

AGREEMENT

This Agreement (this “Agreement”) made as of the ____ day of March, 2023, is by and between the EASTERN STAR CRUISES, INC. (the “Licensee”), a New York corporation, having an office at 23 Oakledge Drive, East Northport, New York 11731, and the City of Glen Cove (the “Licensor”), a municipal corporation of the State of New York having its principal offices at City Hall, 9 Glen Street, Glen Cove, New York 11542”) (Licensee and Licensor are hereinafter referred to individually as, a “Party” and collectively as the “Parties”).

WHEREAS, Licensee would like to provide recreational pleasure cruises to the residents of Glen Cove and neighboring communities from the Glen Cove Ferry terminal; and

WHEREAS, Licensor would like to provide Licensee with one (1) slip at the most western end of the Glen Cove Ferry terminal to provide recreational pleasure cruises to the residents of Glen Cove and neighboring communities; and

WHEREAS, Licensor is the owner of the following facilities in Glen Cove, New York: a ferry terminal building, containing approximately 2,700 square feet of ground floor space (the “Terminal”), two ferry landings designed to accommodate two (2) up to 110 foot long ferries, and bow loading (collectively, the “Landings”) and an adjacent parking lot with approximately 100 parking spaces (the “Parking Lot” and together with the Terminal and Landings, collectively, the “Glen Cove Ferry Facilities”), located at 73 Garvies Point Road, Glen Cove, New York 11542, (the “Property”) and Licensee has requested permission to use and occupy the Glen Cove Ferry Facilities, constituting the “Licensed Premises”, as more particularly set forth in Paragraph 1 below, for recreational pleasure cruises to and around the New York Metropolitan Area; and

WHEREAS, no other ferry service is operating at the Licensed Premises and the use and occupancy of the Licensed Premises by Licensee, on the terms and conditions set forth herein and agreed to by Licensee, are temporary and will not, and shall not, materially interfere with the future proposed ferry service or use of the Glen Cove Ferry Facilities by the public or by the agents, servants and/or employees of Licensor, and accordingly, Licensor is willing to make the Licensed Premises available to Licensee on a non-exclusive basis which shall be subject to the terms and conditions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the promises and mutual covenants herein contained, the Parties agree as follows:

1. Grant of Permit/License. Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee a revocable license (the “License”) for Licensee, and its affiliates and subsidiaries to use and to permit their respective employees, contractors, subcontractors, agents and representatives, and customers, to use and occupy the following premises (collectively, the “Licensed Premises”):

- a. the Parking Lot, providing for approximately 100 parking spaces, on a non-exclusive basis on weekdays and weekends during the Term (as defined below);
 - b. access paths and/or walkways between the Parking Lot and the Terminal, for access by Licensee's customers to and from the Landings, and on and across the Landings to board and disembark from one or more cruises (which may be provided by private ferry service providers with whom Licensee on a non-exclusive basis, in common with Licensor, its residents, employees, agents, contractors and members of the public);
 - c. the westernmost of the Landings (provided however that use of the Landings for the docking of vessels in connection with the contemplated recreational services by Licensee will not interfere with the proposed future ferry service in any way); and
 - d. The Licensed Premises does not include any public walkways or other public use areas.
2. Term. The term of this Agreement (the "Term") and the license granted herein shall be one (1) year and shall commence on May 1, 2023 at 12:01 AM and shall terminate on April 30, 2024 and is subject to being terminated earlier as provided herein. The Parties may mutually agree to renew this Agreement each year for no more than three years. Should the Parties decide not to renew the Agreement, the canceling Party must provide written notice of the termination at least 60 days prior to expiration of the Term.
3. Permitted Use; Purpose. The Licensed Premises shall be used by Licensee and its employees, contractors, subcontractors, agents and representatives, and customers for the following purposes only: (i) with respect to the Parking Lot, a vehicle parking lot for the general customers or clients and for Licensee, its agents, contractors (or their subcontractors), and their respective employees and agents, involved in providing the services subject to this Agreement and disembarking of passengers, and (ii) with respect to the Landings, as landing space for one (1) recreational pleasure cruise vessel.
4. License Fees. Licensee shall pay to Licensor as full consideration for the License granted herein for the entire Term, the Licensee shall pay \$20,000 to the Licensor for the Term starting on May 1, 2023, and ending on April 30, 2024, in monthly installments of \$2,800 for the months of May through and including October and \$533.33 for the months of November through and including April. This payment schedule will not be in effect should the Parties agree to renew this Agreement.

The Parties further agree that in the event the Licensor determines that the cost of electricity exceeds previous consumption by the Licensee at the Glen Cove Ferry facilities, then the Licensor shall have the right to charge, and Licensee agrees to

be responsible for the payment of the additional cost for said additional electric consumption.

5. Indemnification.

- a. Licensee agrees to, and hereby does, indemnify and hold harmless Licensor, its officials, officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorney's fees and disbursements) and damages, including, but not limited to, claims for personal injury and/or death, or damages (including damages to Licensor's property) ("Losses"), including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, directly or indirectly resulting from, and/or arising in whole or in part out of, the negligence or willful misconduct of Licensee in connection with the use of the Licensed Premises; provided, however that such indemnification shall not extend to any Losses arising out of, relating to, or in connection with the negligence or willful misconduct of Licensor or Licensor's ordinary upkeep and maintenance of the Property and its grounds and facilities.
- b. Licensee, at Licensor's demand (with counsel selected by the Indemnified Parties), in cooperation with Licensor, will promptly and diligently defend, at its own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which Licensee is responsible under Paragraph 5(a) and, further to Licensee's indemnification obligations, Licensee shall pay and satisfy any judgment, decree, loss or settlement in connection therewith. Notwithstanding the foregoing, Licensee shall not settle such claim or related action in a manner which imposes any obligation on Licensor without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed.

6. Insurance.

- a. Licensee shall obtain and maintain throughout the Term, at its own expense: (i) one or more policies for commercial General Liability and Product Liability Insurance, which policy(ies) shall name "The City of Glen Cove" and "The Glen Cove Industrial Development Agency" as an additional insureds and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and four million dollars (\$4,000,000) aggregate coverage, and (iii) workers compensation insurance. The foregoing insurance coverages may be provided by a combination of primary, excess, and umbrella policies.

- b. Prior to, or contemporaneously with, the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement.

7. Terms and Condition of use of the Licensed Premises;

- a. The Licensed Premises are being licensed to Licensee and Licensee is accepting the same in its "AS IS" condition as of the date of this Agreement, with no representations or warranties of any kind.
- b. Licensee shall be permitted to dock only one vessel overnight at the Landings.
- c. VESSEL DOCUMENTATION AND LICENSURE: Licensee agrees to maintain all registration and documentation for the Vessel as required by the laws of the State of New York. Licensee shall provide a copy of the current registration for the vessel and any applicable trailers or vehicles at the request of the Licensor. Licensee agrees to maintain all licenses, permits and registrations necessary for the operation of the commercial enterprise as required by New York law. Licensee shall provide a copy of any current licenses, permits or registrations at the request of the Licensor.
- d. CONDITION OF VESSEL: Licensee warrants that the vessel will be maintained in a clean, seaworthy, sanitary and fully operational condition at all times, and that its vessel will be regularly repaired and maintained. The vessel shall be able to get underway under her own power with her crew, and shall not create a fire hazard, eyesore or sinking hazard. Licensee shall keep the Vessel properly moored and dry within at all times.
- e. CONDITION OF LANDINGS: Licensee accepts the condition of the Landings "as is" and Licensee acknowledges that the Licensor makes no express or implied warranties as to the condition of the Slip, the water, the depth of the water, the common areas or any utilities, fences, locks or other aspect of the Licensed Premises. Licensee agrees to utilize the Premises at its own risk.
- f. HAZARDOUS MATERIALS: Licensee covenants and agrees to comply with all applicable environmental and all other federal, state and local government statutes, ordinances, rules and regulations relating to the presence of hazardous substances, hazardous wastes, pollutants or contaminants. Licensee agrees and does hereby fully indemnify and shall hold Licensor harmless from any loss, damage or expense, including reasonable attorneys' fees and costs of any legal actions which Licensor may incur or suffer by reason of any claim or liability arising from Licensee's noncompliance with applicable environmental laws and the terms of this paragraph. Licensee specifically covenants and agrees that no

hazardous substances, hazardous wastes or waste byproducts, pollutants or contaminants, shall be dumped in any trash receptacle or otherwise, in, on or about the Licensed Premises, and that all such substances shall be stored or disposed of in specially marked containers/areas. These covenants and indemnities shall survive the expiration or termination of this Agreement.

- g. SEVERE WEATHER AND OTHER EMERGENCIES: Licensor expects Licensee to have made suitable arrangements for safe sheltered anchorage during severe weather including but not limited to tropical storms or hurricanes and Licensee warrants such arrangements have or will be made. Licensee may not assume that Licensor's premises will be safe, sheltered anchorage during such period. In the event of impending severe weather or an emergency, Licensor, in its sole discretion, reserves the right to move or evacuate the Vessel or take such other actions as Licensor deems appropriate at Licensee's sole risk and expense. UNDERTAKING TO MOVE OR EVACUATE THE VESSEL SHALL NOT BE DEEMED AN ASSUMPTION OF RESPONSIBILITY FOR THE SAFETY, SECURITY, AND CARE OF THE VESSEL BY LICENSOR. LICENSOR SHALL NOT BE DEEMED A BAILEE OF THE VESSEL. Licensee agrees to reimburse Licensor for any and all costs it incurs on Licensee's behalf in emergency situations.
- h. Licensee shall, at Licensee's expense and subject to Licensor's reasonable approval, be permitted to erect and maintain directional or instructional signage on the Licensed Premises during the Term; including by way of example signs advising Licensee's customers of the location and destination of pleasure cruises, subject to applicable law.
- i. No construction, reconstruction or other alterations or improvements shall be performed by Licensee with respect to the Licensed Premises without the prior written consent of Licensor; provided that the foregoing shall not restrict, and Licensor's consent shall not be required for, the temporary installation by Licensee of fixtures and other equipment, including tents, barricades and movable signage on stanchions or otherwise.
- j. Licensee will surrender and give up the Licensed Premises to Licensor at the expiration of the Term in a condition equal to that at the beginning of its use under this Agreement, ordinary wear and tear excepted.
- k. Licensee acknowledges and agrees that use of the dockage space for winter storage does not constitute a landlord-tenant relationship or the bailment of any vessel or other property and as such the Licensor shall have no responsibility or liability to Licensee or any other person on such basis.

