

Exhibit D: License Template

BROOKLYN BRIDGE PARK CONCESSION LICENSE COVER SHEET

<u>LICENSEE NAME & ADDRESS:</u>	<u>CONTACT INFORMATION:</u>																								
<u>DESCRIPTION OF CONCESSION:</u> Ice-Skating Rink concession. See <u>Exhibit A.</u>	<u>BBP CONCESSION MANAGER:</u>																								
<u>DESCRIPTION OF (“PREMISES”):</u> The Ice-Skating Rink Concession at Emily Warren Roebling Plaza. See <u>Exhibit B.</u>	<u>APPROVED HOURS OF OPERATION:</u>																								
<u>COMMENCEMENT DATE:</u>	<u>EXPIRATION DATE:</u> [X date], unless renewed in accordance with the terms of this License.																								
<u>FEE AND PAYMENT TERMS:</u> <table style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;"><u>Year</u></th> <th style="text-align: center;"><u>Minimum Annual Fee</u></th> <th style="text-align: center;"><u>vs.</u></th> <th style="text-align: center;"><u>Percentage of Gross Receipts</u></th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td style="text-align: center;">\$</td> <td style="text-align: center;">The greater of</td> <td style="text-align: center;">%</td> </tr> <tr> <td>Year 2</td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">%</td> </tr> <tr> <td>Year 3</td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">%</td> </tr> <tr> <td>Year 4*</td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">%</td> </tr> <tr> <td>Year 5*</td> <td style="text-align: center;">\$</td> <td></td> <td style="text-align: center;">%</td> </tr> </tbody> </table> <p style="margin-top: 10px;">* applicable only if the Term is renewed in accordance with the terms of this License</p>		<u>Year</u>	<u>Minimum Annual Fee</u>	<u>vs.</u>	<u>Percentage of Gross Receipts</u>	Year 1	\$	The greater of	%	Year 2	\$		%	Year 3	\$		%	Year 4*	\$		%	Year 5*	\$		%
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<u>INSURANCE REQUIREMENTS:</u> At all times during the Term, Licensee shall maintain the following types and limits of insurance, in accordance with <u>Exhibit D</u> of the General Provisions, attached to and made part of this License): <table style="width: 100%; margin-top: 10px;"> <tr> <td style="width: 50%;">Workers Compensation, Disability, and Employers Liability:</td> <td>Per Statute</td> </tr> <tr> <td>Commercial General Liability:</td> <td>\$1 million per occurrence/\$3 million aggregate</td> </tr> <tr> <td>Commercial General Liability:</td> <td>[\$as applicable]</td> </tr> <tr> <td>Commercial Automobile Liability:</td> <td>Per Statute</td> </tr> <tr> <td>Property Insurance:</td> <td>All-Risk, Replacement Cost Value of the Premises</td> </tr> <tr> <td>Flood Insurance:</td> <td>[\$as applicable]</td> </tr> </table>		Workers Compensation, Disability, and Employers Liability:	Per Statute	Commercial General Liability:	\$1 million per occurrence/\$3 million aggregate	Commercial General Liability:	[\$as applicable]	Commercial Automobile Liability:	Per Statute	Property Insurance:	All-Risk, Replacement Cost Value of the Premises	Flood Insurance:	[\$as applicable]												
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<u>SECURITY DEPOSIT:</u> \$[25% of the highest guaranteed minimum annual fee]																									
<u>OTHER TERMS & CONDITIONS:</u> Please see the Additional Terms and Conditions in <u>Exhibit A</u> , the Premises map in <u>Exhibit B</u> , the General Provisions in <u>Exhibit C</u> , the Insurance Schedule in <u>Exhibit D</u> , and the Statement of Monthly Gross Receipts in <u>Exhibit E</u> , each attached to and made part of this License.																									
<u>ISSUED BY:</u> <u>BROOKLYN BRIDGE PARK CORPORATION</u> <u>By:</u> <u>Name:</u> <u>Title:</u> <u>Date:</u>	<u>TERMS ACCEPTED BY:</u> <u>By:</u> <u>Name:</u> <u>Title:</u> <u>Date:</u>																								

Exhibit A: Additional Terms and Conditions

Exhibit B: Premises

Exhibit C: General Provisions

1. **DEFINITIONS:** This document shall be referred to as the “License”. The cover page attached to and made a part of this License, shall be the “Cover Page”. The person or entity named on the Cover Page, to whom this License is issued, and who signs or whose representative signs this License, shall be “Licensee” or “Concessionaire”. The Brooklyn Bridge Park Corporation and its successors and assigns shall be “Licensor”. The area to which Licensee is assigned under this License, and which is more fully described on the Cover Sheet shall be the “Premises”. Brooklyn Bridge Park shall be “the Park”. The operations described in the “Description of Concession” section of the Cover Page shall be the “Concession”. The period between the “Commencement Date” and the “Expiration Date” set forth on the Cover Page shall be the “Term”. The period between the Commencement Date, or its anniversary in any calendar year, and the day before the anniversary of the Commencement Date in the following calendar year shall be a “Year”. All buildings and structures on the Premises, whether existing at the Commencement Date or built at any time before the Termination Date, shall be “Concession Structures”. Any private function (including but not limited to reservation of the Premises through Licensee by third parties) at the Premises in accordance with a prior written approval from Licensor shall be a “Special Event”.

2. **TRANSFERS:** Licensee shall not sell, assign, transfer, or sublicense this License or allow anyone else or any other entity to operate the concession under this License without Licensor’s prior written consent. Licensee should be aware that Licensor may transfer the License to an entity controlled by the City of New York and upon such transfer, such entity or the City shall become the Licensor pursuant to this License and Brooklyn Bridge Park Corporation shall have no further obligations pursuant to this License.

3. **IDENTIFICATION AND ADDRESS:** Licensee shall provide to Licensor proof of its identification and address by submitting acceptable documentation such as a government issued photo ID, current utility bills, bank statements, rental/lease agreements, or a certificate of incorporation or articles of organization. Documents listing a post office box or commercial receiving agency as the mailing address shall not meet the requirements of this Section 3. Licensee shall notify Licensor within three (3) business days of any change in either Licensee’s mailing address or phone number as set forth on the Cover Page.

