

PUBLIC MEETING

FRANCHISE AND CONCESSION REVIEW COMMITTEE

WEDNESDAY APRIL 15th, 2025 @ 2:30 P.M.

Location:
22 Reade Street
Spector Hall
New York, NY 10007

NOTE: For further information on accessibility or to make a request for accommodations, such as sign language interpretation services, please contact the Mayor's Office of Contract Services (MOCS) via e-mail at DisabilityAffairs@mocs.nyc.gov or via phone at (212) 298-0800. Any person requiring reasonable accommodation for the public meeting should contact MOCS at least five (5) business days in advance of the meeting to ensure availability. 

*Franchise and Concession Review Committee Public Meeting
Wednesday April 15th, 2026 @ 2:30 P.M.*

NEW YORK CITY FIRE DEPARTMENT

No. 1: IN THE MATTER of the intent to seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate a significant sole source concession agreement with the New York City Fire Museum for the maintenance, management, operation and upkeep of the Fire Museum, including the firehouse and all collections therein. The agreement is expected to have a term of ten (10) years), with two (2) optional five (5) year renewals.

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

No. 2: IN THE MATTER of the intent to seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a Sole Source agreement with the BRIC Arts I Media I Bklyn, Inc. for the operation and maintenance of a food, beverage, and merchandise concession at the BRIC Celebrate Brooklyn! Festival in Prospect Park, Brooklyn. The License will provide for one (1) ten (10)-year term, terminating on the same date as the expiration of a corresponding Maintenance and Operation Agreement between Parks and Licensee for the maintenance and operation of the festival.

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

No. 3: **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to allow New York City Tourism + Conventions, on behalf of the New York City Department of Small Business Services, to negotiate a non-exclusive sole source license agreement with Chapter 4 Corp for the non-exclusive use of City-owned trademarks on merchandise. The Agreement shall commence January 1, 2026, and shall continue through December 31, 2028, unless sooner terminated pursuant to the terms and conditions of the agreement.



MEMORANDUM

To: Brad Hoylman-Sigal, Manhattan Borough President
Mark Diller, District Manager, Manhattan Community Board 2

From: Corina Leske, Deputy General Counsel & Assistant Commissioner of General Law,
New York City Fire Department

Subject: New York City Fire Museum / Sole Source Concession

Date: **3/6/2026**

In accordance with Section 1-16 of the Concession Rules of the City of New York, The New York City Fire Department (“FDNY”) is seeking Franchise and Concession Review Committee approval to utilize a Different Procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate a significant sole source concession agreement (“Agreement”) with the New York City Fire Museum (hereinafter referred to as “Concessionaire”) for the maintenance, management, operation and upkeep of the Fire Museum, including the firehouse and all collections therein. The Concessionaire will also be expected to complete construction work to stabilize the property and ensure public safety before the reopening of the Fire Museum. The agreement is expected to have a term of ten (10) years, with two (2) optional five (5) year renewals. Upon its re-opening, the Fire Museum will again serve as an institution of learning that spotlights FDNY’s rich culture and history. The Fire Museum displays important documents and artifacts intended to stimulate, educate, and cultivate interest and reverence for the work that FDNY, a premier municipal agency of New York City, performs.

This concession has been determined not to be a major concession as defined in Chapter 7 of the Rules of the City Planning Commission.

If you have any questions or comments, please feel free to contact Corina Leske, Deputy General Counsel & Assistant Commissioner of General Law, New York City Fire Department at Corina.Leske@fdny.nyc.gov or (718) 999-0302.

Thank you.

Rule 1-16: Different Procedure

Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

Concession Title New York City Fire Museum **Concession ID** FM-2026

Description Agreement is for maintenance, management, operation, and upkeep of the New York City Fire Museum, including the firehouse and all collections therein. The concessionaire will also be expected to complete construction work to stabilize the property and ensure public safety prior to the reopening of the Fire Museum. **Agency** New York City Fire Department

Location 278 Spring Street
New York, NY 10013 **Concession Site(s)** Yes No

Borough Manhattan **Community Board(s)** 2

Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

Proposed Concession Justification

The Agency has determined it is practicable or advantageous to use a Different Procedure over other methods because:

Indicate the Different Procedure utilized

- Sole Source Amendment
 Other Program-based

The FDNY believes it is in the best interest of the City for the FCRC to approve the use of a different procedure to negotiate a sole source concession agreement with the New York City Fire Museum, a nonprofit which has operated the Fire Museum since 1981. During that time, they have attracted thousands of visitors to learn about fire suppression, the FDNY, and the evolution of firefighting in NYC. A concession agreement will pick up where the prior operating agreement left off, and allow them to continue their dedicated stewardship of FDNY property, including the completion of crucial repairs to the building. It will also allow for the renewed successful operation of the museum, provide critical fire safety education for the community, and maintain a safe place to house the City's fire-related archives and memorabilia, preserving and sharing the history of this vital City agency.

Proposed Concession Term including renewal options

While the term of the agreement is still to be negotiated, FDNY expects it will be a ten (10) year initial term, followed by two (2) optional five (5) year renewal periods.

Proposed Concession Revenue

The Fire Museum is currently situated on City-owned property at 278 Spring Street, Manhattan, NY 10013 ("the Property"). As compensation to the City, the revenue generated by the Fire Museum will be kept by the New York City Fire Museum and used for the maintenance, upkeep and operation of the museum, including construction work to stabilize the Property and ensure public safety. That work is expected to include shoring, roof replacement, and renovation of the third floor event space. The cost savings to the City for the construction projects are expected to exceed \$250,000.

Prior Concession Details

N/A (No Prior Concession)

What method was used for prior concession? 1-12 1-13 1-14 1-15 1-16

Concessionaire _____ EIN or SSN # _____

Is this concession site the same as above? Yes No N/A **Is this agreement active?** Yes No

If no, please explain

There is currently an operating agreement in place between FDNY and the Fire Museum, but it was never registered as a sole source concession agreement.

Rule 1-16: Different Procedure

Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

Prior Concession Term including renewal options

On October 22, 1985, FDNY signed a Management Agreement with the non-profit Friends of the New York City Fire Department Collection, Inc ("Friends") that designated Friends as the managers and operators of the New York City Fire Museum (current title). The agreement provided that Friends assume responsibility for managing the City's collection of firefighting equipment and memorabilia at an FDNY building located at 278 Spring Street, New York, NY 10013, and would perform any repairs needed to keep the building in good condition. The agreement expired on June 30, 2015, but has been continually extended, with the most recent extension agreement signed on December 18, 2025, to extend the term to July 31, 2026. Note: Friends dissolved in 2017 after merging with the New York City Fire Museum.

Prior Concession Revenue

Under the terms of the 1985 Management Agreement, Friends could solicit funds that would then only be used for operating the museum and performing their other obligations outlined in the agreement.

Community Board / Borough President Notice Requirements (Check all that apply)

This is a Significant Concession Yes No

(if yes, please select all applicable boxes below)

- Total potential term =>>10 years
- Projected annual income/value to City =>>\$250,000
- Major Concession

This is a Major Concession Yes No

(if yes, please be aware the award will be subject to review and approval pursuant to Sections 197-c and 197-d of NYC Charter)

- A copy of this notice has been posted in a publicly accessible location on the City's website

Intent to Seek a Different Procedure

- Agency notified affected Community Boards and Borough Presidents of the intent to seek a Different Procedure and whether the concession is significant and/or major, on 03/06/2026 (at least 40 days prior to seeking FCRC approval). A copy of this notice has been provided to the Mayor's Office of Contract Services for distribution to the committee

Authorized Signatures

Agency Staff

This is to certify that the information presented herein is accurate

Signature Corina L. Leske
 Name Corina Leske, Deputy General Counsel /
 Title Asst. Comm. Gen Law. Date 3/12 /2026

City Chief Procurement Officer

This is to certify that the agency's plan presented herein will comply with the prescribed procedural requisites for the award of the subject concession

Signature _____ City Chief Procurement Officer
 Date _____

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 1)

RESOLVED, that the Franchise and Concession Review Committee (“FCRC”) authorizes the Fire Department of the City of New York (“FDNY”) to utilize a Different Procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate a significant sole source concession agreement with the New York City Fire Museum (“Concessionaire”) for the maintenance, management, operation and upkeep of the Fire Museum, including the firehouse and all collections therein. The Concessionaire will also be expected to complete construction work to stabilize the property and ensure public safety prior to the reopening of the Fire Museum. The agreement is expected to have a term of ten (10 years), with two (2) optional five (5) year renewals.

BE IT FURTHER RESOLVED that FDNY shall submit the sole source agreement it proposes to enter into with the Concessionaire to the FCRC for approval.

**THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON**

4/15/2026

Signed: _____

Title: City Chief Procurement Officer

Date: _____



NYC Parks

David Cerron
Assistant Commissioner
Business Development &
Special Events

T 212.360.3457

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**City of New York
Parks & Recreation**

The Arsenal
Central Park
New York, NY 10065
www.nyc.gov/parks

NOTICE OF PUBLIC HEARING

To: Hon. Antonio Reynoso, President of the Borough of Brooklyn
Mike Racioppo, District Manager, Brooklyn Community Board 6
Jeremy Laufer, District Manager, Brooklyn Community Board 7
Michelle George, District Manager, Brooklyn Community Board 8
Dante Arnwine, District Manager, Brooklyn Community Board 9
Shawn Alyse Campbell, District Manager, Brooklyn Community Board 14

From: Phil Abramson, Director of Concessions Communications *PA*

Subject: Notice of Joint Public Hearing: 4/13/2026; Intent to Enter into a License Agreement for the Operation and Maintenance of a Food, Beverage, and Merchandise Concession at the BRIC Celebrate Brooklyn! Festival in Prospect Park to BRIC Arts I Media I Bklyn, Inc.; B73-O-SB.

Date: 3/27/2026

NOTICE OF A JOINT PUBLIC HEARING of the Franchise and Concession Review Committee and the New York City Department of Parks & Recreation (“Parks”) to be held on 4/13/2026, at 255 Greenwich Street, 8th Floor, in Manhattan, New York, NY 10007 commencing at 2:30 p.m. relative to:

INTENT TO AWARD as a concession a Sole Source License Agreement (“License”) to BRIC Arts I Media I Bklyn, Inc. (“Licensee”) for the operation and maintenance of a food, beverage, and merchandise concession at the BRIC Celebrate Brooklyn! Festival in Prospect Park, Brooklyn (“Licensed Premises”).

The License will provide for one (1) ten (10)-year term, terminating on the same date as the expiration of a corresponding Maintenance and Operation (“M&O”) Agreement between Parks and Licensee for the maintenance and operation of the festival. Parks, in its sole discretion, shall have the option to renew this License for up to two (2) additional five (5)-year periods, provided that Parks has renewed the M&O Agreement for the same periods.

All gross receipts received by Licensee will be used exclusively to provide for the management, maintenance, operation, and programming at the Licensed Premises.

Written testimony may be submitted in advance of the hearing electronically to fcrc@mocs.nyc.gov. All written testimony can be submitted up until the close of the public hearing and will be distributed to the FCRC after the hearing.

A draft copy of the agreement may be obtained at no cost by any (or all) of the following ways:

1. Submit a written request to NYC Parks at philip.abramson@parks.nyc.gov, from 3/27/2026 through 4/13/2026.
2. Submit a written request by mail to NYC Parks, Revenue Division, 830 Fifth Avenue, Room 407, New York, NY 10065. Written requests must be received by 4/13/2026. For mail-in requests, please include your name, return address, and Concession # B73-O-SB.
3. Download from NYC Parks' website at <https://www.nycgovparks.org/opportunities/concessions/rfps-rfbs-rfeis> from 3/27/2026 through 4/13/2026.

The agenda and related documentation for the hearing will be posted on the MOCS website at <https://www.nyc.gov/site/mocs/opportunities/franchises-concessions.page>

For further information on accessibility or to make a request for accommodations, such as sign language interpretation services, please contact the Mayor's Office of Contract Services (MOCS) via e-mail at DisabilityAffairs@mocs.nyc.gov or via phone at (212) 298-0800. Any person requiring reasonable accommodation for the public hearing should contact MOCS at least five (5) business days in advance of the hearing to ensure availability.

Rule 1-16: Different Procedure

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Concession Title BRIC Celebrate Brooklyn! Festival **Concession ID** B73-O-SB

Description

Operation and maintenance of a food, beverage and merchandise concession at the BRIC Celebrate Brooklyn! festival in Prospect Park

Agency NYC Department of Parks & Recreation

Location Prospect Park Bandshell, Prospect Park, Brooklyn Concession Site(s) Yes No

Borough Brooklyn Community Board(s) 6, 7, 8, 9, 14

Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

Recommended Concessionaire

Name BRIC Arts I Media I Bklyn, Inc. ("BRIC")

Telephone 718-683-5600

Business Address

647 Fulton Street
Brooklyn, NY 11217

EIN or SSN # 11-2547268

Not-for-Profit Organization Certified M/WBE by SBS

Recommended Concession Agreement Term

>20 years – FCRC unanimously approved term on _____

Renewal Option(s)

The agreement will provide for one (1) ten (10) year term, terminating on the same date as the expiration of the corresponding maintenance and operation ("M&O") agreement between Parks and the licensee for the Celebrate Brooklyn! festival.

Parks, in its sole discretion, shall have the option to renew the agreement for two (2) additional five (5) year periods, provided that Parks has renewed the M&O agreement for the same periods.

Recommended Revenue

All gross receipts received by the licensee for the operation of the concession will be used for the management, maintenance, operation and programming of the Celebrate Brooklyn! festival.

In no event shall BRIC's gross receipts during any fiscal year exceed its expenses under the M&O agreement. If, at any time, revenue from this concession is expected to exceed the difference, Parks shall direct BRIC to implement a plan to provide additional Celebrate Brooklyn! related services, including, but not limited to, additional free events, subject to the prior written approval of the Commissioner.

Selection Procedure Requirements

Please select the appropriate Different Procedure method justification below:

- Sole Source**
- Amendment or extension to an existing concession agreement**
- Program-based** (FCRC approved concession program on _____)
- Other** (Please specify)

Award is a Major Concession

Yes – Award was approved pursuant to Sections 197-c and 197-d of the NYC Charter as follows:

- CPC approved on _____
- City Council approved on _____
- N/A

No

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Negotiation Requirements

Below, please describe the nature of negotiations conducted, including with respect to the amount of revenue offered:

The FCRC initially voted to authorize Parks to negotiate a concession agreement with BRIC in February, 2018. This concession agreement was negotiated as conditional to the existence of a new, separate M&O agreement for the management and operation of the Celebrate Brooklyn! festival itself, which is not part of this concession agreement. Parks decided to negotiate those agreements separately and to prioritize the completion of the M&O first. Parks and BRIC are now prepared to enter into that M&O agreement and will soon sign, which will allow this concession agreement to proceed.

Award Requirements

The agency determined that the award of this concession is in the best interest of the City because:

See additional information form.

Public Hearing Requirements

(Only applicable for significant concessions)

[IF REQUIRED] a public hearing was conducted on: 04/13/2026

Subject concession is a (check one): Citywide or NOT Citywide concession and Agency hereby certifies that a notice summarizing the terms and conditions of the proposed concession, and the time, date and location of the public hearing was published once in the City Record and given to all affected CB-BP and the Committee Members on 03/27/2026 (not less than 15 days prior to the hearing date). In addition, if you have posted this notice publicly elsewhere, please describe below:

Subject concession is non-significant. No public hearing is required

FCRC Approval

FCRC approved this concession agreement on 04/15/2026 (date of the FCRC public meeting)

Votes in favor: _____ Votes against: _____

OR

The concession was not subject to approval of the FCRC because it has a term of less than 30 days and is not subject to renewal

Law Department approved concession agreement on: _____

Authorized Signatures

Agency Staff

This is to certify that the information presented herein is accurate and that I find the proposed concessionaire to be responsible and approve of the award of the subject concession agreement

Signature _____

Name _____

Title _____ Date _____

City Chief Procurement Officer

This is to certify that the agency's plan presented herein will comply with the prescribed procedural requisites for the award of the subject concession

Signature _____

City Chief Procurement Officer

Date _____

Additional Information

For Agency Use With Concession Forms

Concession Title BRIC Celebrate Brooklyn! Festival

Concession ID B73-O-SB

Description

Agency NYC Dept of Parks & Rec

Operation and maintenance of a food, beverage, and merchandise concession at the BRIC Celebrate Brooklyn! festival in Prospect Park

Award Requirements The agency determined that the award of this concession is in the best interest of the City because:

Since its inception in 1979, BRIC has enriched the cultural landscape of Brooklyn by presenting, producing, and enabling a wide array of quality contemporary art, performing arts, and community media programs.

For over forty five (45) years, BRIC's flagship performing arts program, the BRIC Celebrate Brooklyn! Festival, one of the most popular arts programs in Prospect Park, has contributed to the cultural heritage of the City by presenting performances from emerging and established musicians, dancers, and other artists from around the globe.

BRIC Celebrate Brooklyn! runs from early May through early October each year ("Operating Season") and annually presents approximately sixteen (16) free performing arts events to an average audience of 98,000 New Yorkers and visitors annually.

In 2017, BRIC entered into a License Agreement with Parks to manage and operate the BRIC Celebrate Brooklyn! Festival at the Prospect Park Bandshell, located in Prospect Park near Prospect Park West and 9th Street ("Licensed Premises"). Parks and BRIC will soon sign a new M&O Agreement, detailing BRIC's many responsibilities at the Licensed Premises.

Parks and BRIC have collectively created an effective public-private partnership whereby Parks and BRIC complement each other's efforts in connection with ensuring that the public continues to have access to free programs at the Licensed Premises. During the Operating Season, BRIC is responsible for maintenance and repairs including but not limited to keeping the Licensed Premises free from trash, litter, stickers, graffiti, and debris; and making all repairs to equipment, seating, stage, and dressing areas necessary to keep the Bandshell in good and safe condition. BRIC is also responsible to clean and maintain the Licensed Premises every evening following a scheduled event during the Operating Season and to restore the Licensed Premises to its original condition after each Operating Season.

BRIC estimates that the total cost of the free events and of the maintenance and operation of the Festival is approximately \$2.7 million annually. To help offset those substantial costs, BRIC desires to provide for the operation and maintenance of a food, beverage, and merchandise concession at the Licensed Premises. Any revenue generated from these concessions will be used solely to offset the high costs of the maintenance and operation of the Bandshell and of the programming of free public events.

Given BRIC's commitment to promoting and producing performing arts events including the BRIC Celebrate Brooklyn! Festival at the Prospect Park Bandshell for all New Yorkers and visitors, Parks believes that it is in the best interest of the City to enter into a Sole Source License Agreement with BRIC, rather than proceed with a competitive solicitation process.

LICENSE AGREEMENT

BETWEEN

**CITY OF NEW YORK
PARKS & RECREATION**

AND

BRIC ARTS | MEDIA | BKLYN, INC.

for

THE OPERATION AND MANAGEMENT OF A FOOD, BEVERAGE, AND
MERCHANDISE CONCESSION AT THE BRIC CELEBRATE BROOKLYN! FESTIVAL

BROOKLYN, NEW YORK

DATED: _____, 2026

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THIS LICENSE AGREEMENT (“License” or “Agreement”), is made this _____ day of _____, 2026 between the City of New York (“City”), a municipal corporation of the State of New York (“State”) acting by and through the Commissioner of the Department of Parks & Recreation (“Commissioner” and “Parks”, respectively), having an office at The Arsenal, Central Park, 830 Fifth Avenue, New York, New York 10065; and BRIC Arts | Media | Bklyn, Inc. (“BRIC” or “Licensee”), a Not-For-Profit corporation organized in accordance with the laws of the State, whose address is 647 Fulton Street, Brooklyn, NY 11217. Parks and Licensee will be collectively referred to as the “Parties”.

WITNESSETH

WHEREAS, the Commissioner pursuant to Section 533 of the New York City Charter is charged with the duty to manage, maintain, and operate City parks, buildings, and recreation facilities under the jurisdiction of Parks for the beneficial use of the people of the City, and has the duty to plan, develop, conduct, and enter into arrangements on behalf of Parks and for the benefit of the public; and,

WHEREAS, the Commissioner has determined that arrangements with interested not-for-profit corporations are necessary and appropriate for the public’s benefit; and

WHEREAS, Parks has jurisdiction over the National Historic Landmark park known as Prospect Park, located in the borough of Brooklyn; and

WHEREAS, for over forty-five (45) years, BRIC’s flagship performing arts program, the BRIC Celebrate Brooklyn! Festival (“BRIC Celebrate Brooklyn!”), one of the most popular arts programs in Prospect Park, has contributed to the cultural heritage of the City by presenting performances from emerging and established musicians, dancers, and other artists from around the globe; and,

WHEREAS, the BRIC Celebrate Brooklyn! Festival runs from May 1st through October 3rd each year (“Operating Season”) and presents approximately Sixteen (16) days of free performing arts events to an average audience of Ninety Eight Thousand (98,000) New Yorkers and visitors annually; and,

WHEREAS, the Commissioner has determined that the area known as the Prospect Park Bandshell (the “Bandshell or the “Licensed Premises”) located in Prospect Park, Brooklyn, is the most appropriate venue to host BRIC Celebrate Brooklyn! productions; and,

WHEREAS, Licensee has assumed responsibility for the management and operation of BRIC Celebrate Brooklyn! since 1979; and

WHEREAS, on March 26, 2026, Parks and Licensee entered into a license agreement (“Maintenance and Operation Agreement” attached hereto as **Exhibit A**) for the management and operation of the BRIC Celebrate Brooklyn! Festival in Prospect Park; and,

WHEREAS, the total cost of the free events and the maintenance and operation of the BRIC Celebrate Brooklyn! Festival is approximately Two Million Seven Hundred Thousand Dollars (\$2,700,000.00) annually and the revenue generated from the Maintenance and Operation Agreement does not cover these costs; and,

WHEREAS, Licensee desires to operate and maintain or provide for the operation and maintenance of a food, beverage, and merchandise concession at the Licensed Premises, as defined herein below, related to the presentation of live events at BRIC Celebrate Brooklyn! and use any revenue generated to offset the high costs of the maintenance and operations of the Bandshell and programming free events thereon; and,

WHEREAS, the Commissioner and Licensee desire to ensure that the coordinated efforts of Parks and Licensee will continue to serve the best interest of the public; and,

WHEREAS, Parks and Licensee have collectively created an effective public-private partnership whereby Parks and Licensee complement each other's efforts in connection with ensuring that the public continues to have access to free programs in the Bandshell; and,

WHEREAS, the Franchise and Concession Review Committee ("FCRC"), has authorized Parks to use a different procedure to enter into this Sole Source License Agreement with BRIC.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the City and Licensee covenant and agree as follows:

ARTICLE 1: GRANT OF LICENSE

1.1 Parks hereby grants to Licensee and Licensee hereby accepts from Parks a non-exclusive license throughout the Term to maintain and operate a food, beverage, and merchandise concession at the Licensed Premises related to the presentation of live events at BRIC Celebrate Brooklyn! and in accordance with the terms and conditions set forth herein, and to the satisfaction of the Commissioner (the "Concession"). Notwithstanding the foregoing, Parks agrees that, during each Operating Season during the Term of this License, it shall not authorize operations similar to the Concession at the Licensed Premises without Licensee's prior written approval. The "Licensed Premises" shall mean the area within Prospect Park as designated on Exhibit A-1 of the Maintenance and Operations Agreement.

1.2 (a) Licensee may, subject to the prior written approval of Parks, not to be unreasonably delayed, enter into sublicense agreements ("Sublicense Agreements") with third parties ("Sublicensees") to maintain and operate all or a portion of the Concession at the Licensed Premises during the Operating Season in accordance with the terms and conditions set forth herein. Prior to entering into any proposed Sublicense Agreement, Licensee shall submit to Parks a written request for approval, together with a copy of any proposed Sublicense Agreement, in a form reasonably acceptable to Parks. The terms and conditions of any proposed Sublicense Agreement shall be subject to Parks' prior written approval, which approval shall not be unreasonably withheld or delayed.

(b) Any Sublicense Agreement which is authorized hereunder shall be subject and subordinate to the terms and conditions of this License and Licensee shall require said Sublicensee to acknowledge in writing that it received a copy of this License and that it is bound by same. Licensee shall require Sublicensee(s) to comply with all provisions contained within this License, including, but not limited to, obtaining insurance required of the Licensee under this License and indemnifying the City as set forth in Articles 17 and 18 of this License.

(c) No Sublicense Agreement may be assigned without Parks' prior written approval. If approved, any subsequent Sublicense Agreement(s) will be subject to the terms and conditions set forth in this License.

1.3 During the Operating Season, Licensee shall sell only the concession items approved in advance by Parks, which approval shall not be unreasonably withheld or delayed. Licensee shall submit to Parks for approval the schedule of its proposed concession items and accompanying prices for the first Operating Season upon receipt of written Notice to Proceed; a copy of the approved concession items and prices ("Schedule of Approved Items and Prices") for the first Operating Season shall be attached hereto as **Exhibit B**. For all other Operating Seasons during the Term, Licensee shall submit its proposed revisions to the schedule for Parks approval no later than one month prior to the Operating Season. Any increase in price or change in the Schedule of Approved Items and Prices is subject to Parks' prior written approval. Should Licensee decide not to charge the maximum allowable prices for the approved concession items, this shall in no way be interpreted as a waiver of rights to charge such maximum allowable prices at any other time during the Term of this License.

1.4 Licensee shall obtain any and all approvals, permits, and other licenses required by Federal, State and City laws, rules, regulations, and orders which are or may become necessary to operate this Concession, in whole or in part, in accordance with the terms of this License. In order to be in compliance with this License, Licensee must fulfill in all material respects all of the obligations contained herein. Failure to fulfill in all material respects any of the obligations set forth herein for any reason may be deemed as a default by the Commissioner. Whenever any act, consent, approval, or permission is required of the City or the Commissioner under this License, the same shall be valid only if it is, in each instance, in writing and signed by the Commissioner or the Commissioner's duly authorized representative, and such approval or permission shall not be unreasonably withheld or delayed. No variance, alteration, amendment, or modification of this instrument shall be valid or binding upon the City, the Commissioner, or their agents, unless the same is, in each instance, in writing and duly signed by the Commissioner or the Commissioner's duly authorized representative.

ARTICLE 2: NO LEASE

2.1 It is expressly understood that the City has title to the Licensed Premises and no land, building, space, improvement, or equipment is leased to the Licensee. During the Term and any subsequent Renewal Term(s) of this License, Licensee shall have the use of the Licensed Premises and shall continue to use and occupy the Premises in compliance with the provisions and conditions of this License.

2.2 Licensee shall at all times provide free access to the Licensed Premises to the Commissioner or Commissioner’s representatives and to other City, State, and Federal officials having jurisdiction, for inspection and any other lawful purposes. Commissioner’s representatives and such other officials shall have the right to enter and be present at the Premises to observe Licensee’s operations.

ARTICLE 3: DEFINITIONS

3.1 As used throughout this License, the following terms shall have the meanings set forth below:

(a) “Alteration” means (excepting ordinary repair and maintenance):

(i) any restoration (to original premises or in the event of fire or other cause), rehabilitation, modification, addition, or improvement to Licensed Premises; or

(ii) any work affecting the plumbing, heating, electrical, water, mechanical, ventilating, or other systems of the Licensed Premises.

(b) “Capital Improvements” shall mean all construction, reconstruction or renovation of the Licensed Premises. Capital Improvements also include all Alterations and “Additional Fixed Equipment” as that term is defined in Section 3.1(i)(i) below, which the Licensee installs or causes to be installed on the Licensed Premises. Capital Improvements shall not include routine maintenance and repair activities required to be performed in the normal course of maintenance and operation of the Licensed Premises.

(c) “City” means the City of New York, its departments, and political subdivisions.