- l. Licensee agrees that there shall be no refueling on site at Licensed Premises. All re-fueling and repair work must take place off site of the Licensed Premises.
 - m. Licensee acknowledges that the Licensor makes no representations regarding the adequacy of water/depth for ingress/egress. The Licensee agrees not to hold the Licensor responsible for any damage resulting from low water levels.
 - n. Licensee agrees there shall be no discharge of human (or other) waste, including the pumping of heads and holding tanks into the water at or near the Licensed Premises. Licensee agrees to obtain the services of a pump out service at the dock or via the DEP pump out boat.
 - o. Licensee agrees that it will not engage in any in-water bottom cleaning at the dockage space or at the Terminal and, furthermore, understands that environmental regulations prohibit such cleaning.
 - p. The Licensee shall be subject to all rules, regulations and ordinance of the City of Glen Cove which are in effect or may be promulgated hereafter.
 - q. The Licensee is aware of the ferry service the Licensor is committed to engage in for commuter service into New York City and agrees that Licensee's use of the Glen Cove Ferry Facilities shall not interfere with said commuter ferry service.
8. Compliance with Legal Requirements. Licensee shall comply with all applicable federal, state and local laws, ordinances, rules and regulations applicable to the use of the Licensed Premises by Licensee during the Term, including but not limited to 33 CFR 105.205, subchapter H (Maritime Security), and the Licensee shall be responsible for preparing a "Facility Security Plan" and implementing said plan, shall be at its own expense.
9. Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes all prior and contemporaneous oral or written agreements and understandings with respect to the subject matter. This Agreement may not be amended or modified except by a writing signed by the Parties.
10. Notices. Except as otherwise expressly provided, all notices, demands, requests, submissions or other communications which are required to be served under this Agreement shall be in writing and shall be deemed to have been properly served when mailed by first class mail, postage prepaid, facsimile, overnight hand delivery or other courier service addressed: (i) in the case of Licensee, to Licensee Eastern Star Cruises, 23 Oakledge Drive, East Northport, N.Y. 11731, and (ii) in the case of Licensor, to City Hall, 9 Glen Street, City of Glen Cove, New York 11542, Attn: Tip Henderson, Esq., City Attorney, with a copy to Phillips Lytle LLP, 1205 Franklin Avenue, Garden City, New York 11530, Attn: Milan K. Tyler, Esq.

11. Headings. All headings and titles in this Agreement are for purposes of identification and convenience only and shall not affect any construction or interpretation of this Agreement.
12. Governing Law. This Agreement and any issues arising hereunder will be governed by the substantive laws of the State of New York, without regard to conflict of law principles.
13. Jurisdiction. For the purposes of any suit, action or proceeding involving this Agreement, the Parties hereto expressly submit to the jurisdiction of all state courts sitting in Nassau County, State of New York, and consent that any order, process, notice of motion or other application to or by any such court or a judge thereof may be served without such court's jurisdiction by registered mail or by personal service, provided that a reasonable time for appearance is allowed, and the Parties hereto agree that such courts shall have the exclusive jurisdiction over any such suit, action or proceeding commenced by any of the Parties. In furtherance of such agreement, each Party hereto agrees upon the request of any other party to discontinue (or agree to the discontinuance of) any such suit, action or proceeding brought in any other jurisdiction.
14. Venue. Each of the Parties irrevocably agrees that any suit, action or proceeding under this Agreement shall be brought in Nassau County Supreme Court, State of New York and waives any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement brought in any state court sitting in Nassau County, State of New York and hereby waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum .
15. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
16. Early Termination Right for Licensor. Licensor shall have the right to terminate this contract on not less than 60 days' prior written notice to the Licensee. If Licensor elects to exercise such early termination right, the Licensee shall be entitled to receive an equitable refund on a prorated basis of any license fees paid hereunder for the period following such termination.
17. Access to and from the Licensed Premises. Notwithstanding anything to the contrary contained in this Agreement, the rights granted by Licensor to Licensee hereunder shall include a license to use pathways, roadways, drive isles, driveways, walkways, sidewalks or other means of passing over, across and through the remaining portions of the Licensed Property to the extent reasonably necessary for purposes of ingress and egress to and from public streets to the Licensed Premises. Furthermore, Licensor shall retain the right of ingress, egress and access to the Licensed Property, provided same does not unreasonably interfere with Licensee's operations.

Agreed to:

EASTERN STAR CRUISES, INC.

Licensee

By: _____
Name: _____
Title: _____
Date: _____

Notary Signature _____

Date _____

SEAL:

The City of Glen Cove

Licensor

By: _____
Name: _____
Title: _____
Date: _____

Notary Signature _____

Date _____

SEAL:



Pricing Proposal
Quotation #: 23132334
Reference #: 2/23/2023
Created On: 2/23/2023
Valid Until: 3/31/2023

NY-City of Glen Cove

Rob Gillis

9 Glen Street
Glen Cove, NY 11542
United States
Phone: 516-320-7838
Fax:
Email: rgillis@glencoveny.gov

Inside Account Executive

Robert O'Grady

290 Davidson Ave.
Somerset, NJ 08873
Phone: 732-667-2786
Fax:
Email: robert_ogrady@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Retail	Your Price	Total
1	CommunityPass Recreation Package - CommunityPass "Essentials" - Annual Subscription Capturepoint - Part#: NPN-CAPTU-COMMU Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	1	\$0.00	\$7,205.00	\$7,205.00
2	CommunityPass Recreation Package - CommunityPass "Essentials" - One Time Set Up Fee Capturepoint - Part#: NPN-CAPTU-SETUP Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	1	\$0.00	\$1,650.00	\$1,650.00
3	Training Capturepoint - Part#: NPN-CAPTU-TRAIN Contract Name: Sourcewell- Technology Catalog Solutions Contract #: 081419-SHI Note: Participant ID# 32290	6	\$0.00	\$275.00	\$1,650.00
				Total	\$10,505.00

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Packages For Parks And Recreation Organizations

CommunityPass offers subscription-based recreation software packages with robust features that cater to the unique needs of Parks and Recreation Organizations.

FEATURES	ESSENTIALS	MEMBERSHIP	RECREATION	ENTERPRISE
Online Registration & Purchases	✓	✓	✓	✓
CommunityPass Payment Processing*	✓	✓	✓	✓
Community Website	✓	✓	✓	✓
Catalog & Content Management	✓	✓	✓	✓
Facility Management & Calendar	✓	✓	✓	✓
Finance	✓	✓	✓	✓
Comprehensive Reporting	✓	✓	✓	✓
Customer Management	✓	✓	✓	✓
Donations	✓	✓	✓	✓
Day Camps	✓	✓	✓	✓
Email & Text Messaging	✓	✓	✓	✓
1 Merchant Bank Account	✓	✓	✓	✓
Security	✓	✓	✓	✓
Support & Training	✓	✓	✓	✓
Front Desk	N/A	✓	✓	✓
Memberships & Passes	N/A	✓	✓	✓
ID Cards & Scanning	N/A	✓	✓	✓
Point Of Sale	N/A	✓	✓	✓
Facility Rentals	○	N/A	✓	✓
Leagues & Scheduling	○	○	✓	✓
Instructor Site	○	○	✓	✓
Ticket Redemption	○	○	✓	✓
Pass Fulfillment/Beach Badges	○	○	○	○
After Care	○	○	○	○
Digital Attendance	○	○	○	○
# of Sites	1	1	1	3



Master Services Agreement

The Master Services Agreement ("Agreement") begins on the later of the dates it is signed ("Effective Date"), between Capturepoint LLC d/b/a Capturepoint ("Capturepoint"), with principal offices at 141 Dayton Street, Suite 204, in Ridgewood, NJ, 07450 and Glen Cove NY ("Client"), with its principal place of business located at 9 Glen Street, Glen Cove, NY 11542 Services. Capturepoint will provide software and services ("Services") as defined in Appendix C – CommunityPass Services and itemized in the CommunityPass Quote ("Quote"), which are incorporated herein by this reference as defined herein and sets forth all fees due and payable from Client for the Services described. All services itemized in the Quote are included as Services to be provided by Capturepoint for the fees specified. Capturepoint's performance shall be in a competent and professional manner equal to high quality performance by a professional services company. The cost estimate is valid for 60 days from the date defined in the Quote.

1. Excluded Services. Excluded Services are i) Enhancements, which are system wide change requests submitted by the Client and ii) Customization, which are changes that impact only the Client's system. Customization is defined as custom eligibility, custom pricing, custom reports, custom validations, public site design, or other customized product features. Excluded Services are subject to additional fees and not included in the standard Services.

2. Services Fees. Fees for Services are either i) Annual, ii) One-Time or iii) Payment Processing. All Fees are defined in the Quote.

a. Annual. CommunityPass is a Service and its Annual Subscription Fee is based one or more of the following criteria: i) the CommunityPass Package, ii) Client payment processing revenue, iii) number of Merchant Accounts, and iv) number of Locations as defined in the Quote. A CommunityPass subscription does not include any additional One-Time Services.

b. One-Time. One-Time Fees are fixed or based on one-time estimates. Should the hours required Services exceed the estimates provided, Capturepoint will provide written documentation including a detailed explanation of the variance and providing a new estimate for approval by the Client.

c. Payment Processing. Payment Processing Fees are fees for any Client payment transaction, including, but not limited to, credit card, E-Check, Gift Card or other mobile payment wallet service. E-Check is an electronic payment funded by the buyer's bank account.

3. Payment Processing Terms and Conditions. Capturepoint will provide payment processing services as defined in <https://www.communitypass.net/payment-terms-and-conditions/>, which is incorporated herein by this reference as defined herein. Client must maintain a positive balance in their Bank Account or risk suspension of deposits (e.g. the amount of refunds issued cannot create a negative bank account balance). Clients must Whitelist their bank account to comply with these terms. Failure to comply with Payment

Processing terms may result in the suspension or termination of Services.

4. Accepted Credit Cards. Capturepoint "Accepted Credit Cards" are Visa, Mastercard, American Express and Discover.

5. Registrant Fees. Registrant Fees are fees charged by the Client to their registrants and, in the case of credit card / E-Check charges, collected by Capturepoint. All Registrant Fees are the exclusive ownership of the Client. Capturepoint will deposit Registrant Fees daily into Client's specified bank account.

6. Bank Account. Client will provide a valid Bank Account and routing number to Capturepoint to deposit Registrant Fees via ACH electronic banking. Should the Bank Account change, Client must notify Capturepoint in writing immediately or risk 1) delaying receipt of Registrant Fees and 2) being subject to Insufficient Funds Fees for non-payment of Service Fees, if applicable.

7. Merchant Accounts. This Agreement is for use of Services with one (1) Merchant Account, which services one (1) Organization. An Organization is an individual entity that operates autonomously. One Merchant Account includes one (1) Card Present (used for in-person use) account and one (1) Card Not Present (used for online use) account. Subscriptions requiring more than one Merchant Account are subject to an additional annual Service Fee. Clients that do not implement Card Present and Card Not Present accounts simultaneously are subject to additional One-Time fees.

8. Payment Processing Refunds & Voids. Capturepoint charges a transaction fee when a Client completes a refund transaction to a Registrant. Capturepoint will not credit the original Payment Processing Fee when a Client issues a refund to a Registrant. Capturepoint will not charge a Payment Processing Fee for a voided payment.

