

Village of Asharoken

1 Asharoken Avenue Northport, NY 11768  
 (631) 261-7098 FAX (631) 262-0462

email: nrwrittenhouse@asharokenny.org

APPLICATION# \_\_\_\_\_

Permission is requested for a license to use **KAYAK SPACE**

|  |                    |      |
|--|--------------------|------|
| APPLICANT NAME:  |                    |      |
| STREET ADDRESS:  |                    |      |
| TOWN:  | STATE:             | ZIP: |
| EMAIL ADDRESS:   |                    |      |
| DAYTIME TELEPHONE:   | EVENING TELEPHONE: |      |
| As the APPLICANT, I understand that the granting of KAYAK space is for the seasonal operation from Memorial Day Weekend thru October 31st. Kayaks must be removed by Nov 1.  |                    |      |
| As the APPLICANT, I hereby certify that the information I have provided on the form is complete and accurate to the best of my knowledge. I agree to abide by the terms set forth in this application have reviewed and signed the Village of Asharoken Kayak Rack License Agreement. the understand that failure to do so may lead to the cancellation of this agreement, the denial of future agreements, or other legal action by the Village of Asharoken. |                    |      |
| The APPLICANT, whether an individual or organization, agrees to hold harmless and defend the Village of Asharoken, its officers, agents and employees jointly, severally, individually or in their individual capacity, from and against any claim, damage, cost, fee including reasonable attorney fees incurred or arising out of the APPLICANT'S use and/or occupancy of the Village of Asharoken's facilities.   |                    |      |
| APPLICANT'S SIGNATURE:   | DATE:              |      |

OFFICE USE ONLY

|                  |               |         |
|------------------|---------------|---------|
| DATE:            | CHECK #       | AMOUNT: |
| STAFF SIGNATURE: | Rack Permit # |         |
|                  |               |         |

FEEES

KAYAK RACK..... \$25.00

## Kayak Rack License Agreement

**Licensor – Village of Asharoken, 1 Asharoken Avenue, Northport, NY 11768**

**Licensee - \_\_\_\_\_, residing at \_\_\_\_\_**

### **I. TERMS OF USE**

A. Subject to and conditioned upon the terms and provisions of this Agreement, Licensee is hereby granted a license to store one (1) kayak in the Licensor's kayak rack located at 1 Asharoken Avenue, Asharoken, NY 11768 for the period from Memorial Day through October 31st (the "License Period"), with kayak removed by Nov. 1<sup>st</sup>.

1. Licensee has inspected the kayak rack and hereby accepts the kayak rack and the equipment, if any, that may be provided by the Licensor in connection with the use thereof, in the "as is" condition that exists as of the commencement of the License Period. Licensee acknowledges that Licensor has not made any representations, warranties or guarantees with respect to the kayak rack or any equipment. Licensee shall not make any alterations, modifications or repairs to the kayak rack or any equipment.

2. Upon expiration of the License Period: (i) the Licensee shall vacate and surrender occupancy of the kayak rack; and (ii) the kayak rack shall be left by the Licensee in the same condition in which the kayak rack were delivered to Licensee upon the commencement of the License Period and within the time periods required herein. All personal property belonging to Licensee that is not removed from the kayak rack by the expiration of the License Period shall be deemed abandoned and may be removed and discarded by the Licensor at Licensee's sole cost and expense and without any liability or obligation whatsoever to the Licensor. Licensee's obligation to pay the costs and expenses incurred by the Licensor in connection with the removal of any property or equipment shall survive the expiration or termination of this Agreement.

3. Notwithstanding anything to the contrary contained herein, if at any time during the License Period, Licensee fails to comply with any terms and provisions of this Agreement, then the Licensor shall have the right, without any liability or obligation to Licensee to accelerate the expiration of the License Period and to require Licensee to promptly vacate the kayak rack.

4. The Licensor shall have the right, at any time and from time to time, during the License Period, to modify, substitute or reduce the hours during which Licensee is permitted to use the kayak rack or to close the kayak rack to Licensee in order to facilitate the performance of any repairs, replacements and/or alterations to the kayak rack or any equipment that the Licensor deems necessary or in the event of any strike, lockout, labor disturbance or dispute, mechanical or equipment failure, natural disaster, inclement weather or other conditions customarily included within the definition of "force majeure". The Licensor shall not have any liability or obligation to Licensee in connection with the exercise of the Licensor's rights under this section.