4. **ASSUMPTION OF RISK:** Licensee acknowledges that it is taking this License to operate the Premises “as-is”, and that Licensor makes no representations as to the suitability of the Premises for Licensee’s intended purposes. In accepting this License, Licensee assumes all the risks involved in operating the Concession.

5. **SCOPE OF LICENSE:** No land, building, space, improvement, or equipment is leased to Licensee, but during the Term, Licensee has the non-exclusive use of the Premises in accordance with the terms and conditions of this License. Licensor authorizes Licensee to operate the Concession under this License only so long as Licensee complies with each and every term and condition set forth in this License.

6. OPERATIONS:

(a) Licensee is required to operate and maintain the Concession for the use and enjoyment of the general public, and in accordance with industry standards.

(b) Licensee shall obtain any and all necessary approvals, permits, and licenses for the construction and lawful operation of the Concession.

(c) Licensee will be prohibited from placing or permitting the placement of advertisements in or on the exterior of the Premises without the prior written approval of Licensor. The display or placement of tobacco product, non-tobacco smoking product, or electronic cigarette advertising shall not be permitted. The advertising of alcoholic beverages shall not be permitted without the prior written approval of Licensor. In the event advertising is allowed, the following standards will apply: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services or activities, or which is otherwise unlawful or obscene as determined by Licensor, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall also be prohibited. Any such prohibited material displayed or placed shall be immediately removed by Licensee upon notice from Licensor. Advertising of product brands is prohibited without Licensor’s prior written approval. Any and all signage is subject to Licensor’s prior written approval.

(d) Licensor intends the Premises to be operated in a manner that does not offend the community that it serves. Accordingly, Licensee shall not use the Premises for any immoral or disreputable use or activity or for any use that is objectionable to the community in which the Premises are located; and Licensee shall not sell, distribute, display, advertise, or offer for sale at the Premises any item or service which, in Licensor’s good faith judgment, may injure or detract from the image of the Premises or the Park within such community or that results in any picketing or protests.

(e) If Licensee operates at any time during the Term without all necessary licenses, permits, or approvals, Licensee may be subject to fines. All food and beverages sold pursuant to this License, if any, must comply with all New York City Department of Health & Mental Hygiene (“DOHMH”) requirements.

(f) The Concession may only be opened, operated, staffed, and maintained during the operating hours of the Park at times approved by Licensor in writing. Licensee shall operate the Concession for the hours set forth in the schedule of Approved Hours of Operation listed on the Cover Page, unless such schedule is changed in accordance with the terms of this License. Changes to the schedule of Approved Hours of Operation may be made only upon written request of Licensee to Licensor, and Licensor reserves the right to approve or disapprove, in whole or in part, such requested change(s), but in no event shall the Concession be operated after 11:00 p.m. on any day during the Term. Notwithstanding the foregoing, in the event of inclement weather, Licensee may request from Licensor authorization to deviate from the Approved Hours of Operation; upon receipt of such authorization in writing from Licensor, Licensee may deviate from the Approved Hours of Operation in accordance with such written authorization.

(g) Licensee shall have a sufficient number of staff during regular operating hours to ensure proper operation of the Concession. Licensor reserves the right to require Licensee's staff to wear uniforms subject to the prior written approval of Licensor.

(h) Licensee shall adhere to all applicable New York City Department of Environmental Protection directives and restrictions.

(i) Licensee shall permit Licensor, the New York City Police Department, the New York City Fire Department, and any other government agency having jurisdiction to inspect the Premises at any time. Licensor's inspectors may visit the Premises unannounced to inspect operations, ensure proper maintenance of the Premises, validate Licensee's credentials, and determine whether Licensee is in compliance with the terms and conditions of this License. Licensor may issue directives to Licensee regarding any violations found at the Premises. Licensee shall comply with all Licensor directives within the time period specified therein. In addition, any violations of the terms and conditions of this License may result in the assessment of liquidated damages for each violation pursuant to Section 40 of this License. If liquidated damages are not paid promptly, they may be deducted from Licensee's security deposit.

(j) Licensee shall promptly notify the BBP Concession Manager listed on the Cover Sheet (by calling the cellular telephone number, followed by an e-mail) of any unusual conditions that may develop in the course of operations of the Concession, such as, but not limited to, fire, flood, casualty and substantial damage of any character.

(k) Licensee shall comply with all laws, rules, and regulations of appropriate agencies regarding noise levels, or such lower levels as required by Licensor in its sole discretion, to prevent interference with the use and enjoyment of the Park by persons in the Park or to prevent disturbance of persons residing in the surrounding neighborhood. A cabaret license, concerts or other types of music, musical programming, entertainment, or any amplified sound will not be allowed on the Premises, except with prior written consent from Licensor.

7. **PRICE LIST:** Licensee shall sell only the services and items of food and beverage that have been approved in writing by Licensor. A copy of the approved menu of services, food, and beverages, and price list, is attached to this License in **Exhibit A**. Changes to the approved menu of services, food, and beverages, and price list, may be made only upon with the written approval of Licensor after a written request by Licensee. Licensor reserves the right to approve or disapprove, in whole or in part, such requested change(s). Licensee shall conspicuously display a menu and price list identical to the one which has been reviewed and approved in writing by Licensor. Licensee shall not charge more for the services and items than the posted and approved amounts set forth on the menu and price list (plus appropriate sales tax).

8. **EMPLOYEE DISCOUNT:** Licensee agrees to provide a 10% discount on goods and services provided to up to 30 of Licensor's employees and maintenance and security staff identified on a list provided to Licensee by Licensor, as the same may be amended by Licensor from time to time.

9. **EXPANDING VENDING SPACE; NO EXCLUSIVE RIGHTS:** Licensee is authorized to operate only at the Premises. Licensee shall not keep additional boxes, stacked merchandise, racks, stands, carts, or displays adjacent to the Premises. Licensee may only vend at the Premises. Licensee may enter and leave the Park to get to and from the Premises, but Licensee shall not rove within the Park vending. Licensor reserves the right to relocate the Concession temporarily or to suspend Licensee's operations for construction, special, or unforeseen events. In the event of Licensee's relocation, Licensor will in good faith seek to identify a suitable site in the Park for the relocation of the Concession, but Licensor shall not be obligated to relocate Licensee or provide a relocation site that is within a structure This License does not grant Licensee exclusive rights to sell in the Park. Moreover, Licensor may grant other licenses or permits to vendors to sell the same or similar items authorized under this License within the Park. Licensee acknowledges and understands that Licensor does not guarantee that illegal vendors, persons unauthorized by Licensor, or disabled veteran vendors will not compete with Licensee or operate near the Premises.

