

**LICENSE AGREEMENT
FOR FREESTANDING PORTABLE SIGNS**

This Agreement, dated _____ is made by and between the Village/Town of Mount Kisco, a Municipal Corporation, hereinafter referred to as "Licensor" and _____, hereinafter referred to as "Licensee".

WITNESSETH:

WHEREAS, the Licensor is the owner and/or is in possession of the real property located within the Village/Town of Mount Kisco at _____ ; and

WHEREAS, Licensee desires to obtain the authority to post a free-standing portable sign on said property, consistent with the terms of Village Code Chapter 89

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, Licensor and Licensee agree as follows:

1. TERM OF AGREEMENT

This Agreement shall be effective as of the date executed by all parties and approved as to form by the Village Attorney and shall continue indefinitely, provided continued compliance with the terms with the term of the Sign Permit and/or Sign Code, unless otherwise terminated in accordance with the provisions of this Agreement.

2. NATURE OF LICENSE

Licensee is hereby authorized to post the free-standing portable signage as directly adjacent to and abutting the façade of the establishment not to extend beyond the width of the façade and shall not block or otherwise obstruct safe access to establishment or to any adjoining property, and in accordance with all criteria as outlined in Village Code Chapter § 89-4 R.

3. CONTENT

The grant of this license by Licensor to allow Licensee to post its signs does not imply or conclude that the content of the signs represent the views or opinions of the Licensor.

4. FORMAT

Any and all free-standing portable signs shall not exceed the maximum size allowable and shall comply with all other requirements of the Village Code Chapter 89 to the satisfaction of the Building Inspector.

5. TERMINATION.

a. Licensor reserves the right to revoke this Agreement, with or without reason, at any time. Licensee agrees not to take any action to prevent Licensor from revoking such authorization.

b. Upon termination of this Agreement, Licensee agrees to remove all free-standing portable signage within three (3) days of written notice of termination. Any property not removed within three (3) days of notice of termination shall become property of Licensor.

Any property not removed within three (3) days shall become the property of Licensor.

6. DISCLAIMER OF LICENSOR'S OBLIGATION

Licensor shall have no obligation to improve, repair or maintain the property.

7. WAIVER OF CLAIMS

Licensor shall not be liable to Licensee, and Licensee waives all claims against Licensor for any damage to Licensee, to Licensee's property, to Licensee's business, or to any other person or property arising from any cause.

8. INDEMNITY

Licensee shall indemnify, protect, defend, save and hold Licensor, its officers, employees, and agents, harmless from any and all claims costs, damages, and expenses, or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Licensee or Licensee's officers, employees, volunteers, and agents during performance of this Agreement, or from any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Licensee or its employees, subcontractors, or agents, or by the quality or character of Licensee's work.

It is understood that the duty of Licensee to indemnify and hold harmless includes the duty to defend. Acceptance by the Village of insurance certificates and endorsements required under this Agreement does not relieve Licensee from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply, and shall further survive the expiration or termination of this Agreement. By execution of this Agreement, Licensee acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

9. INSURANCE

Licensee shall obtain and maintain in full force and effect throughout the term of the license a policy of general liability insurance, which such policy shall name the Village/Town of Mount Kisco, its officers, agents, attorneys and employees as additional insureds, have a combined single limit of not less than \$1,000,000 and contain a provision prohibiting its cancellation except upon 30 days' notice to the Village/Town of Mount Kisco. The applicant shall file with the Village Manager prior to the issuance of the license a certificate evidencing the requisite insurance.

10. NOTICE

a. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

1. When personally delivered to the recipient, notice is effective on delivery.
2. When mailed first-class to the last address of the recipient known to the party giving notice, notice is effective five (5) days after deposit in a United States Postal Service office or mailbox.

b. Addresses for purpose of giving notice are as follows:

Licensors: Village/Town of Mount Kisco, Attn: Village Manager
104 Main Street
Mount Kisco, New York 10549

Licensee: _____

11. AMENDMENTS

Any modification or amendment of any provision of this agreement shall be in writing and must be executed by both parties hereto.

12. MISCELLANEOUS PROVISIONS

A. Attorneys' Fees: In the event an action or proceeding is instituted by either party for the breach or enforcement of any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees according to law.

B. Venue: This Agreement shall be deemed to be made in, and the rights and liabilities of the parties, and the interpretation and construction of the Agreement governed by and construed in accordance with the laws of the State of New York. Any legal action arising out of this Agreement shall be filed in and adjudicated by a state court in the County of Westchester, State of New York.

C. Enforceability: If any term or provision of this Agreement is found to be void, voidable, invalid or unenforceable by a court of competent jurisdiction under the laws of the State of New York, any and all of the remaining terms and provisions of this Agreement shall remain binding.

D. Time: All times stated herein or in any other contract documents are of the essence.

E. Binding: This Agreement shall bind and inure to the heirs, devisees, assignees and successors in interest of Licensee and to the successors in interest of the Village in the same manner as if such parties had been expressly named herein.

F. Survivorship: Any responsibility of Licensee for warranties, insurance, indemnity, record keeping or compliance with laws with respect to this Agreement shall not be invalidated due to the expiration, termination or cancellation of this Agreement.

G. Waiver: In the event that either the Village or Licensee shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

13. ENTIRE AGREEMENT

This instrument and any attachments hereto constitute the entire Agreement between the Village and Licensee concerning the subject matter hereof and supersedes any and all prior oral and written communications between the parties regarding the subject matter hereof.

14. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

15. NON-ASSIGNABLE

This license agreement and any rights pursuant to same shall not be assignable. Any new owner, tenant or proprietor wishing to maintain such sign shall execute a new application and license agreement.

16. COUNTERPARTS

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties at such time as all of the signatories hereto have signed a counterpart of this Agreement. All counterparts so executed shall constitute one Agreement binding on all of the parties hereto, notwithstanding that all of the parties are not signatory to the same counterpart.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed.

LICENSEE: _____

VILLAGE/TOWN OF MOUNT KISCO

Signature: _____

By: _____

Print Name: _____

Title: _____

Title: _____