5. In addition, the Licensor reserves the right, prior to the commencement of the License Period, to cancel this Agreement due to any unforeseen circumstances or conditions customarily included within the definition of "force majeure". In the event that the Licensor cancels the Agreement under this paragraph, the Licensor will return to the Licensee the fee received from the Licensee and the Licensor shall not have any further obligation or liability to the Licensee by reason of this Agreement or its cancellation.

## **II. RULES AND REGULATIONS**

1. A license fee of \$25\_ is required to secure a space in the kayak rack and must be paid at the time the license agreement is signed. Applications will be accepted May 1<sup>st</sup> and permits will be given on a first come, first served basis to Asharoken residents and property owners only.
2. The Licensee shall inspect the kayak rack prior to use, and report any issues with cleanliness or damage to the Licensor.
3. Only adults (18 and over) may use the kayak rack.

## **III. LICENSE FEE, COSTS AND EXPENSES**

A. The Licensee shall not be entitled to receive a refund of any portion of the license fee if Licensee fails to use the kayak rack during all or any portion of the License Period.

B. The Licensee shall be liable for all costs and expenses incurred by the Licensor in connection with the repair and/or replacement of any damage and/or loss to the kayak rack and/or equipment that arises in connection with this Agreement and that is not caused by the Licensor or any of its employees, agents, representatives or contractors. The Licensee's obligations under this section shall survive the expiration or termination of this Agreement.

C. The Licensee shall restore the kayak rack used by Licensee so that it is in the same condition as when delivered to Licensee

E. The Licensor reserves the right to recover from the Licensee the full cost of the repair of any damage and/or replacement of any part of the Kayak rack caused by the Licensee's activity, plus damages and reasonable legal fees.

## **IV. LIABILITY AND INDEMNIFICATION**

A. The Licensor shall not have any liability whatsoever for: (i) any injury or death to the Licensee or any guest of the Licensee or (ii) any damage to any property or equipment of the Licensee or any guest of the Licensee arising in connection with this Agreement except to the extent such liability results from the negligent acts of the Licensor.

B. To the fullest extent permitted by law and except for the negligent acts committed by the Licensor, Licensee shall defend, indemnify and hold Licensor and its directors, officers,

servants, agents, and employees harmless from and against all claims, suits, damages, liabilities, losses, demands, costs and expenses, including reasonable attorneys' fees and disbursements, and punitive damages of every kind and nature, in connection with, arising from or related to the Licensee's or any guest of the Licensee use of the kayak rack. The Licensee's obligations to indemnify Licensor hereunder shall survive the expiration or termination of this Agreement.

C. The Licensor makes no warranty expressed or implied with regard to the safety of the kayak rack or its fitness for the Licensee's purpose; the Licensee accepts the kayak rack "as is" at its own risk.

## V. MISCELLANEOUS

A. Agreement may only be amended by a written instrument signed by the parties hereto.

B. No waiver of a breach hereunder shall be construed as a waiver of any subsequent breach.

C. If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall not be affected thereby, remain in full force and effect and continue to be binding and shall be interpreted to give effect to the intention of the parties insofar as possible

D. This Agreement constitutes the entire understanding of the parties and there are no representations, warranties or guaranties other than those, if any, expressly set forth herein.

E. This Agreement shall be governed by the laws of the State of New York. The parties hereby waive trial by jury in any action or proceeding arising in connection with this Agreement.

F. The captions of this Agreement are for convenience and reference only and in no way define, limit or describe the scope of this Agreement or the intent of any provisions hereof.

## VI. CONTACTS

For the purposes of this Agreement, the parties can be contacted as set out below:

Licensor: Village of Asharoken

Licensee: \_\_\_\_\_  
(Name)

Name of Contact

Name of Contact

Person: \_\_\_\_\_

Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Village of Asharoken agrees to allow use of the kayak rack by the Licensee upon the terms and conditions stated herein.

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Name: Title:

The Licensee (print name) \_\_\_\_\_, understands and agrees to the terms and conditions stated herein and agrees to abide by all conditions set forth in this Agreement.

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_  
Name: