

VILLAGE OF MAMARONECK AND THE MARINER LICENSE AGREEMENT TERM SHEET

-The Mariner ("the Licensee") obtains non-exclusive license to sell food and drink to the public for period of one year, and more specifically, the "Season" defined as Memorial Day to Labor Day. Licensee shall provide, for sale, lunch and dinner type, food and beverage at the Licensed Concession during the Season.

-Alcohol will be allowed to be sold, but only past 5 p.m. each day. All alcoholic beverages must be consumed at Licensed Concession or within 300 ft. of the licensed concession. Licensee shall provide sufficient amount of personnel and management to ensure that the patrons of the Licensed Concession are complying with the laws of the State of New York and the Village of Mamaroneck and are not causing a disturbance to the other patrons of the Licensed Concession or other Village of Mamaroneck park patrons.

- Licensee may provide live entertainment during the Season, but only Thursday through Saturday nights, and no later than 10 PM unless a later time is approved by the Village.

- Licensee will be responsible for furnishing a temporary facility, out of which the concession will be operated. It is expressly understood and agreed that the temporary facility is property of the Licensee. Licensee will be responsible for adding outdoor dining furniture.

-The temporary facility shall be secured as instructed by the Parks Foreman.

- The Licensee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the Village.

- The Licensee shall also be required to secure all permits, licenses and certifications necessary for the legal operation of the License at its sole cost and expense.

- It is expressly understood and agreed that no interest in real or personal property is leased or granted to the Licensee; that it is a License and not a lease; that the Licensee's right to occupy the Premises and to operate the License hereby granted shall continue only so long as the Licensee shall comply strictly and promptly with each and all the undertakings, provisions, covenants, agreements, stipulations, and conditions contained in the License; and that the License is not coupled with any interest in real property.

- The Licensee agrees to pay the Village/Licensors as compensation for the license and for the privilege of operating said license 5% of gross receipts for all seasonal daily operations. Licensee agrees to an increase of 7% of gross receipts for all special events which are held by the Village. The list of special events to be determined prior to the start of each season, and may be amended throughout the season, as needed.