(d) “Commissioner” means the Commissioner of the City of New York Department of Parks & Recreation or Commissioner’s designee.

(e) “Comptroller” means the Comptroller of the City of New York.

(f) “Excess Revenue(s)” means, for any Fiscal Year, defined below, the positive difference, if any, between Licensee’s Gross Receipts for such Fiscal Year and Licensee’s expenses in connection with its obligations under the Maintenance and Operation Agreement for such Fiscal Year.

(g) “Expendable Equipment” means all equipment and property of Licensee, other than Fixed and Additional Fixed Equipment and shall include the following:

(i) Lighting, video screens, refrigerators, heating units, and cooking equipment.

(h) “Fiscal Year” means the period beginning each January 1 during the Term and ending December 31 of the same calendar year.

(i) “Fixed Equipment” means any property affixed in any way to the Licensed Premises existing at the time the Notice to Proceed is given, whose removal would damage the Licensed Premises.

(i) “Additional Fixed Equipment” means Fixed Equipment affixed to the Licensed Premises subsequent to the date that Notice to Proceed is given.

(ii) “Fixed and Additional Fixed Equipment” means Fixed Equipment and Additional Fixed Equipment jointly and severally.

(j) (i) “Gross Receipts” includes, without limitation, all funds or receipts of any kind received by Licensee from or in connection with its operations and programming at the Licensed Premises under this License, without deduction or set-off of any kind, from the sale or provision of goods 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. Gross Receipts shall include any orders placed or made at the Licensed Premises, although delivery of merchandise or services may be made outside, or away from the Licensed Premises, and shall include all receipts of Licensee for services to be rendered or orders taken at the Licensed Premises for services to be rendered by Licensee outside thereof. 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 Licensed Premises shall be construed as made and completed therein even though payment therefor may be made at some other place and although delivery of merchandise sold, or services rendered upon the Licensed Premises may be made other than at the Licensed Premises.

(ii) Gross Receipts also includes all sales made by other operator(s) using the Licensed Premises under a properly authorized sublicense or subcontract agreement, as provided in Article 33 of this License Agreement, provided that Gross Receipts shall also include the Licensee’s income from rental and sublicense or subcontracting fees and commissions Licensee receives in connection with all services provided by Licensee’s subcontractors or sublicensees, unless otherwise approved in writing by Parks.

(iii) Gross Receipts shall include sales made for cash or credit (credit sales shall be included in Gross Receipts as of the date of the sale) regardless of whether the sales are paid or uncollected, it being the distinct intention and agreement of the Parties that all sums received by Licensee shall be included in Gross Receipts, provided however that any gratuities transmitted by Licensee or any sublicensee directly or indirectly to employees shall not be included within Gross Receipts. For purposes of this subsection (iii):

(A) With respect to non-catered food and beverages service, a “Gratuity” shall mean a charge that: (i) is separately stated on the bill or invoice given to Licensee’s customer or otherwise proffered by the customer, (ii) is specifically designated as a gratuity, or purports to be a gratuity, and (iii) Licensee receives and pays over in total to its employees (other than management) who are

primarily engaged in the serving of food or beverage to guests, patrons or customers, including but not limited to, wait staff, bartenders, captains, bussing personnel and similar staff who are paid a cash wage as a “food service worker” pursuant to NY Labor Law Section 652(4). Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their regular salaries and were otherwise in accordance with the foregoing provisions. Such documentation shall be signed and verified by an officer of the Licensee. “Regular Salary” for purposes of this subsection shall mean the set hourly wage for the applicable employee.

(B) With respect to catered events, a “Gratuity” shall be an amount no greater than 20% of the catering food and beverage sales for the event, provided that such Gratuity is a charge that: (i) is separately stated on the bill or invoice given to Licensee’s customer, (ii) is specifically designated as a gratuity, or purports to be a gratuity, and (iii) is paid over by Licensee in total to its employees (other than management) who actually provide services at the event, and who are primarily engaged in the serving of food or beverages to guests, patrons or customers, including, but not limited to, wait staff, bartenders, captains, bussing personnel, and similar staff. Licensee shall provide documentation reasonably satisfactory to Parks to prove that Gratuities were paid to employees in addition to their Regular Salaries, and were otherwise in accordance with the foregoing provisions. “Regular Salary” for purposes of this subsection shall mean the set hourly wage for the applicable employee. Such documentation shall be signed and verified by an officer of the Licensee.

(iv) Gross Receipts shall include receipts received by Licensee from all sponsorships, whether in cash or as discounts against purchase price of materials, equipment, or commodities.

(k) “Licensed Premises” or “Premises” means the area so denoted in Exhibit A-1 of the Maintenance and Operations Agreement.

(l) “Operating Costs” means the actual expenses for Licensee to perform Licensee’s obligations pursuant to the Maintenance and Operations Agreement.

(m) “Parks” means the City of New York Department of Parks & Recreation.

(n) “Year” or “Operating Year” means the period between the Commencement Date (or its anniversary in any year other than Year 1) and the day before the anniversary of such date in the immediately following calendar year.

ARTICLE 4: TERM

4.1 This License shall become effective upon registration with the Comptroller and commence upon the date written in a written Notice to Proceed issued to Licensee by Parks (“Commencement Date”) and, unless terminated sooner in accordance with this License, shall terminate on the same

date as the Maintenance and Operation Agreement (March 26, 2036) (“Termination Date”). Parks, in its sole discretion, shall have the option to renew this License for up to two (2) additional five (5)-year periods, provided that Parks has renewed the Maintenance and Operation Agreement for the same periods. The period between the Commencement Date and the Termination Date shall be the “Term.” In no event shall the Term exceed the term of the Maintenance and Operation Agreement.

4.2 Notwithstanding any language contained herein, this License is terminable at will by the Commissioner, in whole or in part, at any time. Such termination shall be effective after twenty-five (25) days written notice is sent to Licensee. The Commissioner, the City, Parks, its employees and agents shall not be liable for damages to Licensee if Commissioner as provided in this Agreement terminates this License. If such notice is not given, this License Agreement shall terminate as described in Section 4.1 above.

ARTICLE 5: GROSS RECEIPTS

5.1 In lieu of a license fee, Licensee will use all Gross Receipts exclusively to provide for the management, maintenance, operation and programming at the Licensed Premises, including the operations under this License Agreement. Licensee shall submit such reports to Parks and permit Parks such audit of its books and records as Parks shall reasonably require assuring that such Gross Receipts were so used. Such reports shall include, without limitation, a report to be furnished, beginning in the second (2nd) Operating Year, no later than October 31st of each year, in a form that complies with the report attached as **Exhibit C** to this License Agreement, of data concerning all funds that Licensee has expended at the Licensed Premises for the preceding period of July 1st to June 30th. All information to be furnished to Parks shall be accurate, correct in all material respects and sufficient to give Parks a true and accurate picture of the funds expended by Licensee at the Licensed Premises.

5.2 RESERVED.

5.3 (a) (i) On or before the thirtieth (30th) day following the end of each Operating Season, Licensee shall submit to Parks, in the forms annexed as **Exhibit D** or other forms satisfactory to Parks:

(ii) A statement of Gross Receipts (**Exhibit D**), signed and verified by an officer of Licensee, reporting any Gross Receipts generated by Licensee under this License Agreement;

(b) Licensee’s statements of Gross Receipts as well as all statements of gross revenues shall indicate whether or not the amounts reported are inclusive of sales tax collected.

(c) Licensee is solely responsible for the payment of all Federal, State and local taxes applicable to the operation of the Licensed Premises. With the exception of Federal, State and City sales tax, no such applicable taxes, including but not limited to the New York City Commercial Rent Tax, may be deducted from Gross Receipts or from the compensation due under this License.

5.4 On or before the sixtieth (60th) day following the end of each Operating Year beginning in the second (2nd) Operating Year, Licensee shall submit to Parks a detailed income and expense statement (on a cash basis) pertaining to operations under this License for the preceding period of January 1st to December 31st, signed and verified by an officer of Licensee. At the same time, Licensee shall submit to Parks a detailed income and expense statement signed and verified by an officer of Licensee's Sublicensee(s), if any, pertaining to operations at that location for the preceding period of January 1st to December 31st. The statements referenced in the preceding two sentences shall be in a format approved by Parks. Neither Parks nor the City may disclose to any third party any documents or information with respect to Licensee's income or expenses in connection with its operations at the Licensed Premises, except to the extent otherwise required by court order or applicable law (including "freedom of information" laws and Local Law 28 of 2008, NYC Admin Code Sec. 18-134). For the avoidance of doubt, this prior sentence shall not apply to the Comptroller or any other authorized auditor nor prevent disclosure by the Comptroller or any other authorized auditor of any information derived from audits of this License Agreement.

5.5 (a) Licensee, during the Term of this License shall maintain a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner reasonably acceptable to the City. This revenue control system must maintain detailed sales information from each sales transaction. Specifically, sales information must be recorded electronically, via a computerized point-of-sale system, and must include, but is not limited to, details on each sales transaction, the item(s) sold, time, date of sale and price of the item sold. To the extent Licensee provides services such as catering at the Licensed Premises, Licensee must also document each such event via signed sequentially pre-numbered contracts that capture event information, including the time and date of the event, the number of attendees and required payment or other method approved by Parks. All accounting and internal control related records shall be maintained for a minimum of ten (10) years after the date of creation of the record. Additionally, all books and records maintained pursuant to this License Agreement shall be conveniently segregated from other business matters of Licensee and shall include, but not be limited to: all Federal, State and local tax returns and schedules of the Licensee; records of daily bank deposits of the entire receipts from transactions in, at, on or from the Licensed Premises; sales slips, daily dated cash register receipts, and sales books; and duplicate bank deposit slips and bank statements.

(b) Licensee shall use such accounting and internal control methods and procedures and keep such additional books and records as may be reasonably prescribed by Parks and/or the Comptroller, and Parks and/or the Comptroller shall have the right to examine the recordkeeping procedures of the Licensee prior to the commencement of the Term of this License, and up to ten (10) years thereafter, in order to assure that the procedures are adequate to reveal the true, correct and entire business conducted by the Licensee. Licensee shall maintain each year's records, books of account and data for a minimum of ten (10) years after the date of creation of the record.

(c) Licensee's failure or refusal to: (i) furnish any of the statements required to be furnished under this Article within thirty (30) days after its due date, (ii) to maintain adequate internal controls or (iii) to keep any of the records as reasonably required by this Article shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder, which shall entitle Parks, at its option, to terminate this License.

5.6 In the event Parks reasonably determines that Licensee or Licensee's employees, agents, sublicensees, or subcontractors have breached any of the provisions contained in Sections 5.1 and 5.3 through 5.5 above, Licensee may be subject to a charge of Five Hundred Dollars (\$500.00) with respect to each incident of breach as liquidated damages, provided that Licensee has been given reasonable notice of such breach and has failed to cure within thirty (30) days of such notice.

ARTICLE 6: ALTERATIONS

6.1 (a) The Licensee may alter the Licensed Premises only in accordance with the requirements of subsection (b) of this Section. Alterations shall become property of the City, at its option, upon their attachment, installation, or affixing.

(b) In order to alter the Licensed Premises, the Licensee must:

(i) obtain the Commissioner's written approval (which shall not be unreasonably withheld or delayed) for whatever designs, plans, specifications, cost estimates, agreements and contractual understandings may pertain to contemplated purchases and/or work;

(ii) ensure that work performed, and Alterations made on the Licensed Premises are undertaken and completed in accordance with submissions approved pursuant to section (i) of this Article, in a good and workmanlike manner, and within a reasonable time; and

(iii) notify the Commissioner of completion of, and making final payment for, any Alteration within ten (10) days after the occurrence of said completion or final payment.

(c) The Commissioner may, in Commissioner's discretion and upon prior written notice to Licensee, make repairs, alterations, decorations, additions or improvements to the Licensed Premises at the City's expense, but nothing herein shall be deemed to obligate or require the Commissioner to make any repairs, Alterations, decorations, additions, or improvements, nor shall this provision in any way affect or impair Licensee's obligation herein in any respect.

ARTICLE 7: FIXED AND EXPENDABLE EQUIPMENT

7.1 Licensee shall, at its sole cost and expense and to the reasonable satisfaction of the Commissioner, acquire, provide, replace, or repair, install or affix, if necessary, all equipment and materials necessary for the successful operation of this License, and put, keep, repair, preserve and maintain in good order all equipment found on, placed in, installed in or affixed to the Licensed Premises. Licensee shall be responsible for the regular maintenance and repair of Fixed and Additional Fixed Equipment on the Licensed Premises and for keeping such Fixed and Additional Fixed Equipment in good operating condition, normal wear and tear excepted.

7.2 At its option, the City has title to all Fixed Equipment on the Premises as of the Commencement Date on the Notice to Proceed. Title to any Additional Fixed Equipment and to

all construction, renovation, or improvements made to the Licensed Premises shall vest in and belong to the City at the City's option, which option may be exercised at any time after the substantial completion of the affixing of said equipment or the substantial completion of such construction, renovation, or improvement. To the extent the City chooses not to exercise such option, it shall, at the termination or expiration of this License, be the responsibility of Licensee, at its sole cost and expense and to the satisfaction of the Commissioner, be responsible for removing such equipment and restoring the Licensed Premises to Parks in a condition as good as or better than at the commencement of the Term.

7.3 Licensee shall supply at its own cost and expense all Expendable Equipment required for the proper operation of this License, and repair or replace same at its own cost and expense when reasonably requested by Commissioner. Licensee must acquire and use for the purpose intended any Expendable Equipment, which the Commissioner reasonably determines, is necessary to the operation of this License.

7.4 Title to all Expendable Equipment obtained by Licensee and not provided by the City shall remain with Licensee, and Licensee shall remove such equipment at the termination or expiration of this License. In the event that such equipment remains in the Licensed Premises following such termination or expiration, the Commissioner may treat such property as abandoned and charge all costs and expenses incurred in the removal thereof to Licensee.

7.5 Licensee acknowledges that it is acquiring this License to use the Licensed Premises and Fixed Equipment thereon solely in reliance on its own investigation, that no representations, warranties, or statements have been made by the City concerning the fitness thereof, and that by taking possession of the Licensed Premises and Fixed Equipment, Licensee accepts them in their present condition "as is."

7.6 The equipment to be removed by Licensee pursuant to this Agreement shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises, ordinary wear and tear excepted. Notwithstanding its vacating and surrender of the Licensed Premises, Licensee shall remain liable to City for any damage it may have caused to the Licensed Premises.

7.7 Licensee shall install Energy Star approved or other similarly efficient appliances and equipment.

ARTICLE 8: UTILITIES

8.1 Parks makes no representations regarding the adequacy of utilities currently in place at the Licensed Premises. Licensee will be required to connect to and/or upgrade any existing utility service or create a new utility system, and obtain the appropriate permits and approvals. This includes establishing a dedicated meter and/or submeter that captures utility usage on the Licensed Premises and an account with the appropriate service providers. Licensee shall pay, and to the extent that Parks approves Licensee to sublicense any portion of the operations under this License, Licensee shall cause its Sublicense to pay, at its sole cost and expense, all utility costs associated with the operation of the Licensed Premises, including but not limited to all Department of

Environmental Protection (“DEP”) water and sewer charges. Licensee shall, at its sole cost and expense, install or cause to be installed and maintained, all utilities, service lines, conduits, pipes, meters and supplies of power necessary for the proper operation of this license and pay all utility costs. Licensee shall adhere to all DEP directives and restrictions regarding drought and water conservation issues. Licensee shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals from Parks and such other Federal, State, or City agencies or entities as have jurisdiction over the operation of the Licensed Premises and/or the Bandshell. Licensee shall remove any unsuitable existing materials as required. Licensee is strictly prohibited from unauthorized use of utilities used, operated, or owned by the City. Unauthorized use shall not include Licensee’s use of utilities used, operated, or owned by the City as authorized for activities under the Maintenance and Operation Agreement.

ARTICLE 9: OPERATIONS

9.1 Licensee, at its sole cost and expense, shall operate the Concession for the use and enjoyment of the general public and in such manner as the Commissioner shall prescribe and as permitted by, and in compliance with, all laws, rules, regulations, and orders of government agencies having jurisdiction, including but not limited to the New York City Paid Safe and Sick Leave Law, attached hereto as **Exhibit E**.

9.2 Licensee shall record all revenue generated as a result of the operation of this License and keep books and records as required and in compliance with the provisions set forth in Articles 21 and 22 and as deemed acceptable by the Commissioner.

9.3 Licensee shall designate an officer or representative to act as a direct point of contact for the operation of this License or employ an operations manager (“Manager”), qualified to manage operations of the Concession in a manner that is reasonably satisfactory to the Commissioner.

9.4 Licensee shall provide equipment that will provide security for all monies received. Licensee shall provide for the transfer of all monies collected to Licensee’s designated banking institution and bear the loss of any lost, stolen, misappropriated, or counterfeit monies derived from operations under this License.

9.5 Licensee shall comply with all applicable laws, rules and regulations in force as of the date of this Agreement and which may hereafter be adopted.

9.6 (a) Smoking and the use of cigarettes, cigars, electronic cigarettes and other tobacco and non-tobacco smoking products anywhere on the Licensed Premises is strictly prohibited.

(b) Reserved.

(c) Licensee shall not use, in its operations, any polystyrene packaging or food containers. Additionally, Licensee is prohibited from selling any beverages in glass bottles. All beverages must be in non-glass, shatterproof containers, except when table service or catered events are approved by Parks. Licensee shall not, in its operations, sell single-use rigid plastic

bottles containing a beverage with a capacity of twenty-one (21) fluid ounces or less. Plastic bottle alternatives, such as aluminum or boxed containers, are permitted.

(d) Licensee shall ensure that all customers are given paper bags made of recycled material or biodegradable plastic bags. Licensee shall use best efforts to utilize sustainable food products in its ingredients.

(e) Licensee shall adhere to and enforce the prohibitions contained in this Section 9.6.

9.7 Licensee, at its sole cost and expense, shall obtain, possess and display prominently at the Licensed Premises all approvals, permits, licenses, and certificates (including amendments thereto) that may be required for the operation and maintenance of the Licensed Premises in accordance with all applicable Federal, State, and City laws, rules and regulations. Licensee shall operate and occupy the Licensed Premises in accordance with all applicable law and shall, at its sole cost and expense, obtain all approvals, licenses, permits and certificates (including amendments thereto) that may be required to operate the Licensed Premises in accordance with applicable law, including any necessary Certificate(s) of Occupancy (“C of O”). Licensee shall at all times operate the Licensed Premises in accordance with the provisions of any required licenses or permits. If at the Commencement Date Licensee does not have a C of O for the Licensed Premises because one is not legally required, then Licensee shall obtain a “Letter of No Objection” from the Department of Buildings (“DOB”). Furthermore, in the event that, at the Commencement Date, or at any time during the Term, Licensee does not have a C of O, where required, and does not have a “Letter of No Objection,” Licensee shall diligently pursue a temporary C of O and a C of O, such certificate to be obtained within a reasonable time, as determined by the Commissioner, or may conduct its operations in temporary structures that have been approved by Parks, such approval not to be unreasonably withheld or delayed. Licensee shall obtain any necessary licenses and permits for such temporary structures before the commencement of operations hereunder.

9.8 (a) Licensee warrants that all merchandise, food, beverages and services of any kind sold or rented pursuant to this License shall be of a high quality. Licensee shall operate in such a manner as to maintain an exceedingly high health inspection rating.

(b) Any staff assigned by Licensee to sell food and beverages to the public at the Licensed Premises must possess all required Federal, State, and City authorizations and possess, and at all times display, appropriate DOHMH permits. Licensee may only operate the Licensed Premises if it has obtained the appropriate valid permits and authorizations required by DOHMH.

(c) At all times that any of the food service operations at the Licensed Premises are operating, a staff person with a valid DOHMH food handler’s license must be present. If Licensee operates without all necessary permits and licenses, it may be subject to fines and/or confiscation of merchandise and vending units.

9.9 Licensee, at its sole cost and expense, shall provide, hire, train, supervise and be responsible for the acts of all personnel necessary for the proper operation of this License, including but not limited to:

- (a) collecting and safeguarding all monies generated under this License;
- (b) maintaining the Licensed Premises; and
- (c) conducting and supervising all activities to be engaged in upon the Licensed Premises.

9.10 Licensee must provide Americans with Disabilities Act (“ADA”) accessibility throughout the Licensed Premises. Licensee shall comply with all City, State and Federal laws relating to access for persons with disabilities. The Licensee shall also comply with all New York City, State and Federal requirements to provide safe and accessible recreational opportunities for everyone, including persons with disabilities. Licensee is encouraged to exceed accessibility requirements whenever possible and not simply provide the minimum level required. Such accessibility shall be clearly indicated by signs and included in all of Licensee’s advertising. Licensee shall include in its advertising and promotion program a plan that describes how it intends to make facilities and services available at the Licensed Premises readily accessible and useable by individuals with disabilities. Such plan shall provide for compliance with the applicable provisions of the Americans with Disabilities Act and any other similarly applicable legislation.

9.11 Pursuant to a plan approved in writing by Parks, during each Operating Season the Licensee, at its sole cost and expense, shall be responsible for all security at the Licensed Premises and surrounding parkland and shall provide for a twenty-four (24) hour per day security system at the Licensed Premises in accordance with plans that have received the prior written approval of Parks. The Licensed Premises and any other equipment used shall be secured every evening before closing for the day in a manner reasonably approved by the Commissioner.

9.12 (a) Licensee shall promptly notify Parks, in writing, of any claim for injury, death, property damage or theft asserted against Licensee with respect to the Licensed Premises. Licensee shall also designate a person to manage all such claims, including all insured claims for loss or damage pertaining to the operations of the Licensed Premises. Licensee shall notify Parks in writing as to said person's name and address.

(b) Licensee shall immediately notify Parks of major accidents or unusual incidents occurring on the Licensed Premises.

9.13 Licensee shall promptly notify the Commissioner of any unusual conditions that may develop with respect to the Licensed Premises in the course of the operation of this License such as, but not limited to, fire, flood, casualty and substantial damage of any character.

9.14 Licensee shall maintain close liaison with the Parks Enforcement Patrol (“PEP”) and New York City Police Department (“NYPD”). Licensee shall cooperate with all efforts to enforce Parks’ Rules and Regulations at the Licensed Premises and adjacent areas. Licensee shall use its commercially reasonable efforts to prevent illegal activity on the Licensed Premises and shall immediately report any illegal activity to the police upon becoming aware of the same.

9.15 (a) Licensee may establish an advertising and promotion program, subject to Parks' prior written approval, not to be unreasonably denied or delayed. Licensee shall have the right to print or to arrange for the printing of programs or brochures containing any advertising matter except advertising which contains tobacco, non-tobacco smoking product, electronic cigarette or alcoholic beverage advertising, which is false or misleading, which promotes unlawful or illegal goods, services, or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11. Subject to Section 35.2 herein, Licensee may release news items to the media as it sees fit. If the Commissioner in Commissioner's reasonable discretion, however, finds any advertising or other news releases to be unacceptable, then Licensee shall cease or alter such advertisements or news releases as directed by the Commissioner.

(b) The Commissioner shall have prior written approval (which approval shall not be unreasonably withheld or delayed) as to design and distribution of all advertising and promotional materials. The Commissioner shall have prior written approval as to design and distribution of all advertising and promotional materials containing City Property or the Artwork, such as season brochures, which approval shall be exercised within a reasonable period of time following such request.

(c) All advertising utilized at the Licensed Premises is subject to Parks' prior written approval (which approval shall not be unreasonably withheld or delayed). Licensee shall not advertise any product brands without Parks' prior written approval (which approval shall not be unreasonably withheld or delayed). Licensee is prohibited from displaying, placing or permitting the display or placement of advertisements in the Licensed Premises without Parks' prior written approval.

9.16 The design, placement and content of all signage, including signage which includes Licensee's name, trade name(s) and/or logo(s), is subject to Parks' prior written approval. Any and all signage is subject to Parks' prior written approval.

9.17 Licensee must obtain Parks' prior written approval (which approval shall not be unreasonably withheld or delayed) before entering into any marketing or sponsorship agreement. In the event Licensee breaches this provision, Parks shall direct the Licensee to take any action that the City may deem necessary to protect the City's interests.

9.18 Should the Commissioner reasonably determine that Licensee is not operating the Licensed Premises in a satisfactory manner, the Commissioner may in writing order Licensee to improve operations or correct such conditions, as the Commissioner may deem unsatisfactory. In the event that Licensee fails to comply with such written notice or respond in a manner reasonably satisfactory to the Commissioner within the reasonable timeframe set forth in said notice, subject to delays beyond the reasonable control of Licensee, notwithstanding any other provisions herein, then the Commissioner may terminate this License.

9.19 RESERVED

9.20 Licensee shall not use or permit the storage of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or similar substances or explosives of any kind or any substances or items prohibited in the standard policies of insurance companies in the State of New York.

9.21 Licensee shall operate the Licensed Premises in accordance with all applicable FDNY Codes.

9.22 Parks' inspectors shall visit the Licensed Premises unannounced to inspect operations, ensure proper maintenance of the Licensed Premises and determine whether or not Licensee follows the terms of this License Agreement. Based on their inspections, if Licensee fails to provide the cleaning, maintenance, and operational services required by this License, Parks shall notify Licensee in writing, and Licensee shall be required to correct such shortcomings within the timeframe set forth in such notice. If Licensee fails to cure the violation within the time frame set forth in the notice, Parks may, at its option, in addition to any other remedies available to it, assess Licensee as liquidated damages payable to Parks Five Hundred Dollars (\$500.00) per day with respect to each violation of the License, until the shortcomings have been corrected, and/or suspend or terminate this License.

If an assessment is received for a violation, there is a process by which the assessment may be appealed if Licensee feels that the assessment has been assessed in error. The procedure is outlined below:

(a) Filing an Appeal

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

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

(b) Adjudication of Appeal

(1) The appeal shall be sent to the Director of Operations Management & Planning, whose office is located at the Arsenal, 830 Fifth Avenue, New York, NY 10065. The Commissioner has designated the Director of Operations Management & Planning to decide on the merits of these appeals. The decision of the Director of Operations Management & Planning shall constitute Parks' final decision.

(2) The Director of Operations Management & Planning is authorized to investigate the merits of the appeal but is not required to hold a hearing or to speak to Licensee in person.

9.23 Licensee recognized that this License Agreement does not grant Licensee exclusive rights to sell in the park in which the Licensed Premises are located. Moreover, Parks may grant other licenses or permits to vendors to sell the same or similar items authorized under this License Agreement within the same park as that in which the Licensed Premises are located. Parks does not guarantee that illegal vendors, persons unauthorized by Parks or disabled veteran vendors will not compete with Licensee or operate near the Licensed Premises. Parks encourages concessionaires to report illegal vendors by calling 311.

9.24 Parks makes no representations that there is adequate storage at the Licensed Premises. Licensee, at its sole expense, will be responsible for the storage of all equipment and personal property. Licensee shall be responsible for, at its sole cost and expense, obtaining any additional storage space required for the operation of the concession granted hereby. Licensee shall not store any equipment or supplies at the Licensed Premises without Parks' prior written approval. No item shall be placed upon any public space, including the ground adjacent to the Licensed Premises without Parks' prior written approval, which shall not be unreasonably withheld or delayed. Licensee will be required to secure all outdoor equipment, if any, on a nightly basis and anytime the concession granted hereby is closed.

9.25 Licensee shall have a sufficient number of staff available at the Licensed Premises during regular operating hours to ensure proper operation of the concession granted hereby. Licensee shall provide a copy of Licensee's staffing plan to Parks upon receipt of written notice to proceed.

9.26 At Parks' request, Licensee shall sell Parks related merchandise produced by vendors authorized by the City of New York.