9. Risk Factors. If Capturepoint determines that the Client and/or Cardholder's Account presents, or is likely to present, a disproportionately high number of customer complaints, reversals, Chargebacks, claims, fees, fines, penalties or other liability (collectively "Risk Factors"), the Client and/or the Client's Cardholders may be subject to an increase in Payment Processing Fees. This Fee may be included in the initial rate when the Client first signs up for Capturepoint Services or may be added at any time by Capturepoint with 30 days' prior written notice of the Fee increase. In such case, if the Client does not agree to this Fee, Client may terminate the usage of the Services.

10. Subscription Start Date. The Subscription Start Date is i) the date the 12-month subscription commences and ii) occurs on the first day of the month and at least 30 days after the Effective Date.

11. Renewal Date. The Renewal date is the first day of the month of the Subscription Start Date in the following year, unless otherwise agreed in writing.

12. Implementation Schedule. Capturepoint and Client will agree in writing to an Implementation Schedule prior to the start of an implementation.

13. **Ownership.** Client owns all content and registration data ("Files") generated via the Services. Should the contract between Capturepoint and Client be terminated for whatever reason, Capturepoint will provide all Client Files promptly to the appropriate individual at the Client upon request. Capturepoint shall retain all right, title and interest in and to its software, copyrights, trademarks, service marks, logo and trade names worldwide ("Intellectual Property"). The Intellectual Property is licensed, not sold. The Intellectual Property is protected by copyright and other intellectual property laws and treaties. Client shall use the Intellectual Property only as provided and shall not alter the Intellectual Property in any way, or act or permit action in any way that would impair Capturepoint's rights in its Intellectual Property. Client acknowledges that the use of the Intellectual Property shall not create any right, title or interest in or to such Intellectual Property.

14. **Support Services.** By signing the Agreement, Client agrees to the terms and conditions as defined in Appendix A – Capturepoint Support.

15. **Training.** Training is session based, is priced/Service, and includes a syllabus and training materials. It is intended to be "train-the-trainer" sessions. i) The Client is responsible for coordinating the trainee(s) to attend training; ii) trainees will train the entire Client's staff; iii) For On-Site CommunityPass training, Capturepoint will train up to five (5) people/Service at no additional cost; iv) Staff will be trained at a location designated by the Client; v) Each trainee will have access to a computer and the Internet, so that multiple users can be trained simultaneously; vi) Capturepoint will provide access to meeting software during On-Site or Web-based training; vii) Travel & Expenses for On-Site training are priced separately; viii) Additional Web-based retraining is recommended per year to handle any retraining or staff turnover. If any of the above conditions are not met, the price of training may be altered.

16. **Wait Charge.** Capturepoint may invoke a \$100/day wait charge if Client does not provide the items listed in Section 16 prior to the implementation start date. Capturepoint will notify Client in writing when this charge is invoked.

17. **Client Obligations.** The following are responsibilities that Capturepoint expects of its customers.

d. **Designated Contact.** Client will provide a single, primary point of contact that will serve as a subject matter expert to quickly resolve issues that arise during the implementation and throughout Term of service.

e. **Chargebacks.** Client agrees that any disputes between Client and a Cardholder relating to a transaction funded directly to the Client shall be settled between Client and the Cardholder directly. Client understands that such disputes can result in a Cardholder issued "Chargeback" to Client. A Chargeback occurs when a merchant issues credit to a cardholder's account. Chargeback(s) can be avoided by settling disputes with the Cardholder directly or issuing a refunded transaction. Such chargeback disputes may require Client to provide a copy of the signed credit card receipt and other supporting documentation.

f. **Whitelisting.** Propay is the company Capturepoint uses to settle credit card transactions. The Client will receive the Net Value into its bank account daily, which is equal to the revenue owed less refunds, chargebacks and other deductions. Should the Net Value of the day's transactions be negative, Propay will debit the Client's specified bank account that amount. To whitelist Propay

to allow such debits, the Client must provide their bank with Propay's company ID WFMSPROPAY.

g. **Hardware Purchase.** Any hardware required for this implementation must be purchased, installed and tested by the Client. Capturepoint bears no responsibility for acquiring hardware. Capturepoint does not directly guarantee or warranty any hardware equipment purchased through Capturepoint or from another vendor. Any equipment purchased through Capturepoint is non-refundable. Hardware cost estimate is valid for 60 days from the date defined in the Quote.

h. **Hardware Integration and Support.** Hardware including, but not limited to, bar code scanners, web cameras, touch screens, ID printers and credit card swipes purchased from other sources may not have the required programming to work with the Services. Capturepoint does not provide hardware programming or maintenance and does not guarantee or warranty hardware purchased via Capturepoint or elsewhere will work with Capturepoint Services.

i. **Policies.** Client is responsible for providing policy information pertaining to their specific rules of operation, such as, Code of Conduct, Internet, Refund and Privacy Policy. The Privacy Policy is posted on the Public Site. The Privacy Policy automatically defaults to Capturepoint's Privacy Policy if the Client does not supply one. The Capturepoint Terms of Use is posted on the Administrator Site. All administrators of the Services must comply with the Terms of Use. Failure to comply with the Terms of Use policy may result in the suspension or termination of Services.

j. **Internet Service.** Client is responsible for the purchase and set up of their Internet service, which is required for the use of Services. Capturepoint does not provide Internet service connection support or maintenance.

k. **User Roles.** Client is responsible for creating, approving or de-permissioning user roles. Client should have a transition plan for administrators that join or leave the organization. Capturepoint does not create or approve user roles, unless Client provides written approval of the changes. User roles may not be deleted.

l. **Setup.** Client is responsible for organizing and entering their content, which, includes but is not limited to, catalog, facility, memberships and financial information, unless Client purchases additional One-Time Services.

m. **Online Gaming/Gambling.** Client is responsible for complying with their state and local gaming authority's laws and regulations regarding online gaming. Gaming may include, but is not limited to, raffles, contests, 50/50s, etc. Failure to comply with the state law may result in suspension or termination of the Service.

n. **Compliance with Governing Laws.** Client is responsible for complying with their state and local laws, which includes but is not limited to, convenience fees. Failure to comply with the state and local laws may result in suspension or termination of the Service.

18. **Overtime charges.** Work performed outside of the Regular Service Hours as defined in Appendix A – Capturepoint Support, at the specific request of the Client, are subject to overtime charges. Should the Client request overtime hours, both Client and Capturepoint should provide written approval of the overtime hours. Upon completion of the

work, Capturepoint will provide written documentation, of the overtime hours worked.

19. **Payment.** Capturepoint will invoice Client for One-Time Set Up Fees incurred upon execution of this Agreement, unless otherwise agreed by Client. Capturepoint will invoice for the Annual Subscription fees on the Subscription Start Date. On the Renewal Date, Capturepoint will submit one annual invoice to the Client. Payment is due within thirty (30) days of Client's receipt of each invoice. Should any invoice remain unpaid for more than thirty (30) days, interest shall be paid at a rate of 1.5% per month. Capturepoint will collect Payment Processing Fees monthly from Client based on terms defined in the Quote. Failure to comply with Payment terms may result in the suspension or termination of Services.

20. **Receipt of Payment.** Receipt of payment by cash, check, cashier's check, money order or other means or receipt of a Purchase Order by the Client confirms acceptance of the Terms & Conditions as defined in the Agreement and serves as approval of the Terms & Conditions.

21. **Term.** This Agreement shall have a term of twelve (12) months commencing on the Subscription Start Date, unless terminated as provided in Section 23. This Agreement will automatically renew for additional (12) month terms.

22. **Termination.** Either party may, upon giving thirty (30) days written notice identifying specifically the basis for such notice, terminate this Agreement. In the event this Agreement is terminated, Client shall pay Capturepoint for all Services rendered and expenses incurred prior to the date of termination. Capturepoint will not pro-rate or return funds for the current subscription period.

23. **Exclusions.** The Agreement does not include any additional Services that are not set forth in this Agreement. Additional requirements will be documented and agreed to prior to the execution of this Agreement.

24. **Warranty.** Capturepoint warrants that its Services will be performed in a good and workmanlike manner. Capturepoint shall re-perform any work not in compliance with this warranty brought to its attention within a reasonable time (not to exceed sixty (60) days), after that work is performed. Except as represented in this Agreement, all Services are provided "AS IS." THE PRECEDING IS CAPTUREPOINT'S ONLY EXPRESS WARRANTY CONCERNING THE SERVICES AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, INTERFERENCE WITH ENJOYMENT OR OTHERWISE.

25. **Indemnification.** Client shall indemnify and hold Capturepoint harmless from third party claims arising out of its use of the Services.

26. **Limitation of Liability.** The sole liability of either party to the other (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement shall in no event in the aggregate exceed, in the case of Capturepoint's liability, the fees received by Capturepoint for the Services giving rise to the liability, or, in the case of Client, the total fees payable to

Capturepoint. In no event shall either party be liable for consequential, incidental, indirect, special or punitive loss, damage or expenses (including lost profits). Any action by either party must be brought within two (2) years after the cause of action arose.

27. **Integration.** This Agreement and its attached appendices constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior Agreement and understandings of the parties in connection herewith, and not covenant, representation or condition not expressed in this Agreement shall affect, or be effective, to interpret, change expand or restrict the express provisions of this Agreement.

28. **Modification of Agreement by Writing.** This Agreement may not be modified, amended, waived, extended, changed, discharged, assigned or terminated orally or by any act or failure to act on the part of either party. This Agreement may be modified, amended, waived, extended, changed, discharged, assigned or terminated only by an agreement in writing signed by both parties.

29. **Assignment.** Neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

30. **Notice.** Any notice or other communication provided under this Agreement shall be in writing and shall be effective either when delivered personally to the other party, or five (5) days following deposit of such notice or communication into the United States mail (certified mail, return receipt requested, or first class postage), facsimile (with delivery confirmation) e-mail to the point of contact at the email address set forth in this Agreement, or overnight delivery services (with delivery confirmation), addressed to such party at the address set forth in this Agreement. Either party may designate a different address by notice to the other given in accordance with this Agreement.

31. **Force Majeure.** Neither party will be liable for any delays or failures to perform due to causes beyond that party's control.

32. **Branding.** Client shall not use Capturepoint's name outside Client's organization without Capturepoint's express written consent, which may be withheld by Capturepoint in its sole discretion.

33. **Waiver.** No delay on the part of either party to this Agreement in exercising any right, power of privilege under this Agreement shall operate as a waiver of any such right, power or privilege.

34. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of New Jersey, without giving effect to conflict of law rules.

35. **Agreement Execution.** This Agreement may be executed simultaneously in counterparts, and by PDF or other electronic transmission, each of which counterparts shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto.