10. **FREE ACCESS:** Licensee shall not block any sidewalk, pathway, park entrance, or other pedestrian walkway with Licensee's equipment or supplies, and shall place its equipment and supplies so that walkways are always accessible.

11. **ADA ACCESS:** Licensee shall comply with all City, State, and Federal laws, rules, and regulations relating to access for persons with disabilities. Licensee shall exceed the minimum accessibility requirements whenever possible. If this License permits the use of an existing structure provided by the Licensor, compliance of the structure (exclusive of compliance related to Licensee's actions, including,

without limitation, Licensee's improvements, modifications, operations, and equipment, fixture and furniture placements and configurations) with such laws and requirements is the responsibility of the Licensor.

12. TERMINATION: Licensor, in its sole discretion, may terminate this License at any time for any reason on 20 days' written notice. Licensee expressly waives any and all claims against Licensor, Brooklyn Bridge Park Development Corporation, New York State Urban Development Corporation d/b/a Empire State Development Corporation, the State of New York, and the City of New York for losses and/or damages Licensee may suffer if this License is terminated provided in this Section 12.

13. TERMINATION AND REMOVAL: Upon the expiration or sooner termination of this License, Licensee shall immediately cease all operations under this License and vacate the Premises without any further notice by Licensor, and without resort to any judicial proceedings by Licensor. Licensor reserves the right to take immediate possession of the Premises.

Licensee shall, on or prior to the Expiration Date, remove all of Licensee's personal property from the Premises. Any personal property remaining on the Premises after the expiration, or sooner termination, of this License, shall be deemed abandoned by Licensee. Licensee shall thoroughly clean the Premises and leave the Premises in broom clean condition. Licensee shall remain liable to Licensor for any costs, expenses, or damages, including lost revenue to Licensor and the cost of cleaning or removal or disposal of abandoned personal property at the Premises by Licensee should Licensee fail to cease operations, clean, vacate, or remove all possessions from the Premises on or before the Expiration Date.

Licensee shall, on or prior to the Expiration Date, return to Licensor any License keys issued to Licensee by Licensor.

14. SANITATION: Licensee, at its sole cost and expense, shall keep the Premises and the immediately surrounding area clean and neat and free of all waste, garbage, refuse, snow, rubbish, and litter at all times, except to the extent caused by Licensor. Licensee, at its sole cost and expense, shall provide at the Premises adequate and easily accessible waste and recycling receptacles. The design, location, and placement of all waste and recycling receptacles is subject to Licensor's prior written approval. Licensee shall comply with all City, State, and Federal regulations regarding recycling. Licensor will provide Licensee with carting services for the removal of Licensee's garbage, refuse, rubbish or recycling from the Premises, for a monthly fee equal to Licensor's cost for the service. Licensee shall be responsible for regular pest control inspections and extermination, as needed. To the extent that Licensee applies pesticides to the Premises, Licensee shall notify Licensor, and any of its contractors must comply with Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.

15. MAINTENANCE: Licensee shall, at its sole cost and expense, maintain and operate the Premises in good and safe condition and in accordance with industry standards. Prior to commencement of Concession operations, Licensee shall provide to Licensor, for Licensor's approval, a detailed, written maintenance plan demonstrating how Licensee will keep and maintain the Premises in excellent condition throughout the Term. This involves ensuring that any Concession Structures do not leak any type of fluid, including water, onto the ground. It is also necessary to keep the Concession Structures clean and free of graffiti. Any Concession Structures must not be damaged, dented, defaced, or in disrepair. Licensor reserves the right to require replacement of any Concession Structures, or portions thereof, that are in poor condition. To ensure Licensor's satisfaction with said compliance, Licensee shall provide Licensor with full and free access to the Premises at all times during the Term of this License.

16. EQUIPMENT: Licensee shall purchase, supply, or otherwise obtain use of all equipment necessary for the operation of the Concession granted by this License. Licensor reserves the right to require the replacement of equipment that is in poor condition or that does not meet DOHMH or other applicable legal standards.

17. NO TOBACCO/ALCOHOL: The sale and/or advertisement of cigarettes, cigars, or any other tobacco products; non-tobacco smoking products; electronic cigarettes; or alcohol is strictly prohibited, provided however that Licensor may in its sole discretion authorize, pursuant to a written authorization, the selling and/or advertising of alcohol. In addition, smoking in the Park or the Premises is strictly prohibited. It is Licensee's responsibility to adhere to and enforce the prohibitions of this Section 17.

18. NO GLASS BOTTLES/POLYSTYRENE: Licensee shall not sell any beverages in glass bottles. All beverages must be in non-glass, shatter-proof containers. Also, the use of polystyrene packaging for food containers is prohibited in the operation of the Concession under this License. It is Licensee's responsibility to adhere to and enforce the prohibitions of this Section 18.

19. TREES: The cutting down, pruning, or removing of any trees at the Premises without Licensor's prior written approval is strictly prohibited. Attachments to trees at the Premises, such as lights, are not permitted.

20. SECURITY: Licensee, at its sole cost and expense, shall keep the Premises secure and shall cooperate with Licensor to ensure security of the surrounding Park. Licensee shall secure the Premises and any equipment every evening.

21. ENVIRONMENTAL CONSIDERATIONS: Licensee shall employ environmentally-friendly practices and use environmentally-friendly products in its design and daily operation of the Concession, including, but not limited to, recycling, use of recycled disposable

products and paper items, use of water-efficient appliances wherever feasible, furnishings, building materials, the installation of Energy Star appliances, the employment of energy efficient and water conservation measures, the use of eco-friendly cleaning and pest control products, and the training of staff members about the importance of incorporating environmentally-friendly measures into daily operations.

