

APPENDIX D
PARKING AGREEMENT

**LICENSE FOR USE OF FACILITIES OF
C. W. POST CAMPUS/LONG ISLAND UNIVERSITY
BROOKVILLE, NEW YORK 11548**

In consideration of the license hereby granted to The Jewish Congregation of Brookville hereafter described as the "Licensee", to use the facilities of the C.W.Post Campus of Long Island University, hereafter described as the "Licensor", and the term thereof as set forth in Schedule A annexed hereto, the undersigned Licensee agrees to comply with the following conditions:

1. The Licensee shall pay to the Licensor a basic rental fee as set forth in Schedule A.
2. In addition to the basic rental fee, the Licensee shall reimburse the Licensor for such services as are provided by the Licensor for the support of each event. Schedule A, annexed hereto, describes such service.
3. The Licensee shall not contract for nor use anyone for traffic regulation or security purposes without prior approval of the Licensor.
4. The Licensee agrees to identify the Licensor in all publicity materials as the C. W. Post Campus of Long Island University. The name "C. W. Post Campus," "Long Island University," or "LIU" as part of any group or camp name may not be used without prior express written consent of the Licensor.
5. Licensee shall make no assignment or sublicense of this agreement or any of its rights hereunder, except with written consent of the Licensor; nor shall Licensee suffer or permit the premises to be occupied by others not authorized by the Licensor.
6. Neither this agreement nor any act hereto shall be construed as (a) making the Licensor an employee of the Licensee, its agents or its employees or of any independent contractor hired by the Licensee or (b) creating or establishing a partnership, landlord/tenant relationship, joint venture, or association of any type between Licensor and Licensee. The only relationship intended to be created hereunder is a Licensor/Licensee relationship. The Licensee shall indemnify and hold Licensor harmless of and from all suits, claim, liability, loss and demands against the Licensor on the ground that the Licensor is a partner, joint venture or employer as a result of this agreement.

7. Insurance and Indemnification Clause- Other Licensees

Licensee agrees to defend, indemnify and hold harmless Long Island University (hereinafter referred to as "Licensor"), its trustees, officers, employees, representatives and agents (collectively, the "Indemnified Parties"), against any and all losses, expenses, claims, demands, damages, judgements, liabilities or alleged liabilities (including attorneys' fees) of any nature whatsoever resulting from, arising out of or in consequence of the negligent acts or omissions, or willful misconduct, of Licensee, its employees, agents, invitees, or others acting under its direction or control (collectively, "Licensees") with respect to Licensor's facilities, including, but not limited to, damage to property, any injuries or death sustained by any person or persons, employees, agents, invitees and the like in or about any location within Licensor's premises, whether or not occurring within the specific area of the premises being utilized by Licensee, any infringement of copyright, royalty or other proprietary right in consequence of any activity or performance on Licensor's premises, any injuries or damages resulting from defects, malfunction, misuse, etc. of licensee-provided equipment or materials, or any injuries or damages sustained by or to persons or property in consequence of any act, words or images included as part of any such activity or performance on Licensor's premises. The foregoing indemnity shall include injury or death of any of Licensee's employees or invitees and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other employee benefits acts; Licensee agrees to waive its right of subrogation against the Indemnified Parties applicable to any such claims brought by Licensee's employees or subcontractors. It is further understood and agreed that Licensee will require any subcontractors or others acting under its direction or control to: 1. execute an insurance and indemnification waiver in favor of the Indemnified Parties agreeing to the same terms and conditions as is contained herein, 2. maintain the same insurance coverage as set forth below, and 3. provide certificates of insurance evidencing the required coverage and naming LIU as "Additional Insured". Licensee is responsible for any thefts of Licensor's property by Licensee, its employees, or anyone acting under the direction or control of any of them.

Licensee will secure, purchase and maintain, at its own expense, the following insurance policies in full force and effect during all periods of use/services covered by the agreement:

- a) Statutory Workers' Compensation and Employer's Liability Insurance affording the statutory limits/coverage under the Workers' Compensation Laws of the State of New York.
- b) Statutory New York State Disability Insurance.
- c) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, bodily injury and property damage combined; \$1,000,000 per occurrence for personal and advertising injury; \$2,000,000 Products/Completed Operations Aggregate; and \$2,000,000 per location aggregate. This policy shall be written on an "occurrence" basis and the deductible shall not exceed \$5000 per occurrence.

The policy shall be endorsed to name Licensor as an "Additional Insured". Definition of Additional Insured shall include all trustees, officers, employees, agents and representatives. Further, coverage for the Additional Insured shall apply on a primary basis irrespective of any other insurance, whether collectable or not.

- d) Comprehensive Automobile Liability Insurance containing a \$1,000,000 combined single limit for bodily injury and property damage covering all owned, non-owned and hired vehicles.
- e) Property Insurance covering all equipment and material (owned, borrowed or leased by Licensee or its employees) utilized in and/or related to Licensee's activity or performance conducted on Licensor's premises, to the full replacement value thereof, during the term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. The property policy shall allow for a waiver of subrogation in favor of Licensor and Licensee hereby agrees to waive its right of subrogation against Licensor. Failure of the Licensee to secure and maintain adequate coverage shall not obligate the Licensor, its agents or employees, for any losses.
- f) Umbrella Liability Insurance of not less than a \$5,000,000 per location limit, and applying in excess over all limits and coverages noted in paragraphs c and d above. This policy shall be written on an "occurrence" basis and include Licensor as "Additional Insured", as hereinbefore defined in paragraph c above.

All policies shall be written with insurance companies licensed to do business in New York State and rated not lower than A:9 in the most current edition of A.M. Best's Property Casualty Key Rating Guide. All policies will provide primary coverage for obligations assumed by Licensee under this agreement and shall be endorsed to provide that Licensor shall receive thirty (30) days prior written notice in the event of cancellation, non-renewal or material modification.

Licensee will, at least ten (10) days before the initial period of use granted under this agreement, and prior to any expiration or anniversary of the respective policy terms, deposit with the Insurance Manager of Long Island University, University Center, 700 Northern Blvd., Brookville, NY 11548-1326, certificates of insurance evidencing compliance with all insurance provisions noted above. Licensee accepts that failure to provide adequate or proper certification of insurance, specifically including Long Island University as "Additional Insured", shall immediately be deemed a breach of contract.

8. This agreement shall not become effective until a copy of this agreement, executed by the Licensor, has been delivered to the Licensee.

9. In the event of questionable conditions, hurricane, blizzard, accident, etc., it is necessary that the Licensee contact LIU/C.W.Post Campus to ascertain if our campus, buildings and grounds, are accessible.

10. Payment must be received ten (10) business days prior to starting date.

All schedules, additional considerations and modifications annexed hereto shall be considered integral parts of this agreement.

The license may be revoked by the Licensor whenever it shall appear that the use of the facilities shall endanger the facilities herein provided, or the security, or the well being, of the Licensee, or of its invitees.

Jewish Congregation of Brookville

By: Debra A. Rechen

Licensee

By: BA **Vice President for Finance and Treasurer Licensor**

Terms of Agreement

LICENSE FOR USE OF FACILITIES OF
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BROOKVILLE, NEW YORK 11548

Schedule A

The Jewish Congregation of Brookville

Date of event:

Time of event: **see above**

Area of event: Lower Parking Lot

Fee Structure: Complimentary

Public Safety Charges:

Total Estimated Charges: \$

Licensee shall pay any additional direct expenses for services to be agreed upon (e.g., public safety).

Licensors shall provide the facilities listed above.