9.27 Reserved.

9.28 Licensee shall notify the Commissioner within five (5) business days of any tentative schedules of private use of the Licensed Premises which would close the Licensed Premises to the general public, in which such approval by the Commissioner, shall not be unreasonably withheld or delayed. In no event shall the Licensed Premises be closed to conduct private activities during the general public hours of use, as defined under Parks' rules and regulations, except when such activities are specifically approved in advance or is sponsored by Parks. Any closure of the Licensed Premises, during public hours of use, must be announced to the general public, by posting notifications of such closure, at the Licensed Premises at least five (5) business days in advance.

9.29 Licensee must make every effort to ensure that any and all sound and/or music from its operation of the Concession is in such a manner so as to avoid or minimize disturbance to the surrounding community. Amplified sound and music must not exceed the decibel level allowed by City noise regulations. Any musical programming or other types of entertainment must end no later than 10pm. A cabaret license will be strictly prohibited at the Licensed Premises.

9.30 Licensee, or Sublicensee(s) approved by Parks, may sell alcoholic beverages at the Licensed Premises, provided that Licensee or such Sublicensee shall, prior thereto, obtain at its sole expense, all permits and licenses applicable to the sale of alcoholic beverages from the New York State Liquor Authority and any other governmental agency having jurisdiction thereof.

Alcoholic beverages must be consumed within the designated areas of the Licensed Premises, subject to the prior approval of Parks.

ARTICLE 10: MAINTENANCE AND REPAIR

10.1 Licensee shall provide maintenance and repair of the Licensed Premises and comply with the standards as set forth in the Maintenance and Operation Agreement. A copy of the Maintenance and Operation Agreement is attached hereto as **Exhibit A**.

10.2 Licensee shall, at its sole cost and expense, operate and maintain the Licensed Premises in a good, clean, and orderly condition, ordinary wear and tear excepted, and shall be responsible for all daily maintenance of the Licensed Premises during the Operating Season to the reasonable satisfaction of the Commissioner. Any and all such maintenance and repair shall be performed in a good and workman-like manner.

10.3 Such maintenance shall include, but not be limited to:

(a) Cleaning.

(i) Licensee shall keep the Licensed Premises and the area within one hundred (100) feet of the Licensed Premises, neat and clean, free of all waste, garbage, refuse, rubbish, litter, dirt, debris, and obstructions at all times. Licensee shall have any of its receptacles emptied each day there is an event during the Operating Season. Rubbish removal schedules, and the location and placement of all waste receptacles, are subject to Parks' prior written approval;

(ii) Licensee shall maintain the cleanliness of all walkways, sidewalks, improvements, and facilities, on the Licensed Premises;

(iii) At its sole cost and expense, Licensee shall keep all signs and structures in good condition and shall remove any and all graffiti that may appear on the buildings and structures on the Licensed Premises during the Term of this License. Such graffiti removal shall be commenced promptly after the appearance of any such graffiti and shall continue until such graffiti is removed; and,

(iv) Licensee shall provide regular cleaning and maintenance schedules, which are subject to Parks' reasonable approval (which approval shall not be unreasonably withheld or delayed).

(b) Recycling.

(i) In compliance with all City, State, and Federal regulations regarding recycling, Licensee shall provide patrons with appropriately labeled, sized, and well-positioned recycling bins or receptacles for glass, metal, and plastic, and bins or receptacles for paper and cardboard. Licensee shall provide adequate recycling receptacles, approved by Parks, and have those receptacles emptied after each live event during the Operating

Season. The location and placement of all recycling receptacles is subject to Parks' reasonable prior written approval (which approval shall not be unreasonably withheld or delayed).

(c) Pest Control.

(i) Licensee shall conduct regularly scheduled pest control inspections and extermination at the Licensed Premises and its adjacent areas, as needed. All pest control methods are subject to the prior written approval of Parks. To the extent Licensee applies pesticides to the Licensed Premises, Licensee, or any subcontractor hired by Licensee, shall comply with Chapter 12 of Title 17 of the New York City Administrative Code and limit the environmental impact of its pesticide use.

(d) Other Maintenance.

(i) Licensee shall maintain all equipment and areas of the Licensed Premises in good condition and good working order at all times.

10.4 Licensee shall periodically inspect the Licensed Premises, and shall promptly notify Parks of any known hazardous condition(s) and institute reasonable measures to protect the public from harm, including, but not limited to, the erection of warning signs and temporary barriers. Should the Commissioner, in the Commissioner's sole judgment, decide that an unsafe or emergency condition exists at the Licensed Premise, after written notification, Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. During this period, the Commissioner may require a partial or complete suspension of use of the affected area. If such unsafe or emergency condition cannot be remedied within the specified time frame, the Licensee shall notify the Commissioner in writing and indicate the amount of time needed to correct such condition. The Commissioner, in the Commissioner's sole discretion, may extend such period of time in order to permit Licensee to cure the unsafe or emergency condition, under such terms and conditions as appropriate, such consent not to be unreasonably withheld or delayed.

ARTICLE 11: MAINTENANCE AND REPAIR STANDARDS

11.1 Licensee shall perform, or cause to be performed, maintenance and repair activities to the reasonable satisfaction of the Commissioner. Notwithstanding this provision, Licensee shall maintain the Licensed Premises in accordance with Parks' standards and/or any other standards that Parks may require in the future.

11.2 Licensee shall, at all times, operate and occupy the Licensed Premises in accordance with all applicable law and the provisions of any required licenses or permits, and shall, at its sole cost and expense, obtain all licenses and permits that may be required to operate the Concession in accordance with applicable law.

ARTICLE 12: EXCESS REVENUE

12.1 In no event shall Licensee's Gross Receipts during any fiscal year exceed Licensee's expenses under the Maintenance and Operation Agreement (the "Difference"). If at any time

revenue received from the operation of the License is projected by Parks to exceed the Difference, Parks shall direct Licensee to implement a plan to provide additional BRIC Celebrate Brooklyn! related services, including but not limited to additional free events, subject to the prior written approval of the Commissioner. Failure of Licensee to comply with such written directive within the time frame specified therein shall be deemed a material breach of this License and as such will be subject to immediate termination. The right to terminate the Agreement pursuant to this Article 12.1 is in addition to any other rights to terminate set forth in this Agreement. Operating Costs shall include any and all administrative expenses directly related to the cost of events at the Bandshell and operation and maintenance of the Bandshell, including, but not limited to:

- (a) any allocation of Licensee's office rent or overhead;
- (b) any portion of the salary of the Executive Director or development or marketing professionals employed by Licensee; and,
- (c) any other cost, such as insurance, which is expressly stated to be a cost to be borne by Licensee pursuant to this License.

12.2 No later than sixty (60) days after the end of each Operating Season, Licensee shall deliver to Parks an accounting setting forth its calculation of annual Operating Costs, Other Revenue Sources, and revenue received by Licensee from the operation of this Concession and the BRIC Celebrate Brooklyn! Festival for the preceding Operating Season, in accordance with Article 20 herein.

12.3 Licensee shall present to Parks annually a report of Licensee's Excess Revenues (as defined in Section 3.1(f)) from the previous operating year. Such report shall be furnished, beginning in the second (2nd) Operating Year, no later than October 31st of each year.

12.4 Licensee shall account for any Excess Revenues for any Fiscal Year and any disbursements therefrom in its report in a clearly identifiable manner. Any Excess Revenues shall be used exclusively to pay: (i) accumulated Operating Costs incurred in the prior Fiscal Year; or (ii) Operating Costs incurred in any subsequent Fiscal Year, subject to submission to Parks of the report described in Section 5.1.

ARTICLE 13: SIGNS

13.1 Pursuant to the provisions of the Maintenance and Operation Agreement, Licensee shall display, at its sole cost and expense and with the Commissioner's reasonable approval, such signs as may be needed to guide and inform the public as to the location, purpose, hours of operation, and related fees of the Bandshell. Licensee shall maintain such signs in good condition and repair and shall also include the Parks logo and indicate that the Bandshell is operated by Licensee through a license agreement with Parks. All signs must face inward towards the Bandshell and not out towards the other areas of Prospect Park except those required for directional or instructional purposes.

13.2 Pursuant to the provisions of the Maintenance and Operation Agreement, Licensee shall, at its sole cost and expense, post throughout the Licensed Premises such signs as may be necessary to direct patrons to its services and facilities. Such signs shall include the necessary wording and arrows to direct patrons to Licensee's attendants. Licensee shall obtain any necessary approvals or permits from any governmental agency with jurisdiction over any nearby highways, streets, or other specified location contemplated for the placement of any signs off-site of the Licensed Premises. The design and content of all such signs, whether on or off Parks' property, are subject to Commissioner's prior written approval (which approval shall not be unreasonably withheld or delayed).

ARTICLE 14: TRADEMARK OWNERSHIP

14.1 Licensee agrees that by virtue of this Agreement it does not and shall not claim any right, title, or interest in the any other names, trademarks, service marks, copyrights, patents, trade names, service names, logos, domain names, identifiers, images, and other intellectual property that identify Parks, including Parks' signage and the distinctive Parks leaf logo (collectively, "City Property"), or any other intellectual property right owned or claimed by the City or any part thereof (except the right to use them in accordance with this Agreement), and that any and all uses thereof by Licensee shall inure to the benefit of the City, to the extent that such uses incorporate City Property. Licensee acknowledges the City's sole right, title, and interest in and to, and ownership of the City Property and the validity of the trademarks and service marks that are part of the City Property and the City's rights therein. Licensee agrees it will not raise or cause to be raised any challenges, questions, or objections to the validity, registrability, or enforceability of the City Property; to Article 14 and Article 15 herein; or to the validity of the City Property and the City's rights therein, and shall not contest such right and title, nor do or permit to be done any act or omission which will in any way impair the rights of the City with respect to such City Property to the extent that it incorporates City Property. Any failure to do so shall constitute a material breach of this Agreement by Licensee and be cause for immediate termination.

14.2 Licensee agrees to reasonably assist the City in protecting the City's rights to the City Property, including but not limited to reporting to the City any infringement or imitation of the City Property. The City shall have the sole right to determine whether to institute litigation with respect to such infringements of City Property to the extent that it incorporates City Property, as well as the right to select counsel to represent the City in such litigation. The City may commence or prosecute any claims or suits for infringement of the City Property to the extent that it incorporates City Property in its own name or, with Licensee's prior written approval, in the name of Licensee or with Licensee's prior written approval, join Licensee as a party thereto. If the City brings an action against any infringement of the City Property related in any way to this License Agreement, Licensee shall cooperate with the City at its own cost and Licensee shall have the right to select counsel to represent Licensee in such litigation.

14.3 If claims are made against the City, or Licensee with respect to the use of the City Property, then the Parties agree to consult with each other on a suitable course of action. In no event shall Licensee, without the prior written consent of the City, have the right to acknowledge the validity of the claim of such party, to obtain or seek a license from such party, or to take any other action which might impair the ability of the City to defend or otherwise contest the claim of such party.

The City shall have the right to participate at its own expense in the defense of any claims or suit instituted against Licensee with respect to the use by Licensee.

14.4 Licensee agrees to make modifications requested by the City in Licensee's use of the City Property if the City, in its sole discretion, determines such action to be necessary or desirable to resolve or settle a claim or suit or to eliminate the threat of a claim or suit by any party.

ARTICLE 15: GOODWILL

15.1 Licensee recognizes and acknowledges that the City Property and the City's name and reputation are the exclusive property of the City and that they communicate to the public, worldwide, a reputation for high standards of quality and service, which reputation and goodwill have been and continue to be unique to the City. Licensee further recognizes and acknowledges that the City Property has acquired secondary meaning in the mind of the public. The City Property shall not be used in connection with any illegal, illicit or immoral purpose or activity, or in any manner which would be inconsistent with or damaging to the City's name and reputation. The City shall have the right to terminate the license granted by this section immediately, upon written notice to Licensee, in the event that any part of the City Property is used by Licensee (a) in connection with any illegal, illicit or immoral activity, or (b) in any way which, in the reasonable judgment of the Commissioner, is inconsistent with or damaging to the City's name or reputation. Licensee acknowledges that such uses shall cause immediate and irreparable harm to the City and the City shall be entitled to equitable relief in the event that use of City Property does not immediately cease upon termination or expiration of this Agreement. Any failure to do so shall constitute a material breach of this Agreement by Licensee and be cause for immediate termination. The right to terminate the Agreement pursuant to this Section 15.1 is in addition to any other rights to terminate set forth in this Agreement.

15.2 Licensee shall use the City Property only in the manner specified by the City. Licensee acknowledges and agrees that all use of and goodwill in the City Property shall inure to the sole benefit of the City. Except for the rights granted under this Agreement, Licensee shall not acquire any rights in the City Property by virtue of any use it makes of the City Property. Licensee shall not attempt to register the City Property alone or as part of any other trademark, service mark, trade name, or corporate identifier (including without limitation its own trademark), nor shall Licensee use, adopt as its own, or attempt to register any marks, names, domain names, designations, or indicia that are the same as or similar to the City Property except to the extent that such use is preapproved in advance in writing by the City and any marks, names, domain names, designations or indicia that are the same as or similar to the City Property are used, adopted or registered for the benefit of the City, and are assigned to the City, at the expiration or termination of this Agreement.

15.3 Licensee agrees not to use any artwork or other materials conceived under or resulting from this Agreement, including but not limited to copyrighted materials and trademarks, trade names, service marks, service names and trade dress and the like, photographs, sound and/or video recordings, films, broadcasts, brochures, printed material, or any other tangible work in any media (including but not limited to social media) or format, now known or hereafter discovered, as well as copies of any of these, whether developed by Licensee or on behalf of Licensee, without prior

approval of the City, whose approval shall not be unreasonably withheld or delayed. The foregoing shall not apply to the Licensee's right to record performances at the Licensed Premise and exploit such performances, provided the City Property, if any, embodied in such recordings shall appear solely in the manner in which such City Property appears on any signage at the Licensed Premises as permitted hereunder and Licensee provides City with a perpetual royalty free license to use any such recordings for similar such City purposes. However, if Licensee can demonstrate to the City's reasonable satisfaction that Licensee cannot secure clearances from any applicable third parties with respect to third party owned materials, then City and Licensee will in good faith negotiate regarding how to address such a circumstance. In the event of a non-public event that is created entirely by Licensee, the Parties will negotiate in good faith regarding the rights concerning such event if City Property is involved.

15.4 Licensee acknowledges that, from time to time and without notice to Licensee, it may be necessary or desirable for the City to modify certain elements of the City Property, to include additional elements to the City Property, or to discontinue use of some or all of the elements of the City Property. Accordingly, the City does not represent or warrant that the City Property or any elements thereof will be maintained or used in any particular fashion by the City. Any new elements or modifications to existing elements used by the City following the execution of this Agreement may be included in, or deleted from (as applicable), the City Property at the sole discretion of the City. Licensee agrees to comply with the City's written request to include such elements as, or to delete such elements from, the City Property within a reasonable period of time from Licensee's receipt of such written request. The Parties shall mutually agree on the manner in which such request shall be implemented.

ARTICLE 16: PROHIBITIONS ON USE

16.1 Nuisance and Waste. Licensee shall not create or suffer to be created any nuisance or danger to the public safety or public property in, on or around the Licensed Premises and shall not commit or cause any waste, damage, disfigurement, or injury to the Licensed Premises.

16.2 Licensee should be aware that the City is the trademark owner of various marks and has licensed the use of those trademarks for use on certain designated merchandise. As such, the following terms and conditions shall apply:

(a) If the Licensee wants to sell merchandise that uses the City's trademark, Licensee shall purchase such merchandise from authorized licensees of the City of New York, or Licensee shall enter into a licensing agreement with New York City Tourism + Conventions that allows Licensee to produce and sell Licensee's own merchandise; and,

(b) The knowing sale of counterfeit or unlicensed merchandise by this Licensee will result in immediate termination of this License Agreement.

16.3 Parks will not permit the sale of merchandise promoting sports figures, cartoon characters, commercial products, or non-park-related events.

16.4 Licensee shall not use or allow the Licensed Premises to be used or occupied for any unlawful purpose or in violation of the provisions on the use of the Licensed Premises as set out in this License.

ARTICLE 17: INSURANCE

17.1 Licensee's Obligation to Insure:

(a) From the date this License is executed through the date of its expiration or termination, the Licensee shall ensure that the types of insurance indicated in this Article are obtained and remain in force, and that such insurance adheres to all requirements herein. The City may require higher liability limits, provided they are commercially reasonable, if, in the Commissioner's opinion, Licensee's operations warrant it.

(b) The Licensee is authorized to undertake or maintain operations under this License only during the effective period of all required coverage.

17.2 Commercial General Liability Insurance:

(a) The Licensee shall maintain Commercial General Liability insurance in the amount of **Three Million Dollars (\$3,000,000.00)** per occurrence for bodily injury (including death) and property damage and **One Million Dollars (\$1,000,000.00)** per occurrence for personal and advertising injury. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Licensed Premises and such per-location aggregate shall be at least **Three Million Dollars (\$3,000,000.00)**. This insurance shall protect the insureds from claims that may arise from any of the operations under this License. Coverage 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 the Commissioner, and shall be "occurrence" based rather than "claims-made."

(b) Such Commercial General Liability insurance shall name the City and the Prospect Park Alliance ("PPA"), together with their respective officials and employees, as an **Additional Insured** for claims that may arise from any of the operations under this License. Coverage shall be at least as broad as the most recent editions of ISO Form CG 20 26 and CG 20 37, and the limits for the City and PPA shall be no lower than Licensee's. "Blanket" or other forms are acceptable if they provide the City and PPA, together with their respective officials and employees, with coverage at least as broad as ISO Forms CG 20 26 and CG 20 37.

17.3 Workers Compensation Insurance, Employers Liability and Disability Benefits Insurance:

(a) The Licensee shall maintain Workers' Compensation Insurance, Employers Liability Insurance and Disability Benefits Insurance on behalf of, or with regard to, all employees involved in the Licensee's operations under this License, and such insurance shall comply with the laws of the State of New York.

17.4 Commercial Automobile Liability Insurance:

(a) With regard to all operations under this License, in the event that vehicles are brought onto the Licensed Premises or used in Licensee's operations, Licensee shall maintain or cause to be maintained Commercial Automobile Liability Insurance in the amount of at least one million dollars (\$1,000,000.00) for each accident (combined single limit) for liability arising out of the ownership, maintenance or use of any owned, non-owned, or hired vehicles. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.

(b) If vehicles are used for transporting hazardous materials, such 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.

17.5 Liquor Law Liability Insurance

(a) In the event the Licensee shall serve alcohol on the Licensed Premises, the Licensee shall carry or cause to be carried liquor law liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and name PPA and the City as additional insureds pursuant to ISO Form CG 20 26. Such insurance shall be effective prior to the commencement of any such service of alcohol and continue throughout such operations.

(b) In the event the Licensee shall permit sublicensees or others to serve alcohol on the Licensed Premises, the Licensee shall carry or cause each such person to carry liquor law liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and name Licensee, PPA and the City as additional insureds pursuant to ISO Form CG 20 26. Such insurance shall be effective prior to the commencement of any service of alcohol by such person on the Licensed Premises and continue throughout such operations.

17.6 General Requirements for Insurance Coverage and Policies:

(a) Policies of insurance required under this Paragraph shall be provided by companies that may lawfully issue such 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 the Commissioner.

(b) Policies of insurance required under this Paragraph shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

(c) Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that Licensee can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

(d) There shall be no self-insurance program with regard to any insurance required under this Paragraph unless approved in writing by the Commissioner. Under no circumstances shall the City be responsible for the payment of any self-insured retention (or any other aspect of a self-insurance program). Further, Licensee shall ensure that any such self-insurance program

provides the City with all rights that would be provided by traditional insurance under this Article, including, but not limited to, the defense and indemnification obligations that insurers are required to undertake in liability policies.

(e) The City's limits of coverage for all types of insurance required under this Article shall be the greater of:

(i) The minimum limits set forth in this Article; or,

(ii) The limits provided to the Licensee under all primary, excess, and umbrella policies covering operations under this License.

(f) All required policies, except for Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, shall contain an endorsement requiring that the issuing insurance company endeavor to provide the City with advance written notice in the event such policy is to expire or be cancelled or terminated for any reason, and to mail such notice to both the **Commissioner, New York City Department of Parks & Recreation, 830 Fifth Avenue, New York, NY 10065, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New, York, NY 10007.** Such notice is to be sent at least thirty (30) days before the expiration, cancellation, or termination date, except in cases of non-payment, where at least ten (10) days written notice would be provided.

(g) All required policies, except Workers' Compensation Insurance, Employers Liability Insurance and Disability Benefits Insurance, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

17.7 Proof of Insurance:

(a) Certificates of Insurance for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to or upon execution of this License.

(b) For Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance policies, the Licensee shall submit one of the following:

(i) C-105.2 Certificate of Worker's Compensation Insurance;

(ii) U-26.3 – State Insurance Fund Certificate of Workers' Compensation Insurance;

(iii) Request for WC/DB Exemption (Form CE-200);

(iv) Equivalent or successor forms used by the New York State Workers' Compensation Board; or,

(v) Other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of Workers' Compensation coverage.

(c) For all insurance required under this Article other than Workers' Compensation, Employers Liability and Disability Benefits, the Licensee shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall:

(i) Certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and,

(ii) Be accompanied by the provision(s) or endorsement(s) in the Licensee's policy/ies, including its general liability policy, by which the City has been made an Additional Insured or Loss Payee, as required herein. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form annexed in **Exhibit F** or as otherwise required by the Commissioner or certified copies of all policies referenced in such Certificate of Insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

(d) Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner before the expiration date of coverage of all policies required under this License. Such Certificates of Insurance shall comply with subparagraphs (c) (i) and (ii) directly above.

(e) The Commissioner's acceptance or approval of a Certificate of Insurance or any other matter does not waive Licensee's obligation to ensure that insurance fully consistent with the requirements of this Paragraph is secured and maintained, nor does it waive Licensee's liability for its failure to do so.

(f) The Licensee shall promptly provide the City with a copy of any policy of insurance required under this Article upon the Commissioner or the New York City Law Department's request.

17.8 Miscellaneous:

(a) The Licensee may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

(b) The Licensee shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which they are subject, whether or not the City is an insured under the policy.

(c) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Paragraph, the Licensee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this License, including notice to Commercial General Liability insurance carriers

for events relating to the Licensee's own employees, no later than twenty (20) days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged, or lost. The Licensee shall simultaneously send a copy of such notice to:

City of New York Law Department
c/o Insurance Claims Specialist
Affirmative Litigation Division
100 Church Street
New York, NY 10007

(d) The Licensee's failure to secure and maintain insurance in complete conformity with this Paragraph, or to give the insurance carrier timely notice on behalf of the City, or to do anything else required by this Paragraph shall constitute a material breach of this License. Such breach shall not be waived or otherwise excused by the City's action or inaction at any time.

(e) Insurance coverage in the minimum amounts provided for in this Article shall not relieve the Licensee of any liability under this License, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this License or the law.

(f) In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Paragraph, the Licensee shall at all times fully cooperate with the City with regard to such potential or actual claim.

(g) Apart from damages or losses covered by Workers' Compensation Insurance, Employers Liability Insurance, Disability Benefits Insurance, or Commercial Automobile Insurance, the Licensee waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Paragraph, whether or not such insurance is actually procured or claims are paid thereunder, or any other insurance applicable to the operations of the Licensee and/or its employees, agents, or servants of its contractors, or subcontractors.

(h) Licensee shall require its construction contractors that perform construction on the Licensed Premises to maintain Commercial General Liability Insurance in accordance with Section 17.2, and such insurance shall include City, together with its officials and employees, as Additional Insureds with coverage at least as broad as ISO Forms CG 20 26 and CG 20 37. In the event Licensee requires any other entity, by contract or otherwise, to procure insurance with regard to any operations under this License Agreement and requires such entity to name Licensee as an Additional Insured under such insurance, Licensee shall ensure that such entity also names City, together with its officials and employees, as Additional Insureds (with coverage for Commercial General Liability Insurance) at least as broad as ISO form CG 20 26).

(i) [Intentionally Omitted].

(j) If the Licensee receives, notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be cancelled or terminated (or has expired or been cancelled or terminated), for any reason, the Licensee shall immediately forward a copy of such notice to both the Commissioner, New York City Department of Parks & Recreation, 830 Fifth Avenue, New York, NY 10065, and the New York City Comptroller, attn.: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, NY 10007. Notwithstanding the above, the Licensee shall ensure that there is no interruption in any of the insurance coverage required under this Article.

ARTICLE 18: RESPONSIBILITY FOR SAFETY, INJURIES OR DAMAGE, AND INDEMNIFICATION

18.1 Licensee Responsibility

(a) Licensee shall be solely responsible for the safety and protection of its employees, agents, servants, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its contractors or subcontractors.

(b) Licensee shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this License.

(c) Licensee shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this License, whether or not due to the negligence of the Licensee, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, contractors, subcontractors, or any other person.

(d) Licensee shall use the Licensed Premises in compliance with, and shall not cause or permit the Licensed Premises to be used in violation of, any and all Federal, State or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to Licensee or the Licensed Premises (collectively “Environmental Laws”). Except as may be agreed by the City as part of this License, Licensee shall not cause or permit, or allow any of Licensee’s personnel to cause or permit, any Hazardous Materials to be brought upon, stored, used generated, treated or disposed of on the Licensed Premises. As used herein,

“Hazardous Materials” means any chemical, substance or material, which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

18.2 Indemnification and Related Obligations

(a) To the fullest extent permitted by law, Licensee shall indemnify, defend and hold the City and PPA, and their respective officials and employees, harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements) arising out of or related to any of the operations under this License (regardless of whether or not Licensee itself had been negligent) and/or Licensee's failure to comply with the law or any of the requirements of this License. Insofar as the facts or law relating to any of the foregoing would preclude the City or PPA, or their respective officials and employees, from being completely indemnified by Licensee, the City and PPA, and their officials and employees, shall be partially indemnified by Licensee to the fullest extent permitted by law.

(b) The Licensee's obligation to defend, indemnify and hold the City and PPA and their respective officials and employees harmless shall not be (i) limited in any way by the Licensee's obligations to obtain and maintain insurance under this License, nor (ii) adversely affected by any failure on the part of the City, PPA, and/or their respective officials and employees to avail themselves of the benefits of such insurance..

ARTICLE 19: ASSUMPTION OF RISK

19.1 Licensee assumes all risk in the operation of this License.

ARTICLE 20: INSPECTION AND AUDITS

20.1 Licensee will make available, upon reasonable prior notice, at its principal place of business, for audit, inspection or removal of copies by Parks, the Comptroller, and a Parks-authorized independent auditor, Licensee's books and records relating to the performance of this Agreement, including, but not limited to, the following:

(a) Revenue and expenditures, annual budget, bi-weekly payroll recap, fringe benefits, books, accounts, canceled checks, and all other fiscal records;

(b) Staff and salary roster, including salary changes and adjustments;

(c) Internal and external audits completed within the last three (3) years;

(d) Minutes of meetings of the Board of Directors;

(e) Programs, research, and other reports and publications in connection with Licensee's responsibilities at the Licensed Premises pursuant to this Agreement; and,

(f) Registration and attendance records of Licensee's sponsored programs and any other matters relating to the performance of and compliance with this Agreement, or with any laws or regulations governing the Licensee's conduct under this Agreement.

20.2 Licensee will establish and maintain accurate records and accounts, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this License and any revenue generated pursuant to this Agreement. Such records and accounts shall conform to generally accepted accounting principles ("GAAP").

20.3 Licensee shall use accounting and internal control methods and procedures and keep additional books and records as may be reasonably prescribed by Parks or the Comptroller. Parks or the Comptroller shall have the right to examine Licensee's record keeping procedures before the commencement of the Term, and at any other subsequent time to assure that the procedures are adequate to reveal the true, correct and entire business conducted by Licensee.

20.4 Licensee's failure or refusal to furnish any of the statements required to be furnished under this Section within thirty (30) days after its due date, the failure or refusal to maintain adequate internal controls or to keep any of the records required by this Paragraph after receiving Parks or the Comptroller's prior written notice, or the existence of any unexplained discrepancy, as disclosed by audit conducted by Parks or the Comptroller, the results of which are provided by written notice to Licensee in each instance, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default under this Agreement, which shall entitle Parks, at its option, to terminate this License.

20.5 Licensee shall make available to the Comptroller, and Parks' auditor, on demand, all books, records, documents, and correspondence pertaining to the License Agreement, for the purpose of examination, audit, review, or any purpose deemed necessary by the Comptroller and Parks; provided, however, that Licensee shall not be obligated to make available for examination or copying the identities of Licensee's donors.

20.6 Notwithstanding the foregoing, the Parties acknowledge and agree that the Comptroller's powers, duties and obligations under the Charter provisions shall not be diminished, compromised or abridged in any way.

ARTICLE 21: NO REMOVAL OF RECORDS FROM THE LICENSED PREMISES

21.1 Where performance of this License may involve the use by Licensee of Parks' papers, files, data, or records at Parks' facilities or offices, Licensee shall not remove any such papers, files, data, or records, therefrom without the prior written approval of the Commissioner.

ARTICLE 22: RETENTION OF RECORDS

22.1 Licensee agrees to retain all books, records, and other documents relevant to this License for ten (10) years from the date of the creation of the record. City, State, and Federal auditors shall have full access to and the right to examine any of said materials during this period, upon reasonable prior notice.

ARTICLE 23: PERSONNEL

23.1 All experts, consultants, independent contractors, specialist, trainees, servants, agents and employees of Licensee who are employed by Licensee to perform work under this License Agreement are neither employees of the City or PPA, nor under contract to the City or PPA, and Licensee alone is responsible for their work, direction, compensation and personal conduct while engaged under this License Agreement. Nothing in this License Agreement shall impose any liability or duty on the City or PPA for acts, omissions, liabilities or obligations of Licensee or any person, firm, company, agency, association, corporation or organization engaged by Licensee as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent or for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security.

ARTICLE 24: NO DISCRIMINATION

24.1 Licensee shall not unlawfully discriminate against any employee, applicant for employment, or patron because of race, creed, color, national origin, age, sex, disability, marital status, or sexual orientation. Licensee shall comply with the Americans with Disabilities Act ("ADA") and regulations pertaining thereto as applicable. Any violation of this Article 24 shall be a material breach of this License. All advertising for employment shall indicate that Licensee is an Equal Opportunity Employer.

ARTICLE 25: WAIVER OF COMPENSATION

25.1 Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Bandshell, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Licensee hereby expressly releases and discharge the Commissioner, the Commissioner's agents, and the City from any and all demands, claims, actions, and causes of action arising from any of the aforementioned causes.

25.2 Licensee further expressly waives any and all claims for compensation, loss of profit, or refund of its investment, or any other payment whatsoever, in the event this License is terminated by the Commissioner earlier than the fixed Term because the Bandshell is required for any park or other public purpose, or because the License was terminated or revoked for any reason as provided herein.

ARTICLE 26: INVESTIGATIONS

26.1 (a) The parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York (hereinafter "State") or City 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, permit, or license that is the subject of the investigation, audit or inquiry.

(b) (i) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City, or any public benefit corporation organized under the laws of the State of New York; or

(ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City, the State, or any political subdivision thereof or any local development corporation within the City, then

(A) The Commissioner or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days' written notice to the parties involved to determine if any penalties should attach for the failure of any person to testify.

(B) If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to Section 26.1(d) below without the City incurring any penalty or damages for delay or otherwise.

(c) The penalties which may attach after a final determination by Commissioner or agency head may include but shall not exceed:

(i) The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person or entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(ii) The cancellation or termination of any and all existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling

the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by the City.

(d) The Commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in Section 26.1(d)(i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in Sections 26.1(d)(iii) and (iv) below in addition to any other information which may be relevant and appropriate.

(i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under (c) above, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in Section 26.1(b)(ii)(A) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potentially adverse impact a penalty will have on such person or entity.

(e) (i) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(ii) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(iv) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

(f) In addition to and notwithstanding any other provision of this License the Commissioner or agency head may in his or her sole discretion terminate this License upon not less than three days written notice in the event Licensee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money goods requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City of other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this agreement by the Licensee, or affecting the performance or this License Agreement.

ARTICLE 27: NOTICE

27.1 All notices from Licensee to Parks shall be in writing and delivered by mailing a copy of such notice by registered or certified mail, return receipt requested, or by hand delivering with confirmation of receipt, to the Office of the Revenue Division, New York City Department of Parks & Recreation, The Arsenal, Central Park, 830 Fifth Avenue, New York, New York 10065, or such other address as Parks may designate, with copies sent to Parks' General Counsel at the same address. All notices from Parks to Licensee shall be dispatched in the same manner, and delivered to Licensee at BRIC Arts | Media | Bklyn, Inc., 647 Fulton Street, Brooklyn, NY 11217, or such other address as may be notified from time to time. A courtesy copy of all notices to Licensee shall be delivered to The Austin Law Firm, PC, 3 Columbus Circle, 15th Floor, New York, NY 10019, Attn: Charles Austin, Esq.; email: ceaustin@usinternet.com. Notices shall also be given by electronic mail to the electronic mail addresses for each party provided at the beginning of this License Agreement.

ARTICLE 28: TERMINATION FOR CAUSE

28.1 Parks may terminate this License for cause as follows:

(a) Should Licensee materially breach or fail to comply with any of the provisions of this License or any Federal, State, or local law, rule, regulation, or order affecting the License or the BRIC Celebrate Brooklyn! Festival with regard to any and all matters, the Commissioner shall in writing order Licensee to remedy such breach or comply with such provision, law, rule, regulation, or order. In the event that Licensee fails to respond in a reasonable manner to the Commissioner, substantially comply with such written notice, or commence, in good faith and with due diligence, efforts to comply with such order within the time frame set forth in said notice from the mailing thereof, subject to unavoidable delays beyond reasonable control of Licensee and notwithstanding any other provisions herein, then this License may immediately terminate. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation, or order follows thereafter, the Commissioner, by notice in writing, may revoke and terminate this License. Such revocation and termination shall be immediately effective on the mailing thereof.

(b) The following shall constitute events of default for which this License may be terminated on one (1) day's notice:

(i) the appointment of any receiver of Licensee's assets;

(ii) the making of a general assignment for the benefit of creditors;

(iii) the occurrence of any act which operates to deprive Licensee permanently of the rights, powers and privileges necessary for the proper conduct and operation of the License; and,

(iv) the levy of any attachment or execution which substantially interferes with Licensee's operations under this License and which attachment or execution is not vacated, dismissed, stayed or set aside within a period of sixty (60) days.

(c) Nothing contained in Sub-paragraphs (a) or (b) above shall be deemed to imply or be construed to represent an exclusive enumeration of circumstances under which the Commissioner may terminate this License.

(d) Upon expiration or earlier termination of this License by the Commissioner, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment, or any other payment whatsoever against the Commissioner or City.

(e) In the event the Commissioner terminates this License for reasons related to Sub-paragraphs (a) or (b) above, any property of Licensee on the Licensed Premises may be held and used by Commissioner in order to operate the Concession during the balance of the Operating Season and may be held and used thereafter until all debts incurred by Licensee hereunder, at the time of termination of this License, are paid in full.

(f) Licensee agrees that upon the expiration or earlier termination of this License, it shall immediately cease all operations pursuant to this License and shall vacate the Licensed Premises without any further notice by City and without resort to any judicial proceeding by the City. Upon the expiration or earlier termination of this License, the City reserves the right to take immediate possession of the Licensed Premises.

(g) Licensee shall within thirty (30) days following the expiration or earlier termination of this License, remove all personal possessions from the Licensed Premises. Licensee acknowledges that any personal property remaining on the Licensed Premises after the expiration or earlier termination of this License is intended to be abandoned. Licensee shall remain liable to the City for any damages, including lost revenues and the cost of removal or disposal of property, should all possessions fail to be removed from the Licensed Premises within thirty (30) days following the earlier expiration or date of termination of this License. All obligation of Licensee hereunder will remain in effect until the Licensed Premises are fully vacated and all property has been removed.

(h) If this License is terminated as provided herein, Parks may, without notice, re-enter and repossess the Licensed Premises using such force for that purpose as may be necessary without being liable to indictment, prosecution, or damages therefore and may dispossess Licensee by summary proceedings or otherwise, without court order or other judicial approval.

ARTICLE 29: RESPONSIBILITY FOR PROPERTY AFTER TERMINATION

29.1 Licensee shall be held responsible for the condition of all property belonging to the City upon the earlier termination or expiration of this License, ordinary wear and tear excepted. Upon such earlier termination or expiration, Licensee shall quit the Licensed Premises and surrender all City property therein in good, clean, and orderly condition, ordinary wear and tear excepted.

ARTICLE 30: COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

30.1 Licensee shall faithfully perform and carry out the provisions of this License and cause its agents, employees, and invitees, to conform to all rules, regulations, and orders prescribed as of the date hereof or which may hereafter be reasonably prescribed by the Commissioner, provided Commissioner shall use reasonable efforts to give Licensee notice of any rules, regulations, or orders hereafter prescribed by Parks, and comply with all laws, regulations, rules, and orders of any kind whatsoever and of any agency or entity of government whatsoever applicable to the Bandshell and the Licensee's use and occupation thereof. This provision includes, but is not limited to, the Parks' Rules and Regulations as set forth in 56 RCNY §1-01 et seq., the New York State Not-for-Profit Corporation Law, applicable tax and labor laws relating to non-discrimination in employment, and laws protecting youths from child abuse and maltreatment.

ARTICLE 31: REPRESENTATIONS, WARRANTIES, AND COVENANTS

31.1 Licensee makes the following representations and warranties:

(a) Licensee is a not-for-profit corporation duly organized, validly existing and in good standing under the laws of the State of New York and has all requisite and authority to execute, deliver, and perform this License.

(b) This Agreement has been duly authorized by all necessary corporate action on the part of Licensee, has been duly executed and delivered by Licensee, and assuming due execution and delivery by the City, constitutes a legal, valid, binding, and enforceable obligation of Licensee.

(c) The execution and delivery of this License, and compliance with the provisions herein, do not and will not conflict with or constitute a violation of or default under Licensee's Certificate of Incorporation, by-laws, or any statute, indenture, mortgage, deed of trust, or other agreement or instrument to which Licensee is bound, or, to the knowledge of Licensee, any statute, order, rule, or regulation of any court, governmental agency or body having jurisdiction over Licensee or any of its activities or properties.

(d) Licensee has neither been asked to pay, offered to pay nor paid any illegal consideration, whether monetary or otherwise, in connection with the procurement of this License.

(e) Licensee has not employed any person to solicit or procure this License, and has not made and shall not make any payment of any commission, percentage, brokerage, contingent fee, or any other compensation in connection with the procurement of this License.

(f) Any business or trade name, which Licensee proposes to use in identifying the Licensed Premises or any part of the Licensed Premises shall be subject to the Commissioner's prior written approval (which shall not be unreasonably delayed or denied), provided, however, that the Commissioner hereby approves the use of the trade name "BRIC Celebrate Brooklyn!" Licensee represents and warrants that Licensee has all rights, title, and interest in the approved trade names above, or has acquired or properly licensed such right, title, and interest, and that to the extent Licensee shall cease to possess such right, title, or interest, it shall immediately notify Parks and cease to use such trade names in connection with the operations under this License Agreement.

31.2 Licensee covenants and agrees that during the Term, it shall maintain its corporate existence under the laws of the State of New York as a not-for-profit corporation, and shall maintain its tax exempt status pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

ARTICLE 32: CONFLICT OF INTEREST

32.1 Licensee represents and warrants that neither it nor any of its officers, trustees, members, partners, employees, or volunteers 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 interest or possible interest shall be employed by it. No elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this License which affects his or her personal interest or the interest of any corporation, partnership, or association in which he is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

ARTICLE 33: PROHIBITION AGAINST TRANSFER; ASSIGNMENTS AND SUBLICENSES

33.1 (a) Subject to the terms of this Article 33, Licensee shall not sell, transfer, assign, sublicense or encumber in any way this License, ten percent (10%) or more of the shares of or interest in Licensee, or any equipment furnished as provided herein, or any interest therein, or consent, allow or permit any other person or party to use any part of the Bandshell, buildings, space or facilities covered by this License, nor shall this License be transferred by operation of law, unless approved in advance in writing by Commissioner, it being the purpose of this License Agreement to grant this License solely to Licensee herein named.

(b) Should Licensee choose to assign or sublicense the management and operation of any element of the Bandshell to another party, Licensee shall seek the approval of the Commissioner by submitting a written request including proposed assignment documents as provided herein which approval shall not be unreasonably withheld or delayed. The Commissioner may request any additional information she deems reasonably necessary and Licensee shall promptly comply with such requests.

(c) The term "assignment" shall be deemed to include any direct or indirect assignment, sublet, sale, pledge, mortgage, transfer of or change in ten percent (10%) or more in stock or voting control of or interest in Licensee, including any transfer by operation of law. No sale or transfer of the stock of or interest in Licensee or its nominee may be made under any circumstance if such sale or transfer will result in a change of control of Licensee violative of the intent of this Article 33.

33.2 No assignment or other transfer of any interest in this License Agreement shall be permitted which, alone or in combination with other prior or simultaneous transfers or assignments, would have the effect of changing the ownership or control, whether direct or indirect, of ten percent or more of stock or voting control of Licensee in the Bandshell without the prior written consent of Commissioner, which shall not be unreasonably withheld. Licensee shall present to Commissioner the assignment or sublicense agreement for approval, together with any and all information as may be required by the City for such approval, including a statement prepared by a certified public accountant indicating that the proposed assignee or sublicensee has a financial net worth acceptable to the Commissioner together with a certification that it shall provide management control acceptable to the Commissioner for the management and operation of the Bandshell. The constraints contained herein are intended to assure the City that the Bandshell are operated by persons, firms and corporations, which are experienced and reputable operators and are not intended to diminish Licensee's interest in the Bandshell.

33.3 No consent to or approval of any assignment or sublicense granted pursuant to this Article 33 shall constitute consent to or approval of any subsequent assignment or sublicense. Failure to comply with this provision shall cause the immediate termination of this License. The right to terminate the License pursuant to this Section 33.3 is in addition to any other rights to terminate set forth in this License.

33.4 In the event that Parks authorizes Licensee to enter into a sublicense for operations at the Licensed Premises, the terms and conditions of any such sublicense shall be subject to the prior written approval of Parks (which approval shall not be unreasonable withheld or delayed). Any such sublicense which is authorized hereunder shall be subject and subordinate to the terms and conditions of this License and Licensee shall require the sublicensee to acknowledge in writing that it received a copy of this License and that it is bound by same. All provisions of this License applicable to Licensee with respect to the renovation, operation and maintenance of the Licensed Premises shall be equally applicable to any sublicensee. Licensee shall require any sublicensee to agree in writing that it will comply with Parks' directives and the provisions of this License applicable to Licensee with respect to the renovation, operation, and maintenance of the Licensed Premises, including, but not limited to, obtaining insurance required of Licensee under this License Agreement and indemnifying the City and PPA as set forth in Article 17 and Article 18 herein, and shall be responsible for assuring such compliance. If any sublicensee does not comply with this License insofar as applicable to it, Parks may direct Licensee to terminate that sublicensee's operations. No sublicense may be assigned without the prior written consent of Parks. Any subsequent sublicense agreement(s) will be subject to the terms and conditions as set forth in this License.

33.5 Licensee and proposed assignee/transferee shall comply with all applicable PASSPort procedures in connection with any such assignment/transfer.

ARTICLE 34: FEDERAL EMPLOYER IDENTIFICATION NUMBER

34.1 Licensee represents that it is not in arrears to the City upon any debt, contract, or taxes and is not a defaulter as surety or otherwise, upon any obligation to the City, and has not been declared not responsible, or disqualified, by any agency of the City, nor is there any proceeding pending relating to the responsibility or qualification of Licensee to receive public contracts or concessions. The Federal Employer Identification Number of Licensee is 11-2547268.

ARTICLE 35: PARKS' RESERVATION OF RIGHTS AND INTERESTS

35.1 Public Events. The parties to this License will give each other timely written notice in advance of all press conferences, public ceremonies, or other public or planned news events relating to the subject of this License.

35.2 Public Communications. In any statement or release made to the public relating to the subject of this License, Licensee will conspicuously acknowledge the involvement of Parks. If the Commissioner finds that any release, advertisement, or statement made to the public relating to the programs and activities offered through the BRIC Celebrate Brooklyn! Festival is incorrect or unacceptable, Licensee and the Commissioner agree in good faith to make such release, advertisement, or statement accurate and acceptable to both parties.

35.3 Publications. If Licensee publishes a work, such as a book, discussing any aspect of performance of any service covered by this License, Licensee will acknowledge therein the involvement, if any, of the City, when appropriate, and to the extent Licensee has the ability to grant such rights, the City will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use such publication.

35.4 Intentionally Omitted.

35.5 Parks expressly reserves the right, in consultation with Licensee, to schedule and conduct events, alone or in conjunction with co-sponsors, including but not limited to concerts, fairs and festivals in the Licensed Premises.

35.6 Large-Scale Citywide Events. Should any large-scale citywide event as determined by the City be awarded to the City during the Term:

- (a) the City, at its sole discretion, may require Licensee to cease to sell and place advertising at the Bandshell during the event period;
- (b) the City, at its sole discretion, may impose restrictions on the parties who may advertise at the Bandshell and/or the nature of the advertising during the event period;
- (c) the City or its designated representative may assume control of advertising sales

and placement during the event period;

(d) the Licensee shall continue to comply with all other terms of this Agreement, except as expressly set forth herein.

Any material displayed or placed in violation of Section 35.6 shall be removed by Licensee within forty-eight (48) hours of notice from Parks. If Licensee fails to do so, the City shall have the right to remove such material without any liability to Licensee and Licensee shall pay to the City the costs incurred in connection with such removal and for any other costs or damages incurred by the City in connection with such removal including, but not limited to repair and restoration costs, arising out of the performance of such work.

ARTICLE 36: WAIVER OF JURY TRIAL

36.1 Licensee hereby expressly waives all rights to trial by jury in any summary proceeding hereafter instituted by the City or PPA against Licensee or any counterclaim or cause of action directly or indirectly arising out of the terms, covenants, or conditions of this License or the use and occupation of the Bandshell or any matter whatsoever in any way connected with this License, including, but not limited to, the relationship between the City and Licensee. The provision relating to waiver of jury trial shall survive the expiration or earlier termination of this License.

(a) No action at law or proceeding in equity against the City or PPA shall lie or be maintained upon any claim based upon this License Agreement or arising out of this License Agreement or in any way connected with this License Agreement unless Licensee shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

(b) No action shall lie or be maintained against the City or PPA by Licensee upon any claims based upon this License unless such action shall be commenced within six (6) months of the termination or conclusion of this License, or within six (6) months after the accrual of the cause of action, whichever first occurs.

(c) In the event any claim is made or any action brought in any way relating to this License Agreement herein other than an action or proceeding in which Licensee and the City are adverse parties, Licensee shall diligently render to the City of New York without additional compensation any and all assistance which the City of New York may reasonably require of Licensee.

ARTICLE 37: USE OF NAME

37.1 The parties will not use the name of the other party, its subsidiaries, or affiliates in any sales or marketing publication or advertisement without prior full disclosure of such use and the written consent of the other party, such consent not to be unreasonably withheld or delayed. This provision will survive any termination of this License.

ARTICLE 38: CHOICE OF LAW/CONSENT TO JURISDICTION AND VENUE

38.1 This License Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of Licensee and shall be governed by and construed in accordance with the laws of the State of New York. Any and all claims asserted by or against the City or PPA arising under this License or related thereto shall be heard and determined either in the courts of the United States (“Federal Courts”) located in New York City 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 License and intent, it is understood:

(a) If the City or PPA initiates any action arising out of this License 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 as their address is set forth in this License, or to such other address as Licensee may provide to the City in writing;

(b) With respect to any action arising out of this License between the City, PPA, and Licensee in New York State Court, Licensee expressly waives and relinquishes any rights they might otherwise have to:

(i) move to dismiss on grounds of forum non conveniens;

(ii) remove to Federal Court; or,

(iii) move for change of venue to a New York State Court outside New York County.

(c) With respect to any action arising out of this License between the City, PPA, 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.

(d) If Licensee commences any action arising out of this License against the City or PPA in a court located other than in the City and State of New York, upon request of the City or PPA, Licensee shall consent to a transfer of the action to a court of competent jurisdiction located in the City and State 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.

ARTICLE 39: NO CLAIM AGAINST OFFICIALS OR EMPLOYEES

39.1 No claim whatsoever shall be made by Licensee against any official, agent, employee, or volunteer of the City or PPA for, or on account of, anything done or omitted in connection with this License.

ARTICLE 40: ALL LEGAL PROVISIONS DEEMED INCLUDED

40.1 Each and every provision of law required to be inserted in this License shall be and is deemed inserted herein, whether or not actually inserted.

ARTICLE 41: SEVERABILITY

41.1 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.

ARTICLE 42: HEADINGS AND TABLE OF CONTENTS

42.1 The headings of articles and paragraphs contained in this License are inserted for convenience only and shall not be deemed to constitute part of this License Agreement or to affect the construction thereof. The use in this License Agreement of singular, plural, masculine, feminine and neuter pronouns shall include the others as the context may require.

ARTICLE 43: ENTIRE AGREEMENT

43.1 This License constitutes the entire agreement between the parties and cannot be changed, modified or terminated orally, but only by an instrument in writing executed by and Licensee.

ARTICLE 44: MODIFICATION

44.1 This License Agreement constitutes the whole of the agreement between the parties hereto, and no other representation made heretofore shall be binding upon the parties hereto. This License Agreement may be modified from time to time by agreement in writing, but no modification of this License Agreement shall be in effect until such modification has been agreed to in writing and duly executed by the party or parties affected by said modification

ARTICLE 45: JUDICIAL INTERPRETATION

45.1 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.

ARTICLE 46: COUNTERPARTS

46.1 This License may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same License.

IN WITNESS WHEREOF, the parties hereto have caused this License to be signed and sealed on the day and year first above written.

CITY OF NEW YORK
PARKS & RECREATION

BRIC ARTS | MEDIA | BKLYN, INC.

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

Dated: _____

EXHIBIT A – MAINTENANCE AND OPERATIONS AGREEMENT

Attached

LICENSE AGREEMENT

BETWEEN

BRIC ARTS | MEDIA | BKLYN, INC.

AND

**NEW YORK CITY
DEPARTMENT OF PARKS & RECREATION**

**FOR THE MANAGEMENT AND OPERATIONS OF THE BRIC CELEBRATE
BROOKLYN! FESTIVAL AT THE PROSPECT PARK BANDSHELL**

BROOKLYN, NEW YORK

DATED: MARCH 26, 2026

NYLD's Approval No.: LM# 2025-076962

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This license agreement (“License Agreement” or “License” or “Agreement”) made this 26 day of MARCH, 2026 between the City of New York (the “City”), a municipal corporation of the State of New York acting by and through the New York City Department of Parks & Recreation (“NYC Parks”), whose address is The Arsenal, 830 Fifth Avenue, New York, NY 10065, and BRIC Arts | Media | Bklyn, Inc. (“Licensee” or “BRIC”), a Not-for Profit Corporation whose address is 647 Fulton Street, Brooklyn, NY 11217. NYC Parks and Licensee will be collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, New York City Charter § 533 (the “Charter”) charges the Commissioner of NYC Parks (the “Commissioner”) with the duty to manage, care, maintain, and operate City parks, squares, buildings, structures and recreation facilities under NYC Parks’ jurisdiction, for the beneficial use of the people of the City, and the duty to plan, develop, conduct, and enter into arrangements on NYC Parks’ behalf for the public’s benefit; and

WHEREAS, the City desires to encourage interested not-for-profit corporations to provide supplemental services, including maintenance, recreational, cultural and educational programs, for the public’s benefit; and

WHEREAS, the Commissioner has determined that arrangements with interested not-for-profit corporations are necessary and appropriate for the public’s benefit; and

WHEREAS, Parks has jurisdiction over the National Historic Landmark park known as Prospect Park, located in the borough of Brooklyn; and

WHEREAS, for over forty-five (45) years, BRIC’s flagship performing arts program, the BRIC Celebrate Brooklyn! Festival (“BRIC Celebrate Brooklyn!”), one of the most popular arts programs in Prospect Park, has contributed to the cultural heritage of the City by presenting performances from emerging and established musicians, dancers, and other artists from around the globe; and,

WHEREAS, the Commissioner has determined that the area known as the Prospect Park Bandshell (the “Bandshell”), and its surrounding areas (collectively the “Licensed Premises” as shown in Exhibit A) located in Prospect Park, Brooklyn, is the most appropriate venue to host BRIC Celebrate Brooklyn! productions; and,

WHEREAS, Licensee has assumed responsibility for the management and operation of BRIC Celebrate Brooklyn! since 1979; and

WHEREAS, the Commissioner desires to ensure continuing access to and the highest and best use of the Licensed Premises by the public; and

WHEREAS, under a Management and Operation Agreement dated December 5, 2017 between NYC Parks and BRIC, BRIC has used, occupied, maintained and operated the Licensed Premises providing cultural, recreational, and educational programs at the Licensed Premises; and

WHEREAS, the above referenced Management and Operation Agreement dated December 5, 2017, expired on December 5, 2024, and was extended on an interim basis until February 28, 2025, in order to allow BRIC to continue its operations without a break in service while BRIC and Parks negotiate a new long-term agreement for Licensee to manage and operate the BRIC Celebrate Brooklyn! Festival; and

WHEREAS, BRIC possesses the necessary expertise and is a leader in the promotion and production of concerts, and in particular, has, with the encouragement and cooperation of Parks, successfully operated concerts and other events at the Licensed Premises; and

WHEREAS, the Commissioner desires that BRIC, upon the terms and conditions set forth in this Agreement, assume the responsibilities for the operation of the Licensed Premises as described herein and BRIC is willing upon such terms and conditions, to undertake such responsibilities;

WHEREAS, the Commissioner and BRIC desire that their coordinated efforts continue to serve the best interests of the public; and

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

ARTICLE 1: GRANT OF LICENSE

1.1 Commissioner hereby grants to Licensee and Licensee hereby accepts from Commissioner, this non-exclusive License to use, occupy, maintain, and operate the Licensed Premises or portions thereof, as shown on **Exhibit A**, and provide recreational, educational and cultural programs for the public's benefit and best interest, under the terms and conditions in this Agreement.

1.2 Additionally, Licensee may request from NYC Parks, and the Commissioner, in Commissioner's sole discretion, may grant to Licensee permission to use the areas adjacent to the Licensed Premises ("Adjacent Areas") and/or the "Bartel Lot" in connection with Licensee's events. If permission is granted, Licensee must submit Special Event permit applications to the Brooklyn Special Event permit office and depending on the nature of the event, additional fees may apply. In addition, Licensee must request vehicle permits for the use of the Adjacent Areas, from the Prospect Park Special Event and Permit Office, which NYC Parks in its reasonable discretion may provide. Exhibit A, as attached, shows the Licensed Premises, the Adjacent Areas and the Bartel Lot.

1.3 Licensee shall obtain any and all approvals, permits, and other licenses required by Federal, New York State ("State") and City laws, rules, regulations, and orders which are or may become necessary to use, occupy, operate and maintain the Licensed Premises under the terms of this License. To comply with this License Agreement, Licensee must fulfill all of the obligations in this Agreement. Failure to fulfill any of the obligations in this Agreement for any reason may, subject to notice and a reasonable opportunity to cure, if applicable, be deemed a default by the Licensee. Any act, consent, approval or permission required of the City, NYC Parks or the Commissioner under this License shall be valid only if it is, in each instance, in writing and signed by the Commissioner or Commissioner's duly authorized representative. Any variance, alteration,

amendment or modification of this instrument shall only be valid or binding upon the City, NYC Parks, the Commissioner or their agents if it is in each instance, in writing and duly signed by the Commissioner or a duly authorized representative.