22. SECURITY DEPOSIT: Licensee's security deposit in the dollar amount as set forth on the Cover Page of this License will be held without liability for Licensor to pay interest thereon to ensure that Licensee fulfills all the terms and conditions of this License. If Licensee fails to perform any of the terms of this License within any applicable notice, grace or cure period, Licensor may, at its option, and without prejudice to any other remedy which Licensor may have on account thereof, appropriate and apply the security deposit or as much required to compensate Licensor (a) toward the payment of sums due from Licensee and/or (b) towards any loss, damage or expense sustained by Licensor resulting from such default on the part of Licensee. If Licensee fails to comply with Sections 14 or 15 herein, the costs of clean up and repairs may be deducted from the security deposit. If Licensee fails to make timely fee payments, the security deposit may be applied for that purpose. If Licensee operates without insurance or in a location other than the Premises or at times not allowed by this License, Licensor may also apply the security deposit to compensate Licensor for any loss, cost, damage, or expense. If Licensee causes any damage to Licensor's property, the security deposit may also be used to pay for the repairs. If all or part of Licensee's security deposit is used for any purpose, Licensee shall replace that sum within fifteen (15) days of Licensor's appropriation of such sum. Failure to replace such sum as required herein may result in the termination of this License. Licensee is responsible for any costs beyond those covered by the security deposit. If Licensee ceases operations at the Premises prior to termination of this License, Licensor may seize all of Licensee's security deposit.

23. LATE PAYMENTS: A late charge of five percent (5%) may be assessed for any fee payment not received by Licensor on or prior to the payment dates specified on the Cover Page. A late charge of five percent (5%) per month may be applied to any unpaid balance that is overdue for ten (10) days following the date for which such fees are due.

24. INSURANCE: At all times during the Term, Licensee, at its sole cost and expense, shall maintain the types and limits of insurance described on **Exhibit D**, and any other insurance that Licensor deems necessary or appropriate. Prior to commencing operations of the Concession, Licensee shall provide Licensor with copies of certificates of insurance for the types and coverages required, accompanied by a notarized certification by broker in the form set forth in **Exhibit D**. Licensor may require higher liability limits if, in the reasonable opinion of Licensor, Licensee's operation warrants it. Failure to abide by the insurance requirements herein may result in termination of this License or forfeiture of Licensee's security deposit.

25. INDEMNIFICATION AND HOLD HARMLESS: To the fullest extent permitted by law, Licensee will indemnify, defend and hold harmless BBP, Brooklyn Bridge Park Development Corporation, New York State Urban Development Corporation d/b/a Empire State Development, the State of New York, and the City, and their respective officers, officials, agents, members, directors, and employees, from any and all claims, judgments, or liabilities arising out of Licensee's operations under this License or any negligence or any fault or default of Licensee, its agents, employees, or subcontractors

26. STORAGE: Licensee shall not store any equipment, food products, or beverages on the ground or on any surface in the Park unless approved in writing by Licensor. Licensor makes no representations that there is adequate storage space at the Premises. Licensee shall be responsible for, at its sole cost and expense, obtaining any additional storage space required for the operation of the Concession. Licensee agrees that Licensor and/or Parks Enforcement Officers may confiscate any and all material found outside the Premises. If material is stored or displayed outside the Premises, all of Licensor's expenses associated with enforcement of this provision shall be reimbursed by Licensee to Licensor within thirty (30) days of receipt of a written request therefor, and Licensor may appropriate and apply all or a portion of the security deposit as is necessary to reimburse Licensor for its costs and expenses.

27. CONSENTS; NO WAIVER: All consents and approvals which may be given by Licensor under this License shall be effective only if in writing. The granting of any consent or approval by Licensor to perform any act requiring consent or approval under the terms of this License, or the failure on the part of Licensor to object to any such action taken without the required consent or approval, shall not be deemed a waiver by Licensor of its right to require such consent or approval for any further similar act. Whenever under this License any matter is required to be satisfactory to Licensor, Licensor has the right to determine any matter, or Licensor has an election, Licensor's approval, determination or election will be made in Licensor's sole discretion unless specifically provided herein to the contrary.

28. FIXED EQUIPMENT: Title to any fixed construction, renovation, or improvements made to the Premises shall vest in and belong to Licensor at Licensor's option, which option may be exercised at any time after the substantial completion of such construction, renovation, or improvement. To the extent Licensor chooses not to exercise such option, Licensee shall remove such items at its sole cost and expense and restore the Premises to its original condition and to the satisfaction of Licensor.

29. DESIGN APPROVAL: The design and colors of all aspects of the Concession, including but not limited to all Concession Structures, signs, menu boards and equipment, shall meet the specifications and designs set forth in this Section 29. The extension of Concession Structures beyond the specifications set forth herein is strictly prohibited. Concession Structures, including kiosks,

umbrellas, canopies, awnings, furniture, and other equipment attached to or used in the operation of the Concession Structures, shall be of a design and color approved by Licensor.

30. RECORDS OF SALES: Licensee shall maintain records of the following information in a form suitable for audit:

(a) A record of the physical inventory of products for sale maintained, with the beginning and ending inventory of every item sold at the Premises properly recorded on a regular basis;

(b) Sales information must be recorded electronically and posted daily in a formal set of books or records of account. Sales information must include details on each transaction, including the item(s) sold, time and date of sale, and the price of each item;

(c) The daily cash collections must be reconciled with the amounts shown in the record of the physical inventory;

(d) Licensee must establish a separate dedicated bank account located in New York City for revenue from the operation under this License. Cash receipts from operation under this License must be deposited regularly in the aforementioned account and reconciled with the sales reports;

(e) Copies of paid invoices for items purchased for resale shall be retained; **and**

(f) Related records of the operation authorized hereunder shall be retained for a period of at least six (6) years from the expiration or sooner termination of this License.

31. STATEMENT OF GROSS RECEIPTS/INCOME: On or before the tenth (10th) day of each calendar month during the Term, Licensee shall submit to the BBP Concession Manager identified on the Cover Sheet a certified statement of Gross Receipts generated from all operations under this License for the previous calendar month, properly segregated so as to permit audit by Licensor, in the form provided in **Exhibit E**. Each statement must indicate whether the receipts being reported are inclusive of sales taxes collected or net of taxes; the location and period of time covered. This statement shall be submitted on a form provided or approved by Licensor. "Gross Receipts" shall include, without limitation, all funds or receipts of any kind received by Licensee from or in connection with its operations at the Premises, without deduction or set-off of any kind, from the sale or provision of merchandise, food and beverages, or services of any kind, provided that Gross Receipts shall exclude the amount of any Federal, State or City sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by Licensee as against its sales. Gross Receipts shall include any funds received for orders placed or made at the Premises, although delivery of merchandise or services may be made outside or away from the Premises, and shall include all receipts of Licensee or orders taken at the Premises by Licensee for services to be rendered by Licensee in the future either at or outside of the Premises. For example, if Licensee receives a \$1,000 deposit for services to be provided at a later date, the deposit must be reported at the time of payment, regardless of when the service is provided. All sales made or services rendered from the Premises shall be construed as made and completed therein even though payment therefore may be made at some other place, and although delivery of merchandise sold, or services rendered upon the Premises may be made other than at the Premises. Gross Receipts shall include receipts from all sponsorships, whether in cash or as discounts against purchase price of materials, equipment, or commodities. Gross Receipts shall also include all sales made by any other operator or operators using the Premises under a properly authorized sublicense or subcontract agreement. Further, Gross Receipts shall include Licensee's income from rental and sublicense or subcontracting fees and commissions Licensee receives in connection with all services provided by any properly authorized subcontractors or sublicensees.

