONE: (516) 676-3766
	EMAIL: dzmoran1@aol.com
	ONSITE: Debbie Moran
STATUS: Prospective	BOOKED BY: Alexandria Riccio

TIME	EVENT TYPE	NUMBER OF LANES	AGR	GTD
10:30 AM - 12:00 PM	Kids	14	80	80

EAT	PLAY
	80 School/Camp w/out Food \$7 Arcade Card (14 Credits) for each Child 1.5 Hours of Bowling
DRINK	MOR
	80 School/Camp w/out Food Shoes

Notes

*early opening approved by Jenny on 3/22

Please note:

- 1- Headcount may not be decreased. No refunds will be issued.
- 2- No outside food is allowed to be brought into the center with the exception of a celebratory cake or cupcakes. No outside beverages are permitted.
- 3 - Any food comes out about 30 minutes into the reservation/event
- 4- Final payment, final guest count, and menu selections due 3 days prior to the event.
- 5 - Adults are not included in the package. Food, beverage, bowling will be an additional charge.
- 6 - Lane Location will be selected at the sole discretion of the facility.
7. Discount applied are only applicable during the booking process. Extensions on site are not valid for discounts.

DEPOSITS & PAYMENTS

Required Deposit: \$359.70

Deposit Due: April 21, 2022

Click link to make payment: <https://gemspayment.amf.com/?id=670f223f-4dbf-ec11-b823-005056826b26>

Date of Payment	Pay Method	Amount
Total		
Balance Due		

SIGNATURES

AMF Syosset Lanes

Representative: Alexandria Riccio

Date: April 18, 2022

Debbie Moran, or authorized representative

Customer: _____

Date: _____

Subject to terms and conditions incorporated herein.

I, the undersigned, authorize AMF Syosset Lanes to charge to the credit card described below an amount up to \$719.40, which constitutes total payment for the event described in this document.

Signature of cardholder: _____

Date: _____

If the cardholder is not available at the party, _____ is given authority to sign in the cardholder's absence.

Card type: _____

Card number: _____

Expire date: _____

CVV Code: _____

Cardholder Name: _____

Cardholder Address: _____

Cardholder ZIP: _____

INITIAL

TERMS & CONDITIONS

The following terms and conditions govern your purchase of event services from the bowling facility ("facilities", "we" or "us"). You agree as follows:

1. You are obligated to pay the total fees and charges referenced above on the face of this contract. Such amount represents your minimum total spend for the event ("Minimum Total Spend"). Subject to availability and our approval, you may modify the type or amount of event services you have purchased with us up to 3 business days prior to the event, provided you cannot reduce your Minimum Total Spend. All guests in your party will be counted as attendees.
2. (a) If you are ordering our services online through our web portal, you agree to pay for the total amount of your purchase upfront in full by credit card at the time of submitting your order to us. (b) If you are ordering our services other than through online means, you will deliver us a deposit in the amount specified above in this contract, payable by credit card, company check made payable to us or cash at the time of signing this contract. If such deposit is not received, we may cancel this contract with no further notice to you. The balance owed is due three (3) business days prior to the date of the event. (c) You authorize us to charge any credit card on file with us as sums are due hereunder, including any costs for damage caused by you or your guests. (e) Upon signing this contract, you are unconditionally liable for 10% of the total fees and charges which shall constitute a nonrefundable and noncancelable obligation ("nonrefundable commitment"). You may cancel this contract and the event up to 30 days prior to the date of event at which time we will refund the total fees and charges previously delivered to us, less your nonrefundable commitment which is retained by us. After the date which is 30 days prior to the event date, there will be no refunds and all obligations are noncancelable and you responsible for the total amount of your purchase (i.e., all contracted fees and charges). Any deposit or previously delivered funds can be applied against such obligation but you remain responsible for the full obligated sums. (f) Events cannot be rescheduled without our express prior written consent. Any events rescheduled after the date which is 30 days prior to the event date will be subject to a rescheduling fee of 50% of the total amount of your purchase (i.e., all contracted fees and charges). You cannot reschedule an event after the date which is 15 days prior to the event date. If you purchase additional services and goods on the day of the event, you are liable for all additional amounts owed. Before commencing your event, you must bring and provide us the actual credit card you used at time of purchase and a valid photo i.d.
3. All food and beverages (alcoholic & non-alcoholic) must be purchased from us. No outside food (excluding birthday cakes/cupcakes), beverages, DJs, live music, open flame, equipment, decorations, or dancing are permitted. All events (other than events booked online) with 20 or more guests, or 4 or more lanes must pre-order food & beverages in an amount equal to or greater than the above stated contracted fees. During the month of December, you must purchase food & beverages in an amount equal to or greater than the above contracted price. "Tabs" are not permitted. None of our food or beverages may be removed from the premises. We are not responsible for any of your property left unattended at the facilities. Lane location will be selected at the sole discretion of the facility unless stated otherwise in this contract.
4. We are solely providing the facilities, services and equipment expressly stated in this contract, and no other. If you require installation of lighting or audio/video equipment or a tie-in to our existing systems, you must deliver such equipment for testing at our facilities at least 72 hours prior to the event, and we may require the presence of additional personnel whose time will be charged back to you. Rates are available upon request. Your equipment is not guaranteed to operate with our facilities.
5. If you provide us a credit card, we will apply all fees and charges incurred for the event against such card. You, however, remain responsible for all fees and charges incurred during the event.
6. Events may involve physical activity. You and your guests represent that you are in proper health to participate in such activities. You assume risks arising therefrom. We reserve the right to refuse entry due to age restrictions. 18+ and drinking age restrictions vary by location on nights and weekends. Children must be 4 or older to bowl and chaperoned. We reserve the right to refuse service and remove anyone from the facility which we reasonably believe threatens the safety of personnel or guests or causes damage to our facilities, including activity pertaining to: concealed weapons, intoxication, dress code violations, health/security, illegal drug activity, and/or any activity that violates federal, state, provincial or local laws. Other local restrictions and facility house rules may apply. You may not incorporate decorations, marketing, equipment, furniture or other similar items at the event without our prior written consent.
7. You are responsible for any and all damages, losses, claims and liability arising out of or related to your or your guests' use of the event facilities, equipment and services, or related to your event, including property damage or personal injury arising therefrom, and will release, indemnify and hold us harmless from damages, losses, claims and liability resulting therefrom (other than claims caused by our gross negligence or willful misconduct).
8. By signing this contract, the signer is attesting that he/she is authorized to sign this contract and hereby authorizes the

