

LIMITED USE LICENSE AND CONCESSION AGREEMENT

THE PARTIES: The **Town of Lansing**, as an incorporated subdivision of the State of New York, with its offices at 29 Auburn Road, Lansing New York 14882 (herein, the "Town") and **Paddle-N-More Inc.**, Attn. Jennifer Wells, President, 711 Auburn Road, Groton, NY 13073 (herein, the "Licensee")

WHEREAS, licensee wishes to use, occupy or encroach upon parkland within and owned or operated by the Town of Lansing, including specifically Myers Park and Salt Point (collectively, the "Park"), for the purposes of operating a concession, which parkland location and concessionary use is more specifically described in the document included and incorporated into this Agreement; and

WHEREAS, the Town of Lansing has a Local Law (#2 of 2007) that requires a permit for any rental, commercial, or like activities conducted in any parks of the Town, and such Local Law and this License Agreement (the "Agreement," including as required under Town Law), and the Permit made a part hereof, shall authorize Licensee to enter and so use the Park as herein authorized, and as Licensee desires to license use of improvements, facilities, and land in the Park from the Town, and the Town agrees to license the same, but only and solely upon the terms stated in this Limited Use License Agreement (the "License"), such that the terms hereof are accepted by both parties, and

NOW, THEREFORE, upon the terms and conditions herein stated and for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the Town and Licensee (collectively the "Parties"), the Parties agree as follows:

1. LICENSE, TERM & FEE. The Town hereby agrees to License to Licensee, and Licensee hereby agrees to License from the Town, the right to use of certain areas and improvements identified on Schedule A hereto (herein, the "Premises"), subject to the terms and conditions herein stated or incorporated, and for the purposes of operating and managing a certain permitted concessionary use for non-motorized or paddle watercraft concessions within Myers Park, including upon the terms and conditions set forth in Exhibit B. This License shall commence upon the execution hereof by both Parties and shall thereafter continue through December 31, 2026 (the "Term"). The License may thereafter may be renewed for successive 2-year periods upon terms as may in the future be agreed to by the Parties (an "Extended Term," being also a Term). Licensee shall pay as a license fee for use of the Premises the amount of 10% of the gross concession sales with a cap amount of \$12,000. (the "Fee" or "Fees"). Fees shall not include commissions on any amount of sales taxes collected or due, all Fees shall be paid annually on or before March 1 for the preceding year, and an accounting of such Fee amounts shall be submitted to the Town substantially in the form and containing the information set forth in Exhibit C. Notwithstanding any term of this Agreement, or any other representations, agreements, or discussions between the Parties, this License is revocable at the will of the Town, with or without cause or reason, and without recourse by Licensee, and nothing herein grants, conveys, or gives to Licensee any right, title or interest in or to the Park or any rights of use therein, except as set forth here, all of which rights are revocable at will by the Town.

2. NO WARRANTIES; CONSEQUENTIAL DAMAGES EXCLUDED. LICENSEE ACKNOWLEDGES THAT THE TOWN HAS NOT MADE AND DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, AS TO THE FITNESS, CONDITION, MERCHANTABILITY, DESIGN, OR OPERATION OF THE PREMISES OR ANY FIXTURES OR EQUIPMENT THAT MAY BE THEREIN, ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OR CAPACITY OF THE PREMISES, NOR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. THE TOWN SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE OR THE USE OF THE PREMISES, EVEN IF THE TOWN IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES, AND EVEN IF SUCH DAMAGE OR LOSS WAS FORESEEABLE.

3. NO AGENCY. Licensee acknowledges and agrees that it is not an agent of the Town, and that the sole relationship between the Parties is that of licensor and licensee.

4. LOSS OR DAMAGE; INSURANCE. Licensee hereby assumes and shall bear the entire risk of loss for theft, damage, destruction or other injury to the Concession Area from any and every cause whatsoever, including any and all improvements, equipment and fixtures in or upon the Concession Area. Licensee shall not be responsible for theft, damage, destruction or other injury to other parts of the Park or any building or improvements in which the Concession Area is located which are not used by Licensee, and references herein stating or implying otherwise (except as to insurance obligations) are intended to require only a duty to maintain such areas as used and maintain insurance for all Parks and operations. Licensee shall obtain and maintain for the entire Term insurance against loss or damage upon the terms as outlined in Exhibit D.

5. NEGATIVE COVENANTS. Licensee shall not create, incur, assume, or suffer to exist any mortgage, lien, pledge, or other encumbrance or attachment of any kind whatsoever upon, affecting, or with respect to the Premises or this License. Licensee shall not assign or in any way dispose of all or any part of its rights or obligations under this License, or enter into any sublicense or sublease without the prior written consent of the Town, which consent may be withheld for any or no reason.