Licensee shall maintain a revenue control system to ensure the accurate and complete recording of all revenues in a form and manner reasonably acceptable to Licensor. This revenue control system must include maintaining detailed sales information from each sales transaction and establishing a dedicated bank account for deposits of the revenue generated by the Concession.

32. AUDIT: Licensee shall make available to Licensor's auditor, to representatives of the Comptroller of the City of New York, or representatives of any other City, State, or Federal agency having jurisdiction, within thirty (30) days of demand, at Licensee's principal office, all books, records, documents, and correspondence pertaining to this License, for the purpose of examination, audit, review or any purpose deemed necessary by Licensor. If Licensee's books and records, including supporting documentation, are situated at a location fifty (50) miles or more from New York City, the records must be brought to New York City for examination or Licensee must pay the food, board, and travel costs incidental to two auditors conducting such examination or audit at said location. The failure or refusal of Licensee to permit Parks, the Comptroller, or any other duly authorized representative of an agency having jurisdiction to audit and examine Licensee's records, books, and data or the interference in any way by Licensee in such an audit or examination is presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder which shall entitle BBP to terminate this License. The parties hereto acknowledge and agree that the powers, duties, and obligations of the Comptroller pursuant to the provisions of the New York City Charter shall not be diminished, compromised or abridged in any way.

33. TAXES: Licensee is responsible for obeying all relevant laws, rules and regulations and obtaining all necessary licenses, permits, or authorizations in relation to this License. Licensee shall obtain and provide to Licensor a New York State Sales Tax Number from

the New York City Department of Finance. Licensee shall collect and pay New York State and New York City Sales Tax as well as all other applicable taxes.

34. NOTICE TO CURE: Licensee shall comply with all directions and instructions of Licensor issued to Licensee. Failure to comply with any such directive or with any of the provisions of this License within ten (10) days after notice of such failure may result in the suspension and/or termination of this License or the imposition of fines as hereinafter provided. Licensor may impose a \$250.00 administrative fee for reinstatement of a suspended License.

35. SUSPENSION: This License may be suspended for any reason with written notice from Licensor. Such suspension shall be immediately effective upon receipt of notice thereof. In the event of such notice of suspension, Licensee shall not operate the Concession. In the event that Licensee's business is disrupted due to construction in the Park, this License may be suspended, at Licensor's option. If the suspension is related to Licensor's construction, Licensor in its sole discretion may extend the Term of this License by the amount of time Licensee was prevented from operating. Any such suspension shall result in a pro rata by day reduction of the minimum fee for the period of such suspension, but in no event shall such suspension reduce or otherwise affect the amount of any applicable percentage fees to be paid by Licensor.

36. LICENSE FEE: On or before the tenth (10th) day of each calendar month during the Term, or in accordance with a fee schedule agreed upon in writing by Licensee and Licensor prior to the start of each Year during the Term, Licensee shall pay to Licensor a license fee in accordance the Cover Page. Within thirty (30) days of the end of each Year, percentage fees will be calculated as shown on the Cover Page and an invoice will be submitted by Licensor to Licensee. If the annual percentage fees exceed the total annual amount paid for that year, Licensee shall pay the difference in one lump sum payment within thirty (30) days of receipt of the invoice.

37. OTHER PERMITS AND LICENSES: This License or a New York City Department of Parks & Recreation Vendor's Permit is not a substitute for a New York City Department of Consumer Affairs or DOHMH permit or license. For many locations, and for many types of concessions, more than one license or permit may be required. Without ALL necessary licenses and/or permits, Licensee may be fined, and Licensee may be prevented from operating the Concession.

38. SPECIAL EVENTS: It is expressly understood that this License shall in no way limit Licensor's right to sponsor or promote special events or to enter into agreements with third parties to sponsor or promote such special events. Licensor reserves the right to relocate Licensee from the Premises or to suspend operations under this License in the event that such special event occurs immediately adjacent to the Premises, but in no event shall Licensor be entitled to use the Premises or the machinery or equipment therein in connection with such event without Licensee's permission. Licensor will use its reasonable efforts to ensure that such third parties will be responsible for maintenance and clean up associated with any such special event. Licensee shall cooperate with Licensor during special and other unanticipated events. In no event shall Licensee's equipment or other property be used for such special event without Licensee's permission, such consent not to be unreasonably withheld.

Any Special Event proposed to be hosted by Licensee at the Premises shall be subject to the prior, written approval of Licensor, which approval may be granted or denied in Licensor's sole discretion. All Special Events must be primarily related to roller skating, and all revenue generated through Special Events must be reported to Licensor as Gross Receipts.

39. LICENSE/SIGNAGE DISPLAY: Licensee shall conspicuously display at all times the 311 sign and any other license, sticker, or Concession identification issued to Licensee by Licensor, the City of New York, or other governmental agency and required by such issuing entity to be displayed at the Premises. Licensor will issue Licensee a new sticker for each Year, provided that Licensee is in compliance with the terms and conditions of this License. Licensee shall be subject to a \$50 fee to replace lost stickers.

40. VEHICLES: Licensee shall comply with the Brooklyn Bridge Park Rules and Regulations, including but not limited to restrictions on motor vehicles, it being understood that the reputation of the Park and the peace, comfort, and safety of its visitors are of paramount importance to Licensor.