information you provided - if you do not wish to receive such items, let us know.

9. Our services and facilities are provided "as is" without any warranty or representation express or implied. WE ARE NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, GENERAL, EXEMPLARY, ECONOMIC DAMAGES ARISING FROM THIS CONTRACT OR OUR SERVICES. OUR LIABILITY, IF ANY, IN ALL CASES SHALL BE LIMITED TO AMOUNTS PAID TO US UNDER THIS AGREEMENT.

10. The credit card on file will be charged with any remaining balance owed to us under the contract three (3) days prior to the event unless other payment arrangements have not been made.

11. AN EVENT FEE STATED IN THE CONTRACT APPLIES ON ALL FOOD, BEVERAGES & PACKAGES. THE EVENT FEE IS MANDATORY. WE USE THE CHARGE FOR THE ADMINISTRATION OF THE EVENT AND TO DEFRAY OVERHEAD AND OTHER EXPENSES RELATED TO THE EVENT. IT IS NOT A GRATUITY AND WILL NOT BE DISTRIBUTED TO PERSONNEL THAT PROVIDE SERVICE AT THE EVENT.

12. The pricing set forth in this contract contains the total cost for the event described above. No gratuity to personnel is required or expected.

13. We are not responsible for any delay or failure in performance of any part to the extent that such delay or failure is caused by acts of God or other causes beyond our control. This contract is governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of laws rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party in the State of New York, in the City of New York, County of New York.

14. For events held in a facility in Canada, the following terms shall apply and govern in the event of any inconsistency with the above terms. This contract is governed by and construed in accordance with the laws of the province of Ontario, without regard to its conflicts of laws rules. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party in the province of Ontario. We collect, use, and disclose the personal information that you provide us herein for the purpose of providing you with the services that you have requested, which may include processing of your personal information by a third party. You can refuse to consent to our collection, use, or disclosure of your personal information, although this will impact our services for you. You may also withdraw your consent to any further collection, use, or disclosure of personal information at any time by giving us reasonable notice.

15. By submitting any online order for services to us, or by making any other manual or electronic signature now or later which either incorporates or references these terms, you agree and acknowledge that such action constitutes your signature which applies to and evidences your agreement to these terms. You may request to sign these terms manually without a fee.

INITIAL

The MAGIC of AMORE Entertainment Contract

Date Agreement Made: 03/31/2022

Client/ Company Name: City of Glen Cove

Contact: Maggie

Event Date: Monday, July 18, 2022

Entertainment Time: Start:

10:00 AM

End: 12:00 PM

Type of Event: Summer Camp

Entertainment follows NYS health guidelines

Length of Services:

Event Location: Landing Elementary School

2 shows each 45 min

Event Address: 60 McLoughlin Street Glen Cove, NY

Number of Guests: approx. 45-50 per show

Age of Audience: 6-10yrs. & 10-13yrs.

