

Town of Riverhead Community Development Agency

Resolution # 14

Authorizes Chairman to Execute License Agreement with Rosewood Management Inc. for Use of a Portion of the Calverton Facility for the North Fork Classic

Member **COUNCILMAN DENSIESKI** offered the following resolution,

which was seconded by Member **COUNCILMAN BLASS**:

WHEREAS, Rosewood Management Inc., has requested a license agreement for the former picnic grounds for horsehows on August 8 - 24; and

WHEREAS, the Town Board desires to encourage tourism throughout the town with the associated secondary economic impact to local businesses; and

THEREFORE, BE IT RESOLVED, that the CDA hereby authorizes the Chairman to execute the license agreement substantially in the form attached hereto with Rosewood Management, Inc. upon receipt and approval by the Town Attorney of all applicable permits and approvals, adequate insurance, the license fee by certified check and escrow funds.

AND BE IT FURTHER RESOLVED, that the Town Clerk shall provide a certified copy of this resolution to Community Development Agency Director Andrea Lohneiss, Town Attorney Dawn Thomas and Bobby Ginsberg, Rosewood Management Inc.

The Vote:

Member Sanders	_____
Member Blass	_____
Member Densieski	_____
Member Lull	_____
Chairman Kozakiewicz	_____

THE VOTE

Sanders Yes No Blass Yes No
Densieski Yes No Lull Yes No
Kozakiewicz Yes No

THE RESOLUTION WAS WAS NOT

THEREUPON IT WAS ADOPTED

LICENSE AGREEMENT FOR NORTH FORK CLASSIC HORSE SHOW

This Contract is made and entered into as of this ____ day of July , 2002, by and between **Riverhead Community Development Agency**, a public instrumentality of the Town of Riverhead, County of Suffolk and State of New York (CDA) and Robert Ginsburg, d/b/a Rosewood Management, Inc., (hereinafter "RMI") a corporation duly organized and existing under the laws of the State of New York having a principal place of business at
 , New York:

WHEREAS, RMI, is in the business of organizing and promoting horse show events for the general public; and

WHEREAS, CDA controls approximately 2400 acres of land in Calverton, New York, commonly known as Calverton Enterprise Park, hereinafter referred to as the "Property" and being depicted on the attached Exhibit A; and

WHEREAS, RMI desires to stage and promote an outdoor horse show event commonly known as "The North Fork Classic" on the Property between August 8, 2002 through August 24, 2002(the "Event"); and

WHEREAS, RMI and CDA have agreed to terms under which RMI will be granted the use of certain land, buildings, facilities and/or equipment at the Property;

NOW THEREFORE, in consideration of the mutual covenants hereinafter set

forth, the parties agree as follows:

1. Use of Property: CDA hereby grants RMI, a License providing RMI with temporary and occupancy use of the Property depicted on the attached Exhibit A (including buildings, facilities and equipment, if any, as described in said Exhibit A), upon the terms and conditions set forth hereunder. This License will provide RMI and its employees, representatives, agents and concessionaires with access to the Property from August 1 through August 31, 2002 to accommodate the set up for the Event and the completion of garbage and rubbish cleanup actions required for all land and facilities under paragraph 4 below for the purpose of preparing the grounds for the Event to be staged hereunder, including the construction and installation of an outdoor stages, amusement rides, medical facilities, ticket booths, concession stands for food, beverages and merchandise, and other temporary structures and facilities necessary, appropriate or incidental to the staging of the Event.

2. Compliance With Laws: RMI will at all times comply with all applicable federal, state, county and municipal laws, regulations, ordinances, codes and restrictions, including, without limitation, compliance with Article 28 of the New York State Tax Law and applicable regulations thereunder, and will secure any and all permits or licenses required for its activities and operations carried out at the Property. Without limiting the generality of the foregoing, to the extent required by law, RMI, will secure a "Mass Gathering Permit" or such other assembly permit as is deemed necessary to conduct the Event from any municipality having jurisdiction over the Event from the Commissioner of the Suffolk County Department of Health prior to holding the Event. CDA. agrees to provide information at its disposal and otherwise

cooperate with RMI, in pursuing its application for any such permit(s) or license(s).