ARTICLE 2: NO LEASE

2.1 It is expressly understood that the City has title to the Licensed Premises and no land, building, space, improvement, or equipment is leased to the Licensee. During the Term and any subsequent Renewal Term(s) of this License, Licensee shall have the use of the Licensed Premises and shall continue to use and occupy the Licensed Premises in compliance with the provisions and conditions of this License.

2.2 Licensee shall at all times provide free access to the Licensed Premises to NYC Parks, Commissioner or Commissioner's representatives and to other City, State, and Federal officials having jurisdiction, for inspection and any other lawful purposes. NYC Parks, Commissioner, Commissioner's representatives and such other officials shall have the right to enter and be present at the Licensed Premises to observe Licensee's operations.

ARTICLE 3: SCOPE OF AGREEMENT

3.1 Licensee shall provide, or cause to be provided, services specified in this License for occupying, maintaining, operating and repairing the Licensed Premises to the Commissioner's reasonable satisfaction.

3.2 Licensee will work to foster community engagement, provide educational, artistic and cultural programs, and public information to the community, and develop and implement other programmatic activities to promote the Licensed Premises.

ARTICLE 4: TERM OF THE LICENSE

4.1 The term ("Term") of this Agreement shall be ten (10) years and shall commence on NYC Parks giving written Notice to Proceed to Licensee and shall terminate on the tenth (10th) anniversary of this date. Such aforesaid Notice to Proceed shall be given by NYC Parks promptly upon full execution of this License. This License may be renewed, at the Commissioner's discretion, for two (2) additional five (5) year terms (each, a "Renewal Term"), such renewal being subject to the same terms and conditions in this License. The renewal if granted shall be by the Parties' mutual agreement in writing.

4.2 Notwithstanding any language contained herein, this License is terminable at will by the Commissioner, in whole or in part, at any time. Such termination shall be effective after twenty-five (25) days written notice is sent to Licensee. The Commissioner, the City, NYC Parks, its employees and agents shall not be liable for damages to Licensee if Commissioner as provided in this Agreement terminates this License. If such notice is not given or the License is not otherwise terminated as provided for in Article 34 or in accordance with this Agreement, this License Agreement shall terminate as described in Section 4.1 above.

ARTICLE 5: MAINTENANCE, OPERATIONS AND REPAIR

5.1 Licensee shall comply with the rating standards for all applicable enumerated categories described in NYC Parks' Inspection Program Manual ("PIP"), attached in **Exhibit B**, to the extent such standards and categories apply to those areas of the Licensed Premises that the Licensee is responsible for as described in this Article 5.

5.2 During the Operating Season, Licensee at its sole cost and expense shall render the following services in the Licensed Premises:

(a) Maintain the Licensed Premises in a good, clean, and orderly condition and shall make all repairs necessary to keep the Licensed Premises in good and safe condition in order to operate the Licensed Premises for the purpose of this Agreement. Such ongoing maintenance and repairs shall include, but not be limited to: (i) keeping the Licensed Premises and adjacent areas free from trash, litter, stickers, graffiti, and debris; and (ii) making all repairs to equipment, seating, stage, and dressing areas necessary to keep the Licensed Premises in good and safe condition. Licensee shall clean the Licensed Premises each evening during the Operating Season and every morning following an event. Licensee shall be responsible for repairing any damage caused to the Licensed Premises by any third parties who were hired under contract by Licensee to NYC Parks' reasonable satisfaction. Licensee shall cooperate with NYC Parks and with the Police Department to restrict alcohol consumption outside the Licensed Premises. At such times during the Operating Season as the Licensed Premises is under the control of NYC Parks or its designees, NYC Parks shall be responsible for the performance of the maintenance and repair work described hereinabove; however, Licensee may, at Licensee's option and with NYC Parks approval, perform such maintenance and repair work. The Parties agree that they will perform a "walk through" of the Licensed Premises with a representative of Licensee and NYC Parks at the beginning and end of the Operating Season to assess the condition of the Licensed Premises.

(b) Licensee is responsible for the cleanup and removal from Prospect Park of refuse generated at the Licensed Premises and Adjacent Areas during the Term pursuant to subsection (a) hereinabove.

5.3 During the Off-Season, NYC Parks shall be responsible for all maintenance and repair of the Licensed Premises, including, but not limited to, winterizing the Bandshell and comfort stations. In addition, Parks or its designee shall be responsible for the continuing care of utilities, fencing, turf, trees, plants, and landscaping on the Licensed Premises at all times.

(a) To the extent funds are available, NYC Parks shall be responsible for all structural and other major reconstruction or renovation necessary to keep the Licensed Premises in good and safe condition, including, without limitation, the roof, all mechanical, electrical, and plumbing systems, with the exception of Licensee's responsibility under Section 16. Licensee must restore the Licensed Premises to the original condition after each Operating Season, subject to ordinary wear and tear, except for capital repairs to the asphalt pathways within the permitted premises. Such restoration work cannot interfere with Parks use in the Off Season and a schedule of such work must be provided to Parks prior to the end of each season.

(b) No later than thirty (30) days before the end of each Operating Season, Licensee shall conduct an inspection of the Licensed Premises with a representative of Parks. Such

by Parks or its designees or falls under Parks' responsibilities under Paragraph 5.3, then BRIC shall so notify the Commissioner or his designee and, at the Commissioner's direction, shall cure or remove such condition in accordance with the provisions of this paragraph. In such event the twenty-four (24) hour cure period (and other related provisions) described in 5.6(b) above shall not commence until Licensee has been advised in writing of such determination by the Commissioner or his designee. Licensee shall be reimbursed by Parks for all costs of undertaking and performing such work to the extent that such emergency condition is determined to have been caused or created by Parks or its designees, or falls under Parks' responsibilities under Paragraph 5.3, or other settlement is reached between the parties. Any such emergency condition caused by Parks or its designees shall not provide the basis for termination of the License by the Commissioner.

5.7 Should the Commissioner reasonably decide that Licensee is not maintaining or causing to be maintained the Licensed Premises in a satisfactory manner, Commissioner may in writing order Licensee to improve or correct such conditions. If Licensee fails to comply with such written notice or respond in a manner reasonably satisfactory to Commissioner within thirty (30) days from the mailing of said notice, notwithstanding any provisions in this Agreement other than Paragraph 5.6(c), then Commissioner may terminate this License Agreement.

5.8 NYC Parks Support:

(a) To the extent feasible, as determined by available resources and consistent with past practice, NYC Parks may, but is not obligated to, provide limited equipment and services to Licensee to assist in the production of the activities authorized under this License. Such equipment may include, but not be limited to, an electric generator, NYC Parks vehicles, bleachers, golf carts, and benches. Such services may include Parks Enforcement Patrol ("PEP") acting in the interest of public safety at Parks' discretion. However, NYC Parks will not be responsible for security at the Licensed Premises during any event or production authorized under this License, unless it is an event or production authorized pursuant to Section 8.1(d) or the Commissioner expressly approves the use of PEP to provide security at the Licensed Premises. NYC Parks shall not be responsible, for securing barricades, trash receptacles, and range fencing for the Licensed Premises and the Adjacent Area.

5.9 Storage

(a) During the Operating and Off Seasons of the Term, Licensee may store items related to its activities at the Licensed Premises, provided that such storage shall not hinder Parks' access to the Licensed Premises. Parks makes no representation regarding the suitability of the Licensed Premises for Licensee's storage purposes. The City shall not be liable for any theft or damage to Licensee's property stored at the Licensed Premises. Notwithstanding the foregoing, Parks shall provide Licensee with thirty (30) days written notice in the event it requires the use of the Licensed Premises during the Operating Season and ten (10) days notice if possible during the Off-Season. Licensee shall give Parks any access to the Licensed Premises required for such use. At Parks' sole discretion, subject to availability and upon such conditions as are mutually acceptable to the parties, Parks may provide Licensee with other off-site storage and transportation when possible as solely determined by Parks, as needed to move Licensee's property stored at the

Licensed Premises.

ARTICLE 6: PERSONNEL

6.1 All Licensee’s personnel are employees of the Licensee and are neither employees of the City nor under contract to the City, and the Licensee alone is responsible for their work, direction, compensation and personal conduct while engaged in connection with this License. Nothing included in this Paragraph or in any other provision of this License shall be construed to impose any liability or duty upon the City to persons, firms, or corporations employed or engaged by the Licensee as consultants, experts, or independent contractors, or in any other capacity whatsoever or as employees, servants, or agents of the Licensee, or to make the City liable to any person, firm, corporation, association, or to any government for the acts, omissions, liabilities, obligations, and taxes of whatsoever nature, including unemployment insurance of the Licensee or its consultants, experts, employees, servants, agents, or independent contractors.

6.2 (a) Licensee will notify NYC Parks, in writing, within thirty (30) days of appointments to or resignations from the position of Chair, President, and Secretary of BRIC’s Board. In addition, the Licensee will notify NYC Parks, in writing, within thirty (30) days of the occurrence of any change in the individuals who serve as BRIC’s Board trustees and officers.

(b) Licensee shall maintain provisions in its By-Laws providing for the appointment of the Commissioner as ex-officio member of its Board. The Commissioner may appoint a designee to attend Board meetings.

6.3 For purposes of this subparagraph, the word “personnel” means each employee and volunteer whose duties and responsibilities relate primarily to working with children or in close proximity to children but shall not include volunteers who are participating in temporary volunteer programs as part of a corporate drive. Licensee will be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references and suitability for working with children. Licensee agrees to comply with all NYC Parks’ written guidelines and procedures concerning the screening and employment of personnel including:

(a) Licensee will be responsible for screening of all personnel, including:

(i) Substantiating credentials; and,

(ii) Reference checks.

(b) Licensee agrees not to hire or retain any personnel who refuse to:

(i) Provide the names of references;

(ii) Provide documentation of credentials;

(iii) Provide information on criminal conviction records required by Section 296 of the New York State Executive Law and Section 8-107 of the Administrative Code of the City of New York as outlined in the **Background Checks Rider** attached in **Exhibit C**; and,

- (iv) Provide other requested information, which may bear on the applicant's fitness to work with or in close proximity with children.
- (c) Licensee agrees not to hire or retain any personnel:
 - (i) Who, to the Licensee's knowledge, have not completely and truthfully reported information concerning their criminal convictions as required by § 296 of the New York State Executive Law and § 8-107 of the Administrative Code of the City of New York as outlined in **Background Checks Rider**;
 - (ii) To the extent disclosed by a background check consistent with § 296 of the New York State Executive Law and § 8-107 of the Administrative Code of the City of New York, whose criminal convictions record directly bears on their fitness to work with or in close proximity with children, or whose employment would involve an unreasonable risk to the safety or welfare of children, subject to and consistent with Article 23-A of the New York State Correction Law; and,
 - (iii) Who has been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or the subject of an ongoing investigation concerning a child abuse and maltreatment report on file with this Registry.

6.4 As a Licensee of the City, Licensee is required to comply with the Earned Safe and Sick Time Act, also known as the **Paid Safe and Sick Leave Law** attached in **Exhibit D**.

ARTICLE 7: NON- DISCRIMINATION

7.1 Licensee shall not unlawfully discriminate against any employee, applicant for employment, or patron because of race, creed, color, national origin, age, sex, disability, marital status or sexual orientation. Licensee shall comply with the Americans with Disabilities Act ("ADA") and regulations as applicable. Any violation of this Article shall be a material breach of this License.

ARTICLE 8: PROGRAMMING, EVENTS & PERMITS

8.1 Programming:

(a) During the Operating Season (defined below), Licensee shall use, operate, and manage the Licensed Premises as a public theater for the production of cultural, recreational, film and/or educational presentations for the benefit of the people of the City of New York through the production of public presentations or exhibitions of dramatic works, musical performances, dance performances, prose and poetry readings, and/or educational works. For the purposes of promoting development of the visual and performing arts and encouraging and cultivating public and knowledge and appreciation of all such art Licensee may also use the Licensed Premises for such other uses as are ancillary to the foregoing uses, as may be approved by Parks. Licensee may

request the use of adjacent areas for events authorized pursuant to this Section 8. Licensee must put in a Special Event permit application to the Citywide Special Events permit office and the Prospect Park Special Event and Permit Office for review and approval by NYC Parks and depending on the nature of the request, additional fees may apply for the permitting of adjacent areas by Licensee. If and when Licensee has been granted permission to use adjacent areas around the Licensed Premises for event authorized by this License, Licensee's responsibilities for such locations for the period of time Licensee is granted permission to use such areas will be the same as Licensee's responsibilities for the Licensed Premises under this License.

(b) Licensee's use under this License for set up, breakdown and events shall be limited to the period between May 1 and October 3 of each term year ("Operating Season"). For the period between September 1 and October 3 of each term year, Licensee's events may only occur on Fridays and Saturdays during permitted concert hours, unless otherwise approved by NYC Parks. NYC Parks may, at its sole discretion, approve extensions of the Operating Season in a given term year, if requested by Licensee. During the other time period of each term year ("Off-Season"), use, operation, and management of the Licensed Premises shall be under the exclusive control of NYC Parks. Notwithstanding the foregoing, Licensee may apply to NYC Parks for permission to use the Licensed Premises at any time during the Off-Season through the Brooklyn Special Event office. Should Parks desire to host or otherwise permit another cultural series at the Licensed Premises during the Off-Season, Parks shall notify BRIC so that if appropriate BRIC has an opportunity to make a proposal to present or participate in such series.

(c) Schedule

(i) As soon as practicable each year but no later than February 15th of each year, Licensee shall provide to the Citywide Special Events permit office and the Prospect Park Special Event and Permit Office, for NYC Parks' review and approval, a preliminary schedule covering its suggested utilization of the Licensed Premises, indicating when the Licensed Premises is being used or made ready for use by Licensee or its authorized designees or sublicensees. NYC Parks acknowledges that it has received Licensee's preliminary schedule for the 2025 Operating Season. The schedule will include repair and rehabilitation periods, rehearsal preparation, rehearsals, set loading, performances, periods between performances and/or productions, and shutdowns. Licensee shall use its best effort to submit a final schedule to Prospect Park Special Event and Permit Office, including all items mentioned herein no later than May 15th of each year, and shall provide to NYC Parks prompt written notice of any changes to such schedule. The work schedule provided by Licensee and finally approved by NYC Parks in accordance with this License shall be subject to modification by mutual agreement of the parties in order to accommodate use by NYC Parks during the Operating Season and during the Off-Season, provided that such modifications will not alter unreasonably Licensee's performance schedule, including load-in, performance, and breakdown. In the event such modification is required to accommodate use by NYC Parks in the Operating Season, including for example, requiring expedited shut-down by Licensee, NYC Parks and Licensee will negotiate in good faith to determine what reimbursement, if any, Licensee should receive for any additional costs reasonably incurred thereby, provided Licensee presents written documentation of such actual additional costs reasonably satisfactory to Commissioner or her designee.

(d) During the Operating Season, at such times as the Licensed Premises is not scheduled for use by Licensee, NYC Parks reserves the right, upon consultation with Licensee, to make use of the Licensed Premises for programs, events, and activities sponsored or approved by NYC Parks which will not unreasonably interfere with the License hereby granted.

(e) The following types of events may take place at the Licensed Premises and the maximum allowable attendance for each such events is 8,000 patrons or the maximum allowed by New York City Department of Buildings.

(i) During the Operating Season, Licensee may enter into sublicenses or sponsorship agreements for the approved use of the Licensed Premises by performers or groups for cultural, recreational, and/or educational activities consistent with this License. The uses permitted hereunder that are free and open to the public are herein after called “Free Events.” Each such sublicense shall state that all rights granted thereunder are subject to and subordinate in all aspects to each and every term, condition, and provision of this License.

(ii) Upon the approval of the Commissioner or his/her designee, Licensee may use the Licensed Premises for events other than Free Events, providing that that (i) these event involve use of the Licensed Premises by performers or groups for cultural, recreational, and/or educational activities consistent with this License, and (ii) Free Events constitute more than sixty percent (60%) of the total number of events at the Licensed Premises, during the Operating Season. Any NYC Parks sponsored or approved event pursuant to Section 8.1(d) above, excluding any event for which Licensee has entered into a sublicense or which Licensee has sponsored, will not count towards Licensee’s obligation to provide Free Events for more than sixty percent (60%) of the total Operating Season.

(g) Pre-Operating Season Plan. At least 60 days prior to the Operating Season, Licensee shall submit to NYC Parks, the Citywide Special Events permit office, and the Prospect Park Alliance (“PPA”) an operating plan that includes the following:

- (i)** A security plan for the Operating Season, which shall include the name of security company(s), number of security officers, supervisors, post positions around the venue, and hours on duty. However, this obligation shall not apply to any events authorized under 8.1(d) of this Section.
- (ii)** A Crowd Control Plan that outlines line management and designated areas for crowd overflow.
- (iii)** A Severe Weather Plan that outlines Licensee’s plans for canceling performances due to severe weather events.
- (iv)** Licensee’s advertising and promotional program for the Operating Season.
- (v)** Sponsorship agreements.
- (vi)** Licensee’s operations budget and capital budget, which shall include all costs associated with the Licensed Premises’ maintenance and operations.

The Licensee shall describe in reasonable detail the amounts proposed to be allocated, but not limited, to general maintenance, public art, public programs, concessions and communications, including salaries and benefits of any employee primarily engaged in those activities.

(f) Except as otherwise set forth herein, at all times during the Operating Season, including when the Licensed Premises is not being used by Licensee or its authorized designees, Licensee shall ensure that the Licensed Premises is safe and secure for persons and property; however, when the Licensed Premises is being used by NYC Parks or its designees during the Operating Season, NYC Parks shall secure the Licensed Premises or cause the Licensed Premises to be secured.

(g) Nothing in this License shall limit the number of events that may be held by or under the auspices of NYC Parks at the Licensed Premises during the Operating Season or Off-Season, subject to NYC Parks' obligation to consult with Licensee pursuant to paragraph (d) of this section.

(h) Upon request, Licensee must provide NYC Parks with fully executed copies of all sublicenses or other agreements for any activities permitted at the Licensed Premises, subject to this License, as well as any agreements regarding revenue generating activity in connection with the Licensed Premises, including but not limited to food and beverage concessions, if any, related to any permitted activity at the Licensed Premises whether or not NYC Parks needs to approve such agreements or sublicenses in advance, within ten (10) days of execution if requested prior to execution or within ten (10) days of the request if requested after execution.

(i) The Commissioner may require Licensee, effective immediately, to terminate any agreement that Licensee is authorized to enter into pursuant to this License. However, if Commissioner requires Licensee to terminate any event agreement, other than a termination based upon (i) health, safety or welfare, (ii) preventing damage to the Licensed Premises or to Prospect Park, or (iii) because the agreement is with a sublicensee that (A) has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, or (B) that directly or indirectly controls, is controlled by, or is under common control with a person or entity that has been convicted in a criminal proceeding for a felony or any crime involving moral turpitude or that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure, the parties agree to negotiate in good faith to make Licensee whole for the loss of such scheduled events. For purpose of this section the determination as to whether any person or entity is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure or directly or indirectly controls, is controlled by, or is under common control with a person or entity that is an organized crime figure or is reputed to have substantial business or other affiliations with an organized crime figure shall be within the sole discretion of NYC Parks exercised reasonably and in good faith.

(j) Licensee shall prepare and provide to NYC Parks operational status reports and reports of major accidents or unusual incidents occurring at the Licensed Premises, on a regular basis and in a format reasonably acceptable to the Commissioner. Licensee shall promptly notify NYC Parks, in writing, of any claim for injury, death, property damage or theft which may be asserted against Licensee with respect to the Licensed Premises. Licensee shall also designate a

person to handle all such claims, including all claims for loss or damage including all insured claims for loss or damage pertaining to the operations of the Licensed Premises, and Licensee shall notify NYC Parks in writing as to said person's name and address.

(k) Licensee shall be responsible for providing or causing there to be provided appropriate security for any events or productions at the Licensed Premises that Licensee is allowed to stage pursuant to this License.

(l) All aspects of these programs must comply with NYC Parks' Rules and Regulations, including, but not limited to obtaining permits where applicable. Licensee is responsible for securing all ancillary permits required by outside agency regulations, including but not be limited to NYPD Amplified Sound permits, Department of Buildings' ("DOB") structural or temporary place of assembly permits, Department of Health ("DOH") permits and Fire Department ("FDNY") permits.

(m) Any sound or music equipment at the Licensed Premises shall be operated according to Title 56 RCNY §1-05(d), the Administrative Code of City of New York, §24-et seq., and only at times and at a sound level acceptable to the Commissioner or Commissioner's designee. Licensee must make every effort to ensure that all sounds and music from its operation are in such a manner to avoid or minimize disturbance or discomfort to the surrounding community. Amplified sound and music must not exceed the decibel level allowed by the City noise regulations.

(n) Licensee shall be responsible for payment of all fees or royalties to ASCAP, BMI or such other entities as may be required for any music or music programming during its programming.

(o) Licensee must account for any funds from services and programming at the Licensed Premises under Article 20 (Revenue and Accounts) of this Agreement.

(p) NYC Parks reserves the right to use the Licensed Premises for its sponsored or approved programs and activities during times when the Licensed Premises is not scheduled for Licensee's use.

8.2 Approvals:

(a) Upon the approval of the Commissioner or her designee, which approval shall not be unreasonably withheld or delayed, Licensee shall have the right to erect signs related to its productions at the Licensed Premises. Such signs, including any commercial sponsorship information or signs identifying products available for sale at the Licensed Premises may contain appropriate sponsor recognition or identification (however, no tobacco sponsorship or identification will be allowed) or identification of those products available for sale at the Licensed Premises and are subject to the approval of NYC Parks. All signs must face inward towards the Licensed Premises and not out towards the other areas of Prospect Park, except those required for directional or instructional purposes.

(b) During the Operating Season, Licensee may request 48 hours in advance of the

event, a reasonable number of parking permits in connection with the production of the activities authorized under this License. The parking permits and location of the parking must be coordinated with and approved by NYC Parks, specifically the Prospect Park Special Event and Permit Office. All vehicles must be escorted by Licensee staff while operating in accordance with Parks' Vehicle Rules and Regulations (see **Exhibit F**).

(c) The Executive Producer of Celebrate Brooklyn! (or his or her designee) is responsible for event coordination for all events, and must be available by phone to NYC Parks during set up, take down, and during the course of all events.

(d) For all Celebrate Brooklyn! performances, a description of the event ("event physical") shall be distributed by a representative from Licensee to a distribution list mutually agreed upon by NYC Parks and Licensee.

8.3 Licensee Fundraising Events:

(a) Subject to NYC Parks' prior written approval, which approval shall not be unreasonably denied or delayed, Licensee is permitted to use portions of the Licensed Premises during times when public events are not scheduled for two (2) private fundraising events per Operating Season that are reasonably expected to attract more than twenty (20) attendees, or which will result in the closing of any portion of the Licensed Premises to the public during regular hours of operation, provided that the Commissioner can authorize the Licensee to hold more than two (2) events annually. Such events will be limited to traditional functions, such as fundraising and supporter appreciation events and do not include any programming authorized pursuant to Article 8.1. Licensee shall use commercially reasonable efforts to provide NYC Parks with no less than sixty (60) days (or such lesser period as may be acceptable) prior written notice of any such events. NYC Parks must specifically approve such events and approve any closure of the Licensed Premises during public hours of use, which Licensee must announce to the general-public at least two (2) weeks in advance of such activities or events by posting notification of such closure at the Licensed Premises.

(b) All donations and proceeds collected from such events shall be used for the Licensee's operation, management, maintenance, and programming at the Licensed Premises, as well as other programming by Licensee at NYC Parks sites. Licensee must account for any funds from such events at the Licensed Premises under Article 20 (Revenue and Accounts) of this Agreement.

(c) Licensee is solely responsible for the coordination of Licensee's public and private events.

(d) Licensee shall be responsible for providing or causing there to be provided appropriate security for all of its events at the Licensed Premises.

(e) NYC Parks shall use reasonable efforts not to interfere with the Licensee's programming, including Licensee's fundraising events, at the Licensed Premises.

8.4 Permits – Licensee:

(a) Licensee or Licensee’s sublicensee subject to Article 39, must obtain a NYC Parks’ permit for any:

- (i) Event or activity where attendance will be over twenty (20) people; and
- (ii) Special events, including, without limitation, fundraising benefits, festivals, gala events and events having program or event sponsor(s). Licensee shall use reasonable effort to provide NYC Parks with no less than thirty (30) days (or lesser period as shall be acceptable to NYC Parks) prior written notice of any proposed event.

8.5 Permits – NYC PARKS:

(a) In addition to the services and programming described in § 8.4 above, NYC Parks may provide permits for additional program activities on the Licensed Premises, including but not limited to concerts, music festivals, exhibits, art programs, and other events open to the public.

(b) The Parties will seek to minimize the time that the Licensed Premises is closed to the public during the Operating Season and Licensee shall use reasonable efforts to minimize the time needed for repair and rehabilitation periods, rehearsal preparation, rehearsals, set loading, periods between performances and/or productions, and shutdowns .

(c) NYC Parks shall consult with the Licensee before issuing permits for or scheduling or approving additional program activities or organized events. NYC Parks shall use reasonable efforts to provide the Licensee with no less than sixty days (60) (or lesser period as shall be acceptable by the Licensee) prior written notice for any proposed program activities.

(d) The Mayor’s Office of Media and Entertainment (“MOME”) may issue permits for filming on the Licensed Premises, as well as other commercial photography on the Licensed Premises. The terms of such permits shall be acceptable to NYC Parks in consultation with Licensee.

ARTICLE 9: ARTISTIC CONTROL

9.1 Subject to the terms and conditions of this License, including, but not limited to Article 8, Licensee shall have sole artistic and programmatic control and sole administrative control regarding activities conducted by Licensee at the Licensed Premises. NYC Parks, however, specifically reserves the right to cancel performances due to security and/or public safety concerns, including, but not limited to, concerns regarding damage to the Licensed Premises and NYC Parks property with prior consultation where reasonably practicable.

ARTICLE 10: FEES

10.1 Licensee may charge its actual production costs for events allowed pursuant to section 8.1.e.ii; such production costs shall be determined by Licensee and based on an itemized

production rate card (**Exhibit E**), but such costs and the production rate card must be approved by NYC Parks, which approval shall not be unreasonably withheld or delayed.

10.2 (a) Licensee may charge a fee, subject to a template schedule approved by the Commissioner, which approval shall not be unreasonably withheld or delayed, for any events other than Free Events authorized pursuant to 8.1.e.ii, a copy of which is annexed hereto as **Exhibit E** which may only be revised by mutual agreement between NYC Parks and Licensee.

(b) For every event for which Licensee charges a fee under Section 10.2(a), Licensee shall remit to PPA two dollars (\$2) per ticket sold to offset the costs of PPA's services rendered in support of Licensee's operations under this License Agreement, which services shall be agreed upon by Parks, Licensee, and PPA. Parks may direct Licensee to cease such payments to PPA if Commissioner reasonably determines, at Commissioner's sole discretion, that PPA has not rendered the agreed upon services.

10.3 All fees or costs charged by Licensee, including but not limited to any fees related to broadcast or recording rights, shall be used as required by Article 31.1, and included in the books of account and records required to be maintained and submitted to the Commissioner pursuant to Article 20.

ARTICLE 11: USE OF CITY RESOURCES

11.1 Contractors and Employees:

(a) Licensee shall hire all contractors and staff ("Staff") to operate programs and provide maintenance of the Licensed Premises by this Agreement. Licensee shall confirm that all Staff is qualified and shall be solely responsible for any Staff actions or failure to act. All Staff hired by Licensee shall be licensed as required by law, and shall possess all necessary qualifications or licenses required by all applicable Federal, State, and City laws, rules or regulations.