41. NO DISCRIMINATION: Licensee shall comply with all applicable laws, rules, and regulations relating to non-discrimination, and shall not unlawfully discriminate against any customer, employee, or applicant for employment because of race, creed, sex, color, sexual preference or orientation, national origin, or any other protected class of individuals as defined by City, State or Federal laws, rules, or regulations. As used in this Section 41, the term "employment" shall mean and include, without limitation, the following: recruited, whether by advertising or other means, compensation, selected for training, including apprenticeship, promoted, upgraded, downgraded, transferred, laid off, and terminated. Any violation of this paragraph shall be deemed a material breach of this License for which it may be terminated or suspended by Licensor.

Pursuant to Local Law 96 of 2018, BBP must ensure that all of its independent contractors receive annual sexual harassment prevention training in accordance with the requirements set forth in Local Law 96. If applicable, the Licensee, including any and all of its employees who are performing Services set forth in the Agreement, shall either take the online training at <https://www1.nyc.gov/site/cchr/law/sexual-harassment-training.page> and submit a certificate of completion to BBP prior to the Commencement Date or provide adequate proof of a prior completion of sexual harassment prevention training that meets the

requirements of Local Law 96

42. LIQUIDATED DAMAGES:

(a) Licensee agrees that any failure to perform requirements to such standard as set forth in Sections 5, 6, 7, 9, 10, 14, 15, 16, 17, 18, 26, 38 and 40 of the General Provisions of this License shall result in injuries to Licensor the compensation for which will be difficult to ascertain. Accordingly, Licensee agrees that notwithstanding any other remedy at law to ensure Licensee's compliance with the provisions of this License, the liquidated damages in the amounts set forth herein below are fair and reasonable compensation for such injuries and do not constitute a penalty or forfeiture. Liquidated damages may be assessed in accordance with the following schedule only as set forth in this Section 43:

<u>Provision</u>	<u>Liquidated Damage Per Occurrence</u>
<u>Unauthorized menu items or services</u>	<u>\$150</u>
<u>Missing or unauthorized price list</u>	<u>\$250</u>
<u>Overcharging</u>	<u>\$350</u>
<u>Expanding</u>	<u>\$350</u>
<u>Blocked exits</u>	<u>\$350</u>
<u>Improper disposal (Noxious liquids, debris, etc.)</u>	<u>\$350</u>
<u>Concession Structures leaking fluids</u>	<u>\$350</u>
<u>Concession Structures obviously damaged or in poor repair</u>	<u>\$250</u>
<u>Graffiti, Dirty Concession Structures or Umbrella</u>	<u>\$350</u>
<u>Unauthorized Advertising</u>	<u>\$100</u>
<u>Roving or Vending at Unauthorized Location</u>	<u>\$250</u>
<u>Improper storage</u>	<u>\$350</u>
<u>Vending without valid DOHMH Mobile Food Vendor's License</u>	<u>\$350</u>
<u>Vending without valid DOHMH Mobile Food Unit License</u>	<u>\$350</u>
<u>311 sign not displayed</u>	<u>\$250</u>
<u>Operating during unauthorized hours</u>	<u>\$350</u>
<u>Unauthorized parking or operation of vehicles</u>	<u>\$10,000</u>

Licensee will receive written notice each time that Licensor determines Licensee has violated or failed to comply with the requirements set forth herein after written notice and the expiration of a five-business-day cure period. If Licensee fails to pay liquidated damages to Licensor within ten (10) days of receipt of the second notice, this License may be suspended or terminated. In addition, Licensor may apply the security deposit to any outstanding liquidated damages, in accordance with Section 22 of this License.

(b) If Licensee receives an assessment for one of the above violations, there is a process by which Licensee may appeal such assessment to Licensor if Licensee believes that the assessment has been assessed in error. Licensee may file an appeal as follows:

(i) If Licensee wishes to appeal the assessment, a notice of appeal must be delivered to Licensor within ten (10) days of receipt of the written notice of violation, along with a statement of reasons why Licensee believes the assessment was erroneous. The statement of reasons must be notarized. Any evidence supporting Licensee's appeal (such as photographs, documents, and witness statements) should also be included.

(ii) If no appeal is received within ten (10) days of the date the assessment is mailed, the assessment shall be considered final and charged to Licensee's account.

43. INSPECTIONS AND INVESTIGATIONS:

(a) Licensee shall allow Licensor, its representatives and any City of New York, State of New York, or Federal official having jurisdiction and photo identification to inspect the Premises and the Concession at any time.

(b) The parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York or City of New York governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, License, or license that is the subject of the investigation, audit or inquiry.

44. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE: This License shall be deemed to be a contract executed in the City of New York, State of New York, regardless of Licensee's domicile, and shall be governed by and construed in accordance with the laws of the State of New York. Licensee agrees that any and all claims asserted by or against Licensor arising under this License or related thereto shall be heard and determined either in the courts of the United States located in New York in the City and County of New York ("Federal Courts") or in the courts of the State of New York ("New York State Courts") located in the City and County of New York. To effect this agreement and intent, Licensee agrees to the following:

(a) If Licensor initiates any action against Licensee in Federal Court or in New York State Court, service of process may be made on Licensee either in person, wherever such Licensee may be found, or by registered mail addressed to Licensee at its address as set forth in this License, or to such other address as Licensee may provide to Licensor in writing; and

(b) With respect to any action between Licensor and Licensee in New York State Court, Licensee hereby expressly waives and relinquishes any rights it might otherwise have (i) to move to dismiss on grounds of forum non conveniens, (ii) to remove to Federal Court; and (iii) to move for a change of venue to a New York State Court outside New York County.

(c) With respect to any action between Licensor and Licensee in Federal Court located in New York City, Licensee expressly waives and relinquishes any right it might otherwise have to move to transfer the action to a United States Court outside the City of New York and County of New York.

(d) If Licensee commences any action against Licensor in a court located other than in the City and State of New York, upon request of Licensor, Licensee shall either consent to a transfer of the action to a court of competent jurisdiction located in the City and State and County of New York or, if the court where the action is initially brought will not or cannot transfer the action, Licensee shall consent to dismiss such action without prejudice and may thereafter reinstitute the action in a court of competent jurisdiction in New York City in the County of New York.

If any provision of this Section is held unenforceable for any reason, each and every other provision shall nevertheless remain in full force and effect.

45. WAIVER OF TRIAL BY JURY: The parties hereto waive trial by jury in any action, proceeding, or counterclaim brought by either of the parties against the other in any matter related to this License.