3. Compensation: In exchange for License set forth above for the use of the Property, RMI, will pay CDA Ten Thousand (\$10,000.00) Dollars to be held in escrow until Licensee has completed all electrical services to site and is to ^{be} reduced by the amount of Licensee's investment in the permanent electrical improvements. Upon presentation to the Town Attorney of proof of payment to a licensed electrician, the License fee will be offset by the investment. All sums payable by RMI to CDA under this Agreement shall be made on or before July 17, 2002.

4. Responsibilities of RMI: Subject to the terms of this Agreement, RMI will be responsible for carrying out and shall have exclusive control of all operations associated with the Event and related activities, including without limitation, all food and beverage concessions, merchandising, parking, any video or audio filming or taping of the Event, security for the Event, provision of emergency medical services, lay-out and administration, and operation of sanitary facilities. RMI agrees to water the parking area on each day that no rain falls and that it will keep the parking area properly mowed so as to prevent the likelihood of fire. The Event will be subject to a pre-opening inspection by the appropriate Building Department officials and the Fire Marshal. Following the Event, RMI will promptly commence garbage and rubbish removal and cleanup (hereafter, the cleanup and shall diligently and continuously engage in such cleanup efforts so that the cleanup will be accomplished as soon as reasonably practicable (but in no event later than August 31, 2002). Buildings, facilities and grounds will be restored to the

condition that existed prior to the Event (hereafter, the "restoration") and be completely clean and free of clutter and debris. RMI will remove all refuse, rubble, garbage and debris created by the Event or RMI's activities at the Property and dispose of the same in at an appropriate waste facility.

In order to provide assurance that there will be sufficient resources to complete the cleanup and the restoration as set forth in the preceding paragraph, RMI, will deposit the sum of Ten Thousand (\$5,000.00) Dollars (the "Escrow Funds") with the Town of Riverhead, which Escrow Funds will be disbursed by the Escrow Agent in accordance with this Agreement. The Escrow Funds shall be deposited by RMI., as provided above on or before July 17, 2002. The Escrow Funds shall be disbursed as directed jointly by the parties hereto, except as otherwise provided herein. CDA and RMI, agree that the Escrow Funds shall be disbursed in satisfaction of costs associated with the cleanup and the restoration until the same are completed to the reasonable satisfaction of CDA. CDA agrees that Escrow Funds will be released upon the approval of the cleanup and restoration of the Property by the CDA, which approval will not be unreasonably withheld. Upon completion of all cleanup and restoration work hereunder by RMI, to the reasonable satisfaction of CDA, any unexpended balance of the Escrow Funds will be returned to RMI. In the event that RMI and CDA cannot agree whether a reasonable cleanup and/or restoration standard has been accomplished, such dispute shall be resolved in accordance with the dispute resolution provisions of this Agreement. In the event that RMI, fails for any reason (other than a disagreement as to whether the cleanup standard has been met) to complete its cleanup and restoration work hereunder to the reasonable satisfaction of CDA, CDA shall have the right, after notice to RMI,

to apply any unexpended balance of the Escrow Funds toward the reasonable costs and expenses of completing such cleanup and/or restoration work; provided that any remaining unexpended Escrow Funds after the completion of such work by CDA will be returned to RMI

5. Septic Waste. RMI, will be responsible for the handling, storage, processing (i.e., screening of foreign objects), treatment and disposal of all waste from portable toilets generated in connection with the Event and related activities. The parties shall cooperate in identifying and specifying methods of handling, storing, processing, treating and disposing of the waste.

6. Security. RMI will provide all security services reasonably necessary to protect the health and safety of the horse show goers as well as the general public, and generally to protect against damage to or loss of property, including the land, buildings, equipment and/or facilities provided by CDA hereunder for use in connection with the Event. RMI will undertake all necessary coordination with state, county and local law enforcement agencies and will pay any costs, fees or expenses associated with acquiring necessary services from such law enforcement agencies, including, without limitation, the fees or expenses associated with such law enforcement services. RMI agrees that security, including that which prevents access into the balance of the CDA property, shall be provided to the site on a 24 hour per day basis. In addition, RMI shall be required to provide two persons to man the main entrance gate to the horse show site on a twenty four hour to allow horse owners and vendors access to the site when necessary.

7. Insurance and Indemnification: RMI will be responsible for providing

comprehensive general liability insurance in the amount of not less than \$2,000,000 with a company or companies reasonably satisfactory to the CDA. RMI shall provide certificates of the foregoing insurance, showing CDA, the Town of Riverhead, as additional insureds to the extent of their interest.

Finally, RMI, agrees to indemnify and hold CDA, the Town of Riverhead and their respective officers, employees, agents, representatives and officials harmless from any and all loss or liability associated with the Event and related activities described herein, including liability for damages to property or for injuries or death to persons which may arise from, or be attributable or incident to the use by RMI and its employees, agents, representatives and concessionaires, or any horse show attendee, of the Property, excepting liability solely caused by the gross negligence CDA or its employees, agents or representatives. Without limiting the generality of the foregoing, RMI agrees to indemnify and hold CDA harmless from any lien claimed or asserted for labor, materials or services furnished to RMI in connection with the horse shows or related events. With respect to any suit or claim by CDA whether under this indemnification provision or otherwise, RMI, for itself, its agents, employees and representatives, hereby expressly waives any defense which might preclude or limit either enforcement of this indemnification clause or any reasonable attorneys fees incurred by CDA securing compliance with the provision of this indemnification agreement.

8. Miscellaneous Responsibilities of RMI : Except with respect to any specific services, equipment and facilities to be provided by CDA under this Agreement, RMI will be responsible for acquiring all services and materials and otherwise for carrying out all actions necessary for the Event and related activities to take place, including, but not limited to, all planning, marketing,

promotions, sponsorship, operations, concessions, garbage removal, cleanup, construction and demolition or removal of all temporary structures, development and removal of systems to deliver adequate supplies of potable water, portable toilets, systems for removal of wastewater, ticketing, security, emergency medical service, traffic control, electrical power and communications. RMI will obtain all necessary licenses, permits and approvals required from any Municipality having jurisdiction thereof for the Event and for construction of any temporary structure or system to be used at the Property in connection with the Event or related activities. In addition, RMI will take all actions necessary to restore the property to its condition existing prior to the commencement of operations under this agreement, including, without limiting the generality of the foregoing, the removal of all temporary structures and systems.

9. Successors and Assigns. This agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties; provided, however, that nothing herein shall be deemed to permit the assignment of this Agreement by either party without the express written consent of the other party.

10. Entire Agreement. This contract constitutes the entire agreement between the parties and no further agreement, express or implied, written or oral, exists with respect to the subject matter of this document.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

12. Dispute Resolution. The parties to this Agreement will submit any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual agreement to binding arbitration under the rules of the American Arbitration Association. Such arbitration shall be conducted by an arbitrator experienced in arbitrating disputes of similar size and complexity as shall be jointly selected by the parties, or failing such joint selection within seven (7) days of the assertion of the controversy or claim, as shall be appointed by the President of the American Arbitration Association in the City of Albany, New York. Arbitration shall commence upon appointment of the arbitrator. All costs of arbitration shall be shared equally by the parties. The parties shall be responsible for the costs of their respective attorneys and the expenses of witnesses that they may call. Notwithstanding any other provision of law, any arbitration process held pursuant to this Agreement shall be deemed confidential and no statements made therein shall be used in any other proceeding. The decision of the arbitrator shall be delivered in writing to the parties within seven (7) calendar days of the closing of the arbitration proceedings. The decision of the arbitrator shall be binding upon the parties.

In Witness Whereof, RMI. has caused this instrument to be signed in its corporate name by Robert Ginsburg. President, hereunto duly authorized, and Town of Riverhead Community Development Agency has caused this instrument to be signed in its corporate name by _____, its _____, hereunto duly authorized, as of the day and the year first above written.

Rosewood Management, Inc.

By: _____

RIVERHEAD COMMUNITY DEVELOPMENT
AGENCY

By: _____

Name: Robert F. Kozakiewicz

Title: Chairman

EXHIBIT A

STATE Middle County (aka (reputedly 80' wide) ROUTE 1540)

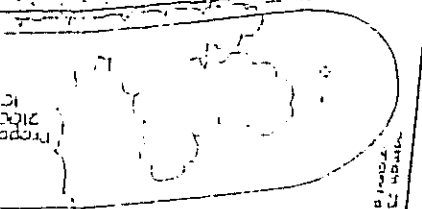
THE STATE OF TEXAS
COUNTY OF MIDDLE
I, COUNTY CLERK, do hereby certify that this is a true and correct copy of the original as the same appears in the public records of said county.

Proposed Park Franchise - 1540 +/-

Proposed Town of Riverhead Park area 61 +/- Acres

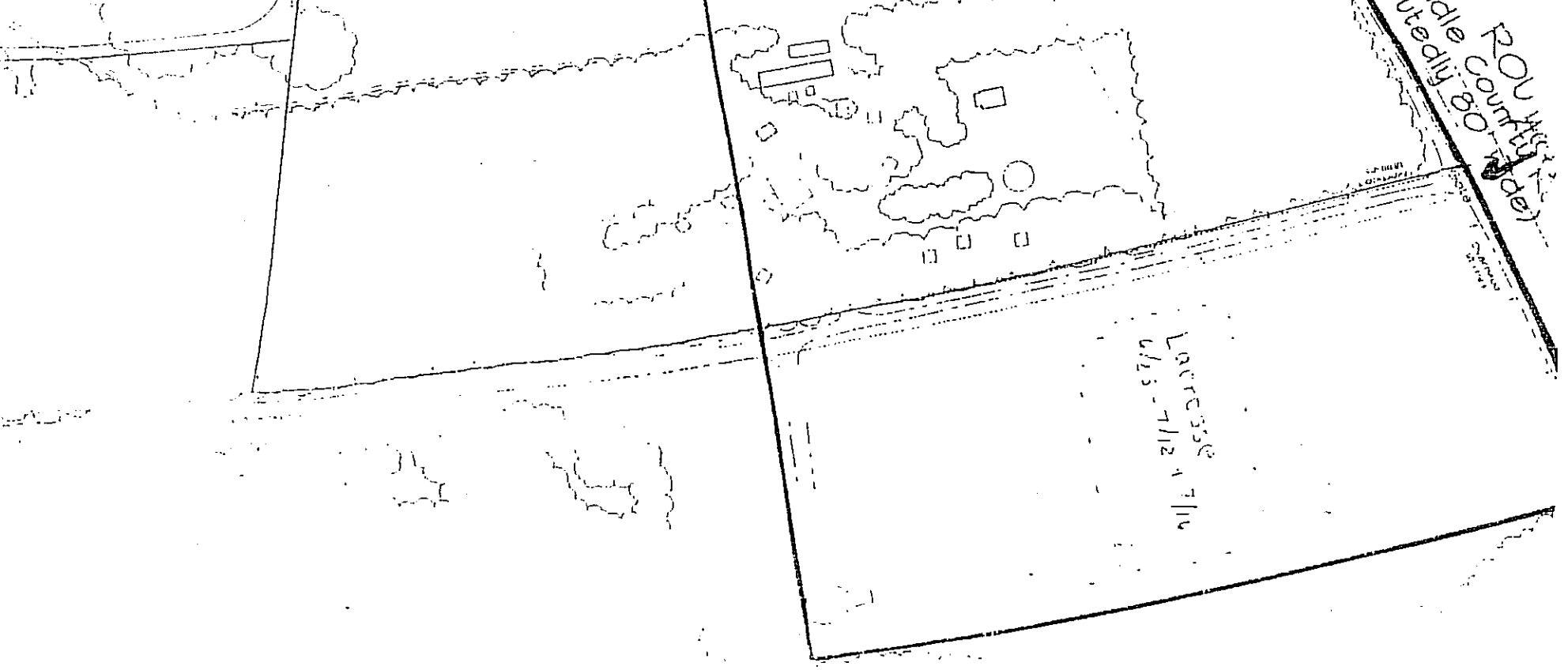
LAURENCE
6/15 - 7/12 - 7/16

Central Pines Barrens
Core Preservation Area Boundary
Generalized from GPEC sketch



Proposed

Propo
2100
10



Proposed