11.2 Equipment:

(a) The City shall retain title to all property provided by the City and affixed ("Fixed Equipment"), in any way, to the Licensed Premises.

(b) Licensee is permitted to use the Fixed Equipment at the Licensed Premises and agrees to exercise reasonable care in the use, operation and custody of all Fixed Equipment, including any other property and equipment ("Property") and used in the performance of this Agreement. The Licensee shall be responsible for the regular maintenance and repair of Property and Fixed Equipment used on the Licensed Premises and/or for keeping such Property and Fixed Equipment in good operating condition. However, the Licensee is not responsible for failure or breakage of Property and/or Fixed Equipment caused by normal wear and tear, unless caused by the Licensee's negligence.

(c) Licensee must acquire, replace, install or affix, at its sole cost and expense, any equipment, materials and supplies required for the proper operation of Licensed Premises as required by this License or the Commissioner.

ARTICLE 12: CAPITAL IMPROVEMENTS

12.1 The City has final authority over all capital projects and programs undertaken at the Licensed Premises, and the Licensee has final authority over deciding the capital projects and programs for which it will raise money from private donors and/or expend its own funds.

12.2 In addition, subject to all legal requirements, including, but not limited to, compliance with all applicable prevailing wage requirements, and subject to NYC Parks' prior written approval, the Licensee may enter into contracts for approved NYC Parks' capital projects and may supplement NYC Parks and other public capital funds with funds for the development of these projects.

ARTICLE 13: ALTERATIONS BY LICENSEE

13.1 Licensee may alter Licensed Premises only in accordance with the requirements of this Article. Alterations shall become the City's property, at its option, upon their attachment, installation or affixing. Except for ordinary repair and maintenance, "Alterations" shall mean:

(a) Any restoration, rehabilitation, modification, renovation, or improvement to the Licensed Premises;

(b) Any work or construction which would or might affect in any manner, or have any impact whatsoever upon the character, appearance, or design of any portion of the Licensed Premises or its adjacent areas;

(c) Any work, excluding ordinary maintenance and repair, affecting the plumbing, heating, electrical, mechanical, ventilating, or other systems of the Licensed Premises or any major component of such systems;

(d) Affixing or installing any equipment to any area of the Licensed Premises; and,

(e) Any seasonal landscaping or planting that constitutes a significant departure from landscaping, horticulture or planting previously done by Licensee;

(f) Any major landscaping that includes planting or removal of trees, flowers, or shrubbery.

13.2 To alter the Licensed Premises, Licensee must:

(a) Obtain the Commissioner's or Commissioner's designee's prior approval for all designs, plans, specifications, cost estimates, agreements, and contractual understandings relating to contemplated purchases and/or work;

(b) Ensure that work performed and alterations made on the Licensed Premises are undertaken and completed according to submissions approved under Subparagraph (13.2)(a) above, in a good and workmanlike manner, and within a reasonable time;

(c) Notify the Commissioner or Commissioner's designee of the completion and the date of final payment for Alteration(s) within ten (10) days after the completion or final payment;

(d) Comply with existing City and NYC Parks procedures, as may be amended from time to time during the Term and Renewal Term(s) and communicated to BRIC in writing, for review of landscape redesign, renovation and rehabilitation projects in the Licensed Premises.

13.3 In order to guarantee prompt payment of moneys due to a contractor or to contractor's subcontractors and to all persons furnishing labor and materials to the contractor or subcontractor in the prosecution of any alteration with an estimated cost exceeding two hundred fifty thousand dollars (\$250,000), Licensee, or a contractor engaged by Licensee, will be required to post a payment bond or other form of undertaking approved by NYC Parks for one hundred percent (100%) of the cost of such alterations. To the extent that an alteration is funded in whole or in part through a separate contract with the State or City, Licensee will comply with the terms of this contract regarding payment bonds for the work to be performed, including any requirements to obtain a payment bond under State Finance Law § 137 or § 5 of the Lien Law, as applicable.

13.4 All alterations to the Licenses Premises undertaken by the Licensee, its agents, employees, or contractors shall be at the Licensee's sole cost and expense (other than any agreed contribution from the City, and contributions from other public or private sector partners or donors) and this work shall not commence until the Licensee obtains the Commissioner's prior written approval, or Commissioner's designee, and any City or other governmental authorizations, permits, and approvals that may be required.

13.5 The following activities do not constitute an Alteration:

(a) Landscaping that does not involve the installation, replacement, modification or relocation of Fixed Equipment and that is similar to landscaping previously done by Licensee, including, without limitation, planting, maintaining and removing grass, trees, flowers, beds or shrubbery;

(b) Installation of Expendable Equipment ("Expendable Equipment" shall mean all equipment, other than Fixed Equipment, provided by Licensee);

(c) Repair and maintenance of Expendable Equipment or Fixed Equipment, including painting any such equipment;

(d) Day-to-day maintenance of the Licensed Premises; and

(e) Signage, as further described in Article 17 in this Agreement.

ARTICLE 14: ALTERATIONS BY NYC PARKS

14.1 NYC Parks may, in its sole but reasonable judgment and upon reasonable notice to Licensee, make additions, alterations, repairs, decorations or improvements to the Licensed Premises at the City's expense. NYC Parks will use reasonable efforts to not interfere with Licensee's ability to exercise the rights granted hereunder. NYC Parks shall not be obligated or

required to make any additions, alterations, repairs, decorations or improvements, nor shall this provision in any way affect or impair Licensee's obligations in any respect. NYC Parks shall use reasonable efforts to give Licensee at least fourteen (14) days' written notice of any such work and to not interfere with Licensee's operations or use of the Licensed Premises. NYC Parks will use reasonable efforts to schedule any such alterations, additions, decorations, repairs, or improvements at such times as will cause the least interference with Licensee's operations.

14.2 NYC Parks reserves the right to perform construction or maintenance work at the Licensed Premises deemed reasonably necessary to preserve the health and safety of the public by the Commissioner in the Commissioner's sole discretion, at any time during the Term or Renewal Term(s). Licensee agrees to cooperate with NYC Parks to accommodate any such work by providing public and construction access through the Licensed Premises as deemed necessary by the Commissioner. NYC Parks shall use its best efforts to give Licensee at least fourteen (14) days prior written notice of this work and not interfere substantially with Licensee's operations or use of the Licensed Premises. NYC Parks may also temporarily close a part or all of the Licensed Premises for a necessary NYC Parks' construction or maintenance project, or to preserve the health and safety of the public as reasonably determined by the Commissioner.

ARTICLE 15: REVENUE GENERATING ACTIVITIES

15.1 Licensee's right to receive any revenues derived from within the Licensed Premises shall be subject to any and all City authorization, approvals, permits, and compliance with other processes, which may be necessary, including without limitation, any necessary approval by the Franchise and Concession Review Committee ("FCRC"). The Commissioner and NYC Parks agree to reasonably assist Licensee with obtaining, maintaining and renewing any additional approvals, permits, authorizations, and compliance with other processes relating to the services described in this Agreement.

ARTICLE 16: UTILITIES

16.1 (a) NYC Parks shall provide all necessary utilities and shall pay for the cost of such utilities reasonably necessary for Licensee's use and operation of the Licensed Premises pursuant to this License. Licensee shall exercise commercially reasonable efforts to conserve utilities and energy and shall implement conservation programs promulgated from time to time by the City as directed by NYC Parks and Licensee must maintain at its sole cost and expense all utilities above grade during each Operating Season. Licensee shall comply with any applicable city, state or federal rules, regulations or codes regarding utilities during each Operating Season. Prior to the beginning of each Operating Season and prior to the end of each Operating Season, NYC Parks and Licensee will conduct a walk-through of the Licensed Premises to inspect for any damage to utilities that are above grade. If damage is discovered prior to the beginning of the Operating Season it will be NYC Parks' responsibility to repair such damage at its sole cost and expense. If damage is discovered prior to the end of the Operating Season it will be Licensee's responsibility to repair such damage at its sole cost and expense. Licensee shall not undertake the installation of any new utility lines without first having obtained all necessary permits and approvals from NYC Parks and such other Federal, State, or City agencies or entities having jurisdiction over the operation of the Licensed Premises.

(b) In the event of failure of utilities during the Operating Season, NYC Parks shall reasonably seek to provide the necessary repairs and, if necessary, provide temporary utilities during the repair period.

(c) Licensee may, as funds allow, support the upgrading of utilities at the Licensed Premises.

ARTICLE 17: SIGNAGE

17.1 The placement and design of all signage is subject to NYC Parks' prior written approval, which approval shall not be unreasonably withheld or delayed.

17.2 Licensee may display signs needed to guide and inform the public as to the location and hours of operation at the Licensed Premises as well as to inform the public that the Licensed Premises is under Licensee's stewardship. Signs shall be maintained in good condition and repair, shall include the NYC Parks' logo and shall follow the design guidelines set by NYC Parks, unless otherwise approved in writing by NYC Parks. Prior to the start of each Operating Season, Licensee shall provide to NYC Parks a mock-up of Licensee's signage program for Commissioner approval. Licensee may display signs without any further approval of Parks so long as such designs are not materially different from the proposed designs theretofore approved by Parks. Signs may indicate that the Licensee in cooperation with NYC Parks maintains the Licensed Premises through a License Agreement.

17.3 Licensee may post signs throughout the Licensed Premises to direct patrons to services and facilities. The signs shall include the necessary wording and arrows to appropriately direct patrons. Licensee shall obtain necessary approvals or permits from any governmental agency having jurisdiction over any nearby highways, streets, or other specified location contemplated for the placement of any signs off-site of the Licensed Premises.

17.4 Licensee may, at its sole cost and expense, post throughout the Licensed Premises bulletin boards, which may display news, information regarding Licensee (including upcoming events, donor information and recognition, sponsorship opportunities and recognition) and information about the Licensed Premises (such as the Licensed Premises' history).

17.5 For those signs posted by Licensee, Licensee shall maintain all graphics in a first class condition, and promptly clean all vandalized or damaged signs or replace such vandalized or damaged signs with new signs that match other installed signs. An overall signage plan for the Licensed Premises is subject to the Commissioner or Commissioner's designee's reasonable written approval. Signage at the entrances, and elsewhere where required by the Commissioner or Commissioner's designee, will acknowledge NYC Parks. Such signage shall conform to the following requirements:

(a) Include BRIC name;

(b) Include BRIC logo (which may change);

(c) Signs must be no larger than the ones already in the Park, except as reasonably approved by the Commissioner or Commissioner's designee or as approved in **Exhibit G**;

**ARTICLE 18: SPONSORSHIP AGREEMENTS, PUBLICATIONS, ADVERTISING,
AND PUBLICITY**

18.1 Licensee must obtain NYC Parks' prior written approval (which approval shall not be unreasonably withheld or delayed), before entering into any marketing or sponsorship agreement regarding the Licensed Premises that were not otherwise approved as part of the Pre-Operating Season Plan, and must account for any funds from these agreements under Article 20 (Revenue & Accounts) of this Agreement. If Licensee breaches this provision, the City shall take any action that the City may deem necessary to protect the City's interests.

18.2 Smoking of any tobacco products or non-tobacco smoking products and use of electronic cigarettes are strictly prohibited at the Licensed Premises. The display, placement or promotion of any tobacco products, non-tobacco smoking products, or electronic cigarettes shall not be permitted at the Licensed Premises. Licensee shall not accept sponsorships of any kind for the Licensed Premises on behalf of any tobacco products, non-tobacco smoking products, or electronic cigarettes. Licensee shall follow and enforce these policies.

18.3 Licensee shall establish an appropriate advertising and promotional program in connection with its activities and productions at the Licensed Premises, to the extent financially feasible. Such advertising and promotional program shall acknowledge the support of the Mayor of the City of New York and the Commissioner in an appropriate manner as reasonably approved by the Commissioner. Licensee shall have the right to print or to arrange for the printing of programs for events containing any advertising matter consistent with its rights hereunder regarding its artistic and programmatic control of the activities conducted by Licensee at the Licensed Premises. Licensee agrees to provide copies of the annual brochure, the website promotional materials, the season press release, and all full-page ads paid for by Licensee to the Commissioner or Commissioner's designee for review and reasonable approval prior to publication. All such print materials shall include the NYC Parks logo.

18.4 (a) To assure public awareness of the Premises and its programs, Licensee shall make good faith efforts to provide notice to the public about the opportunity to participate in the programs offered at the Premises. Good faith efforts may include, but not be limited to advertising in local newspapers, and other community publications, posting posters, notifying neighborhood residents, public and private schools and community civic groups.

(b) If in the Commissioner's reasonable discretion any release, advertisement, or statement made to the public relating to programs and services offered at the Premises are incorrect or unacceptable for any reason, Licensee agrees to alter or cease such release, advertisement, or statement as directed by the Commissioner or Commissioner's designee.

ARTICLE 19: USE OF NAME & LOGO

19.1 (a) Except as described in subparagraph (b) below, all intellectual property rights in the Licensed Premises name, signage, structures, historical location, monuments, or other items or material that depict, are sited in, or refer to the Licensed Premises and any other names, trademarks, service marks, copyrights, patents, trade names, service names, logos, domain names, identifiers, images and other intellectual property **(i)** developed or designed by the City or its employees,

contractors, or others on the City's behalf, or **(ii)** in the case of trademarks, used by the City in commerce unless Licensee is a prior user of any trademark in commerce ("City IP") are the property of the City. To the extent that Licensee uses any City IP in the course of performing its non-profit activities ("Licensee Activities"), Licensee shall obtain NYC Parks' prior written permission and approval for this use. In the event that NYC Parks grants permission for the Licensee to use the City IP for non-commercial purposes, then NYC Parks grants and will grant a non-exclusive, royalty-free, worldwide, non-transferable and non-sublicensable license to Licensee to make non-commercial use of, display and maintain City IP for the Licensee's Activities in support of the Licensed Premises. To the extent that NYC Parks' prior permission and approval had already been obtained to use City IP, it will be continued as previously agreed upon, subject to the use and monetary restrictions contained in this subparagraph (a).

(b) Any and all trademarks, service marks, copyrights, patents, trade names, service names, logos, domain names, identifiers, images and other intellectual property rights that Licensee has or acquires that meet the following requirements ("Licensee Specific IP") are the property of Licensee: such intellectual property **(i)** was created by or on Licensee's behalf, its employees, contractors, or others, other than at the City or NYC Parks' specific direction, and **(ii)** includes no City IP (as defined in subparagraph (a) above) unless NYC Parks grants prior written permission and approval for the use of City IP for use within Licensee's Specific IP. The Licensee Specific IP shall be used exclusively in connection with Licensee's Activities, as shall Licensee's ability to use any City IP that is incorporated into Licensee Specific IP with the City's permission. Any revenue that Licensee derives from the use, licensing, or other exploitation of Licensee Specific IP shall be used during the term of this Agreement exclusively in connection with Licensee Activities, but this restriction shall terminate on the expiration or termination of this Agreement. Licensee in this Agreement grants a non-exclusive, royalty-free, worldwide, non-transferable and non-sublicensable license to the City and NYC Parks to make use of, display and maintain Licensee Specific IP. NYC Parks shall make no commercial use of Licensee Specific IP (e.g., merchandise sales, licensing or other use intended to or which does generate revenue) without the Licensee's prior written approval.

(c) All goodwill associated with the City IP or the Licensee Specific IP shall be the exclusive property of its respective owner and neither party shall take any actions inconsistent with such rights. Each party recognizes and acknowledges that the City IP and Licensee Specific IP are the exclusive property of the other and they communicate in the public, worldwide, a reputation for high standards of quality and services, which reputation and goodwill have been and continue to be unique to the owner. Each party further recognizes and acknowledges that all trademarks, service marks, trade names and service names included in the City IP and Licensee Specific IP have acquired secondary meaning in the mind of the public. Neither the City IP, nor the Licensee Specific IP shall be used in connection with any illegal, illicit or immoral purpose or activity, or in any manner, which could be inconsistent with, or damaging to the owner's name and reputation. Either party shall have the right to terminate this Agreement, upon written notice if any part of the City IP or Licensee Specific IP is used by the other party in connection with any illegal, illicit or immoral purpose or activity. If any of the City IP or Licensee Specific IP is used by the other party in any way which, in the reasonable judgment of the owner, is inconsistent with or damaging to the owner's name or reputation, the owner shall notify the other party in writing and, before exercising the right of termination provided for in this subparagraph (c), shall provide three (3) business days following receipt of such notice to the other party to immediately cease and halt all such uses.

(d) During the Term, each party may make only the uses described in subparagraphs (a) and (b) above. Each party acknowledges and agrees that all use of and goodwill in the City IP or Licensee Specific IP shall inure to the benefit of its owner. Neither the City, nor Licensee shall acquire any rights in the Licensee Specific IP or City IP, respectively, by virtue of any use it makes of it or any portion of it.

(e) The Parties will not use the name of the other party, its subsidiaries or affiliates in any sales or marketing publication or advertisement without prior full disclosure of such use and the written consent of the other party, such consent not to be unreasonably withheld or delayed.

(f) All provisions of this Article 19 will survive any termination of this Agreement except as otherwise set forth in this Article.

ARTICLE 20: REVENUES & ACCOUNTS

20.1 Licensee shall continue to maintain an account or sub-account, accounted for separately and reconciled monthly, in a bank located within the City of New York, insured by the Federal Deposit Insurance Corporation ("Account"). There shall be deposited in the Account all revenues ("Operating Revenues") collected in connection with or resulting from the rights and privileges granted to Licensee, including but not limited to any funds collected under a marketing or sponsorship or donor recognition agreement described in Articles 8.3 and 18.1. Licensee may withdraw Operating Revenues from the Account to expend for ordinary and necessary expenses directly attributable to Licensee's operation of the Licensed Premises, including expenses for programming, operating, managing, maintaining and repairing the Licensed Premises as well as programming at other NYC Parks sites and as described in Articles 5 and 8. The administration of the Account is subject to the inspection and audit record keeping provisions set out in Article 23. Operating Revenues do not include funds collected or received by Licensee (such as grants, donations, sponsorships, bequests and contributions) other than in the course of Licensee's use or operation of the Licensed Premises. Applicable law governs Licensee's use of such other revenues.

ARTICLE 21: REPORTING

21.1 (a) Financial Statement: Licensee shall furnish to the Commissioner or Commissioner's designee an annual report in conformance with GAAP and its tax return for each fiscal year during the Term and Renewal Term(s) and any renewal thereof including but not limited to the Licensee's 990 filings. Such statements shall, if they involve amounts over ten thousand dollars (\$10,000.00), be prepared by an independent Certified Public Accountant retained at the cost and expense of the Licensee. Such annual statement shall be submitted to the Commissioner or Commissioner's designee no later than ninety (90) days after the close of each year of the Term and Renewal Term(s) of this Agreement.

(b) **BRIC Celebrate Brooklyn! Financial Report:** In addition to Licensee's audited Financial Statement, Licensee shall provide Parks with an annual report of Licensee's revenue and expenses related to BRIC Celebrate Brooklyn!

(c) Licensee shall furnish to NYC Parks a copy of Licensee's Form 990, as filed with the Internal Revenue Service. Such Form 990 shall be submitted to the Commissioner no later than the final filing deadline as mandated by the Internal Revenue Service during the Term and any renewal thereof of this Agreement.

21.2 Monthly Operations Report: During the Operating Season Licensee shall furnish to NYC Parks a monthly report to be submitted within seven (7) days of the previous month's end. The report shall include, but not be limited to, operations activities (repairs, maintenance, etc.), capital projects and alterations, upcoming public programs and events, future/ongoing initiatives, personnel, incidents/unusual activity, inquiries or publications from press and media, and other relevant information that should be reported to NYC Parks.

21.3 LL28 Report: Pursuant to the amendment to Local Law 28 of 2008 as codified in the Administrative Code Title 18 § 18-134, the form of which is in **Exhibit H**, the Licensee shall provide to NYC Parks, in a form acceptable to NYC Parks, data concerning any funds that the Licensee has expended at the Premises for the preceding period of July 1st to June 30th no later than October 31st each year. All information furnished to NYC Parks shall be accurate, and correct in all material respects and sufficient to give NYC Parks a true and accurate picture of the funds expended by the Licensee at the Premises.

21.6 Board Meetings: Licensee will provide notice to the Commissioner or Commissioner's designee of all meetings, hearings and proceedings of Licensee's Board of Directors, and will make available for consultation any of its officers and employees whose work relates to the performance of this Agreement.

ARTICLE 22: RETENTION OF RECORDS

22.1 Licensee agrees to retain all books, records, and other documents relevant to this Agreement for six (6) years after the termination of this Agreement. City, State and Federal auditors shall have full access to and the right to examine any of these materials during this period, upon reasonable prior notice. Notwithstanding the foregoing, the Parties acknowledge and agree that the New York City Comptroller's ("Comptroller") powers, duties and obligations under the Charter shall not be diminished, compromised or abridged in any way.

ARTICLE 23: INSPECTIONS AND AUDITS

23.1 Licensee will make available, upon reasonable prior notice, at its principal place of business, for audit, inspection or removal of copies by NYC Parks, the Comptroller, and a NYC Parks-authorized independent auditor, Licensee's books and records relating to the performance of this Agreement, including, but not limited to, the following:

(a) Revenue and expenditures, annual budget, bi-weekly payroll recap, fringe benefits, books, accounts, canceled checks, and all other fiscal records;

(b) Staff and salary roster, including salary changes and adjustments;

(c) Internal and external audits completed within the last three (3) years;

(d) Minutes of meetings of the Board of Directors;

(e) Programs, research, and other reports and publications in connection with Licensee's responsibilities at the Licensed Premises pursuant to this Agreement; and,

(f) Registration and attendance records of Licensee's sponsored programs and any other matters relating to the performance of and compliance with this Agreement, or with any laws or regulations governing the Licensee's conduct under this Agreement.

23.2 Licensee will establish and maintain accurate records and accounts, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this License and any revenue generated pursuant to this Agreement. Such records and accounts shall conform to generally accepted accounting principles ("GAAP").

23.3 Licensee shall use accounting and internal control methods and procedures and keep additional books and records as may be reasonably prescribed by NYC Parks or the Comptroller. NYC Parks or the Comptroller shall have the right to examine Licensee's record keeping procedures before the commencement of the Term, and at any other subsequent time to assure that the procedures are adequate to reveal the true, correct and entire business conducted by Licensee.

23.4 Licensee's failure or refusal to furnish any of the statements required to be furnished under this Paragraph within thirty (30) days after its due date, the failure or refusal to maintain adequate internal controls or to keep any of the records required by this Paragraph after receiving NYC Parks or the Comptroller's prior written notice, or the existence of any unexplained discrepancy, as disclosed by audit conducted by NYC Parks or the Comptroller, the results of which are provided by written notice to Licensee in each instance, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and a default under this Agreement, which shall entitle NYC Parks, at its option, to terminate this License.

ARTICLE 24: INVESTIGATIONS

24.1 (a) The Parties to this License shall cooperate fully and faithfully with any investigation, audit or inquiry conducted by a State of New York ("State") or City 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, permit, or license that is the subject of the investigation, audit, or inquiry.

(b) (i) If any person who has been advised that his or her statement and any information from such statement will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, State, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey or any local development corporation within the City, or any public benefit corporation organized under the State of New York laws, or;

(ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit, or inquiry conducted by a City or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in and is seeking testimony concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City, State, or any political subdivision thereof or any local development corporation with the City, then;

(A) The Commissioner or Agency Head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of any person to testify.

(B) If any non-governmental party to the hearing requests an adjournment, the Commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination under Section 24.1(c) below without the City incurring any penalty or damages for delay or otherwise.

(c) The penalties, which may attach after the Commissioner or Agency Head's final determination, may include but shall not exceed:

(i) The disqualification for a period not to exceed five (5) years from the date of an adverse determination of any person or entity of which the person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City; and/or

(ii) The cancellation or termination of any and all existing City contracts, leases, permits, or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value before the issuance of the notice scheduling the hearing, without the City incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued before the cancellation or termination shall be paid by the City.

(d) The Commissioner or agency head shall consider and address in reaching a determination and in assessing an appropriate penalty the factors in Section 24.1(d) (i) and (ii) below. The Commissioner or agency head may also consider, if relevant and appropriate, the criteria established in Sections 24.1 (iii) and (iv) below in addition to any other information that may be relevant and appropriate.

(i) A person's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the

discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under Section 24.1(c) above, provided that the party or entity has given actual notice to the Commissioner or agency head upon the acquisition of the interest, or at the hearing called for in Section 24.1(b)(ii)(A)) above gives notice and proves that such interest was previously acquired. Under either circumstance, the party or entity must present evidence at the hearing demonstrating the potentially adverse impact a penalty will have on such person or entity.

(e) The following definitions apply within this provision of the Agreement:

(i) The term "license" or "permit" as used here shall be defined as a license, permit, franchise, or concession not granted as a matter of right.

(ii) "person" as used here shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term "entity" as used here shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City or otherwise transacts business with the City.

(iv) The term "member" as used here shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

(f) In addition to and notwithstanding any other provision of this License, the Commissioner or agency head may in the Commissioner's sole discretion terminate this Agreement upon not less than three (3) days written notice if Licensee fails to promptly report in writing to the City's Commissioner of Investigation, any solicitation of money goods requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City of other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this License Agreement by the Licensee, or affecting the performance or this License Agreement.

ARTICLE 25: NOTICE

25.1 Licensee shall prepare and provide to NYC Parks operational status reports as reasonably requested by the Commissioner or Commissioner's designee. In addition, Licensee shall immediately, or within twenty-four (24) hours of occurrence or notice thereof, report major and/or unusual incidents in a format reasonably acceptable to the Commissioner or Commissioner's designee. Licensee shall promptly notify NYC Parks, in writing, of any claim for injury, death, property damage or theft, which may be asserted against Licensee with respect to the Licensed Premises. Licensee shall designate a person to handle all such claims, including all insured claims for loss or damage pertaining to the maintenance and repair of the Licensed Premises. The name and address of the designated person shall be provided to NYC Parks in writing.

25.2 Licensee shall promptly notify NYC Parks of any unusual conditions that may develop in the course of the operation of the Licensed Premises, including, but not limited to, fire, flood, casualty, and substantial damage of any character. Licensee shall also notify NYC Parks to the extent it is aware of any such unusual conditions.

25.3 All notices from Licensee to NYC Parks shall be in writing and delivered by mailing a copy of such notice by registered or certified mail, return receipt requested, to the attention of: **NYC Parks' Chief of Strategic Partnerships, New York City Department of Parks & Recreation, The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10065**, or such other address as NYC Parks may designate, with copies sent to NYC Parks' General Counsel at the same address. All notices from NYC Parks to Licensee shall be dispatched in the same manner, and delivered to Licensee to the attention of **Wes Jackson, President, BRIC Arts | Media | Bklyn, Inc., 647 Fulton Street, Brooklyn, NY 11217**, or such other address as may be notified from time to time. A courtesy copy of all notices to Licensee shall be delivered to The Austin Law Firm, PC, 3 Columbus Circle, 15th Floor, New York, NY 10019, Attn: Charles Austin, Esq.

ARTICLE 26: NYC PARKS' RESERVATION OF RIGHTS & INTERESTS

26.1 Public Events: The Parties to this Agreement will give each other timely written notice in advance of all press conferences, public ceremonies, or other public or planned news events relating to the subject of this Agreement.

26.2 Public Communications: In any statement or release made to the public relating to the subject of this Agreement, Licensee will conspicuously acknowledge NYC Parks' involvement. If the Commissioner or Commissioner's designee finds that any release, advertisement or statement made to the public relating to the programs and activities offered in the Licensed Premises is incorrect or unacceptable, Licensee and the Commissioner or Commissioner's designee agree in good faith to make such release, advertisement or statement accurate and acceptable to both Parties.

