

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made the ____ day of March 2024 between the VILLAGE OF TUXEDO PARK, a municipal corporation with offices at 80 Lorillard Road, Tuxedo Park, Orange County, New York, hereinafter called the "Village" and the WEE WAH FISHING CLUB, an unincorporated association, hereinafter called the "Club".

WITNESSETH

WHEREAS, the Village owns a certain lake known as the "Wee Wah Lake", and certain lands next to Wee Wah Lake used for the Village's DPW Maintenance and Storage Facilities (the "Facilities") known as the "Wee Wah Lake Area", which collectively is known as the "Wee Wah".

NOW THEREFORE, the Village and Club agree to enter into a license agreement with a term of one year (the "License Agreement") in consideration of the Club making an annual fee payment of one thousand five hundred dollars (\$1,500.00) prior to the signing of this 2024 Agreement and subsequently by June 1st of 2024; \$750 for milfoil mitigation and other good consideration;

FURTHER, the Parties agree as follows:

1. The Village hereby grants to the Club a non-exclusive right and license to use in common with the Village and its assigns or invitees, the Wee Wah Lake area for boat fishing purposes from May 31, 2024 to December 31, 2024 (the expiration date of Village boat permits) with such period being a "Boat Fishing Season", and possibly at other times during the year for ice fishing, if conditions permit, as specified herein.
2. The Club understands that this License Agreement does not grant an exclusive use and that it has no right to use the Wee Wah Lake area other than by the rights granted herein.
3. The Club shall provide and keep in force during the term of this License Agreement insurance coverage for the benefit of the Village and naming the Village as an Additional Insured on the Certificate of Insurance from an insurance company satisfactory to the Village, with such policy or policies being in standard comprehensive form and protecting the Village against any liability whatsoever occasioned by accident, disaster or death on or about the said premises or any appurtenances thereto, in the amount of not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate and insurance coverage for fire damage of \$300,000. A current copy of the policy shall be provided annually to the Village by April 1st of each year.
4. The Club will obtain from each of its members on an annual basis a signed agreement stating that: (i) each member agrees to assume all liability regarding the inherent risks in the activities of the Club, which the member acknowledges and accepts by choosing to join the Club; and (ii) the Club and each member agree to hold the Village (including its Boards, Committees, agents, servants, and employees) harmless and defend the Village from and against any and all losses, damages, liabilities, claims or causes of action arising out of or relating to the

rules, regulations, activities and operations of the Club or arising out of or relating to any acts or omissions of the Village, the Club or any of its members or their guests. A copy of each signed member agreement will be provided annually to the Village Office.

5. The Club will enforce its By-Laws (a current and complete copy of which is attached hereto) and make clear to its members that any unsafe or inappropriate behavior will not be tolerated at the Wee Wah. The Club will take prompt, corrective action if any unsafe or inappropriate behavior of a member or guest is observed by a Club officer, including, if necessary, the immediate expulsion of the individual(s) from the Wee Wah and/or the Club. The Village likewise reserves the right, but not the obligation, to take action regarding the use of Wee Wah Lake in a like manner, if it so chooses.

6. Regarding the rules, regulations and operations of the Club and its use of the Wee Wah Lake, the Club agrees to operate in full compliance with, and enforce, its Rules, the terms of this License Agreement, the applicable laws and regulations of the State of New York and the Village of Tuxedo Park, and its insurance requirements. The Club's Officers shall promptly report in writing to the Village and the Police Officers at the main gate any violations by members and any actions taken to expel a member or guest.

7. It is understood and agreed that all buildings and improvements now standing upon the premises, or which may be erected thereon, are the sole and absolute property of the Village. It is agreed that the Club will keep the premises in good repair and will not commit or suffer any damage to be done thereto and that it will, at the expiration of this License, quit and surrender the premises hereby Licensed together with all buildings thereon or which may hereafter be erected upon the same, in good state and condition, reasonable wear and tear or damage by the elements excepted.

8. The Club shall make no alterations or improvements to said premises without written consent of the Village.

9. Any contamination or pollution of the Wee Wah Lake or the Wee Wah Lake area caused by the activities of the Club or its members or their guests shall be covered by the Club's liability insurance as an insurable risk, shall be immediately reported in writing to the Village, and shall be fully rectified by the Club to the satisfaction of the Village.

10. The Village reserves the right to approve the By-Laws of the Club and to require such amendments as it may deem necessary for the general safety or welfare of the Village and its residents, as it relates to substance of this License Agreement. A current copy of the By-Laws is attached to this License Agreement.