6. EVENTS OF DEFAULT. Any default under this License shall be deemed an "Event of Default." Each of the following shall also be deemed an Event of Default: *Nonpayment* - If Licensee fails to pay any Fee or any other payment required hereunder when due and payable, by acceleration or otherwise, and such failure continues for a period of five or more days; *Breach of License or of Warranty* - If Licensee breaches this License or defaults in performance hereunder, or if any representation or warranty contained herein is breached or is misleading, false or incorrect when made or at any time thereafter; *Insurance* - If Licensee fails to keep the Premises and all operations duly insured; *Failure to Perform* - If Licensee fails to perform, fails to reasonably provide services to users of the Park as herein envisioned, and such failure or breach shall continue and not be cured within 15 days of notice thereof delivered by the Town; *Death, Dissolution or Insolvency* - If any Licensee dies, dissolves, or is adjudicated insolvent or bankrupt.

7. FIXTURES AND EQUIPMENT. Licensee shall maintain all fixtures and equipment in the Park in good repair, condition, and working order, and shall furnish any and all parts, mechanisms,

and devices required to keep and maintain such fixtures and equipment in good repair, condition, and working order. Licensee shall assume all risk and liability arising from or pertaining to the delivery, installation, leasing, possession, operation, use, storage, repair, maintenance, improvement, and return of any fixtures and equipment. Licensee shall comply with all governmental laws, regulations, requirements and rules, all manufacturer's instructions and warranty requirements, and with the conditions and requirements of all policies of insurance with respect to the Premises. Licensee is responsible for meeting and maintaining compliance with all codes, sanitary, building or otherwise, that affect the Premises or the fixtures or equipment, including, but not limited to, maintaining or obtaining any certificates of occupancy or compliance.

8. REMEDIES. Upon the occurrence of any Event of Default and at any time thereafter, the Town may, with or without canceling this License, and in its sole discretion without recourse, do any one or more of the following: *Cancel* - Terminate this License; *Repossession* - With or without notice or legal process enter and retake possession of the Premises, and remove Licensee therefrom without liability therefor, and if Licensee has business or personal property in or at the Premises the Town may remove and store such items at Licensee's expense and shall suffer no liability for loss or damage thereto; *Additional Amounts Due* - Licensee be liable for and promptly pay upon demand of the Town any and all expenses which the Town incur for any legal expenses, attorneys' fees, brokerage commissions, and all other costs paid or incurred by the Town for termination, retaking possession, and restoring the Premises to good order and condition; *Other Rights* - The Town may exercise any other right or remedy that may be available to it at law, equity, admiralty, and no remedy referred to herein is intended to be exclusive, but shall be cumulative and in addition to any other remedy available to the Town.

9. INDEMNITY. Licensee shall indemnify and hold the Town harmless, to the fullest extent permitted by law, from and against all claims, losses, liabilities, damages, judgments, suits, and all legal proceedings, and any and all costs and expenses in connection therewith (including attorneys' fees) arising out of or in any manner connected with this License or the use of the Premises by Licensee (including claims for injury to or death of persons and for damage to property, and claims relating to latent or other defects in the Premises, whether or not discoverable by Town). Licensee agrees to give the Town prompt notice of any such claim or liability. The indemnity required by this Section shall include the defense of the Town, and the costs of defense, including attorneys', experts', and consultants' fees.

10. NOTICE. Any notices or demands required to be given herein shall be given to the parties in writing by certified mail or by personal delivery to the addresses or email addressed herein set forth or provided by notice.

11. OTHER TERMS AND CONDITIONS. This License shall in all respects be governed by, and construed in accordance with, the laws of the state of New York. Licensee hereby waives the right to a trial by jury of any matters arising out of this License, or the conduct of the relationship between the Town and Licensee, and further waives all rights of counterclaim and set-off. The Town's failure at any time to require strict performance by Licensee of any of the provisions hereof shall not waive or diminish the Town's right thereafter to demand strict compliance therewith, or with any other provision. Waiver of any default shall not waive any other default. Any and all claims or causes of action, whether in law, equity, admiralty, or otherwise, accruing, arising, or assertable against the Town under or in connection with this License shall be

commenced within the shorter of the existing statute of limitations or one year from the date of occurrence of the event, act, or failure to act that gives rise to such claim or cause of action, and Licensee expressly acknowledges and agrees that such contractual limitations period shall apply to all matters and claims irrespective of any statutory provision to the contrary. Time is of the essence with respect to performance by Licensee under this License. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision. Licensee has made no objection to the condition of the Premises, the improvements thereof, or to the Park, and accepts the Premises and improvements in its AS IS, WHERE IS condition. Licensee hereby waives, individually and on behalf of Licensee's insurer(s), any and all claims or rights of subrogation against the Town for any loss or damage insured. The remedies provided for in this License shall be cumulative, and are in addition to any other remedies available to the Town at law, in equity, under admiralty, by statute, or otherwise.