1. As it pertains to the services booked the above named, below signed client agrees to indemnify and hold harmless the performer its associates and agents against all claims (including attorney's fees), further more this extends to include Covid-19 or any communicable disease related claim due to but not limited to any person's attendance and/ or participation in the performance.
2. The client is solely liable for the conditions of the performance facility, including all accessories, personal property, conduct of employees and guests/ audience in attendance.
3. The performer and agents shall not be liable for failure, delays or losses caused by: Acts of God, natural disaster, sickness, accidents, government restrictions, strikes, malfunctioning equipment, unsatisfactory working conditions (left to the discretion of the performer) or other causes beyond the performer's control. Delays caused by any of the aforementioned shall not constitute a breach of this contract. If the performance is delayed or rescheduled at the liking of both parties will be made within 30 days. If the performance is terminated by the client, the client shall be responsible for the payment of the performance. In such case all monies paid to The Magic of Amore by client for services stated in this contract will be returned (except unsatisfactory performance). In the case of outdoor events, full payment is due regardless of cancellation because of weather conditions unless other arrangements have been made in a written rider agreement.
4. At time of contract The Magic of Amore has reserved the above date and time agreed upon, and has not contracted any other event reservation for said date and time. Therefore if client cancels the performance, monies paid shall be retained by The Magic of Amore in order to offset loss of business. In addition if the client cancels the performance or makes any changes to the information regarding the performance after signing of this contract, 50% of the contracted price is due. In the case of outdoor events, full payment is due regardless of cancellation because of weather conditions unless other arrangements have been made in a written rider agreement.
5. Late Payment: Any additional or remaining fees and or office charges are to be paid in full within 30 days of above event date or are subject to a 2.5% per. month finance charge.
6. This contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter. There are no guarantees, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this contract. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.
7. This agreement shall be interpreted and enforced in accordance with the laws of the State of New York.

Entertainment Includes: Magic Shows

Performer's Name: AMORE

Outside weather permitting. Indoors inclement weather. Show times:
10-10:45am & 11:15am - 12:00pm

Fee: \$800.00

Initial Payment: \$0.00

Balance Due: \$800.00

All discounts have been applied.

Our performance standards are flexible, however, to insure the best possible performance, please follow the below guidelines!

- It is the client's responsibility to insure that the performance site is adequate for, and suited to, the services booked.
- Allow for early arrival of the entertainer to access performance area prior to show time for set-up.
- The show should begin promptly at the agreed time.
- A standard powered electrical outlet at or near performance/ staging area is necessary.
- It is necessary for the performance area to be clear of all obstacles and foot traffic.
- Video and still photography of the performance is allowed (at the discretion of the entertainer), however it shall not distract the performer or interfere with the performance. All photos or videos of the performer and or performance are prohibited from commercial and or public use including all social media sites.
- A minimum of required 6' x 6' performance area for stand-up shows and or a 10' x 10' minimum performance area larger shows.
- Facilities without a stage - For your guest's safety and enjoyment, shows cannot be performed in the center of the room or surrounded.
- Social distancing show: The audience is to be a minimum of 6 feet from performance area (3 feet for audience volunteers) during the allotted performance time including time for set and strike of equipment.
- Venue is to follow Federal/ NYS/ CDC & local health department occupancy, health and safety guidelines, regulations, requirements, mandates and policies.
- The performer has the right to wear an acceptable face covering at anytime while performing or when off stage.

The full balance due is to be paid in ☐ Check ☐ Immediately following the entertainment services contracted.

Also accepted are: Zelle, certified check, money order or business checks (for business events only).

No Post Dated or Personal Checks Accepted For Balance.

Gratuities are not included but are always appreciated.

Please fill in & sign below

• Client's Name (Print): _____

• Client's Signature: _____ • Client's Phone #: _____

• Client's Address: _____

Please sign and send completed contract along with \$0.00 initial payment payable to The Magic of Amore

Mail to: The Magic of Amore PO BOX 644 Stony Brook, NY 11790-0644

Initial, full or partial payment can also be made via Zelle to: magicamore@gmail.com

Your reservation is confirmed, however, this contract must be signed and returned with the above initial payment within 7 days of the following date: 03/31/2022