APPENDIX A – CAPTUREPOINT SUPPORT

1. **Service Hours.** Regular Service Hours are Monday - Friday, 9:00am - 5:00pm ET. Emergency Hours are 24/7.
2. **Severity Levels.** There are two types of service levels:
 - a. **Severity Level 1.** The site is wholly or substantially inoperable or interrupted.
 - b. **Severity Level 2.** The site experiences a minor error and the impact to normal activities is minimal, including bugs and enhancements.
3. **Support.** "Support" is included with your Capturepoint Subscription and includes: 1) Severity Level 1 support 24X7 2) Severity Level 2 support during Regular Service Hours 3) access to CommunityPass Help & Training, 4) access to a Ticket Management System (TMS), 5) bug fixes, 6) analysis and resolution of issues with the system by a Capturepoint Technical Resource that cannot otherwise be solved by a Customer Service representative. Initial analysis and recommendations are included with your Capturepoint license. Relief for a problem may be a billable service. Support **does not** include additional One-Time Services, such as Training or Professional Services.
4. **Response Times.** Capturepoint will attempt to resolve issues as quickly as possible; however, we make no guarantees or representations, either expressed or implied, regarding resolution time of any issue. If the issue is categorized as Severity Level 1, we will work on it until it is resolved, provided the issue is within the scope of our control. If a Severity Level 2 alert occurs outside of Regular Service Hours, on weekends, or on a holiday, resolution may not occur until the next business day. If we cannot reach the Designated Contact, as defined as the Client's primary contact, outside of Regular Service Hours and such contact is needed to rectify your issue, Capturepoint may not be able to provide support.
5. **Tickets.** "Tickets" are requests for Support. Each ticket will be assigned a number, which must be referenced in the subject of all correspondence. Severity Level 1 Tickets take prioritization over all other Tickets, unless otherwise advised by the Client.
6. **Ticket Management System "TMS".** All requests for Support requiring a Ticket are submitted via a TMS. Acknowledgements, status updates and closure documentation will be transmitted through the TMS. The TMS is available 24/7 and monitored regularly by Capturepoint support staff.
7. **Ticket Process Flow.** To maintain organization and communication with Client, Capturepoint will perform the following tasks for each new or changed Support request.
 - a. **Receipt of request:** All Support requests by email are routed to a Customer Service Representative who verifies the contact information. Designated Contacts may be required to approve Support requests submitted by other members of the Client's organization. Requests will be addressed in the order received. Capturepoint does not accept Support requests via text messaging, website or fax.
 - b. **Problem Triage.** Analyze request and investigate potential solutions or answers. Capturepoint will: 1) solve your request immediately, 2) research your request and provide a response, or 3) open a Ticket. If a Ticket is opened, Capturepoint will assess and record time estimates for each request and assign a Severity Level.
 - c. **Relief:** Relief is the answer to the request or, in the case of a product defect, a temporary fix, a workaround (configuration changes, temporarily turning off non-critical product functionality) or an action plan to get the software up and running. Once Relief is provided, Capturepoint may downgrade the severity of the Ticket. Relief provided to the problem may also be the solution that the Client confirms resolves the issue and the Ticket will be closed. Relief for a problem may be a billable service. Clients will be notified if the solution to fix the issue is billable prior to starting any Ticket work.
 - d. **Ticket Resolution.** If Relief is delivered and it has not resolved the problem, Capturepoint will continue research until Ticket resolution is found and delivered and confirms that it resolves the problem, at which time the Ticket will be closed. Ticket Resolution as related to the Ticket, is defined as a permanent solution to the problem. A permanent solution may be available as a fix and for some Tickets a permanent solution may be available in the next release. Also, custom fixes or work-arounds may be developed to circumvent a product defect that will not be included in future releases; in such Tickets, these fixes and workarounds will be considered a permanent resolution by Capturepoint.
8. **Enhancements.** Enhancements are system wide change requests submitted by the Designated Contact via the TMS. If approved, Capturepoint will prioritize the enhancement within the product development cycle. Completion of the enhancement will vary based on its complexity and development priorities. Expediting an approved enhancement request may be a billable service.
9. **Capturepoint Responsibilities.** The following are responsibilities that Capturepoint expects of its Clients will perform. In some cases, Capturepoint may require Client to engage in billable services.
 - a. **Ticket Management.** Capturepoint will use commercially reasonable efforts to manage and address the Client's Ticket based on the Severity Level and its complexity. All Ticket Management targets and delivery timelines are goals and not commitments, and the actual timing may vary.
 - b. **Bug Fixes.** Capturepoint will remedy defects or failures within the system. Capturepoint will prioritize bugs based on critical impact to the system and use commercially reasonable efforts to remedy bugs in a timely manner. Bug fixes do not include problems caused by Client negligence, abuse or misapplication; use of Capturepoint products other than as is specified in the product documentation or other Tickets beyond the control of Capturepoint. Capturepoint makes no representation or warranty that all bugs will be fixed.

- c. Availability of Product. Capturepoint will strive to achieve 100% availability of Service, except for scheduled maintenance windows, which Capturepoint will perform outside of Regular Service Hours, when possible. Capturepoint will notify Client in advance of scheduled maintenance. Capturepoint technical support will be available for Severity Level 1 issue resolution 24 hours a day, 7 days a week. Lack of accessibility to the Services because of problems outside the control of Capturepoint, as described in this Agreement, will not be counted against this availability requirement.
 - d. Replication of Client problems. Capturepoint makes every effort to duplicate Client problems. There are times, however, when a Customer Service Representative is unable to replicate the issue. When this happens, Capturepoint gathers all pertinent information before escalating an issue. The Customer Service Representatives have direct access to Technical Support Representatives, who analyze issues and makes recommendations for solving the problem, which may require billable services. Capturepoint works together as a team to bring timely resolution to Client reported problems and strive to maintain a high level of Client satisfaction.
 - e. Materials. All support materials are maintained electronically and can be accessed through CommunityPass Help & Training. Capturepoint does not provide paper copies of its support materials.
 - f. Consulting. At times, a Consultant may be required to resolve a problem or evaluate a business issue. The need for a Consultant is evaluated on a case-by-case basis by Capturepoint management. Dispatching a Consultant, either, on site or remotely, will occur once a signed agreement has been entered into between the Client and Capturepoint. This agreement shall be detailed within a statement of work and is a billable service.
 - g. Message Manager. Message Manager is a bulk email delivery tool that transmits multiple email messages within a single batch. Bulk email messages are delivered through a separate engine than transactional email messages such as receipts, outstanding payment notices and tuition reminders are processed on a first come first served basis. As a result, bulk email delivery may not occur immediately after the request has been submitted. Capturepoint makes every effort to ensure that messages are delivered; however, there are many reasons outside of Capturepoint's control that may prevent bulk email messages from being delivered (e.g. spam filters.)
 - h. Asset Storage. Capturepoint stores all Client Assets (i.e. images, documents, forms) in Amazon CloudFront. Capturepoint adheres to all Terms & Condition stipulated by Amazon CloudFront hosting agreement, which can be found at <https://aws.amazon.com/partners/terms-and-conditions/>.
- Customer Service Representatives will not:
- i. Guide Client through step-by-step implementations or provide remote implementation assistance for Capturepoint products.
 - j. Perform ticket work outside Client's Support contract.
 - k. Support of any software other than the specified line of Capturepoint Services.
 - l. Support of hardware or third-party products. However, Capturepoint will make a reasonable effort to help you get a resolution to your hardware or third-party vendor problem within standard resolution time goals. The Ticket is kept open until the resolution is delivered or it is determined that Capturepoint cannot control the hardware or third party issue, at which time we will inform the Client that Capturepoint is not able to resolve the issue and the Ticket is closed.
 - m. Assistance with problems caused by Client negligence, abuse or misapplication; use of Capturepoint products other than as is specified in the product documentation or other causes beyond the control of Capturepoint; any other problem that is excluded under Capturepoint's standard support terms or problems caused by any unsupported hardware and/or software.
10. Client Responsibilities. The following are responsibilities that Capturepoint expects of its Clients. To ensure that the problem or question is resolved as promptly as possible, the Client should meet these responsibilities before requesting Support.
- a. Requirements Definition & Ticket Prioritization. Client is responsible for describing system changes or enhancements in a Ticket ("Requirements Definition") and setting Ticket priorities. If Capturepoint defines requirements, the time spent defining requirements may be a billable service.
 - b. Provide Capturepoint with timely responses and any information reasonably needed to address a Ticket.
 - c. Thoroughly review all product documentation before contacting Support for assistance. Check self-service resources on CommunityPass Help & Training. Capturepoint strongly encourages Client to make use of these resources and provide feedback on areas where we can expand and improve value.
 - d. Client should use reasonable efforts to isolate, document and report errors to Support.
 - e. Severity Level 1 Request. If the Client is experiencing a Severity Level 1 issue, call Capturepoint. Do not send emails for Severity 1 issue. Client should abide by the Severity Level 1 terms. Abuse or misuse of the terms more than three times will result in fees and overtime penalties, time and a half of the consulting rate for time spent analyzing and researching the problem.
 - f. Capturepoint will not accept Support requests directly from Client's end users. It is the Client's responsibility to service your customer requests

and inquiries. A console is available for Client's to update contact information for end users.

- g. Capturepoint will support all Administrative Users of CommunityPass. However, Client should assign a Designated Contact as the primary contact. Typically, the Organization Administrator is the Designated Contact. A Designated Contact needs to have a basic understanding and access to expertise in the tasks related to administering and trouble-shooting CommunityPass. Capturepoint encourages organizations to filter all support requests through the Designated Contact, as Capturepoint will typically require approval and feedback from the Designated Contact prior to resolving Tickets and questions.
- h. Asset Upload. Client may only upload Assets which the Client has all necessary copyright and other rights. If the Client uploads an Asset, anyone with access to that Asset may view and download copies of the Asset. Client is solely responsible for how the Client shares Assets and who may access Your Assets that the Client shares. Client may not upload Assets (a) that contain defamatory, threatening, abusive, pornographic, or otherwise objectionable material, (b) that advocate bigotry, hatred, or illegal discrimination, or (c) if sharing those files violates any law, any intellectual property, publicity, privacy, or other right of others, or any license or other agreement by which the Client is bound.
- 11. Cloud Computing. Capturepoint uses web-based software that users access from any computer with an Internet connection. The software is hosted by and resides on Capturepoint servers. The software can integrate with the following hardware items, which if using must be purchased, installed and tested, prior to using the Services: Cash drawer, Receipt Printer, Digital Camera/Web Cam, Bar Code Scanner, Photo ID Printer.
- 12. Security. Capturepoint uses advanced technology for Internet security. When you access our site, Secure Socket Layer (SSL) technology protects your information using both server authentication and data encryption, ensuring that your data is safe, secure, and available only to registered users ("Users") in your organization. Client data will be inaccessible to unauthorized visitors. Capturepoint products are hosted in a secure server environment that uses a firewall and other advanced technology to prevent interference or access from outside intruders.
- 13. Login. Capturepoint provides each Client's User with a unique username and password that must be entered each time a User logs on.
- 14. Cookies. Capturepoint issues a session cookie ("Cookie") only to record encrypted authentication information for the duration of a specific session. The session Cookie does not include either the username or password of the user. Capturepoint does not use Cookies to store other confidential user and session information, but instead implements more advanced security methods based on dynamic data and encoded session IDs.
- 15. Changes to Capturepoint Support. Capturepoint reserves the right to amend our support policies and will notify Client in writing of any changes.