12. ENVIRONMENTAL COVENANTS. Licensee will at all times comply with and will not violate any applicable federal, state, county, or local statutes, laws, regulations, rules, ordinances, codes, licenses, and permits of any governmental authorities relating to toxic or hazardous substances and environmental matters, and any amendments or extensions thereof, including, without limitation the Clean Air Act, the Federal Water Pollution Control Act of 1972, the Resource Conservation and Recovery Act of 1976, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the New York State Environmental Conservation Law, Navigation Law, and Public Health Law, and all other applicable environmental regulations and requirements, as all now exist or are hereafter amended or re-codified. Licensee will not cause any hazardous or toxic materials, substances, pollutants, or contaminants to be released into the environment, or deposited, discharged, placed, or disposed of on, at, or near the Premises. Licensee will, immediately upon receipt of actual or constructive notice of any violation of any of the matters referred to in this clause, promptly notify the Town and deliver copies of all documents relating thereto to the Town. Licensee's duties of indemnity as set forth in this Agreement shall also cover fines, penalties, and expenses relating to the same and all costs of investigation, monitoring, remediation, removal, restoration or permit acquisition that arise from or in relation to any act or failure to act of Licensee and its employees, agents, affiliates, visitors, customers, lessees, successors or assigns. Licensee acknowledges and agrees that the termination or expiration of this License shall not relieve or release Licensee of or from any indemnity to be so provided under this Agreement, as well as any legal liability or responsibility pertaining to any environmental cost or loss.

13. RECYCLING AND RELATED OBLIGATIONS. Licensee covenants and agrees, at Licensee's sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse, and trash, and Licensee shall arrange for such removal or collection at Licensee's sole cost and expense.

14. IDA AND RELATED REQUIREMENTS: Licensee hereby represents and warrants that it and none of its principles, owners, officers, employees, or Licensees will: (i) hire, employ, contract with, or utilize any person or entity that is identified on the Prohibited Entities List maintained under the NYS Iran Divestment Act of 2012; (ii) conduct business or operations in Northern Ireland, or be or become owned are directly or indirectly by any individual or legal entity has

business operations in Northern Ireland, except as may be allowed and in compliance with the NYS MacBride Fair Employment Principles (as partly codified in State Finance Law § 165(5); (iii) are individuals or entities that have been determined to have committed, or that poses a significant risk of committing, acts of terrorism or violations of US or international law that threaten the security of U.S. nationals or the national security, foreign policy, or economy of the U.S., including but not limited to persons and entities regulated by trade embargoes and prohibitions, by the International Emergency Economic Powers Enhancement Act of 2007, by the Trading with the Enemies Act, by the Foreign Narcotics Kingpin Designation Act, by Executive Order 13224 (“Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism”) and other related Executive Orders, by the rules of the US Department of the Treasury and OFAC that prohibit transactions with persons, entities, countries, governments, governmental agencies, and NGOs listed in any Executive Order, upon the Controlled Countries List, or the Specially Designated Nationals Lists, or which pertain to any prohibition in trade or commerce in relation to certain designated goods or conflict minerals; and (iv) Licensee and none of its affiliates have ever been named or listed upon any New York State debarment list, including those maintained by the Department of Labor and the Workers’ Compensations Board. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law), and all other County, State and Federal non-discrimination requirements and laws, Licensee will not discriminate against any person or entity because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, or upon any other direct or indirect basis due to any impermissible bias, discrimination, or prohibited classifications.

15. ENTIRE AGREEMENT. This License constitutes the entire understanding of the Parties, revokes and supersedes all prior discussions, negotiations, and agreements between the parties, and is intended as a final expression of their agreement.

LICENSEE : Paddle-N-More, Inc.