26.3 Publications: If Licensee publishes a work, such as a book, discussing any aspect of performance of any service covered by this Agreement, Licensee will acknowledge therein the involvement, if any, of the City, when appropriate, and, to the extent Licensee has the ability to grant such rights, the City will have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use such publication.

26.4 Subject to the terms of this License, NYC Parks expressly reserves the right, in consultation with Licensee, to schedule and conduct events, alone or in conjunction with co-sponsors, including but not limited to concerts, fairs and festivals in the Licensed Premises.

ARTICLE 27: PROHIBITIONS OF USE

27.1 Nuisance and Waste: Licensee shall not create or suffer to be created any nuisance or danger to the public safety or public property in, on or about the Premises and shall not commit or cause any waste, damage, disfigurement, or injury to the Premises.

27.2 No Combustibles and Inflammables: Except for properly stored fuels or other properly stored solvents necessary for the maintenance or operation of the Premises, Licensee shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances or explosives of any kind or any other substance or thing prohibited in the standard policies of fire insurance companies in the State of New York. Licensee shall be allowed to keep a small quantity of gasoline at the Licensed Premises in order to fuel its vehicles in order to perform its obligations under this License provided that such storage does not conflict with the terms and conditions of Licensee's insurance policies.

27.3 Licensee shall not use or grant permission to others to use the Licensed Premises, or any portion, for any unlawful purpose or in violation of any existing certificate of occupancy or the provisions on the use of the Licensed Premises as set forth in this License.

27.4 Licensee represents and warrants that its operations at the Licensed Premises will not involve petroleum products, asbestos, lead, pcbs or any other hazardous materials.

ARTICLE 28: INSURANCE

28.1 Licensee's Obligation to Insure:

(a) From the date this License is executed through the date of its expiration or termination, the Licensee shall ensure that the types of insurance indicated in this Article are obtained and remain in force, and that such insurance adheres to all requirements. The City may require higher liability limits, provided they are commercially reasonable, if, in the Commissioner's opinion, Licensee's operations warrant it.

(b) The Licensee is authorized to undertake or maintain operations under this License only during the effective period of all required coverage.

28.2 Commercial General Liability Insurance:

(a) The Licensee shall maintain Commercial General Liability insurance for three million dollars (\$3,000,000.00) per occurrence for bodily injury (including death) and property damage and One Million Dollars (\$1,000,000.00) per occurrence for personal and advertising injury. In the event such insurance contains an aggregate limit, the aggregate shall apply on a per-location basis applicable to the Licensed Premises and such per-location aggregate shall be at least Three Million Dollars (\$3,000,000.00). This insurance shall protect the insureds from claims that may arise from any of the operations under this License. Coverage 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 the Commissioner, and shall be "occurrence" based rather than "claims-made."

(b) Such Commercial General Liability insurance shall name the City, together with its officials and employees, as an **Additional Insured** for claims that may arise from any of the operations under this License. Coverage shall be at least as broad as the most recent editions of ISO Form CG 20 26 and CG 20 37, and the limits for the City shall be no lower than Licensee's. "Blanket" or other forms are acceptable if they provide the City, together with its officials and employees, with coverage at least as broad as ISO Forms CG 20 26 and CG 20 37.

28.3 Workers Compensation Insurance, Employers Liability and Disability Benefits Insurance:

The Licensee shall maintain Workers' Compensation Insurance, Employers Liability Insurance and Disability Benefits Insurance on behalf of, or with regard to, all employees involved in the Licensee's operations under this License, and such insurance shall comply with the laws of the State of New York.

28.4 Commercial Automobile Liability Insurance:

(a) With regard to all operations under this License, in the event that vehicles are brought onto the Licensed Premises or used in Licensee's operations, Licensee shall maintain or cause to be maintained Commercial Automobile Liability Insurance in the amount of at least one million dollars (\$1,000,000.00) each accident (combined single limit) for liability arising out of the ownership, maintenance or use of any owned, non-owned, or hired vehicles. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.

(b) If vehicles are used for transporting hazardous materials, such 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.

28.5 Liquor Law Liability Insurance

(a) In the event the Licensee shall serve alcohol on the Licensed Premises, the Licensee shall carry or cause to be carried liquor law liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence, and name PPA and the City as additional insureds pursuant to ISO Form CG 20 26. Such insurance shall be effective prior to the commencement of any such service of alcohol and continue throughout such operations.

(b) In the event the Licensee shall permit sublicensees or others to serve alcohol on the Licensed Premises, the Licensee shall carry or cause each such person to carry liquor law liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and name BRIC, PPA and the City as additional insureds pursuant to ISO Form CG 20 26. Such insurance shall be effective prior to the commencement of any service of alcohol by such person on the Licensed Premises and continue throughout such operations.

28.6 General Requirements for Insurance Coverage and Policies:

(a) Policies of insurance required under this Paragraph shall be provided by companies that may lawfully issue such 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 the Commissioner.

(b) Policies of insurance required under this Paragraph shall be primary and non-contributing to any insurance or self-insurance maintained by the City.

(c) Wherever this Article requires that insurance coverage be "at least as broad" as a specified form (including all ISO forms), there is no obligation that the form itself be used, provided that Licensee can demonstrate that the alternative form or endorsement contained in its policy provides coverage at least as broad as the specified form.

(d) There shall be no self-insurance program with regard to any insurance required under this Paragraph unless approved in writing by the Commissioner. Under no circumstances shall the City be responsible for the payment of any self-insured retention (or any other aspect of a self-insurance program). Further, Licensee shall ensure that any such self-insurance program provides the City with all rights that would be provided by traditional insurance under this Article, including, but not limited to, the defense and indemnification obligations that insurers are required to undertake in liability policies.

(e) The City's limits of coverage for all types of insurance required under this Article shall be the greater of:

- (i) The minimum limits set forth in this Article; or,
- (ii) The limits provided to the Licensee under all primary, excess, and umbrella policies covering operations under this License.

(f) All required policies, except for Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance, shall contain an endorsement requiring that the issuing insurance company endeavor to provide the City with advance written notice in the event such policy is to expire or be canceled or terminated for any reason, and to mail such notice to both the **Commissioner, New York City Department of Parks & Recreation, 830 Fifth Avenue, New York, NY 10065, and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New, York, NY 10007.** Such notice is to be sent at least thirty (30) days before the expiration, cancellation, or termination date, except in cases of non-payment, where at least ten (10) days written notice would be provided.

(g) All required policies, except Workers' Compensation Insurance, Employers Liability Insurance and Disability Benefits Insurance, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

28.7 Proof of Insurance:

(a) Certificates of Insurance for all insurance required in this Article must be submitted to and accepted by the Commissioner prior to or upon execution of this License.

(b) For Workers' Compensation Insurance, Employers Liability Insurance, and Disability Benefits Insurance policies, the Licensee shall submit one of the following:

- (i) C-105.2 Certificate of Worker's Compensation Insurance;
- (ii) U-26.3 – State Insurance Fund Certificate of Workers' Compensation Insurance;
- (iii) Request for WC/DB Exemption (Form CE-200);
- (iv) Equivalent or successor forms used by the New York State Workers' Compensation Board; or,
- (v) Other proof of insurance in a form acceptable to the City. ACORD forms are not acceptable proof of Workers' Compensation coverage.

(c) For all insurance required under this Article other than Workers' Compensation, Employers Liability and Disability Benefits, the Licensee shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall:

- (i) Certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and,
- (ii) Be accompanied by the provision(s) or endorsement(s) in the Licensee's policy/ies, including its general liability policy, by which the City has been made an Additional Insured or loss payee, as required herein. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form annexed in **Exhibit I** or as otherwise required by the Commissioner or certified copies of all policies referenced in such Certificate of Insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

(d) Certificates of Insurance confirming renewals of insurance shall be submitted to the Commissioner before the expiration date of coverage of all policies required under this License. Such Certificates of Insurance shall comply with subparagraphs (c) (i) and (ii) directly above.

(e) The Commissioner's acceptance or approval of a Certificate of Insurance or any other matter does not waive Licensee's obligation to ensure that insurance fully consistent with the requirements of this Paragraph is secured and maintained, nor does it waive Licensee's liability for its failure to do so.

(f) The Licensee shall be obligated to provide the City with a copy of any policy of insurance required under this Article upon the Commissioner or the New York City Law Department's request.

28.9 Miscellaneous:

(a) The Licensee may satisfy its insurance obligations under this Article through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.

(b) The Licensee shall be solely responsible for the payment of all premiums for all policies and all deductibles or self-insured retentions to which they are subject, whether or not the City is an insured under the policy.

(c) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Paragraph, the Licensee shall notify in writing all insurance carriers that issued potentially responsive policies of any such event relating to any operations under this License, including notice to Commercial General Liability insurance carriers for events relating to the Licensee's own employees, no later than twenty (20) days after such event. For any policy where the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Insured as well as the Named Insured." Such notice shall also contain the following information: the number of the insurance policy, the name of the named insured, the date and location of the damage, occurrence, or accident, and the identity of the persons or things injured, damaged, or lost. The Licensee shall simultaneously send a copy of such notice to:

City of New York Law Department
c/o Insurance Claims Specialist
Affirmative Litigation Division
100 Church Street
New York, NY 10007

(d) The Licensee's failure to secure and maintain insurance in complete conformity with this Paragraph, or to give the insurance carrier timely notice on behalf of the City, or to do anything else required by this Paragraph shall constitute a material breach of this License. Such breach shall not be waived or otherwise excused by the City's action or inaction at any time.

(e) Insurance coverage in the minimum amounts provided for in this Article shall not relieve the Licensee of any liability under this License, nor shall it preclude the City from exercising any rights or taking such other actions as are available to it under any other provisions of this License or the law.

(f) In the event of any loss, accident, claim, action, or other event that does or can give rise to a claim under any insurance policy required under this Paragraph, the Licensee shall at all times fully cooperate with the City with regard to such potential or actual claim.

(g) Apart from expenses, damages or losses covered by Workers' Compensation Insurance, Employers Liability Insurance, Disability Benefits Insurance, or Commercial

Automobile Insurance, the Licensee waives all rights against the City, including its officials and employees, for any damages or losses that are covered under any insurance required under this Paragraph, whether or not such insurance is actually procured or claims are paid thereunder, or any other insurance applicable to the operations of the Licensee and/or its employees, agents, or servants of its contractors, or subcontractors.

(h) Licensee shall require its construction contractors that perform construction on the Licensed Premises to maintain Commercial General Liability Insurance in accordance with Section 28.2, and such insurance shall include City, together with its officials and employees, as Additional Insureds with coverage at least as broad as ISO Forms CG 20 26 and CG 20 37. In the event Licensee requires any other entity, by contract or otherwise, to procure insurance with regard to any operations under this License Agreement and requires such entity to name Licensee as an Additional Insured under such insurance, Licensee shall ensure that such entity also names City, together with its officials and employees, as Additional Insureds (with coverage for Commercial General Liability Insurance) at least as broad as ISO form CG 20 26).

(i) [Intentionally Omitted].

(j) In the event the Licensee receives, notice, from an insurance company or other person, that any insurance policy required under this Article shall expire or be canceled or terminated (or has expired or been canceled or terminated), for any reason, the Licensee shall immediately forward a copy of such notice to both the Commissioner, New York City Department of Parks & Recreation, 830 Fifth Avenue, New York, NY 10065, and the New York City Comptroller, attn.: Office of Contract Administration, Municipal Building, One Centre Street, Room 1005, New York, NY 10007. Notwithstanding the above, the Licensee shall ensure that there is no interruption in any of the insurance coverage required under this Article.

ARTICLE 29: RESPONSIBILITY FOR SAFETY, INJURIES OR DAMAGE & INDEMNIFICATION

29.1 Licensee shall indemnify the City in accordance with this Article 29 as follows:

(a) Licensee shall be solely responsible for the safety and protection of its employees, agents, servants, sublicensees, contractors, and subcontractors, and for the safety and protection of the employees, agents, or servants of its sublicensees, contractors or subcontractors.

(b) Licensee shall be solely responsible for taking all reasonable precautions to protect the persons and property of the City or others from damage, loss or injury resulting from any and all operations under this License.

(c) Licensee shall be solely responsible for injuries to any and all persons, including death, and damage to any and all property arising out of or related to the operations under this License, with the exception of injuries and damages arising out of the intentional misconduct or gross negligence of the City, including but not limited to injuries or damages resulting from the acts or omissions of any of its employees, agents, servants, sublicensees, contractors, subcontractors, or any other person.

(d) Licensee shall use the Licensed Premises in compliance with, and shall not cause or permit the Licensed Premises to be used in violation of, any and all Federal, State or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adapted in the future which are or become applicable to Licensee or the Licensed Premises (collectively “Environmental Laws”). Except as may be agreed by the City as part of this License, Licensee shall not cause or permit, or allow any of Licensee’s personnel to cause or permit, any Hazardous Materials to be brought upon, stored, used generated, treated or disposed of on the Licensed Premises. As used herein, “Hazardous Materials” means any chemical, substance or material, which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects.

29.2 (a) To the fullest extent permitted by law, Licensee shall indemnify, defend and hold the City and its officials and employees harmless against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements,, damages, costs and expenses which may arise out of any negligent or willful act of Licensee under this License, any violation of any law and from any and all claims for loss, damage, or injury, including death, or property damage of whatever kind or nature (including, without limitation, reasonable attorneys' fees and disbursements) (collectively, “Damages”) arising out of or related to any of the operations under this License (regardless of whether or not Licensee itself has been negligent) and/or Licensee’s failure to comply with the law or any of the requirements of this License. As far as the facts or law relating to any of the foregoing would preclude the Licensee from completely indemnifying the City and/or its officials and employees, Licensee shall indemnify the City and its officials and employees to the fullest extent permitted by law.

(b) Licensee’s obligation to defend, indemnify and hold the City and its officials and employees harmless shall not be (i) limited in any way by Licensee’s obligations to obtain and maintain insurance under this Licensee, nor (ii) adversely affected by any failure on the part of the City or its officials and employees to avail themselves of the benefits of such insurance.

29.3 The foregoing indemnity obligation of Licensee pursuant to this Article 29 shall not apply to any Damages to the extent arising out of any intentional tortious acts or gross negligence of the City or its officials or employees.

ARTICLE 30: INFRINGEMENTS

30.1 To the fullest extent permitted by Law, the Licensee shall defend, indemnify, and hold harmless the City, including its officials and employees, against any and all claims (even if the allegations of the claim are without merit), judgments for damages, and costs and expenses to which the City or its officials or employees, may be subject to or which they may suffer or incur allegedly arising out of any infringement, violation, or unauthorized use of any copyright, trade secret, trademark or patent or any other property or personal right of any third party by the Licensee and/or its employees, agents, or subcontractors in the performance of this Agreement. To the fullest extent permitted by Law, the Licensee shall defend, indemnify, and hold harmless the City and its officials and employees regardless of whether or not the alleged infringement, violation, or

unauthorized use arises out of compliance with the Agreement's scope of services/scope of work. Insofar as the facts or Law relating to any of the foregoing would preclude the City and its officials and employees from being completely indemnified by the License, the City and its officials and employees shall be partially indemnified by the Licensee to the fullest extent permitted by Law.

ARTICLE 31: REPRESENTATIONS, WARRANTIES & COVENANTS

31.1 All revenues generated by Licensee at the Licensed Premises shall be used strictly to cover the cost of the Free Events and for maintenance and operation of the Licensed Premises, salary costs and administrative expenses directly related to the operation of the Licensed Premises or other free performing arts programming in City parks agreed upon by Licensee and NYC Parks.

31.2 Licensee makes the following representations and warranties:

(a) Licensee is a not-for-profit corporation duly organized, validly existing and in good standing under the State of New York laws and has all requisite power and authority to execute, deliver and perform this Agreement.

(b) This Agreement has been duly authorized by all necessary corporate action on the part of Licensee, has been duly executed and delivered by Licensee, and assuming due execution and delivery by the City, constitutes a legal, valid, binding and enforceable obligation of Licensee.

(c) The execution and delivery of this Agreement, and compliance with the provisions, do not and will not conflict with or constitute a violation of or default under Licensee's Certificate of Incorporation, by-laws, or any statute, indenture, mortgage, deed of trust or other agreement or instrument to which Licensee is bound, or, to the knowledge of Licensee, any order, rule or regulation of any court, governmental agency or body having jurisdiction over Licensee or any of its activities or properties.

(d) In procuring this License Agreement, Licensee has neither been asked to pay, offered to pay nor paid any illegal consideration, whether monetary or otherwise.

(e) Licensee has not employed any person to solicit or procure this Agreement, and has not made and shall not make any payment of any commission, percentage, brokerage, contingent fee or any other compensation in connection with the procurement of the Agreement.

31.3 Licensee covenants and agrees that during the Term and Renewal Term(s) it shall maintain its corporate existence under the State of New York laws as a not-for-profit corporation, and shall maintain its tax-exempt status under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended.

ARTICLE 32: COMPLIANCE WITH APPLICABLE STATUTES & REGULATIONS

32.1 Licensee shall faithfully perform and carry out the provisions of this License and cause its agents, employees, and invitees to conform to all rules, regulations, and orders prescribed as of this date or which may in this Agreement be reasonably prescribed by the Commissioner or Commissioner's designee, provided Commissioner or Commissioner's designee shall use

reasonable efforts to give Licensee notice of any rules, regulations, or orders in this Agreement prescribed by NYC Parks, and comply with all laws, regulations, rules, and orders of any kind whatsoever and of any agency or entity of government whatsoever applicable to the Licensed Premises including Licensee's use and occupation. This provision includes, but is not limited to, 56 RCNY §1-01 et seq., New York City Administrative Code §18-137, the New York State Not-for-Profit Corporation Law, applicable tax and labor laws relating to non-discrimination in employment, and laws protecting youths from child abuse and maltreatment.

ARTICLE 33: CONFLICT OF INTEREST

33.1 Licensee represents and warrants that neither it nor any of its officers, directors, trustees, employees, or volunteers 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 provided. Licensee further represents and warrants that in the performance of this Agreement, Licensee shall not employ any person having this interest or possible interest. No elected official or other officer or employee of the City, nor any person whose salary is payable, in whole or in part, from the City Treasury, shall participate in any decision relating to this Agreement which affects a personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this Agreement or in its proceeds.

ARTICLE 34: TERMINATION OF AGREEMENT

34.1 Should Licensee breach or fail to comply with any of the provisions of this License, any Federal, State, or Local Law, or any rule, regulation, or NYC Parks' order affecting the License or the Licensed Premises in regard to all matters, the Commissioner may, in writing, order Licensee to remedy any breach or comply with such provision, law, rule, regulation, or order. If the Licensee fails to comply with the Commissioner's written notice within twenty (25) days from its mailing, subject to unavoidable delays beyond the Licensee's reasonable control and with written notice to the Commissioner within such twenty (25) day period, then this License shall immediately terminate. If this breach or failure to comply is corrected and a second or repeated violation of the same provision, law, rule, regulation, or order follows within one year of the initial violation, the Commissioner by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing of the notice.

34.2 Nothing contained in Section 34.1 above shall not be deemed to imply or be construed to represent an exclusive enumeration of circumstances under which the Commissioner may terminate this License.

34.3 Upon expiration or earlier termination of this License by the Commissioner all Licensee's rights shall be forfeited without claim for loss, damages, refund or investment, or any other payment whatsoever against the Commissioner or the City.

34.4 If the Commissioner terminates this License for reasons related to Licensee's breach of this License, Licensee shall be given fifteen (15) days after the notice of termination to remove its possessions from the Licensed Premises. In addition, Licensee acknowledges that any personal property remaining on the Licensed Premises after the expiration or earlier termination of this Agreement is intended to be abandoned. Licensee shall remain liable to the City for any damages,

including lost revenues and the cost of removal or disposal of property, should all possessions fail to be removed from the Licensed Premises within fifteen (15) days following the earlier expiration or date of termination of this Agreement. All Licensee's obligations in this Agreement will remain in effect until the Licensed Premises is fully vacated and all property has been removed.

34.5 If this License is terminated as provided in this Agreement, and/or upon the expiration of this License, the City may, without notice, re-enter and repossess the Licensed Premises using such force for that purpose as may be reasonably necessary without being liable to indictment, prosecution or damages therefor and may dispossess Licensee by summary proceedings or otherwise, without court order or other judicial approval.

ARTICLE 35: CHOICE OF LAW/CONSENT TO JURISDICTION & VENUE

35.1 This License Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of Licensee's domicile, and shall be governed by and construed under the laws of the State of New York.

35.2 Any and all claims asserted by or against the City arising under this License or related to shall be heard and determined either in the courts of the United States located in New York City ("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 License Agreement and its intent, Licensee agrees:

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

(b) With respect to any action between the City and the Licensee in New York State Court, the 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.

35.3 With respect to any action between the City and the Licensee in Federal Court located in New York City, the 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.

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

ARTICLE 36: NO CLAIMS AGAINST OFFICERS, AGENTS, OR EMPLOYEES

36.1 No claim whatsoever shall be made by Licensee against any officer, agent, employee, or volunteer of the City, nor shall any such officer, agent, employee, or volunteer have any personal liability for, or on account of, anything done or omitted in connection with this Agreement.

ARTICLE 37: CLAIMS & ACTIONS THEREON

37.1 No action at law or proceeding in equity against the City shall lie or be maintained upon any claim based upon this Agreement or arising out of this Agreement or in any way connected with this Agreement unless Licensee shall have strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

37.2 No action shall lie or be maintained against the City by Licensee upon any claims based upon this License unless such action shall be commenced within six (6) months of the termination or conclusion of this License, or within six (6) months after the accrual of the cause of action, whichever first occurs.

37.3 If any claim is made or any action brought in any way relating to this Agreement other than an action or proceeding in which Licensee and the City are adverse parties, Licensee shall diligently render to the City without additional compensation any and all assistance which the City may reasonably require of Licensee.

ARTICLE 38: WAIVER OF JURY TRIAL

38.1 Licensee expressly waives all rights to trial by jury in any summary proceeding hereafter instituted by City against Licensee or any counterclaim or cause of action directly or indirectly arising out of the terms, covenants or conditions of this License or the use and occupation of the Premises or any matter whatsoever in any way connected with this License, including but not limited to, the relationship between the City or Licensee. The provision relating to waiver of jury trial shall survive the expiration or termination or any renewals of this License.

ARTICLE 39: ASSIGNMENTS & SUBLICENSES

39.1 (a) Licensee shall not sell, assign, sublicense, mortgage, or otherwise transfer any interest provided for, or consent, allow, or permit any other person or party to use any part of the Licensed Premises, except as provided or reasonably approved in writing by the Commissioner or Commissioner's designee, nor shall this License be transferred by operation of law, it being the purpose and spirit of this License to grant this privilege solely to Licensee.

(b) No assignment of this License by the Licensee, in whole or in part, will be effective unless it is agreed to, in writing, by NYC Parks and signed by a duly authorized representative of NYC Parks.

39.2 (a) Any Sublicense, which is authorized under this Agreement, shall be subject and subordinate to the terms and conditions of this License and Licensee shall require its Sublicensee to acknowledge in writing that it received a copy of this License and that it is bound by its terms.

All provisions of this License applicable to Licensee with respect to the operation, management and maintenance of the Premises shall be equally applicable to any Sublicensee.

(b) Licensee shall require any Sublicensee to agree in writing that it will comply with the directives and provisions of this License that are applicable to Licensee with respect to the operation, management and maintenance of the Premises, including, but not limited to, obtaining the required insurance coverages in Article 28 and indemnification in Article 29 of this Agreement, and shall be responsible for assuring such compliance.

(c) If any Sublicensee does not comply with this License insofar as applicable to it, NYC Parks may direct Licensee to terminate that Sublicensee's operations. No Sublicensee may be assigned without the NYC Parks' prior written consent. Any subsequent Sublicense Agreement(s) will be subject to the terms and conditions in this License.

ARTICLE 40: SEVERABILITY

41.1 If any provision(s) of this Agreement is held unenforceable for any reason, each and all other provision(s) shall nevertheless remain in full force and effect.

ARTICLE 41: MODIFICATION

42.1 This License may be modified from time to time by notice in writing duly executed by the Parties, but no modification of this License shall be effective unless it has been agreed to in writing and duly executed by the Parties, and no other agreement, written or oral, regarding the subject matter of this License shall be deemed to exist or to bind any of the Parties.

ARTICLE 42: WAIVER OF COMPENSATION

43.1 Licensee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defects, including, but not limited to, deficiency or impairment of the water supply system, gas mains, electrical apparatus or wires furnished for the Licensed Premises, or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time, or for any loss resulting from fire, water, windstorm, tornado, explosion, civil commotion, strike or riot, and Licensee hereby expressly releases and discharges Commissioner, his agents, and City from any and all demands, claims, actions, and causes of action arising from any of these causes.

43.2 Licensee further expressly waives any and all claims for compensation, loss of profit, or refund of its investment, if any, or any other payment whatsoever, if this License is terminated by Commissioner sooner than the fixed term because the Licensed Premises are required for any park or other public purpose, or because the License was terminated or revoked for any reason as provided in this Agreement.

ARTICLE 43: JUDICIAL INTERPRETATION

44.1 Should any provision of this License require judicial interpretation, it is agreed that the court interpreting or considering the provision shall not apply the presumption that the terms in this Agreement 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 have participated in the preparation of this License and that legal counsel was consulted by each responsible party before the execution of this License.

ARTICLE 44: HEADINGS AND TABLE OF CONTENTS

45.1 The Article Headings and Table of Contents are inserted for convenience only and shall not be deemed to constitute part of this License Agreement or to affect its construction. The use in this License Agreement of singular, plural, masculine, feminine and neuter pronouns shall include the others as the context may require.

ARTICLE 45: THIRD PARTY BENEFICIARIES

46.1 This Agreement shall be binding upon and for the benefit of the Parties and each of their respective successors and permitted assigns. The provisions of this Agreement shall be for the Parties' sole benefit and no other person or entity shall be a third party beneficiary of this Agreement.

ARTICLE 46: LICENSEE ORGANIZATION, POWER AND AUTHORITY

47.1 Licensee represents and warrants that Licensee is a not-for-profit corporation, duly organized, validly existing and in good standing under the laws of the State of New York and has the power and authority to enter into this License Agreement and perform its obligations in this Agreement. This is a continuing representation and warranty.

ARTICLE 47: ALL LEGAL PROVISIONS DEEMED INCLUDED

48.1 Each and every provision of law required to be inserted in this License shall be and is deemed inserted herein, whether or not actually inserted, 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.

ARTICLE 48: COUNTERPARTS

49.1 This Agreement may be executed in counterparts, each of which shall be an original and all of which counterparts taken together shall constitute one and the same Agreement.

[SIGNATURE PAGE TO FOLLOW]

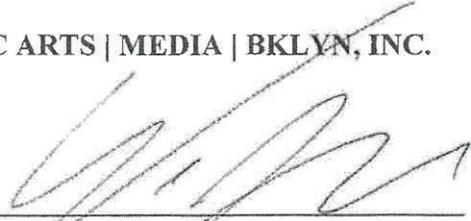
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IN WITNESS WHEREOF, the Parties have caused this License Agreement to be signed and sealed on the day and year first above written.

NEW YORK CITY DEPARTMENT OF
PARKS & RECREATION

BRIC ARTS | MEDIA | BKLYN, INC.