APPENDIX C – COMMUNITYPASS SERVICES

CommunityPass Annual Packages & Features

CommunityPass is comprehensive cloud-based software that provides online data collection, payment, and reporting to cover all aspects of administration. For product descriptions, visit communitypass.net/features/index.html.

CommunityPass Packages

- ❖ *Essentials*
- ❖ *Membership*
- ❖ *Recreation*
- ❖ *School*
- ❖ *Enterprise*

Additional Organizations*

- ❖ *Essentials*
- ❖ *Membership*
- ❖ *Recreation*
- ❖ *School*
- ❖ *Enterprise*

*Based on quantity

Additional Site

- ❖ *Additional Site**
- ❖ *Digital Attendance (requires After Care)*

*Based on quantity

A La Carte Features

- ❖ *After Care*
- ❖ *Instructor Site*
- ❖ *Leagues*
- ❖ *Pass Fulfillment / Beach Badges*
- ❖ *Reservations (Facility Rentals & Permits)*
- ❖ *Ticket Redemption*

One-Time Fee-Based Services

CommunityPass One-Time Services

CommunityPass experienced professionals are available to support the planning, implementation, and optimization of One-Time Services. For service descriptions, visit communitypass.net/products/services/.

CommunityPass Set Up Services

- ❖ *CommunityPass Setup.* Activation of CommunityPass subscription, creation and testing of 1 administrator account and public site, setting of account-specific defaults, Webinar Training and integration of 1 e-commerce Merchant Account and transaction testing. All monies will deposit into one Merchant Account, unless Client purchased Additional Organizations. *Included.*
- ❖ *ID Badge Design.* Provide a choice of 2 templates and 2 sets of edits. *Included with Membership, Recreation and Enterprise package.*

Training Courses

All training is Web-Based unless On-Site training is purchased.

Sessions:

- ❖ *CommunityPass Setup.* Core course to set up content, users and programs. Admins should take this course before starting a CommunityPass deployment or when taking over an existing deployment.
- ❖ *CommunityPass Customer Management.* Core course that focuses on managing an organization's front desk, including processing registrations, payments, refunds, transfers and withdrawals.
- ❖ *CommunityPass Reporting.* Core course that shows how to run standard and ad hoc reports.
- ❖ *CommunityPass Q&A.* For A "freestyle" 2-hour session lets the trainer help execute what was learned in the Setup and Front Desk sessions. The trainer can assist with program entry, new user setup, setting eligibility and capacity rules or any other item covered in the Setup and Front Desk sessions.
- ❖ *After Care*
- ❖ *Digital Attendance*
- ❖ *Facilities Setup*
- ❖ *Facilities Customer Management*
- ❖ *Instructor Site*
- ❖ *Leagues*
- ❖ *Memberships, ID Scanning & POS*
- ❖ *Pass Fulfillment / Beach Badges*
- ❖ *Pre-Registration Student Manager*
- ❖ *Ticket Redemption*

- ❖ Customization. Customize eligibility rules, reports, public site design, or other product features or Enhancements to meet the unique needs the Client.
- ❖ Data Migration. Migrate your membership database from spreadsheets or a prior system. Capturepoint will merge like records, purge duplicates and upload a clean membership list. Data migration process dependent on the organization's current installation of software. Migration includes individual/account meta-data, membership ID data and current member status. Family Upload of no more than one year of family data from existing client database to Capturepoint. Financial and transactional history is not included.
- ❖ Catalog Analysis & Data Entry. Analyze, organize and enter one or more of the following: 1) catalog and brochures into CommunityPass, including programs, trips, classes, forms, notices, and flags, 2) facilities information or 3) products into Front Desk or CommunityPass. Capturepoint will analyze content (dates, dependencies, descriptions, discounts, eligibility, prices and validations) for individual activities.
- ❖ Discovery. Identify custom requirements, configurations, reporting, etc. through a series of meetings led by a CommunityPass Consultant. Includes time for documentation.
- ❖ ID Badge Design Custom. Custom ID badge design charged on an hourly basis.
- ❖ Implementation Management. Identify all areas where CommunityPass will impact existing workflow, policies, procedures and marketing, enabling Capturepoint to suggest the optimal approach to implementing CommunityPass. A CommunityPass Consultant manages the implementation and organizes a Kickoff Meeting and up to six (6) weekly status meetings.
- ❖ Report Analysis & Design. A Consultant analyzes your existing reports and makes recommendations whether to use 1) pre-built, 2) custom, or 3) Report Builder reports.
- ❖ Post-Launch Managed Support. Accommodate unexpected issues that occurs post implementation. A CommunityPass Consultant will organize weekly status meetings and manage follow up tasks for a specified time period. Service commences after completion of Implementation Management and Training. Includes 12 1-hour meetings with a Capturepoint resource. Excludes customization, configuration and training services. Client expected to provide an agenda of topics to cover 3-days prior to scheduled meeting.
- ❖ Student Upload Service. Provide the development and customization to upload your Student Information System (SIS) data into CommunityPass. Capturepoint 1) loads the student database provide by the Client into CommunityPass, 2) creates family accounts, 3) Adds students to new or existing family accounts, and 4) prepares letters via a formatted PDF or email to send to users. Extracting data from Client SIS, data transformation into the CommunityPass format and automating delivery of SIS is excluded from the Service and is Client's responsibility. Capturepoint can assist with data extraction if the Client purchases additional One-Time Customization Services, which is billed hourly with an 8-hour minimum.
- ❖ Systems Integration. Capturepoint offers three options for systems integration. All three options include the creation of a custom file format that would align with the upload requirements of the software.
- ❖ Travel & Expenses. Capturepoint will bill for actual travel and expenses related to the delivery of any on-site Training or Fee-Based Services. Minimum applies.

APPROVALS:

The signatures below, or the submission of payment or a purchase order, constitute agreement to the terms of this Agreement and the terms outlined in Appendices A, B, C and all Quotes. Please sign and send back to Capturepoint for countersignature either by mail or PDF (JPEGs and photos are not accepted).

For CLIENT:

Name: _____
 Title: _____
 Signature: _____
 Date: _____

For Capturepoint:

Name: Gleann Anne Chabala
 Title: Business Dev. Mgr.
 Signature: Gleann Anne Chabala
 Date: 3/1/23



Day Camp
Monday, July 10, 2023
Driving Range Pavilion

Client/Organization	Glen Cove Youth Bureau	Event#	E07273
Party Name	Glen Cove Youth Bureau- 1st-6th Grade	Status	Tentative
Address	128 B Glen Street, Glen Cove, NY 1154	Rain Date	
Booking Contact	Potter, Sandra	Pln Guests	200
Booking Tel	(516) 361-7830	Gtd Guests	100
Booking Email	spotter@Glencoveny.gov	Sales Rep	Nichole

Catering/Food Option: Concession Stand Purchases

Event Schedule

Description	Start	End
Arrival & Departure	10:30 am	1:30 pm
Attractions Package	10:30 am	1:30 pm

Event Details

Food/Service Items	Price	Qty	Total
Attractions Package - 7/10/2023 - 10:30 am			
Day Camp Unlimited Attraction Package \$29.95 pp Must have a minimum of 20 people	29.95	100	2,995.00

3 Hours of Unlimited Entertainment includes:

Spin Zone Bumper Cars, Go-Karts, Miniature Golf, Batting Cages, Outdoor Laser Tag and Gaga Ball. ***This package does NOT include the Golf Driving Range***

ADD THE GOLF DRIVING RANGE FOR \$7 PER PERSON!

Individual attraction rules apply. Sneakers must be worn. There is a 55 inch height requirement to go alone on the Go-Karts. There is a 48 inch height requirement to go alone on the Spin Zone Bumper Cars. Children must be 36 inches to be a passenger on the Go-Karts and Spin Zone Bumper Cars. Any child under the height requirement must be accompanied by an adult in your group 18 years or older. Children under 3 years old are FREE with a paying adult.

******Please be aware that your groups Unlimited Fun Cards have a 3 Hours Unlimited timer that will start when anyone in your group swipes their Unlimited Fun Card at any attraction.******

1 Staff Member Free for Every 10 Kids

Applies to Entertainment Packages Only (Excludes Food)

Restrictions apply: Staff Member Fun Cards are given to facilitate staff monitoring of children. Country Fair reserves the right to remove Fun Cards from any staff member who is not effectively watching the children. There is no charge for a staff member to drive a child under the height requirements. Additional Staff is required to pay ONLY if they are using the entertainment.

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Notes:

****Please CC: Adigiuseppe@glencoveny.gov**

Subtotal	2,995.00	Paid	0.00
Taxes(8.625%)	0.00	Balance	2,995.00
Total Value	2,995.00		

- A \$200.00 non-refundable deposit & signed contract are due in order to hold and lock in this date
- Final head count, payment & food order will be due no later than 7-10 days before the event date
- If you are paying in a form of a Company Check, make the check out to " **Country Fair Kitchens**"
- Head counts **MAY NOT LOWER IN NUMBER** but can always be raised at anytime
- Please be aware that there is **no-refund for students that do not show up** the day of the event
- There will be a **\$100 Fee** if your Pavilion Area isn't clean before your leave the park.
- No outside food is permitted in the park unless approved by Sales Manager.