46. PROCUREMENT OF AGREEMENT: Licensee represents and warrants that no person or selling agency has been employed, retained, or designated to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee, or any other compensation; the foregoing shall not apply to the lawful employment, retention, or designation of attorneys or lobbyists, or their respective firms, duly registered and authorized to practice law or lobby in the State of New York. Licensee further represents and warrants that no payment, gift, or thing of value has been made, given, or promised to obtain this or any other agreement between the parties. Licensee makes such representations and warranties to induce Licensor to enter into this License and Licensor relies upon such representations and warranties in the execution hereof.

For a breach or violation of such representations and warranties, Licensor shall have the right to annul this License without liability, and Licensee shall not make any claim for, or be entitled to recover, any sum or sums due under this License. This remedy, if effected, shall not constitute the sole remedy afforded Licensor for the falsity or breach, nor shall it constitute a waiver of Licensor's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this License.

47. CUMULATIVE REMEDIES - NO WAIVER: The specific remedies to which Licensor may resort under the terms of this License are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any other default hereunder. The failure of Licensor to insist in any one or more cases upon the strict performance of any of the covenants of this License, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenants or option.

48. SEVERABILITY; INVALIDITY OF PARTICULAR PROVISIONS: If any term or provision of this License or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this License shall be valid and enforceable to the fullest extent permitted by law.

49. CONFLICT OF INTEREST: Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such conflicting interest or possible conflicting interest shall be employed by it. No person whose salary is payable, in whole or part, by Licensor, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

50. JUDICIAL INTERPRETATION: Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering same shall not apply the presumption that the terms hereof shall be more strictly construed against a party by reason of the rule of construction that a document should be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that all parties hereto have participated in the preparation of this License and that legal counsel was consulted by each responsible party before the execution of this License.

51. INDEPENDENT STATUS OF LICENSEE: Licensee is not an employee of Licensor or the City of New York and in accordance with such independent status neither Licensee nor its employees or agents will hold themselves out as, nor claim to be officers or employees of Licensor, the City of New York, or of any department, agency, or unit thereof, they will not make any claim, demand, or application to or for, any right or privilege applicable to an officer of, or employee of, Licensor or the City of New York, including but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or employee retirement membership or credit.

52. ALL LEGAL PROVISIONS DEEMED INCLUDED: Each and every provision of law required to be inserted in this License shall be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then this License shall, forthwith upon the application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder. Notwithstanding the foregoing, no such provision not specifically recited herein shall increase the obligations or decrease the rights of Licensee without its prior approval.

53. PRIOR UNDERSTANDING; NO ORAL MODIFICATION: This License states the entire and integrated agreement between Licensor and Licensee and supersedes all prior negotiations, representations, and agreements, whether written or oral. This License may not be altered, modified, or amended in any manner whatsoever except by a written instrument signed by Licensor and Licensee.

54. PAYMENT AND NOTICE: Any License fees, charges, or sums payable by Licensee to Licensor shall be made to Licensor at Brooklyn Bridge Park, 334 Furman Street, Brooklyn, NY 11201, or such other address given to Licensee in writing by Licensor.

Where provision is made herein for a notice, request, approval, or waiver to be given in writing, the same shall be given by hand delivery, or by mailing a copy of such notice by certified mail, return receipt requested or sent by recognized overnight delivery service, if to Licensor, addressed to Licensor at: Brooklyn Bridge Park, 334 Furman Street, Brooklyn, NY 11201, Attn: General Counsel, or to such other address as is given to Licensee in a written notice from Licensor or, if to Licensee, to the attention of Licensee at its address provided on the Cover Page of this License, or to any other address that Licensee shall have given to Licensor in a written notice from Licensee. Notices shall be deemed given when received or when receipt is refused.

55. REIMBURSEMENT OF LICENSOR: Licensee shall, within thirty (30) days of receipt of notice, reimburse Licensor for all reasonable out-of-pocket costs incurred by Licensor in assisting Licensee to comply with this License or in rectifying any non-compliance by Licensee with the terms and conditions hereof after notice and the opportunity to cure, if any, as provided in herein.

56. NAMING OF THE CONCESSION: Licensor shall retain all rights to any new or preexisting name selected by Licensee for the Premises that indicates a relationship to the Park or a preexisting facility name. Licensor reserves the right to approve of any name proposed by Licensee for the Concession.

57. TRADEMARKS: Licensee acknowledges that Licensor and the City is the trademark owner of various marks, and any use of such marks requires prior written authorization from Licensor (and if applicable, the City). If Licensee wants to sell merchandise that uses such trademarks, Licensee will be required to purchase merchandise from authorized licensees of Licensor or the City of New York, as applicable. Licensor will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, commercial products, or non-park-related events.

58. COUNTERPARTS: This License may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Exhibit D: Insurance Schedule

The Licensee shall maintain the following insurance during the term of the Agreement:

Commercial General Liability Insurance

A. The Licensee shall maintain Commercial General Liability Insurance in the amount of at least One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. Such insurance shall protect the Licensee, Brooklyn Bridge Park Corporation (“BBP”), Brooklyn Bridge Park Development Corporation (“BBPDC”), New York State Urban Development Corporation d/b/a Empire State Development (“ESD”), the State of New York (the “State”) and the City of New York (the “City) from claims for property damage and/or bodily injury, including death, for personal and advertising injury, and for products/completed operations, that may arise from any of the operations under the Agreement. Coverage under this insurance shall be at least as broad as that provided by the most recently issued Insurance Services Office (“ISO”) Form CG 00 01, shall contain no exclusions other than as required by law or as approved by BBP, and shall be "occurrence" based rather than “claims-made.” If there is an aggregate limit, it shall apply on a “per-location” basis.”

B. Such Commercial General Liability Insurance shall name Brooklyn Bridge Park Corporation (“BBP”), Brooklyn Bridge Park Development Corporation (“BBPDC”), the State of New York (“State”), New York State Urban Development Corporation d/b/a Empire State Development (“ESD”), and the City of New York (the “City), together with their respective officials and employees, and any other entity that BBP requires, as “Additional Insured”, with coverage at least as broad as the most recently issued ISO Form CG 20 26.