11. The membership list of the Club shall include names and addresses, and two copies shall be furnished to the Village at least annually and upon request. Throughout the term of this Agreement, the Club shall issue identification cards to all members. Memberships shall be limited to residents or property owners of the Hamlet of the Town of Tuxedo or active members of the Volunteer Fire Departments who hold 50 LOSAP points or active members of the Tuxedo Ambulance Corp. who have regularly served for the past 12 months, all in

accordance with the attached map of the Hamlet, which shall list all members who are serving as qualified volunteers living outside the boundaries of the Hamlet. Any resident, property owner or taxpayer of the Village may join the Club by paying the membership dues, which shall be the same amount of all members. The total number of non-Village members of the Club may not exceed 65 during the term of this License Agreement.

12. Club boats shall not exceed six in number and shall display a current annual boat permit issued by the Village before being placed on the waters of Wee Wah Lake. Steam cleaning is required for all boats if taken off the DPW's premises at any time during the year.

13. By May 1st of each year, a list will be made of each Club boat, including the boat manufacturer, identification number and a brief description, which list shall be prepared annually as an Addendum to this License Agreement, unless no new boats have been put into use since April 1, 2013.

14. Only official, Club-owned boats may be used on Wee Wah Lake by the membership and stored at the Facility, and no privately owned member boats may be used on Wee Wah Lake or stored at the facility.

15. All guests must be accompanied by their host member upon entry into the Village and while fishing. No one under the age of 18 may fish from a boat unless accompanied by an adult or someone at least 18 years old. The Club member is responsible for the actions of all family members and all guests.

16. Entrance to and exit to the Village of Tuxedo Park by members of the Club shall be made only through the Main Gate with the use of membership cards.

17. The stocking of Wee Wah Lake may be requested annually for each boat fishing season, subject to compliance with all applicable NYS laws, rules and regulations and the prior written approval by the Board of Trustees of the type and quantities of fish being stocked. However, the Village may prohibit stocking at any time due to expected repairs to the Wee Wah Dam. When all repairs to the Wee Wah Dam are fully completed, the stocking of fish in Wee Wah Lake may resume, subject to the aforesaid requirements.

18. No ice fishing will be permitted unless this activity is expressly insured under the Club's general liability policy and is approved annually in writing in advance by the Village. Under no circumstances shall ice fishing occur unless: (i) the ice depth is greater than 6" (six inches) in and around the fishing area; (ii) conditions are considered and reported to be safe by the Superintendent of the DPW to the Village; and (iii) ice fishing shall occur only within the limited period of December 21st to March 21st. This activity must be expressly allowed by the Village and will require each member or guest requesting permission to ice fish to have signed a statement as specified in paragraph #4 above. The Club shall be responsible to ensure that no members ice fish without a signed statement and prior approval by the Village.

19. The Village reserves the right to cancel or suspend any or all rights under this Agreement at any time in its absolute discretion without cost or consequence to the Village in the

event of a violation of any of the terms herein (including especially those relating to ice fishing) or for any cause whatsoever. The Village shall endeavor to give the Club advance notice of any plans to drain Wee Wah Lake pursuant to anticipated dam repairs.

20. The Club understands that during the term of this License Agreement the DPW facilities may be subject to repairs, demolition, rebuilding and/or relocation, in which case any one of these events may require the termination of this Agreement due to the fact that the Club's boat storage facility being licensed to the Club is a part of the DPW facilities.

21. This Agreement is subject to the rights of the Village as successors to the rights of the Tuxedo Water Company under an agreement dated November 2, 1896, to withdraw water from the Wee Wah for Village use or to any other rights, which it may have as successor to the Tuxedo Water Company.

22. The Club shall remove all refuse, trash, and garbage in and around the licensed facilities of the Club. Refuse is not to be deposited in any receptacle within the Village. This obligation shall also extend to the collection of refuse in the area where members' cars are parked.

23. The Mayor shall appoint a Trustee Representative or himself to serve as liaison for the Club to the Board of Trustees to facilitate communications with the Club.

24. All reporting obligations of the Club to the Village hereunder must be in writing and all required reportable actions, notices and documents must be given to both the Village Clerk and the Mayor/Trustee Representative. The Village is entitled to receive, upon request, a financial report of the operations of the Club from the President and Treasurer.

IN WITNESS WHEREOF, the parties have executed this Agreement this day and year first above written.

VILLAGE OF TUXEDO PARK

By: _____
(Mayor)

Date: _____

WEE WAH FISHING CLUB

By: _____

Title: _____

Date: _____