****Please be aware that once the first person in your group swipes their Unlimited Fun Card at an attraction, it will start the entire groups 3 or 4 hour timer. ****

Terms & Conditions

POLICIES: There is a (10) ten person minimum for all Attraction Fun Card Packages and a (20) twenty person minimum for all Unlimited Entertainment Packages. Any Attraction passes (Excluding Unlimited Passes) distributed during the event will be valid for a return visit. These passes will expire at the end of our 2023 season. Unlimited Entertainment Packages are valid for your event day & designated time only. Individual attraction rules apply. There is a 60" height requirement for the Adult go-karts. There is a 55" height requirement for the Rookie go-karts. Under 55" and above 36" must be driven by a licensed adult (at no extra charge). Spin-Zone Bumper Cars is a 48" height requirement. Under 48" and above 36" must be driven by a driver over 48". Sneakers are required. There are no outside vendors or caterers permitted. Country Fair reserves the right to eject or deny access to any individual that refuses to obey the park rules. Initial_____

There is a \$100 Clean-up Fee if your pavilion area isn't cleaned before your leave the park. Initial_____

Country Fair is not responsible for any of your personal property. All Guest to Country Fair are responsible for their own belongings. Country Fair is not responsible for any personal belongings that are lost, damaged, stolen, stained etc. This includes anything that you bring to the park, vehicles, parked cars, gifts, medicine, sunglasses, cell phones, etc. Your belonging that you bring or your guest bring to Country Fair are your responsibility. This applies to all guest of Country Fair Park, Retail, Events, Party Guest etc. Although we take pride in the clean wholesome environment we provide our guest, we are still open to the public and can frequently have thousands of people on property at one time. There for we advise you and all our guest to make special arrangement or take special care to insure the safety of your belongings as Country Fair Park cannot be responsible if items are lost or stolen or damage. Initial_____

Country Fair Staff are simply meant to be facilitators of your event. They are not responsible for babysitting, chaperoning, or taking the parents place in taking care of your child or your guest children. While your child is

at Country Fair participating in a party or an event, the parent and/or chaperon has full responsibility for that child. Country Fair Staff are responsible for the service of your event; delivering pizzas, drinks, and other food and beverage items to you and your guests. All personal belongings are not under the responsibility of the Country Fair Staff, you will be responsible for your belongings at all times. It is Country Fair policy that Country Fair employees are not allowed to assist with your personal belonging. Please make other arrangements. Initial _____

PROHIBITED ITEMS: No pets (with the exception of seeing eye dogs), scooters, roller skates, or roller blades, skate boards, bicycles or any vehicles shall be permitted on the premises at any time. Country Fair is a non-smoking facility. Initial _____

DEPOSITS AND PAYMENTS: A \$200.00 non-refundable deposit and signed reservation are due to reserve date. Group rates will not apply to any groups that do not pay the deposit prior to arrival, there are no exceptions. Full payment for event is due at least 10 business day prior to the event. (Country Fair's business days are Monday - Friday from 9 am to 5 pm). Unlimited Fun Cards/Passes/Vouchers will not be distributed until full payment is received. Must pay for the minimum required guests. Gratuities are not included. Payments are to be made in the form of organization/company check, cash, or credit card (No personal checks). When making any payment with a check you must write the following on the Memo Line "Event # E07273". Checks should be made payable to Country Fair Kitchens and sent to the Attention to Special Events Team at 3351 Route 112 Medford, NY 11763. Initial _____

RAIN DATES: Rain dates must be selected at the time of booking to ensure availability. If no rain date is booked, the event is scheduled as a rain or shine event Go-karts, Batting Cages and Laser Tag do not operate in the event of rain. Rain checks are available if it rains during event. Locations are booked on a first come first serve basis, in the event of a rain date or rescheduling, original location is not guaranteed. Initial _____

PAYMENT METHODS: Credit cards and Debt Cards will be accepted. We accept payment by a Bank or Certified check, Business Checks for Business events only (No personal checks) or by cash. Checks should be made payable to Country Fair Kitchens. Initial _____

FINAL GUEST COUNT: Patron will furnish the final guest count not later than seven business days prior to function. This applies to the attraction and food packages. The number of Adult/Children guests will be considered a guarantee, not subject to reduction and is non-negotiable. Additional guests above guarantee number is permitted. Patron must pay for the number of guests guaranteed and for any additional guests and outside vendors attending the function. In no event shall the guest guarantee be less than the minimum guest count guarantee set forth above. In the event that the final guest count does not meet the minimum guarantee, Patron will be charged for the minimum required. Initial _____

GRATUITIES: Maitre D' & staff gratuity is not included and is at your discretion. You may choose to pre-pay

gratuities and have that amount added to your balance upon the signing of this contract. You may also choose to pay gratuities on the date of your event. Initial _____

CANCELLATION POLICY: In the event Patron cancels the function, all deposits and advanced payments shall be retained by Country Fair Park Kitchen. If this is an outdoor function (not including Park Buy outs) a rain date will be given. If the Event is canceled within 15 days of the function, Patron will be held responsible for the full payment of the guaranteed number of guests. Any contract that is canceled is subject to a non-refundable \$500 cancellation fee for processing and bookkeeping. If event has a food package included, you must contact Country Fair at (631)732-0579 to reschedule for your rain date at least 48 hours prior to the event. Initial _____

LIABILITY: Country Fair Management shall not be held liable for any damages for failure to supply any item or service when prevented from doing so by any cause beyond its control such as Act of God or terrorism. Initial _____

Country Fair Management shall not be liable for any personal property that is missing, left unattended, left behind or lost by Patron, Patron's guests or Outside Services provided by Patron. Country Fair Management shall not be liable for utility outages including but not limited to water, natural gas and electricity. Initial _____

The use of a piñata, confetti, smoke/fog and bubble machines are not allowed on the premises. According to Suffolk County Law - smoking is strictly prohibited in any interior spaces or inside park. Any violation of these laws could result in the delay or interruption of your event. Initial _____

The Patron agrees to conduct the Event in an orderly manner and in full compliance with applicable laws, regulations and rules. The facility reserves the right, in its judgment, to exclude or reject from the facility any person engaged in objectionable behavior and shall not incur any liability by reason thereof. Initial _____

In the event of damages to the premises caused by Patron, Patron's guests, Patron's vendors or Patron's outside services, the Patron agrees to pay same as part of the final invoice of the Event. Patron agrees to indemnify and hold Country Fair Park harmless against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of any act, omission, negligence or misconduct of patron, or any of patron's agents, guests, vendors, or invitee in connection with this Contract. In the event that Country Fair Management is required to bring any action or proceeding to enforce the terms of this Contract, and any action or proceeding brought by Country Fair Management is successful, Patron agrees to reimburse Country Fair Management for reasonable attorney's fees and costs. Initial _____

Outside Vendor Claus

All outside vendors/caterers must provide Country Fair with liability insurance naming Country Fair Management as additional insured for all entertainment, equipment, services or companies operating during this event. These certificates and licenses must be provided to the Country Fair 4 weeks prior to event date. In the event that the client does not

provide these certificates, Country Fair will not permit access to such vendors. Outside vendors are responsible for their own equipment, set up and clean up. If vendors are unable to arrange for their own power, garbage removal, etc Country Fair can provide such services for an additional fee. If necessary the event planners at Country Fair can assist in booking entertainment. Country Fair reserves the right to eject or deny access to any individual or vendor that refuses to obey the park rules. Initial _____

DISPLAYS AND DECORATIONS; PERSONAL PROPERTY : All displays and/or decorations and the delivery and removal of such items shall be subject to the prior written approval of Country Fair Management in each instance. Any contact concerning such displays and/or decorations and any personal property of Patron or guests, invitee or independent contractors engaged by Patron, shall be at the sole risk and expense of Patron. Patron and all persons providing display and/or decoration shall comply with all flame proofing and other laws and regulations. It is not permitted to tape, nail, and glue or use any other method of affixing or displaying any item without the prior written approval of the Facility. In the event of damages the Patron agrees to pay same as part of the final invoice of the Event. Initial _____

I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client: _____

Date: _____

Sales Rep: Nichole Samstag

Date: _____



Day Camp
Wednesday, July 12, 2023
Driving Range Pavilion

Client/Organization	Glen Cove Youth Bureau	Event#	E07274
Party Name	Glen Cove Youth Bureau- 7th-8th Grade	Status	Tentative
Address	128 B Glen Street, Glen Cove, NY 1154	Rain Date	
Booking Contact	Potter, Sandra	Pln Guests	100
Booking Tel	(516) 361-7830	Gtd Guests	70
Booking Email	spotter@Glencoveny.gov	Sales Rep	Nichole

Catering/Food Option: Concession Stand Purchases

Event Schedule

Description	Start	End
Arrival & Departure	10:30 am	1:30 pm
Attractions Package	10:30 am	1:30 pm

Event Details

Food/Service Items	Price	Qty	Total
Attractions Package - 7/12/2023 - 10:30 am			
Day Camp Unlimited Attraction Package \$29.95 pp Must have a minimum of 20 people	29.95	70	2,096.50

3 Hours of Unlimited Entertainment includes:

Spin Zone Bumper Cars, Go-Karts, Miniature Golf, Batting Cages, Outdoor Laser Tag and Gaga Ball. ***This package does NOT include the Golf Driving Range***

ADD THE GOLF DRIVING RANGE FOR \$7 PER PERSON!

Individual attraction rules apply. Sneakers must be worn. There is a 55 inch height requirement to go alone on the Go-Karts. There is a 48 inch height requirement to go alone on the Spin Zone Bumper Cars. Children must be 36 inches to be a passenger on the Go-Karts and Spin Zone Bumper Cars. Any child under the height requirement must be accompanied by an adult in your group 18 years or older. Children under 3 years old are FREE with a paying adult.

******Please be aware that your groups Unlimited Fun Cards have a 3 Hours Unlimited timer that will start when anyone in your group swipes their Unlimited Fun Card at any attraction.******

1 Staff Member Free for Every 10 Kids

Applies to Entertainment Packages Only (Excludes Food)

Restrictions apply: Staff Member Fun Cards are given to facilitate staff monitoring of children. Country Fair reserves the right to remove Fun Cards from any staff member who is not effectively watching the children. There is no charge for a staff member to drive a child under the height requirements. Additional Staff is required to pay ONLY if they are using the entertainment.

Day Camp Unlimited Attraction Package \$29.95 pp Must have a minimum of 20 people	29.95
---	-------

3 Hours of Unlimited Entertainment includes:

Spin Zone Bumper Cars, Go-Karts, Miniature Golf, Batting Cages, Outdoor Laser Tag

3/1/2023 - 10:36:28 AM

Page 1 of 5

3351 Route 112, Medford, NY 11763
www.CountryFairPark.com
T: (631) 732-0579 F: (631) 732-7310

and Gaga Ball. ***This package does NOT include the Golf Driving Range***
ADD THE GOLF DRIVING RANGE FOR \$7 PER PERSON!

Individual attraction rules apply. Sneakers must be worn. There is a 55 inch height requirement to go alone on the Go-Karts. There is a 48 inch height requirement to go alone on the Spin Zone Bumper Cars. Children must be 36 inches to be a passenger on the Go-Karts and Spin Zone Bumper Cars. Any child under the height requirement must be accompanied by an adult in your group 18 years or older. Children under 3 years old are FREE with a paying adult.

******Please be aware that your groups Unlimited Fun Cards have a 3 Hours Unlimited timer that will start when anyone in your group swipes their Unlimited Fun Card at any attraction.******

Notes:

****Please CC: Adigiuseppe@glencoveny.gov**

Subtotal	2,096.50	Paid	0.00
Taxes (8.625%)	0.00	Balance	2,096.50
Total Value	2,096.50		

- A \$200.00 non-refundable deposit & signed contract are due in order to hold and lock in this date
- Final head count, payment & food order will be due no later than 7-10 days before the event date
- If you are paying in a form of a Company Check, make the check out to "Country Fair Kitchens"
- Head counts **MAY NOT LOWER IN NUMBER** but can always be raised at anytime
- Please be aware that there is **no-refund for students that do not show up** the day of the event
- There will be a **\$100 Fee** if your Pavilion Area isn't clean before your leave the park.
- No outside food is permitted in the park unless approved by Sales Manager.