By: _____, President
Jennifer Wells

Town of Lansing

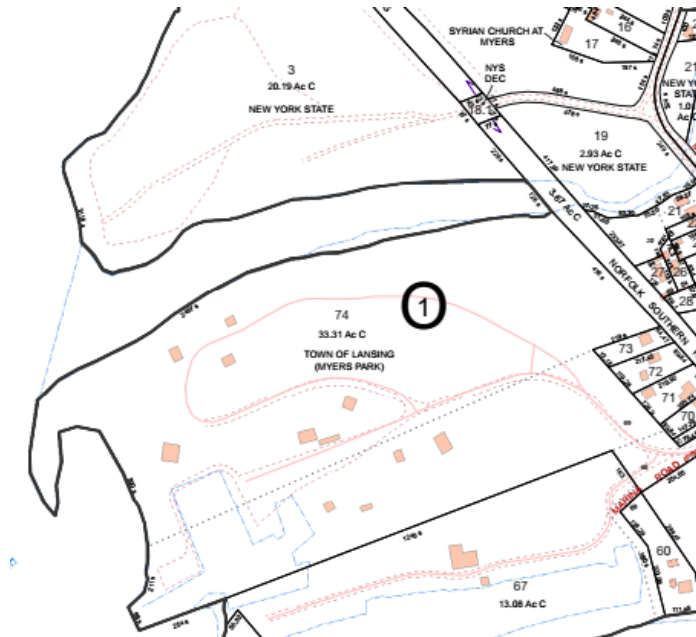
By: _____
Its: _____

**EXHIBIT A
LICENSED CONCESSION PERMIT AND FACILITIES MAP**

THIS EXHIBIT, WHEN PART OF A LICENSE AGREEMENT DULY EXECUTED BY THE TOWN OF LANSING, IS AND SHALL BE DEEMED A PERMIT AS REFERENCED IN AND REQUIRED BY TOWN OF LANSING LOCAL LAW #2 OF 2007, AND SUCH PERMIT SHALL BE VALID FOR THE TERM OF THE LICENSE AND ANY EXTENDED TERMS, UNLESS SOONER TERMINATED.

THIS PERMIT SHALL BE VALID FOR THE FOLLOWING LOCATIONS AND USES, EACH AS FURTHER DEFINED AND CONDITIONED BY THE UNDERLYING LICENSE AGREEMENT:

- Park: Myers Park and adjacent waterways under the control by ownership or license of the Town of Lansing.
- Location of Concession: Non-motorized Boat and Kayak slips and racks, and other areas marked on map below, and including buildings and improvements in such area to the extent allowed or permitted in the License Agreement.
- Items for Rental or Sale: Kayaks, Canoes, non-motorized watercraft and recreational vehicles, plus paddles, accessories and safety devices, and any assorted related sundries or supplies.
- Schedule/Hours of Operation: In discretion of Licensee based upon season and weather, but at reasonable times and providing reasonable availability as promotes safe recreational uses in the Park as an amenity and service to those using the Park.



When this License is executed above and remains in force, unrevoked, and in Term, and the signature of the Director of Parks and Recreation of the Town of Lansing, or his or her designee,

is set forth below, this Exhibit is and shall be and be deemed a validly issued Permit under Local Law #2 of 2007.

Town of Lansing Parks and Recreation Department

By: _____

Date: _____

EXHIBIT B
ADDITIONAL TERMS OF LICENSE AND DUTIES OF CARE

1. Maintain the Premises, facilities, and equipment in good condition in accordance with all applicable standards, rules, laws, regulations, License and requirements of the License Agreement, and all current boating laws. To the extent required, ensure current registration stickers and permits for all watercraft and the proper display of the same under applicable boating laws and regulations.
2. Provide properly fitting US Coast Guard approved Personal Floatation Devices (PFD) for each person on board each watercraft. Children 12 years of age and under must wear an approved PFD at all times when on the watercraft. Further provide adequate instruction to all renters and users to ensure basic operational knowledge of equipment rented and all safety requirements applicable to each piece of rental equipment.
3. Abide by the regulations of Town of Lansing Local Law Local Law #2 of 2007, the local law for "Rules and Regulations for Conduct and Other Activities in Parks of the Town of Lansing."
4. Ensure preprinted, consecutively numbered rental agreements are read and signed by each renter. The rental agreement shall include boating regulations and renters operating vessels must observe any and all applicable laws, statutes, rules or regulations pertaining to watercraft and boating. The rental agreement shall also include or have attached, a checklist identifying any existing or new damage to the craft. Also keep separate true and accurate books and records showing all of Licensee's business transactions under this Agreement in a manner that conforms to industry standards and practices and in a manner acceptable to Town.
5. Immediately report any accidents to the Town of Lansing Parks and Recreation Department.
6. Obtain all necessary licenses, permits, and approvals as set forth in the Agreement or as required by any other agency or authority, and abide by all applicable health, safety, permit conditions, and environmental codes and regulations.
7. No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, without prior written consent of the Town and only consistent with the purposes of the Agreement.
8. Licensee shall not serve, sell, provide, consume, or allow the consumption of alcoholic beverages upon or in the Premises.