Workers’ Compensation, Employer’s Liability and Disability Benefits Insurance

The Licensee shall maintain Workers’ Compensation Insurance, Employer’s Liability Insurance, and Disability Benefits Insurance in accordance with the laws of the State of New York on behalf of, or with regard to, all employees providing services under the contract. Evidence of Workers’ Compensation Insurance, Employer’s Liability Insurance, and Disability Benefits Insurance may **not** be provided on an ACORD form. Evidence of Workers’ Compensation Insurance and Employers Liability Insurance coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers’ Compensation Board:

- (1) C-105.2 (Sept. 2007, or most current version);
- (2) U-26.3;
- (3) GSI-105/SI-12; or
- (4) CE-200.

Evidence of Disability Benefits Insurance coverage must be provided on one of the following forms specified by the Chairman of the Workers’ Compensation Board:

- (1) DB-120.1 (May 2006 or most current version);
- (2) DB-155; or
- (3) CE-200.

Business Automobile Liability Insurance

A. The Licensee shall maintain Business Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) each accident combined single limit for liability arising out of ownership, maintenance or use of any owned, non-owned, or hired vehicles to be used in connection with the contract. Coverage shall be at least as broad as ISO Form CA0001, ed. 10/01.

B. If vehicles are used for transporting hazardous materials, the Business Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS-90.

Liquor Liability Insurance

If Licensee sells alcoholic beverages at the Premises, Licensee shall maintain liquor sales and dram shop liability coverage in the amounts set forth on the Cover Page of this License.

General Requirements for Insurance Coverage and Policies

A. All required insurance policies shall be maintained with companies that may lawfully issue the required policy and have an A.M. Best rating of at least A- / “VII” or a Standard and Poor’s rating of at least A, unless prior written approval is obtained from BBP.

B. All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by any of the Additional Insureds.

C. The Licensee shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles to which such policies are subject, whether or not any of the Additional Insureds are insureds under the policy. There shall be no self-insured retention for any policy of insurance required by this Agreement, unless approved in writing by BBP.

D. The Additional Insureds' limits of coverage for all types of insurance required under this Agreement shall be the greater of (i) the minimum limits set forth in the contract or (ii) the limits provided to the Licensee as Named Insured under all primary, excess, and umbrella policies of that type of coverage.

E. There shall be no self-insurance program with regard to any insurance required under this Article unless approved in writing by BBP. Any such self-insurance program shall provide the Additional Insureds with all rights that would be provided by traditional insurance required under this Article, including but not limited to the defense obligations that insurers are required to undertake in liability policies.

F. All insurance policies under this Agreement shall contain the following provisions, if available:

1. Notices from the insurer (the "**Insurer**") to Brooklyn Bridge Park Corporation d/b/a Brooklyn Bridge Park, Brooklyn Bridge Development Corporation, New York State Urban Development Corporation d/b/a Empire State Development and the City of New York (in connection with this policy, shall be addressed to the General Counsel, Brooklyn Bridge Park, 334 Furman Street, Brooklyn, New York 11201 or such other addresses as may be specified by BBP;

2. The Insurer shall accept notice of accident from any of the Additional Insureds, within 120 days after receipt by an official of such additional insured of notice of such accident as valid and timely notice under this policy;

3. The Insurer shall accept as valid at timely notice under this policy (i) notice of claim from the City within 120 days after such claim has been filed with the Comptroller of the City; and (ii) notice of claim from any other Additional Insureds, within 120 days after receipt by such party;

4. Notice of accident or claim to the Insurer by the Licensee or any of the Additional Insureds shall be deemed notice by all under this policy;

5. This policy shall not be canceled, terminated, or modified by the Insurer or the Licensee unless 30 days prior written notice is sent by registered mail to all of the Additional Insureds;

6. The presence of engineers, inspectors or other employees or agents of the Licensee or any of the Additional Insureds at the site of the Services performed by the Licensee shall not invalidate this policy of insurance;

7. Violation of any of the terms of any other policy issued by the Insurer to the Licensee or a subcontractor of the Licensee shall not inviolate this policy; and

8. Insurance, if any, carried by any of the Additional Insureds will not be called upon to contribute to a loss that would otherwise be paid by the Insurer.

9. Waiver of subrogation is included in favor of the Additional Insureds.

10. Nothing in this Exhibit D, or the Licensee's failure to obtain and maintain the insurance required by this Exhibit D, shall relieve the Licensee from its indemnification obligations, as set forth in the contract.

11. Whenever notice of loss, damage, occurrence, accident, claim, or suit is required under a policy required by this Exhibit D, the Licensee shall provide the insurer with timely notice thereof on behalf of the City. Such notice shall be given even where the Licensee may not be covered under such policy if this Agreement requires that the City be an additional insured (for example, where one of Licensee's employees was injured). Such notice shall expressly specify that "this notice is being given on behalf of the City of New York, including its officials and employees, as additional insured" (such notice shall also include the name of any other entity listed as an additional insured on Exhibit D) and contain the following information to the extent known: the number of the insurance policy; the name of the named insured; the date and location of the damage, occurrence, or accident; the identity of the persons or things injured, damaged, or lost; and the title of the claim or suit, if applicable. The Licensee shall simultaneously send a copy of such notice to the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. If the Licensee fails to comply with the requirements of this paragraph, the Licensee shall indemnify the City, together with its officials and employees, and any other entity listed as an additional insured on this Exhibit D for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City together with its officials and employees, and any other entity listed as an additional insured on Exhibit D.

CERTIFICATION BY BROKER

The undersigned insurance broker represents to Brooklyn Bridge Park Corporation and the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

[Name of broker]

[Address of broker]

[Signature of authorized officer of broker]

[Name of authorized officer]

[Title of authorized officer]

[Contact Phone Number for broker]

[Email Address of broker]

Sworn to before me this

_____ day of _____, 20_____

NOTARY PUBLIC

Exhibit E: Statement of Monthly Gross Receipts

Brooklyn Bridge Park
Concessions

Statement of Monthly Gross Receipts

Concession Name:	
Month:	
Year:	

Gross Receipts shall include, without limitation, all funds or receipts of any kind received by Licensee from or in connection with its operations at the Premises, without deduction or set-off of any kind, from the sale or provision of merchandise, food and beverages, or services of any kind, provided that Gross Receipts shall exclude the amount of any Federal, State or City sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by Licensee.

Revenue Category	Subtotal
Food	\$ -
Beverages	\$ -
Events / Catering	\$ -
Miscellaneous (describe)	\$ -

Total Gross Receipts:	\$ -
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I hereby certify the above statement to be true and correct.

Signature

Printed Name

Date