******Please be aware that once the first person in your group swipes their Unlimited Fun Card at an attraction, it will start the entire groups 3 or 4 hour timer. ******

Terms & Conditions

POLICIES: There is a (10) ten person minimum for all Attraction Fun Card Packages and a (20) twenty person minimum for all Unlimited Entertainment Packages. Any Attraction passes (Excluding Unlimited Passes) distributed during the event will be valid for a return visit. These passes will expire at the end of our 2023 season. Unlimited Entertainment Packages are valid for your event day & designated time only. Individual attraction rules apply. There is a 60" height requirement for the Adult go-karts. There is a 55" height requirement for the Rookie go-karts. Under 55" and above 36" must be driven by a licensed adult (at no extra charge). Spin-Zone Bumper Cars is a 48" height requirement. Under 48" and above 36" must be driven by a driver over 48". Sneakers are required. There are no outside vendors or caterers permitted. Country Fair reserves the right to eject or deny access to any individual that refuses to obey the park rules. Initial_____

There is a \$100 Clean-up Fee if your pavilion area isn't cleaned before your leave the park. Initial_____

Country Fair is not responsible for any of your personal property. All Guest to Country Fair are responsible for their own

belongings. Country Fair is not responsible for any personal belongings that are lost, damaged, stolen, stained etc. This includes anything that you bring to the park, vehicles, parked cars, gifts, medicine, sunglasses, cell phones, etc. Your belonging that you bring or your guest bring to Country Fair are your responsibility. This applies to all guest of Country Fair Park, Retail, Events, Party Guest etc. Although we take pride in the clean wholesome environment we provide our guest, we are still open to the public and can frequently have thousands of people on property at one time. There for we advise you and all our guest to make special arrangement or take special care to insure the safety of your belongings as Country Fair Park cannot be responsible if items are lost or stolen or damage. Initial _____

Country Fair Staff are simply meant to be facilitators of your event. They are not responsible for babysitting, chaperoning, or taking the parents place in taking care of your child or your guest children. While your child is at Country Fair participating in a party or an event, the parent and/or chaperon has full responsibility for that child. Country Fair Staff are responsible for the service of your event; delivering pizzas, drinks, and other food and beverage items to you and your guests. All personal belongings are not under the responsibility of the Country Fair Staff, you will be responsible for your belongings at all times. It is Country Fair policy that Country Fair employees are not allowed to assist with your personal belonging. Please make other arrangements. Initial _____

PROHIBITED ITEMS: No pets (with the exception of seeing eye dogs), scooters, roller skates, or roller blades, skate boards, bicycles or any vehicles shall be permitted on the premises at any time. Country Fair is a non-smoking facility. Initial _____

DEPOSITS AND PAYMENTS: A \$200.00 non-refundable deposit and signed reservation are due to reserve date. Group rates will not apply to any groups that do not pay the deposit prior to arrival, there are no exceptions. Full payment for event is due at least 10 business day prior to the event. (Country Fair's business days are Monday - Friday from 9 am to 5 pm). Unlimited Fun Cards/Passes/Vouchers will not be distributed until full payment is received. Must pay for the minimum required guests. Gratuities are not included. Payments are to be made in the form of organization/company check, cash, or credit card (No personal checks). When making any payment with a check you must write the following on the Memo Line "Event # E07274". Checks should be made payable to Country Fair Kitchens and sent to the Attention to Special Events Team at 3351 Route 112 Medford, NY 11763. Initial _____

RAIN DATES: Rain dates must be selected at the time of booking to ensure availability. If no rain date is booked, the event is scheduled as a rain or shine event Go-karts, Batting Cages and Laser Tag do not operate in the event of rain. Rain checks are available if it rains during event. Locations are booked on a first come first serve basis, in the event of a rain date or rescheduling, original location is not guaranteed. Initial _____

PAYMENT METHODS: Credit cards and Debt Cards will be accepted. We accept payment by a Bank or Certified check, Business Checks for Business events only (No personal checks) or by cash. Checks should be made payable to

Country Fair Kitchens. Initial _____

FINAL GUEST COUNT: Patron will furnish the final guest count not later than seven business days prior to function. This applies to the attraction and food packages. The number of Adult/Children guests will be considered a guarantee, not subject to reduction and is non-negotiable. Additional guests above guarantee number is permitted. Patron must pay for the number of guests guaranteed and for any additional guests and outside vendors attending the function. In no event shall the guest guarantee be less than the minimum guest count guarantee set forth above. In the event that the final guest count does not meet the minimum guarantee, Patron will be charged for the minimum required. Initial _____

GRATUITIES: Maitre D' & staff gratuity is not included and is at your discretion. You may choose to pre-pay gratuities and have that amount added to your balance upon the signing of this contract. You may also choose to pay gratuities on the date of your event. Initial _____

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The Patron agrees to conduct the Event in an orderly manner and in full compliance with applicable laws, regulations and rules. The facility reserves the right, in its judgment, to exclude or reject from the facility any person engaged in objectionable behavior and shall not incur any liability by reason thereof. Initial _____

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suits or actions and reasonable attorneys' fees, arising out of any act, omission, negligence or misconduct of patron, or any of patron's agents, guests, vendors, or invitee in connection with this Contract. In the event that Country Fair Management is required to bring any action or proceeding to enforce the terms of this Contract, and any action or proceeding brought by Country Fair Management is successful, Patron agrees to reimburse Country Fair Management for reasonable attorney's fees and costs. Initial_____

Outside Vendor Claus

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I have read the above contract and agree to the terms and conditions as well as any terms and conditions on any contract addendum's which I may sign.

Client: _____

Date: _____

Sales Rep: Nichole Samstag

Date: _____

Long Island Aquarium
431 East Main Street, Riverhead, NY 11901
Phone: 631.208.9200 Fax: 631.208.0466
www.longislandaquarium.com

ITINERARY

Billing Information

Glen Cove Youth Bureau
Sandra Potter
128 B Glen Street
Glen Cove, NY 11542

Event Information

Title Glen Cove Youth Bureau 7/7/23
Arrival 7/7/2023 10:15:00 AM

Expected Guests 215
Honored Guest Sandra Potter
DOB

15	Group Chaperone Free AQ		\$0.00	\$0.00
50	Group Child 7th 12th		\$25.00	\$1,250.00
150	Group Child PreK 6th		\$25.00	\$3,750.00
1	Tax Exempt		\$0.00	\$0.00
Account Credit Limit		\$0.00		
Account Balance		\$0.00	Sub Total	\$5,000.00
Minimum Deposit Required		\$0.00	Tax	\$0.00
Remaining Deposit Required		\$0.00	Itinerary Total	\$5,000.00
Projected Balance Due			\$5,000.00	

Features

AQ Classes :
Tour Boat
Classes :
RH Classes :

Schedule

Special Requirements

AQ ONLY
tax exempt
paying with PO

*Tax exempt customers please refer to sub-total,
and present your tax exempt documents upon arrival.*

Anna DiGiuseppe

From: Sandra Potter
Sent: Thursday, March 2, 2023 11:14 AM
To: Anna DiGiuseppe
Subject: FW: Event Quote for Urban Air Lake Grove, NY

From: store-dev@urbanair.com <store-dev@urbanair.com>
Sent: Wednesday, March 1, 2023 3:15 PM
To: Sandra Potter <SPotter@glencoveny.gov>
Subject: Event Quote for Urban Air Lake Grove, NY

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Glen Cove Youth Bureau

Quote expires 05/11/2023

Classic Party

Monday, 10 July 2023
10:30 AM

Platinum Package

\$3598.80

Number of Participants

(120 included):

120

Included

Urban Air Socks

120

Notes

No food. Campers to bring own lunch Socks included Deposit required Waivers to be signed using the link on this invoice. All participants require a signed waiver List of names to be provided Participating counselors to be included in the final count Gratuity not included

Party Booking Fee	\$4.99
Subtotal	\$3603.79
Tax	\$0.00
Total Price	\$3603.79

Deposit Owed \$704.99

A black and white advertisement banner for Amazon. The text "Looking for gift ideas?" is in large, bold, sans-serif font. Below it, "Buy your gift now at Amazon" is in a smaller font. The Amazon logo is in the top right corner. A circular button with the text "Shop now" is in the bottom right corner. The background features diagonal stripes.

Advertisement: Urban Air is a participant in the Amazon affiliate program, where Amazon will pay us a small commission for purchases you make. This will not result in an additional cost to you.

A \$175* non-refundable deposit is required to secure all birthday events. If you cancel the event with less than 72 hours' notice, then, so long as you reschedule the event to occur within 30 days of the originally scheduled event, then we will apply the deposit to the cost of the event. If you no-show the event, then you waive the right to recover the deposit and authorize us to charge your credit card for the full amount of the event. If you walk out on the event prior to payment, then you waive the right to recover the deposit and authorize us to charge your credit card for the full amount of the event. Group Sales and Private Park Rentals: a 50% non-refundable deposit is required to book. If you cancel your event you will forfeit the full deposit. Weather: If an Act of God or weather event causes the Park to close, your party will be rescheduled. No refunds are provided for an Act of God or weather event. *Deposit price may vary by location.

CONNECT WITH US



Urban Air Adventure Park
2350 Airport Freeway, Suite 505 Bedford, Texas 76022

www.urbanair.com

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Anna DiGiuseppe

From: Sandra Potter
Sent: Thursday, March 2, 2023 11:14 AM
To: Anna DiGiuseppe
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Sent: Wednesday, March 1, 2023 3:19 PM
To: Sandra Potter <SPotter@glencoveny.gov>
Subject: Event Quote for Urban Air Lake Grove, NY

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.



Glen Cove Youth Bureau

Quote expires 05/10/2023

Classic Party

Wednesday, 12 July 2023
10:45 AM

Platinum Package

\$2099.30

Number of Participants

(70 included):

70

Included

Urban Air Socks

70

Notes

No food. Campers to bring own lunch Socks included Deposit required Waivers to be signed using the link on this invoice. All participants require a signed waiver List of names to be provided Participating counselors to be included in the final count Gratuity not included

Party Booking Fee	\$4.99
Subtotal	\$2104.29
Tax	\$0.00
Total Price	\$2104.29

Deposit Owed	\$504.99
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Looking for
gift ideas?

amazon

Shop
now

Buy your gift now at Amazon

Advertisement: Urban Air is a participant in the Amazon affiliate program, where Amazon will pay us a small commission for purchases you make. This will not result in an additional cost to you.

A \$175* non-refundable deposit is required to secure all birthday events. If you cancel the event with less than 72 hours' notice, then, so long as you reschedule the event to occur within 30 days of the originally scheduled event, then we will apply the deposit to the cost of the event. If you no-show the event, then you waive the right to recover the deposit and authorize us to charge your credit card for the full amount of the event. If you walk out on the event prior to payment, then you waive the right to recover the deposit and authorize us to charge your credit card for the full amount of the event. Group Sales and Private Park Rentals: a 50% non-refundable deposit is required to book. If you cancel your event you will forfeit the full deposit. Weather: If an Act of God or weather event causes the Park to close, your party will be rescheduled. No refunds are provided for an Act of God or weather event. *Deposit price may vary by location.