EXHIBIT C
ANNUAL FINANCIAL REPORTING DOCUMENTATION

INCOME & PROFITS

Gross Sales/Receipts	\$	
Less Returned Sales and Allowances	\$	
Less Sales Taxes	\$	
NET SALES FOR PERIOD		\$

Cost of Goods Sold:	\$	
Inventory at Beginning of Period	\$	
Add Purchases During Period	\$	
Merchandise Available for Sale	\$	
Less Inventory at Close of Period	\$	
Less Cost of Goods Sold	\$	

GROSS PROFIT		\$
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EXPENSES

Salaries & Wages	\$	
Concession License fees	\$	
Insurance	\$	
Materials & Supplies	\$	
Maintenance & Repairs	\$	
Utilities (including telephone)	\$	
Advertising	\$	
Taxes & NYS Licenses	\$	
Legal & Accounting	\$	
Travel & Transportation	\$	
Interest	\$	
Security	\$	
Administrative Overhead	\$	
Depreciation (equipment)	\$	
Amortization (improvements)	\$	
Other	\$	
TOTAL EXPENSES		\$

NET PROFIT FROM OPERATIONS (EBITA)		\$
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STATEMENT OF MONTHLY GROSS SALES/RECEIPTS (NOT INCLUDING SALES TAXES)

Jan:
Feb:
Mar:
Apr:
May:
Jun:
Jul:

Aug:
Sep:
Oct:
Nov:
Dec:

CALCULATION OF CONCESSION/LICENSE FEE (10%): \$_____

If the "Total Monthly Gross Sales/Receipts" above does not match the Cash Flow Statement "Gross Sales/Receipts," please explain:

The undersigned declares and certifies that the above statement and the attached Cash Flow Statement and any attached documentation are not misleading due to including or failing to include any material data or facts, and that the same are true, accurate, and correct to the best knowledge of each of the undersigned.

AUTHORIZED _____

SIGNATURE:

DATE: _____

PRINTED

NAME

OF

PREPARER: _____

**EXHIBIT D
INSURANCE REQUIREMENTS**

Insurance. Licensee promises, represents, and warrants that it will maintain insurance in accordance with the following requirements for the entire time this Agreement remains in effect. Licensee shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best’s Ratings of A or higher in good standing and qualified to do business in New York State:

Insurance	Minimum Limits
Workers Compensation	Statutory limits
Commercial General Liability	\$1M per occurrence \$1M personal and advertising injury \$2M products and completed operations aggregate \$2M general aggregate
Automobile Liability-Owned, Hired, and Non-Owned	\$1M combined single limit
Excess / Umbrella Liability	\$1M Each occurrence
Professional liability / Errors and Omissions	\$1M per claim \$1M annual aggregate

The following shall also apply to all listed insurance requirements:

1. All insurance and policies shall name the Town, its officer, employees, and agents as additional party insureds (the “Additional Insureds”) with respect to the performance of and obligations arising in relation to this Agreement. The Town shall be notified in writing at least 30 days prior to cancellation of or any material change in the policy or coverage limits. The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if Licensee procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.

2. All Licensee insurance shall be primary and any Town coverages shall be secondary and non-contributory. All coverage shall include defense costs and shall apply to any liability arising from Licensee’s acts, errors, or omissions, and Licensee waives any and all rights of subrogation against the Town, and each such insurance policy shall be endorsed to waive (or shall expressly waive) subrogation rights and claims, but existence or non-existence of such waiver or endorsement shall not affect Licensee’s waivers of subrogation. Commercial General Liability coverages may be met through a combination of umbrella and primary policies, but in no case in form no less broad than a standard ISO CG 0001. No coverage exclusions or limitations as respects NY Labor Law requirements are permitted. All insurance and policies shall be written on an occurrence basis. Any deductibles or self-insured retentions shall be the sole responsibility of Licensee and coverages shall apply for the benefit of the Town and Additional Insureds as if no deductible or self-insured retention applied.

3. Upon request Licensee shall furnish certificates of insurance evidencing all identified insurance coverages (including without limitation, an Acord form) and, at least 30 days prior to the expiration of any policy, certificates evidencing additional or renewal policies. The failure to

request or furnish certificates, or of any certificate, policy, or coverage, to meet the requirements of this Agreement, shall not excuse compliance herewith by Licensee, nor constitute or be construed as a waiver by the Town any Additional Insured.

4. Licensee shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. Licensee shall bear the risk of loss with respect to any of its expenses or loss of income or profits.