THANK YOU FOR YOUR BUSINESS. ANY QUESTIONS PLEASE CALL (631) 246-5222

THE MAGIC OF AMORE

631-246-5222
PO Box 644
Stony Brook, NY 11790-0644

INVOICE

03/31/2022

Client's Name: City of Glen Cove

Contact's Name/ Info: Maggie

Client's Street : Glen Cove City Hall 9 Glen Street

Client's City: Glen Cove

Client's State: NY

Client's Zip: 11542

Event Location Name: Landing Elementary School

Event Date: Monday, July 18, 2022

Service Time Start: 10:00 AM

Service Time End: 12:00 PM

Length of Services: 2 shows each 45 min

Entertainment Includes: Magic Shows

Performer's Name: AMORE

Fee: \$800.00

Deposit Amount: \$0.00

Balance Due: \$800.00

Final Payment Method: Check

Payment Terms:

Pay In Full At Event

Please make all payments payable to the Magic of Amore

If you have any questions concerning this invoice, call: (631) 246-5222

THANK YOU FOR YOUR BUSINESS!

P.O. Box 466
Jericho, NY
11753



CONTRACT

61

AGREEMENT made this 9th day of March 2022, between
HOLLYROCK ENTERTAINMENT (hereinafter referred to as "ARTIST") and
City of Glen Cove (Hereinafter referred to as "Purchaser"). It is mutually
agreed between the parties as follows: The Purchaser hereby engages the ARTIST and the
ARTIST hereby agrees to conditions herein set forth, including those hereof entitled "Additional

1. PLACE OF ENGAGEMENT: Landing ES
Exact address 60 McLoughlin St. Glen Cove LI
2. DATE (s) OF ENGAGEMENT: Friday July 8, 2022
3. HOURS OF ENGAGEMENT: 9:30 AM -10:30 AM younger campers
10:45 AM -11:45 AM Older Campers
4. APPROX. ARRIVAL TIME: 8:30 AM *INCLUDES A \$50.00 DISCOUNT
- 5 FULL PRICE AGREED UPON: *\$1,450.00 includes "Brain Challenge" the Live TV Game Show
with physical challenges & CHAMPIONSHIP SIMON SAYS (TWO SHOWS)

All payments shall be paid by ~~certified~~ check, money order, bank draft or cash as follows:

- A. \$ 450.00 shall be paid by PURCHASER to and in the name of ARTIST
not later than April 30, 2022
- B. \$ 1,000.00 shall be paid by PURCHASER to ARTIST not later than
July 8, 2022

6. SPECIAL PROVISIONS: "Brain Challenge" for the City of Glen Cove day camp
approximately: 300 guests Arrangements with asst director Debbie Moran
GIRLS VS BOYS FOR THE CHAMPIONSHIP OF THE WORLD!
Overtime Hour none Counselors will play too! Director at Camp Stefania?

One signed copy must be returned to
Hollyrock Entertainment

by: April 30, 2022
DMoran@GlenCoveNY.gov

HOLLYROCK ENTERTAINMENT

By: [Signature]
(PURCHASER): City of Glen Cove

Address: 9 Glen Street
Glen Cove New York 11542
Phone: 676-3766

The above signatures confirm that the parties have read and approved each and all of the
"Additional Terms and Conditions" set forth on the reverse side hereof.

Referred By 12th year with City of Glen Cove

P.O. Box 466
Jericho, NY
11753



516-364-5408

CONTRACT

AGREEMENT made this 9th day of March 2022, between
HOLLYROCK ENTERTAINMENT (hereinafter referred to as "ARTIST") and
City of Glen Cove (Hereinafter referred to as "Purchaser"). It is mutually
agreed between the parties as follows: The Purchaser hereby engages the ARTIST and the
ARTIST hereby agrees to conditions herein set forth, including those hereof entitled "Additional

1. PLACE OF ENGAGEMENT: Landing ES
Exact address 60 McLoughlin St. Glen Cove Long Island
2. DATE (s) OF ENGAGEMENT: Monday August 1, 2022 "TIC TAC TOE" & Name That Tune"
3. HOURS OF ENGAGEMENT: 9:30 AM -10:30 AM younger campers
10:40 AM -11:40 AM Older Campers
4. APPROX. ARRIVAL TIME: 8:30 AM **INCLUDES \$125.00 Discount (using us twice)
- 5 FULL PRICE AGREED UPON: **\$1,375.00 includes "TIC TAC TOE" & Name That Tune
with referee, Master of Ceremonies, challenges & CHAMPIONSHIP SIMON SAYS

All payments shall be paid by ~~certified~~ check, money order, bank draft or cash as follows:

- A. \$ 475.00 shall be paid by PURCHASER to and in the name of ARTIST
not later than April 30, 2022
- B. \$ 900.00 shall be paid by PURCHASER to ARTIST not later than
August 1, 2022

6. SPECIAL PROVISIONS: "Tic Tac Toe" for the City of Glen Cove day camp
approximately: 300 guests Arrangements with asst director Debbie Moran
Girls vs boys for championship of the world. If Requested: 2 hour DJ-10 Game Carnival \$1,400
Overtime Hour none Counselors will play too! (only two dates this summer)

One signed copy must be returned to
Hollyrock Entertainment

by: April 30, 2022
DMoran@GlenCoveNY.gov

HOLLYROCK ENTERTAINMENT

By: [Signature]
(PURCHASER): City of Glen Cove

Address: 9 Glen Street
Glen Cove New York 11542
Phone: 676-3766

The above signatures confirm ~~that~~ the parties have read and approved each and all of the
"Additional Terms and Conditions" set forth on the reverse side hereof.