CONNECT WITH US



Urban Air Adventure Park

2350 Airport Freeway, Suite 505 Bedford, Texas 76022

www.urbanair.com

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Glen Cove after 3 -Cradle of Aviation
Partnership 2023

Number of students: 30 per group

Visits: 4 visits per school

Dates: through June 2023

BREAKDOWN OF COSTS

		Total
Landing Elementary	\$350 x 4 days =	\$1,400.00
Connolly	\$350 x 5 days =	\$1,750.00
Finley (6 th -8th)	\$350 x 4 days =	\$1,400.00
Deasy (K-2)	\$450 x 4 = (extra charge, 2 educators)	\$1,800.00
Total		\$6,350.00



THOMSON REUTERS

Order Form

Order ID: Q-05549366

Contact your representative alisha.reeves@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000688396
GLEN COVE CITY ATTORNEY
CITY ATTORNEY
9 GLEN ST
GLEN COVE NY 11542-2798 US

Shipping Address

Account #: 1000688396
GLEN COVE CITY ATTORNEY
CITY ATTORNEY
9 GLEN ST
GLEN COVE NY 11542-2798 US

Billing Address

Account #: 1000688396
GLEN COVE CITY ATTORNEY
CITY ATTORNEY
9 GLEN ST
GLEN COVE, NY 11542-2798
US

"Customer"

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

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West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

Thomson Reuters General Terms and Conditions apply to all products ordered, except print and is located at <http://tr.com/TermsandConditions>. In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Thomson Reuters General Terms and Conditions for Federal Subscribers is located at <https://static.legalsolutions.thomsonreuters.com/static/Federal-ThomsonReuters-General-Terms-Conditions.pdf> In the event that there is a conflict of terms between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$1,002.70	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

At the end of the Minimum Term, we will notify you of any change in Monthly Charges at least 60 days before each 12-month term starts. Either of us may cancel the Post-Minimum Term subscription by sending at least 30 days written notice.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year Minimum Term, those additional months will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges as applicable.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so

by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-05549366

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 4/4/2023.



THOMSON REUTERS

Attachment**Order ID: Q-05549366**

Contact your representative alisha.reeves@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000688396

Order Confirmation Contact (#28)

Contact Name: Tenke, Timothy

Email: ttenke@glencoveny.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name Timothy Tenke

Email ttenke@glencoveny.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000688396	GLEN COVE CITY ATTORNEY	9 GLEN ST GLEN COVE NY 11542-2798 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Attorneys	41933492	Practical Law Premier, Enterprise access, Government
1	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
1	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government
1	Attorneys	41988413	Gvt - West LegalEdcenter For Government (Westlaw PRO&g)
1	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Tip	Henderson	thenderson@glencoveny.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
40757482	West Proflex	\$1,002.70	5.00	\$1052.84	5.00	\$1105.48	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

**REFUND AND RECONCILIATION AGREEMENT BETWEEN THE COUNTY
OF NASSAU AND THE CITY OF GLEN COVE AND
THE GLEN COVE CITY SCHOOL DISTRICT**

This **AGREEMENT**, dated the _____ day of _____, 2023, among Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Comptroller (the "Comptroller") having its principal office at 240 Old Country Road, Mineola, New York 11501, the City of Glen Cove, a municipal corporation having its principal office at 9 Glen Street, Glen Cove, New York 11542 ("Glen Cove"), and the Glen Cove City School District, 154 Dosoris Lane, Glen Cove, New York 11542 (the "GCSD ")

W I T N E S S E T H:

WHEREAS, the Glen Cove Industrial Development Agency (the "IDA") entered into numerous Payment in Lieu of Tax Agreements, known as "PILOT" Agreements, which agreements provided payments to be paid to Glen Cove, the County and the GCSD in lieu of tax payments for miscellaneous properties within Glen Cove prior to and including the year 2021; and

WHEREAS, Glen Cove administered the collection of the PILOT payments and the distribution of same to the County and GCSD; and

WHEREAS, after review by Glen Cove's Office of the Comptroller, it was determined that dating from 2010 to 2012 Glen Cove overpaid the County's share of the PILOT payments, while underpaying Glen Cove's and GCSD's total shares of the PILOT payments in the sum of One Million Six Hundred Nineteen Thousand Six Hundred Seventy Dollars and One Cent (\$1,619,670.01); and

WHEREAS, the County, through its office of Management and Budget ("OMB"), Department of Assessment ("DOA") and the Comptroller's Office reviewed the PILOT Agreements and have concluded that Glen Cove did over-pay the County for a period of twelve years determining that the overpayment amount is One Million Five Hundred Sixty-Two Thousand Two Hundred Fifty Dollars and Ninety-Three Cents (\$1,562,250.93); and

WHEREAS, after discussion and negotiation, the parties to this Agreement have agreed to settle and have agreed to the following payments, as hereinbelow set forth:

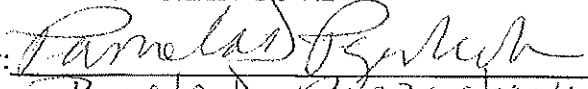
NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. The total payment-refund amount from the County shall be One Million Five Hundred Eighty-Three Thousand Dollars and No Cents (\$1,583,000.00), as divided below.
2. The sum of Seven Hundred Seventy-Eight Thousand Dollars (\$778,000.00) shall be paid to the City of Glen Cove.
3. The sum of Eight Hundred Five Thousand Dollars and No Cents (\$805,000.00) shall be paid to the GCSD.

4. By this Agreement, the parties acknowledge that payments by the County as provided for herein, represent a full and final settlement of any claims by Glen Cove and GCSD against the County for overpaid PILOTS made by Glen Cove to the County prior to and including the year 2021.
5. The parties agree that to avoid future mis-payments they will use their best efforts to ensure that payments made by Glen Cove pursuant to any active and current PILOT agreements, shall be accurate and in conformity with said PILOT agreements and applicable law.
6. By this Agreement, upon payment by the County to Glen Cove and GCSD as provided for herein, Glen Cove and GCSD release and discharge the County from any liability relative to the terms of this Agreement, and GCSD releases and discharges Glen Cove from any liability and/or damages it incurred, or may have incurred, from the overpayment of PILOTS made by Glen Cove to the County, before and including the year 2021, which resulted in GCSD receiving less than its appropriate PILOT payments during those years.
7. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person or Municipal Government or Governmental Entity unless (i) all County approvals, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive or the Chief Deputy County Executive.
8. Glen Cove shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any person or entity until and unless all Glen Cove approvals, GCSD approvals and County approvals have been obtained by the signatories hereto.
9. This Agreement represents the full and entire understanding and agreement among the parties regarding the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE CITY OF GLEN COVE

By: 
Name: Pamela D. Penzenbeck
Title: Mayor
Date: 2/3/2023

THE GLEN COVE CITY SCHOOL DISTRICT

By: _____
Name: _____
Title: _____
Date: _____

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

ACKNOWLEDGMENTS

STATE OF NEW YORK)
COUNTY OF NASSAU)

On the 3rd day of March in the year 2023 before me personally came Pamela Panzenbeck to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Mayor of City of Glen Cove, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2023 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



P.O. Box 303 GLEN HEAD, NY 11545 • P: 516.609.8386 • FAX: 516.609.3339
info@americanpavingcorp.com

Date: 2/28/23

THANK YOU FOR YOUR BUSINESS!

CONTRACT PROPOSAL

This contract is to begin **JANUARY 1, 2023** by and between **NORTH SHORE GOLF CAR SERVICE INC.**, hereinafter referred to as the **CONTRACTOR** and **THE CITY OF GLEN COVE, MUNICIPAL GOLF COURSE** hereinafter referred to as **THE CITY**.

WITNESSETH:

It is understood the no verbal understanding not incorporated in this document is to be conceded as binding upon either but it is agreed that should it be found expedient and proper by both to alter, add, or omit any portion of this contract during its existence, that it may be altered or changed only by mutual written agreement, signed by the proper authorized officer of each respective party and that such changes do not invalidate the balance of the contract.

DURATION OF CONTRACT:

This contract shall be in force for a period of **12 months**, from the beginning date of this contract.

COMMISSION:

The City agrees to pay \$9,900.00 per year in two payments of \$4,950.00 due March 1st 2023, with like amount August 1st 2023

52 - Club Car Precedent Gas Powered	\$190.00 per year
9 - Club Car Precedent Gas Powered (purchased 2023)	(No Charge)

STIPULATIONS OF CONTRACT

1. The contractor agrees to perform annual service, which includes the replacement of all oils, filters, plugs and the inspection of all batteries, cables, controls, brakes and connections and their replacement, if necessary. Also, all cars will be pressured washed, cleaned and waxed. This service is to be performed during off season in 2023.
2. **The 52- Club Car Precedent**
the City will be charged separately for brakes, batteries, springs, starter/ generators drive or driven clutches, rear differentials, engine overhauls and carburetors at labor rate of \$95.00 per hr. plus parts
3. The contractor agrees to respond with a mechanic within 24 hours to any request for service or maintenance.
4. The contractor agrees to furnish only authorized Club Car parts.
5. The contractor agrees to provide service and maintenance for 61 Club Car Gas Powered golf cars which are solely used for Golf
6. The contractor agrees to keep in full force for the term of this contract:
 - A. Workmen's Compensation and Employee's Liability
 - B. Comprehensive General Liability
 - C. Comprehensive Automobile Liability
(with amounts no less than \$1000.000).
7. The City agrees to supply and install all fuel that is needed for Club Cars.
8. The City agrees to repair or replace any tire or wheel assemblies that are needed.
9. The City agrees to purchase any additional parts or accessories that are not covered under this service agreement from the contractor.
10. The City agrees that any mechanical or cosmetic repairs due to fire, theft, acts of vandalism, accidents or acts of God will be performed by the contractor at the rate of \$95.00 per hour, plus parts.
11. The City agrees that any cosmetic repairs i.e. body panel dents, broken canopies and torn seats, during the term of this contract are not the responsibility of the contractor. If the City feels these repairs are necessary, a separate agreement will be made.

IN WITNESS WHEREOF, the parties hereto, authorize their proper officers to execute this agreement, on the day and year first above written.

NORTH SHORE GOLF CAR SERVICE, INC. CONTRACTOR

By: _____ President

Address:

220 Glen Cove Avenue
Glen Cove, New York 11542

THE CITY OF GLEN COVE
MUNICIPAL GOLF COURSE

THE CITY

By: _____

Title: _____

Address:

The City of Glen Cove
Municipal Golf Course
Lattingtown Road
Glen Cove, New York 11542