ACCESS AGREEMENT
FOR USE OF VILLAGE PROPERTY (SIDEWALK) AND PUBLIC AREAS

LOCATED AT __________________, GREENPORT, NEW YORK

THIS LICENSE, dated the day of 2020 from the VILLAGE OF GREENPORT, a New York State Municipal Corporation with offices located at 236 Third Street, Greenport, New York 11944 (“Village”) to ____________________________ (Business) as follows:

1. Grant and Acceptance – Village hereby grants to Business and Business hereby accepts from Village access to use a portion of the public sidewalk and parking area in the Village of Greenport that is in front of the Business’s current premises and designated in the attached diagram for use by the Business in conjunction with its current business.

2. Term – The term of the access granted herein shall commence on June 12, 2020 and shall continue on a day to day basis thereafter until October 15, 2020 or until sooner terminated by the Village for any reason on not less than twenty four hours notice to Business.

3. Access Fee - There shall be no access fee payable by the Business to the Village and the parties acknowledge the good and sufficient consideration provided herein due to the economic and other benefits accruing to the Village from this agreement.

4. Insurance– The Business shall add the Village of Greenport as additional insured to the Business’s existing liability, fire and hazard policy in an amount of not less than one million dollars per occurrence and not less than one million dollars in the annual aggregate. An insurance certificate naming the Village as additional insured shall be provided to the Village prior to the commencement of the use-access.

5. Hold Harmless/Indemnification- Business agrees to and shall hold harmless and indemnify the Village of Greenport from any claim or liability arising from Business’s access to or use of the public property.

6. Notices – All notices given to the Business or the Village may be served by mailing the same to the Business or the Village at the address set forth above.

7. Assignment/sublease- Agreement and access may not be assigned or sublet.

8. Use - Use of the subject property shall be for Business’s existing business only and the property shall be used by Business for that use or access on a daily basis from 9:00 a.m. to 11:59 p.m. only.

9. Business represents that it has obtained NYS SLA and Suffolk County DOHS approval for this use if required which approvals must remain in force at all times of this license.

Business: Notary:

By:____________________________________

VILLAGE OF GREENPORT Notary:

By:____________________________________

PROVIDE OR ATTACH DIAGRAM ON REVERSE OF PAGE