Referred By 12th year at Glen Cove



GROUP EVENT AGREEMENT

PARK INFORMATION	
Park Name:	Splish Splash
Mailing Address:	2549 Splish Splash Drive Calverton, NY 11933
Contact Name:	Ashleigh Morris
Phone:	(631) 727-3600
Fax:	
Email:	ashleigh.morris@palaceentertainment.com

EVENT INFORMATION		
Event Date and Time:	Event Start Time:	Event End Time:
7/26/2022	10:00 AM	6:00 PM
Food Service Time(s):		
Area Reserved:		
Deposit Amount:	\$809.80	
Deposit Due Date:	4/5/2022	

GROUP INFORMATION		
Group Name:	City of Glen Cove	
Street Address:	9 Glen St	
City:	State:	Zip Code:
Glen Cove	New York	11542
Phone:	Email:	
(516) 676-3766	dmoran@glencoveny.gov	
Contact Name:	Debbie Moran	
Title:		

SHIPPING INFORMATION		
Shipping Name:	City of Glen Cove	
Shipping Address:	9 Glen St	
City:	State:	Zip Code:
Glen Cove	New York	11542
Phone:	Email:	
(516) 676-3766	dmoran@glencoveny.gov	
Contact Name:	Debbie Moran	
Title:		

Description	Min # Guaranteed	Estimated Attendance	Unit Price	Net Total
Group Admission - 2022 Pricing	100		\$39.99	\$3,999.00
Bus Parking	2		\$25.00	\$50.00
TOTAL:				\$4,049.00

SPECIAL INSTRUCTIONS/PROMOTIONAL MERCHANDISE OR MATERIALS
Rain date: 7/27/2022

Client Signature:

Date:

Name (Print):

Title:

Park Signature:

Date:

Name (Print):

Title:

TERMS AND CONDITIONS OF GROUP EVENT AGREEMENT

- 1. PARTIES:** This Group Event Agreement ("Agreement") is entered into between the "Park" and the "Group" respectively named above. Group is herein appointed for the purpose of ticket sales only and shall have no power or authority to act for Park in any capacity other than in the sale or disbursement of consigned group Event tickets.
- 2. ACCEPTANCE:** This Agreement becomes effective and binding on the date of Group's signature. Park has no obligation whatsoever unless and until Group makes the necessary Deposit Fee payment (and other specified payments) and Park accepts the same, and until such time, Park may book any other group on the specified dates/times or cancel this Agreement. The signatures on behalf of Group and Park above evidence agreement to all of the terms and conditions of this Agreement.
- 3. GROUP EVENTS:** All group Events are subject to the terms and conditions of this Agreement, the terms and conditions printed on the tickets involved in the Event and, to the extent not inconsistent or conflicting with those two sets of terms and conditions, Group's proposal attached hereto (if any).
- 4. TICKETS & PRICES:** Group may reserve additional tickets for the Event at the prices listed on the reverse side of this Agreement. Prices are based on the stated Estimate; a decrease in the actual number of Group members may result in correspondingly higher ticket prices. If Group fails to make timely Deposit Fee payment, ticket prices are subject to change. Title to all tickets shall remain with Park until sold. Tickets may only be sold to (a) Group's members and (b) general public only if the Internet is not used to offer tickets to non-Group members.
- 5. FOOD, BEVERAGES, & MERCHANDISE:** Except as otherwise agreed, all food and beverages consumed at the Park must be purchased at the Park Facility. Group may arrange catering services with the Park prior to the Event. The quoted prices are subject to change until final confirmation of a menu and the number of meals to be served. Group may also sell retail merchandise on Park Facility to its own members, subject to Park's approval and supervision.
- 6. EVENT AREA RESERVED:** The reserved area is as specified above. Park, in its sole discretion, reserves the right to relocate the Group to a different area within the Park. All reasonable efforts will be made to relocate the Group to an area which is equally desirable.
- 7. DEPOSIT FEE:** Except as may be specified differently in , Group shall pay a non-refundable deposit fee within thirty (30) days of the Agreement's execution to hold and confirm the Group Event. The deposit fee shall be applied toward Group's total costs for the Event, unless Group forfeits the deposit fee by a no-show or canceling the Event. A no-show without prior written notice to Park shall make Group liable for the full minimum guarantee.
- 8. FINAL GUARANTEE:** No less than five (5) days prior to the date of the Event, Group shall provide Park with: (1) the number of participants attending the Event; (2) the number and type of tickets to be used; (3) the number of meals to be served; and (4) the number of additional goods or services to be provided.
- 9. PAYMENT: GROUP SHALL PAY FOR THE EVENT (INCLUDING ALL TICKETS, CATERING, AND ADDITIONAL GOODS AND SERVICES) IN FULL AT LEAST 14 BUSINESS DAYS PRIOR TO THE EVENT** (unless otherwise specified herein), and simultaneously return all unused tickets. Group shall pay all fees and expenses for: (1) the actual number of tickets used, meals prepared or served, and additional goods and services provided; (2) 100% of the number of tickets, meals, and additional goods and services that Group provided to Park in its final guarantee; OR (3) the minimum number of tickets, meals, and additional goods and services Group guaranteed to purchase (as provided on the reverse side of this Agreement), whichever is greater. Group shall remit payment in the form of cash, credit card, money order or approved Group check (no second-party or personal checks will be accepted), and forwarded to Park's mailing address specified.
- 10. TAX:** All applicable state and local taxes as of the Event Date will be added.
- 11. CANCELLATION:** Either party may cancel the Event by providing thirty (30) days prior written notice to the other party. In the case of inclement weather, Park may close the Park at its sole discretion and will attempt to reschedule the Event. If the Park remains open, Group is expected to hold the Event. Park is not responsible for disruption of the Event by nature, or for any damages, costs or expenses arising out of cancellation. In the event Group cancels the Event, Group shall forfeit its Deposit. If Group cancels the Event with less than thirty (30) days written notice, Group shall also reimburse Park, as liquidated damages, for an amount equal to 50% of the minimum guaranteed ticket sale (including meals and other goods/services requested) at the agreed upon price. If Group cancels the Event with less than ten (10) days written notice, Group is responsible to Park for the full contract price: 100% of the minimum guaranteed ticket sale (including meals and other goods/services requested) at the agreed upon price.
- 12. RISK OF LOSS & REFUNDS:** Group assumes full responsibility and risk of loss for all group tickets consigned, and agrees to pay Park the equivalent cash value for all non-returned tickets, regardless of the reason or cause for said nonreturn. Park shall not give any refunds, nor anything else of value, for prepurchased tickets that are not used.
- 13. WARRANTY:** The person who executes this Agreement on behalf of each party expressly represents and warrants that he or she has the full and complete authority to do so. EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARK MAKES NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 14. LIABILITY:** Park reserves the right to inspect and control all private Events on its premises. Park has the sole discretion to eject the Guest or any of its members or other ticketed guests from Park's premises at any time. Group shall be liable for any and all damages suffered or incurred by Park, Park employees, the Park Facility or any third parties, which are caused (directly or indirectly) by Group (including without limitation its employees, agents, contractors, vendors, performers or invitees). Park shall not be liable for loss or damage of or involving personal property or equipment brought into the Park.
- 15. INDEMNIFICATION:** Group shall indemnify, hold harmless and defend Park (including its managers, owners, officers, directors, agents, employees, affiliates and parent companies), from all claims, liabilities, damages or costs (including reasonable attorneys' fees), which may be incurred in conjunction with the Group's acts or omission, negligence, willful misconduct or illegality, or in connection with this Agreement.
- 16. INSURANCE:** Group certifies that it has adequate insurance to cover any injury or damage it may cause or suffer in connection with the Group Event or this Agreement. Alternatively, Group agrees to bear the costs of any such injuries or damages itself. It shall be the sole responsibility of Group to obtain the appropriate amount of insurance to cover its obligations hereunder. Group shall, upon request, furnish Park with a copy of its insurance certificate. Park may also require that it be named as an additional insured.
- 17. ASSIGNMENT & MODIFICATION:** This Agreement is not assignable and shall not be modified except in writing and signed by both parties.
- 18. GOVERNING LAW/FORUM FOR DISPUTES:** The laws effective in the state where the Event is to be held, as effective on the Event Date, shall govern the validity, performance and construction of this Agreement along with any matters arising out of or related to this Agreement, without giving effect to this state's conflict of law principles. Jurisdiction and venue shall lie in the courts of the county or nearest county where the Event takes place. Group irrevocably consents to the exclusive jurisdiction of the aforesaid courts and to the service of process in the aforesaid courts by the mailing of copies thereof to Group at its address set forth above. Group further waives its right to a jury trial, to the extent permissible under the governing state's law.
- 19. INDEPENDENT CONTRACTOR:** Each party hereto is an independent contractor bearing its own risk of profit and loss.
- 20. MISCELLANEOUS:** This Agreement constitutes the complete, exclusive, and final agreement between the parties with respect to the subject matter herein, and it may only be modified by a written amendment signed by both parties. Delay or failure of Park to enforce any right or remedy under this Agreement shall not impair, or be deemed a waiver of, any right or remedy hereunder. The waiver by Park of the breach or default of any condition or provision hereof shall in no way impair the right of Park to avail itself of any right or remedy for any subsequent breach or default thereof. The unenforceability or illegality, in whole or in part, of any provision of this Agreement shall not affect the validity of the remainder of such provision or of any agreement resulting from such invalidity. Any provision herein that, by its nature, should survive shall survive the termination or expiration of this Agreement.



CITY OF GLEN COVE
9 Glen Street, Glen Cove, NY 11542
(516) 676-3345

EVENT PERMIT



NAME OF APPLICANT Don't know PHONE
ADDRESS OF APPLICANT E-MAIL
NAME OF EVENT TO BE HELD Gold Coast Cruisers
DATE(S) OF EVENT Sun., 6/26/22 , Raindate Sun., 8/14/22
TIME(S) OF EVENT 6 AM - 4 PM
LOCATION OF EVENT Morgan Park
NAME & ADDRESS OF OWNER OF PREMISES

EVENT SPONSOR IS: FOR PROFIT ☐ (\$25.00) NON-PROFIT ☒
DATE: SIGNED:
APPLICANT
DATE: SIGNED:
OWNER OF PROPERTY

INCLUDE A COPY OF CERTIFICATE OF LIABILITY INSURANCE NAMING THE CITY OF GLEN COVE ADDITIONALLY INSURED FOR \$1,000,000 PER INCIDENT.

PERMIT APPROVED ON: CITY CLERK
PERMIT NO.

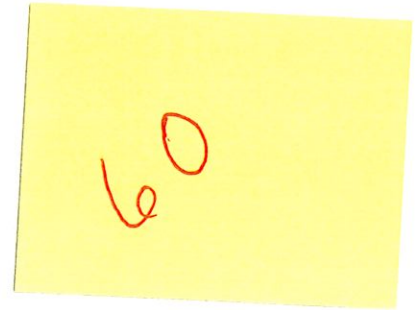
Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

Traffic Patrol Officers @ hours on duty x \$ average salary

Per hour =



CITY OF GLEN COVE
9 Glen Street
Glen Cove, NY 11542
516-676-3345



GARVIES POINT EVENT PERMIT

NAME OF APPLICANT RXR PHONE
ADDRESS OF APPLICANT 49 Herb Hill Road, Glen Cove, NY 11542 E-MAIL
NAME OF EVENT TO BE HELD Private Birthday Party
DATE(S) OF EVENT Saturday, May 7th
TIME(S) OF EVENT 12:00pm - 4:00pm
LOCATION OF EVENT Garvies Point Lawn, Glen Cove, NY 11542
NAME & ADDRESS OF OWNER OF PREMISES RXR, 49 Herb Hill Road, Glen Cove, NY 11542

EVENT SPONSOR IS: FOR PROFIT ☐ (\$25.00) NON-PROFIT ☐
DATE: 4/22/2022 SIGNED: *Janet Raymon*
DATE: 4/22/2022 SIGNED: *Janet Raymon*
APPLICANT
OWNER OF PROPERTY

MAINTAIN COMMERCIAL GENERAL LIABILITY INSURANCE FOR CLAIMS RESULTING FROM THE EVENT, WHICH POLICY SHALL NAME THE FOLLOWING AS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS (INCLUDE A COPY OF CERTIFICATE OF LIABILITY INSURANCE EVIDENCING THE BELOW PARTIES AS ADDITIONAL INSURED):

- 1. The City of Glen Cove, Glen Cove Industrial Development Agency, and Glen Cove Local Economic Development Corporation**
- 2. RXR Glen Isle Partners LLC**
- 3. The Garvies Point Master Association Inc. (the "Master Association") and any Member, Manager and Officer of the Master Association**

LIMITS OF INSURANCE MUST BE AT LEAST \$2,000,000 PER OCCURRENCE AND GENERAL AGGREGATE, OR LIMITS OF LIABILITY INSURANCE ACTUALLY MAINTAINED, WHICHEVER IS GREATER.

IF THE EVENT IS A ROAD RACE OR PARADE

INCLUDE A MAP OF THE RACE COURSE or PARADE ROUTE

PERMIT APPROVED ON: _____ CITY CLERK _____ PERMIT # _____

Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit. ____ Traffic Patrol Officers @ _____ hours on duty x \$ _____ average salary per hour \$ _____



CITY OF GLEN COVE
9 Glen Street, Glen Cove, NY 11542
(516) 676-3345

EVENT PERMIT

NAME OF APPLICANT Girls Rising PHONE 516-334-5151
ADDRESS OF APPLICANT 100 Glen Cove Rd, Glen Cove, NY 11542 E-MAIL info@girlsrising.org
NAME OF EVENT TO BE HELD Girls Rising Music Festival
DATE(S) OF EVENT June 18, 2022 Raindate June 19
TIME(S) OF EVENT 12-9:30 PM
LOCATION OF EVENT Glen Cove Morgan Park
NAME & ADDRESS OF OWNER OF PREMISES _____

EVENT SPONSOR IS: FOR PROFIT ☐ (\$25.00) NON-PROFIT ☒
DATE: 5/9/22 SIGNED: Cathy Heller
DATE: _____ SIGNED: _____
APPLICANT
OWNER OF PROPERTY

INCLUDE A COPY OF CERTIFICATE OF LIABILITY INSURANCE NAMING THE CITY OF GLEN COVE ADDITIONALLY INSURED FOR \$1,000,000 PER INCIDENT.

IF THE EVENT IS A ROAD RACE OR PARADE

INCLUDE A MAP OF THE RACE COURSE or PARADE ROUTE

PERMIT APPROVED ON: _____
CITY CLERK
PERMIT NO. _____

Following is a breakdown of the costs for traffic control for this event. Payment is due prior to receipt of the Event Permit.

_____ Traffic Patrol Officers @ _____ hours on duty x \$ _____ average salary

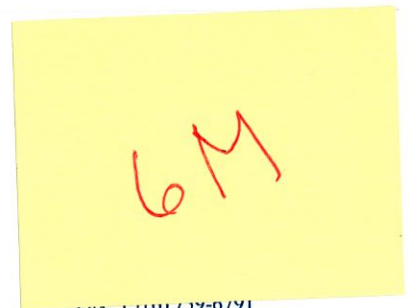
Per hour = _____

Pamela D. Panzenbeck
Mayor

Michael A. Piccirillo
Controller
mpiccirillo@glencoveny.gov



CITY OF GLEN COVE
OFFICE OF THE CITY CONTROLLER
City Hall, 9 Glen Street, Glen Cove, NY 11542



Tel: (516) 759-6791

www.glencoveny.gov

TRAINING REQUEST FORM

Date: April 18, 2022

Your Name: Yelena Quiles

Department: Finance - Purchasing

Class Requested: Legislation & Legal Environment

Cost of Class: \$155.00

Date(s) of Class(es): May 3, 2022

Costs Associated with Class:

Airfare: _____ Car Service: _____

Hotel: _____ Meals: _____

Rental Car: _____ Parking: _____

Gas: _____

Mileage: _____

Tolls: _____

Total Estimated Cost of Class plus Expenses: \$ 155.00

FUND LINE: A1310-55442

Department Head Signature: **Michael A. Piccirillo**

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencoveny.gov, c=US
Date: 2022.04.19 16:46:39 -0400

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.

Pamela D. Panzenbeck
Mayor

Michael A. Piccirillo
Controller
mpiccirillo@glencoveny.gov



CITY OF GLEN COVE
OFFICE OF THE CITY CONTROLLER
City Hall, 9 Glen Street, Glen Cove, NY 11542

Phone: (516) 676-2000
Fax: (516) 759-6791

www.glencoveny.gov

TRAINING REQUEST FORM

Date: April 18, 2022

Your Name: Jenna Belfiore

Department: Finance - Purchasing

Class Requested: Legislation & Legal Environment

Cost of Class: \$155.00

Date(s) of Class(es): May 3, 2022

Costs Associated with Class:

Airfare: _____ Car Service: _____

Hotel: _____ Meals: _____

Rental Car: _____ Parking: _____

Gas: _____

Mileage: _____

Tolls: _____

Total Estimated Cost of Class plus Expenses: \$ 155.00

FUND LINE: A1310-55442

Department Head Signature: **Michael A. Piccirillo**

Digitally signed by Michael A. Piccirillo
DN: cn=Michael A. Piccirillo, o=City of Glen
Cove, email=mpiccirillo@glencoveny.gov, c=US
Date: 2022.04.19 16:49:25 -04'00'

*Must obtain City Council Approval before training class/conference. This could take at least two weeks.