By: 
Tricia Shimamura
Commissioner

By: 
Wes Jackson
President

Dated: 3/26/26

Dated: 3/19/2026

APPROVED AS TO FORM


Acting Corporation Counsel

MR

Date

LM# 2025-076962

EXHIBIT A - LICENSED PREMISES

License Agreement City of New York Parks & Recreation and BRIC Arts | Media | Bklyn

Exhibit A

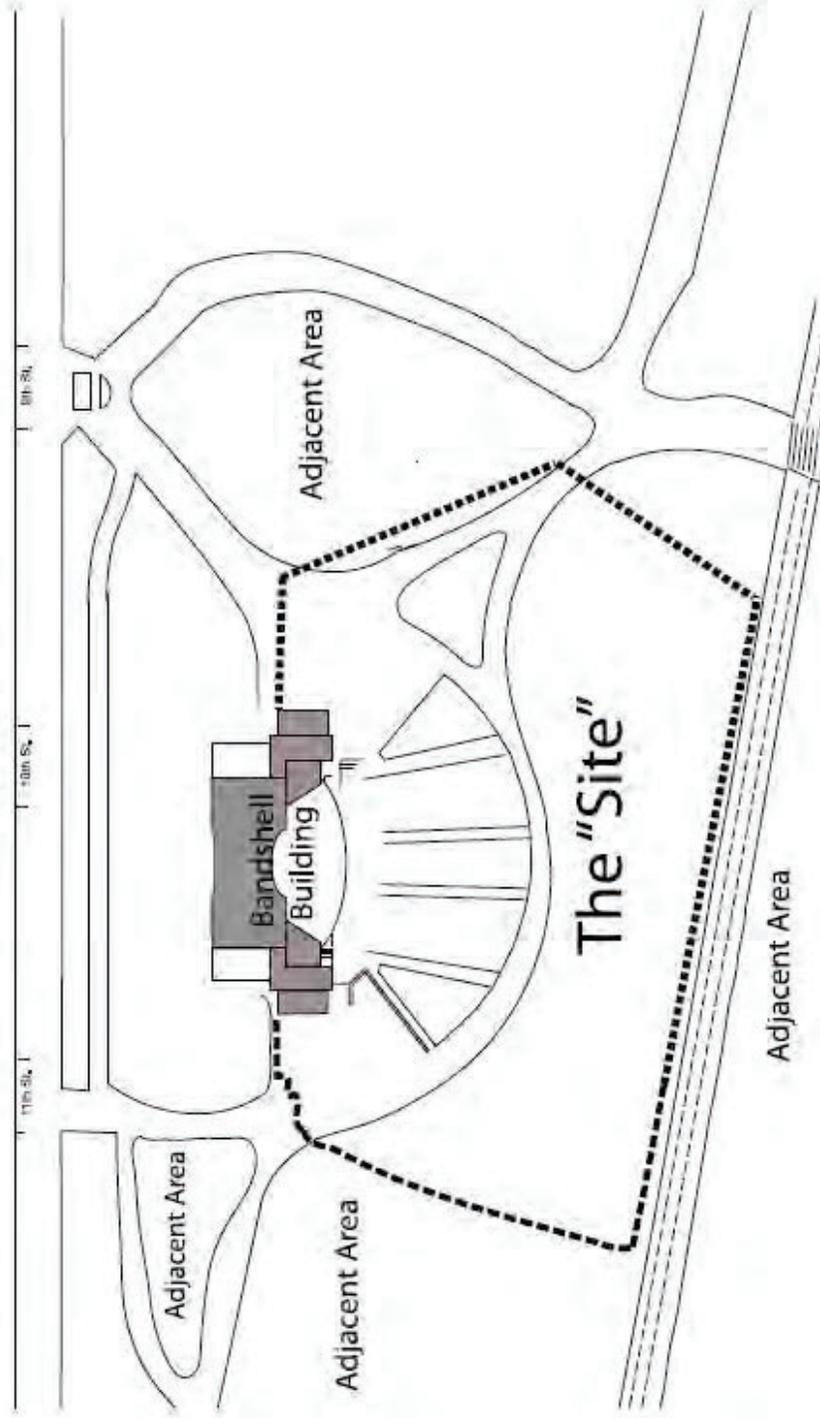


EXHIBIT B - PIP MANUAL

(§ 5.1)

[ATTACHED]



Parks Inspection Program Standards

2019

City of New York Parks & Recreation
Bill de Blasio, Mayor
Mitchell J. Silver, FAICP, Hon. ASLA, Commissioner



March 1, 2019

Dear Parkies:

The Parks Inspection Program (PIP) has been one of NYC Parks' cornerstone programs for more than three decades. It has evolved and expanded over the years, while consistently measuring the safety and cleanliness of the parks we present to the public. PIP helps to ensure that our parks are well-maintained and welcoming for New Yorkers and visitors alike.

PIP captures issues requiring quick attention and paints a broad picture of our agency's performance. This manual outlines the criteria by which Operations and Management Planning (OMP) inspects the parks and thus the standards by which our agency holds itself accountable. PIP is comprehensive and flexible enough to apply to small sitting areas, to playgrounds and neighborhood parks, and to our largest wooded areas. All Parkies should be familiar with these standards as we all share a role in keeping our parks enjoyable.

The remarkable improvements to the parks over the past thirty years can be attributed to your hard work and dedication, combined with our agency's commitment to a detailed, objective, and transparent inspection program. This helps us create an optimal NYC Parks experience for everyone.

Please take the time to review the manual. If you have any questions about the Parks Inspection Program, feel free to call OMP at (212) 360-8234.

Thank you for your continued efforts in keeping our vital parkland clean, green and safe.

Sincerely,



Mitchell J. Silver, FAICP
NYC Parks Commissioner

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Part One

Guide to the Parks Inspection Program

Guide To PIP

History of the Program

The Parks Inspection Program (PIP) began in the latter half of 1984 as an initiative to measure the effectiveness of the Neighborhood Parks Restoration Program (NPR), a program in which in-house crews refurbished neighborhood parks and playgrounds. In the spring of 1985, the inspection program was expanded by the Office of Operations, Policy and Planning (now the Office of Operations and Management Planning or OMP) to evaluate playgrounds jointly operated by NYC Parks and the Board of Education.



Small parks and playgrounds were the first properties to be rated in the Parks Inspection Program because they are the agency's most highly visible and heavily used properties. The inspection program also placed great emphasis on inspecting playgrounds for safety hazards.

In the summer of 1986, PIP became a comprehensive inspection program for small parks and playgrounds when it was expanded to include all properties under five acres. (The threshold for rating small sites under PIP has since been increased from five to six acres.) At that time, the program was called the ABCD Condition Rating System, because every inspected park received a grade of A, B, C or D (A being the best and D the worst). In this system, 20 features in a park were inspected. Sites were rated during three inspection seasons and summary reports were issued for the spring, summer, and fall.

In the summer of 1989, stricter standards were developed, which placed greater emphasis on the health and safety of park patrons. At this time, the concept of an "Immediate Attention" hazard was introduced to the program.

In the summer of 1990, the program was altered to provide a separate rating for District Maintenance. This was later renamed Cleanliness.

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In the summer of 1991, due to budget reductions and layoffs within the agency, the inspection program was temporarily suspended. During the suspension, OMP reevaluated the inspection process and its resources, and developed a streamlined Parks Inspection Program that was launched in the spring of 1992. Instead of evaluating all 20 features that were previously rated, 12 features considered to be the most important for a site's overall condition and cleanliness were selected. Furthermore, the ratings for a site were simplified from A, B, C and D to "Acceptable" and "Unacceptable" to make the program more objective.

From 1985 to 1995, PIP summary reports were produced only three times a year: at the end of the spring, summer, and fall inspection seasons. In March 1995, the program moved to the current system of 24 inspection rounds per year. OMP instituted random inspections of 100 sites a round, from which statistically representative borough-wide and citywide ratings were generated. Inspectors began inputting their ratings directly into hand-held computers while out in the field, and uploading information into OMP's inspection database upon returning to the office.



In December 1998, following a yearlong review of the inspection standards, new standards were released that were considerably more detailed, with the intent of making inspections less subjective from Inspector to Inspector and from inspection to inspection.

The differentiation between "Priority One" and "Priority Two" Immediate Attentions and between "Unacceptable" and "Unacceptable/Site" ratings for features was also introduced. Also in December 1998, planted "Greenstreets" sites were included in the inspection program for the first time.

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Beginning in the fall of 1998 and continuing through the summer of 1999, a pilot program for the inspection of large parks was conducted. Inspection standards were drafted and the City's 150 accessible large parks were divided into ratable zones in order to make inspecting these large parks feasible.



Some large parks are inaccessible to the public because they are protected wetlands, undeveloped, or parkways. In general, large park zones were created that follow geographic boundaries such as park drives and tree lines, conform to existing borough and district Maintenance and Operations boundaries, are not too small (which would reduce inspection efficiency) and are not too big (which would make zones hard to inspect in one to two hours). This helped match the public's perception of certain areas of large parks as unique from other areas.

Following the pilot project, the program was officially expanded to include large parks in December 1999. The first large parks to be added to the program were the 10 flagship parks, large parks of regional importance which are managed by flagship park administrators. At that time, approximately 300 Greenstreets were also added to the program. By 2002 all remaining Greenstreets and large park zones had been added for inspection.

The number of sites inspected during a round continued to increase each year. In the spring 2002, this number reached 205 per round. By 2003, photos taken with digital cameras were being uploaded to a photo management system, allowing for quicker and more efficient report generation.

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In 2004, OMP Inspectors began to perform weekend inspections of small parks during the summer months to evaluate the conditions of these sites during periods of peak usage. More recently, OMP instituted summer weekend inspections of high-use large park zones to provide additional feedback on the effectiveness of our seasonal deployments.

In August 2004, OMP launched a pilot Comfort Station Inspection Program (CSIP), a program modeled after PIP, that rates the overall condition of the City's public comfort stations. (The standards for the Comfort Station Inspection Program are found in Part Three in the manual.) In June 2006, OMP added Ice (previously rated under Litter) as the seventeenth overall and fifth cleanliness feature to PIP. Under "Ice," OMP Inspectors note the various conditions and hazards caused by snow



and ice in our parks during the winter months. Although there are five cleanliness features, only four are rated at any given time due to the seasonality of Ice (winter) and Weeds (spring through fall).

OMP remains committed to adding for inspection any sites that are Parks' property and are developed and accessible to the public. A number of large park zones, and new playgrounds, have been added to the list of ratable sites in recent years. To accommodate this, as of July 2013 (Fiscal Year 2014), the number of sites inspected per round was increased to 250, bringing the total number of inspections conducted in an inspection year to 6,000. It is estimated that OMP currently inspects well over 95% of all developed and accessible park acreage.

Guide To PIP

Overview of the Program

The Parks Inspection Program is administered by the division of Operations and Management Planning (OMP) of NYC Parks. Trained Inspectors from OMP's Inspection Team use hand-held computers and digital cameras to perform 6,000 PIP inspections each year, giving each inspected park an "Acceptable" (A) or "Unacceptable" (U) rating for overall condition and cleanliness. Individual "Acceptable" or "Unacceptable" ratings are given to as many as 16 separate park features which fall under three broad categories: cleanliness, structural, and landscape. Weeds and Ice are seasonal.

Park Features		
Cleanliness	Structural	Landscape
Glass	Benches	Athletic Fields
Graffiti	Fences	Horticultural Areas
Ice	Paved Surfaces	Lawns
Litter	Play Equipment	Trails
Weeds	Safety Surface	Trees
	Sidewalks	Water Bodies

A site's overall condition rating will be rated "Unacceptable" (U) if the site fails cleanliness, if any three of its features are "Unacceptable," or if any one of its features is considered "Unacceptable for the entire site" (U/S). A site's cleanliness rating will be rated "Unacceptable" (U) if any two cleanliness features are "Unacceptable," or if any one cleanliness feature is considered "Unacceptable for the entire site" (U/S).

Features are rated "Unacceptable" because of generally substandard conditions, such as heavy litter, peeling paint on benches, or bare lawns. Hazardous conditions, such as sharp, protruding bolts on benches, trip hazards on paved surfaces and sidewalks, or dangling limbs may also cause the park feature to fail inspection. Such hazards are noted by an

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Inspector as needing "Immediate Attention." All Immediate Attention must be corrected within a specified time frame unless there is a documented need for Capital, Requirements work, or other legitimate reasons that might delay the IA resolution. See page 15 for further details concerning the resolution of Immediate Attention. An Immediate Attention designation can fail a feature (U) or even an entire site (U/S). Some additional park elements such as drinking fountains, flags, and signs, are tracked and inspected, but do not figure into the cleanliness or overall condition ratings of a site.

There are four inspection seasons each year: spring, summer, fall, and winter. Each season consists of six inspection rounds. The inspection year dates from the beginning of the spring inspection season (early March) to the end of the winter inspection season one year later (late February/early March). Inspections typically take place in two-week inspection rounds. A three-week round takes place once each season, or four times per year, to fit four seasons into a 52-week inspection year. Each round, 250 ratable sites are randomly selected according to set parameters.

At the conclusion of each round, a summary report is produced showing the citywide and borough-by-borough percentages of sites rated acceptable for cleanliness and overall condition. This report is distributed at upper-level management meetings at which the Commissioner, Deputy Commissioners, and Borough Commissioners are present. OMP also makes available to each Borough Commissioner detailed evaluations of each failing site in his or her borough, along with pictures of hazardous or unacceptable conditions observed. These are accessible on OMP's intranet website. Ratings are also reported for the fiscal year (July 1 through June 30) in the Mayor's Management Report.

Parks Inspection Program ratings provide NYC Parks management, elected officials, and the general public with a broad indicator of the condition of NYC parks. As such, the ratings serve as one of the agency's key performance measures. Using the ratings, the agency holds itself accountable to specific standards of cleanliness, safety, and structural conditions at rated sites. PIP reports also include

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detailed information on specific issues at individual parks, helping NYC Parks use its resources effectively to target problem areas.

The Parks Inspection Program has been one of the agency’s major initiatives for over 30 years. Since the mid-1990’s, when the program was first maturing into the system we have today, citywide overall condition ratings have risen from a low of 39% (FY 1995) to 87% (FY 2018). Similarly, cleanliness ratings have risen from a low of 70% (FY 1992) to 93% (FY 2018). The Parks Inspection Program has both recorded these gains and served as an important management tool for achieving improved conditions.

Ratable Sites

There are three categories of ratable sites: 1) playgrounds and small parks, 2) large parks and large park zones, and 3) Greenstreets. (See the “Ratable Sites” table on page 13.) Currently, there are more than 3,200 ratable sites citywide. Of these, OMP inspects more than 1,500 playgrounds and small parks, over 600 large parks or large park zones, and over 1,000 Greenstreets.

Parkways which are maintained by the Department of Transportation (DOT) and offer no opportunities for public recreation, such as the Grand Central Parkway, are not rated. However, parkways which include paved pedestrian and bike paths and benches, such as Eastern Parkway in Brooklyn or Mosholu Parkway in the Bronx, are rated.

Random Selection of Sites

At the beginning of each inspection round, 250 sites are randomly selected by the PIP database according to the following parameters:

- **First:** The same number of sites are inspected in each borough every round. These numbers generally reflect each borough’s share of the total number of ratable sites citywide.
- **Second:** The ratio of playgrounds and small parks, large park zones, and Greenstreets inspected in each borough is proportional to the overall number of these sites citywide. Large and small parks are inspected more frequently than sitting areas and Greenstreets.
- **Third:** Once a site is inspected, it is not eligible to be re-inspected until two rounds (usually four weeks) have passed.

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What Is Inspected at a Site?

The entire property owned or maintained by Parks, including the surrounding sidewalk, is inspected as part of a PIP inspection. Certain park elements at a site, such as drinking fountains, flags, and signs, are not rated. However, information on these park elements are recorded and tracked. (See page 19 for “Park Elements.”) Since August 2004, comfort stations are rated as part of a separate inspection program called the Comfort Station Inspection Program.

Ratable Sites	
Property Type	Description
Playgrounds and Small Parks	These properties are up to 6 acres and are made up of sitting areas, triangles, malls, neighborhood parks, playgrounds, and a few small undeveloped areas. Playgrounds within large parks are included in this group and are rated separately from the large parks. Playgrounds which are jointly operated with the Department of Education, or JOPs, are also included in this category.
Large Parks and Large Park Zones	Large parks are generally greater than 6 acres. To make inspecting some extra large parks (such as our flagship parks and beaches) more manageable, they are divided into large park zones. In general, large park zones follow geographic boundaries such as park drives and tree lines, conform to preexisting district boundaries, and can be inspected in 1-2 hours.
Greenstreets	Greenstreets are islands of trees and horticultural plantings along city streets. Many are former barren concrete triangles and malls that have been converted by Parks into green spaces by planting trees, shrubs, and other woody perennials. Stormwater capture bioswales installed and maintained by the Department of Environmental Protection are not rated by OMP.

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When Are Sites Inspected?

Playgrounds, small parks, and Greenstreets are inspected year-round, Monday through Friday. Large parks are not inspected on Mondays or after holidays to allow for one day of additional clean-up following the high usage. Otherwise, inspections begin no earlier than 8:30 AM Tuesdays through Fridays, and always after 10:00 AM on Mondays and days after official holidays. Inspections of beachfronts, which take place from Memorial Day to the end of beach season, may begin no earlier than 10:00 AM. Litter visible from the boardwalk will be rated year-round.

Immediate Attention Hazards

A feature is flagged for "Immediate Attention" when one or more hazards are present. Such hazards are referred to as Immediate Attentions or IA's. All features can be flagged for Immediate Attention. Upon inspection, an IA Hazard that is already sufficiently marked and blocked off (with warning tape, cones or french barricades) to prevent access by the public will not fail the feature or the site. It will, however, still be noted as an IA. Below are the two levels of Immediate Attention hazards:

Priority One:

- The hazard presents the chance of a serious (life-threatening or debilitating) injury.
- A single Priority One Immediate Attention will typically fail the overall condition rating (as well as the cleanliness rating if a cleanliness feature is flagged for Priority One Immediate Attention). A Priority One Immediate Attention will always fail the feature rating.

Priority Two:

- The hazard presents the chance of a slight to moderate injury, or is more serious in nature but in a remote location (in which case injury is less likely).
- Graffiti that depicts hate speech or profanity.

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- In playgrounds, small parks, and Greenstreets, one Priority Two Immediate Attention will fail the feature rating. In large parks, two Priority Two Immediate Attentions are needed to fail the feature.

Typical examples of both Priority One and Priority Two Immediate Attentions are listed in the standards for each feature. These lists are not all encompassing, and conditions not explicitly listed may be flagged as Immediate Attentions by an Inspector.

IA Resolution

At the end of each day during which PIP inspections are conducted, OMP sends an email to designated M&O personnel summarizing that day's Immediate Attentions. That evening, the agency's Daily Immediate Attentions, or "DIA" system, will compile this information, including corresponding photos, and make it available agency-wide the following morning. M&O enters resolution notes, including work order numbers where applicable, into the DIA system. Once an IA has been satisfactorily resolved, authorized M&O personnel must sign off on the work in DIA and include a photo showing that the IA was resolved. While the use of caution tape, orange cones, or fencing may be necessary to make the area safer in the short-term, an item in DIA is not actually 'resolved' until the area or piece of equipment has been repaired and returned to public use without restriction. See **IA Time Extension** on page 16 for items in DIA that cannot be repaired within the timeframes specified below.

Within 24 hours of the initial report, all Priority One Immediate Attentions must be investigated by M&O and either be a) resolved, or b) made safer by using caution tape, orange cones, temporary fencing, etc. and a work order generated for resolution. All Priority One Immediate Attentions must be resolved and signed off in DIA within one week of initial report. Priority One tree issues, that cannot be resolved by M&O upon investigation, must be submitted to Forestry within 24 hours of initial report. Within 24 hours of receiving this request, Forestry will perform an inspection and assign a risk category. Forestry will then resolve the issue based on its internal

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guidelines. Managers may use confirmation of a completed Forestry inspection (or actual resolution of the issue) to sign off on Priority One tree issues in DIA within the one week timeframe.

As soon as possible, but no later than one week after initial report, all Priority Two Immediate Attentions must be investigated by M&O, and either be a) resolved, or b) made safer by using caution tape, orange cones, temporary fencing, etc. (where possible) and a work order generated for resolution. All Priority Two Immediate Attentions must be resolved and signed off in DIA within 30 days of initial report. Priority Two tree issues, that cannot be resolved by M&O upon investigation, must be submitted to Forestry within one week of initial report. Within one week of receiving this request, Forestry will perform an inspection and assign a risk category. Forestry will then resolve the issue based on its internal guidelines. Managers may use confirmation of a completed Forestry inspection (or actual resolution of the issue) to sign off on Priority Two tree issues in DIA within the 30 day timeframe.

IA Time Extension

Borough administration must formally notify the Director of PIP, by email, of any Immediate Attentions that will require more time and resources to resolve than are presently available. Typically, these are situations where a Capital or Requirements project is needed. The notification must include an explanation of why the IA cannot be resolved within the designated time period, and a projected timeframe for resolution. M&O is expected to utilize resources available to lessen the severity of the IA until it can be adequately resolved. OMP will track items on this Extended List and follow-up on them periodically. Items on the Extended List that are still open and accessible to the public will be rated in subsequent inspections.

Cleanliness Rating

The cleanliness rating is determined to be either acceptable or unacceptable, depending on the ratings of the five cleanliness features (glass, graffiti, ice, litter, and weeds).

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Any of the following will cause the cleanliness rating to be unacceptable:

- Two or more unacceptable (U) cleanliness features.
- One or more very unacceptable (U/S or “Unacceptable/Site”) cleanliness features.

Overall Condition Rating

The overall condition rating is determined to be either acceptable or unacceptable depending on the ratings of all 16 features. Any of the following will cause the overall condition rating to be unacceptable:

- Unacceptable cleanliness rating.
- Three or more unacceptable (U) features (any combination of cleanliness, structural, or landscape features).
- One or more very unacceptable (U/S or “Unacceptable/Site”) features (any cleanliness, structural, or landscape features).

Playground Design and Construction Issues

All new Parks playgrounds are designed to meet or exceed the latest American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) standards for playground safety, design and construction. The CPSC standards were first released in 1981, and the ASTM standards were first released in 1993. PIP Inspectors are periodically trained in ASTM standards and often participate in final use inspections for parks and playgrounds that undergo Capital renovation. Older play equipment or safety surface that is not in compliance with current ASTM standards is noted as a capital design issue using the designation “Priority C.”

Sites Closed Due to Construction

Sites closed for capital construction are the responsibility of the capital contractor and the interior is typically not rated. However, Inspectors will note litter, trip hazards, tree issues, etc. along the sidewalk, if the public has access. All construction sites must have the following:

- A sign indicating that the site is closed and under construction.
- A secure fence that is locked and does not have any sneakholes.

Guide To PIP

If a site is accessible and a member of the general public could enter the site, either through an open or unlocked gate or a sneakhole, and there are no construction workers present, the Inspector will enter and rate the interior of the site for Immediate Attention hazards. Any Immediate Attention hazards discovered will be recorded and will count toward the ratings. If there is no sign present explaining that the site is under capital construction and an Inspector has access to a construction site via a sneakhole or unlocked gate, and there are no construction workers present, the Inspector will rate the site as a full PIP inspection. The same rules shall apply to sites undergoing partial capital renovation. OMP will not rate the area under construction, provided that the area is properly secured and is accompanied by appropriate signage. However, the rest of the site will be rated in full.

Sites Officially Closed by Maintenance & Operations

Sites which are not undergoing capital construction or officially closed off to the public are expected to be open to the public during normal hours of operation. Sites which are officially closed off to the public and marked with corresponding signage explaining the closure will not be rated. This category includes sites which are permanently closed off or locked because of security and/or other concerns. However, the periphery of these sites is rated. The periphery of the site is the area between the fence and street and generally includes sidewalks, lawns, fences, and trees. If an Inspector finds access to the site via a sneakhole or unlocked gate, the Inspector will enter and rate the interior of the site as a full PIP inspection. The interior of this site is otherwise generally not entered or inspected, except for excessive litter, glass, weeds, and graffiti, if they are visible from the periphery of the site.

Features Blocked Off by Maintenance & Operations

Any individual feature, such as benches or play equipment, which Maintenance & Operations blocks or cautions off, will not be rated. However, if M&O blocks off the feature to the extent that it inhibits the public's ability to use the entire feature, that feature will be rated. For example, if all of the play equipment at a playground is blocked off, play equipment will be rated unacceptable. A feature will also be inspected and rated if it is not sufficiently blocked off or cautioned off.

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Undeveloped Sites

Undeveloped sites are comprised of two groups. The first group is made up of large, undeveloped natural areas over six acres in size that do not contain public-access trails (e.g., inaccessible wetlands). These areas are not rated. Natural areas that do contain public-access trails are inspected and rated.

The second group consists of undeveloped lots that are typically smaller than six acres and are surrounded by developed areas. The periphery of these parks is fully rated. The periphery of the site is the area between the fence and street and includes sidewalks, fences, and trees. The interior of these sites is generally not rated, except for excessive litter, glass, weeds, and graffiti, which is rated insofar as any such matter is visible from the periphery of the site. Additionally, if an Inspector has access to the site through a downed fence or unlocked gate, the site is rated as a full PIP inspection.

Park Elements

Park elements are features of parks that are tracked by the Parks Inspection Program but do not typically affect the rating of a site. The most important park elements are signs and flags.

Signs help identify parks and playgrounds, provide important information to park users, and highlight amenities and facilities. As agency policy, each park should have a consolidated rules sign posted at each entrance. In addition, facility-specific rules signs should be at tracks, synthetic ballfields, turf ballfields, tennis courts, skate parks, pools, beaches, piers, and water bodies.



Flags help identify City and Parks' properties, beautify parks and playgrounds, and serve as important representative symbols. As agency policy, all flagpoles without yardarms must fly the American and POW/MIA flags. Flagpoles with yardarms must fly the American, POW/MIA, New York City, and NYC Parks flags.

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In addition to flags and signs, OMP tracks whether spray showers and drinking fountains are in service during their respective seasons. Between Memorial Day and Labor Day, spray showers should be turned on when the temperature reaches 80 degrees Fahrenheit, children are present, and an inspection takes place after 10:00 AM. Between Memorial Day and Columbus Day, OMP tracks drinking fountains, which should be in service and have sufficient water pressure.

Features Not Rated

A specific feature will be marked as “not rated” (N) at a site when a crew is present and actively working on that specific feature at the time of the Inspector’s arrival. For example, litter will not be rated when a cleaning crew is actively cleaning a site; benches, fences, and other structural features will not be rated if a park worker or crew is maintaining or repairing them. However, if there is an Immediate Attention hazard that has not been addressed by the crew, the Inspector will rate that hazard. In addition, a feature will be rated if a crew arrives after the inspection has begun, or if the crew departs before the inspection has ended and the condition has not been corrected. In a large park, the crew must be actively working in the zone that is being inspected for any relevant feature to be exempt from rating.

Part Two

Official Inspection Standards

Cleanliness Features

Cleanliness Features

Glass

What Is Rated

All broken glass is rated under Glass. Unbroken bottles are rated under Litter.

Glass Rating Criteria

Accumulation

Glass is considered to be light, moderate, or heavy in the following accumulations:

Accumulation of Glass		
Light	Moderate	Heavy
Pieces of glass equivalent to less than 1 broken bottle.	Pieces of glass equivalent to 1 or 2 broken bottles.	Pieces of glass equivalent to 3 or more broken bottles.

Number of Problem Areas

An Inspector notes how many areas have light, moderate, or heavy glass. Areas can be the following:

- A distinct area such as handball courts, sidewalk, or multi-purpose play area (MPPA).
- At a playground or small park, a 25 x 25 square foot area or along a 100 foot line.
- In a large park zone, a 50 x 50 square foot area or along a 200 foot line.
- At a small site, such as a Greenstreet or a triangle, approximately 25 x 25 square foot area, or a mall 100 feet long, glass is determined to be light, moderate, or heavy for the site overall.

Location

Glass on play equipment, safety surface, active play areas and beachfronts is treated as an Immediate Attention. All other glass is rated using the above criteria.

Glass Immediate Attention Hazards

Priority One

- Broken glass, equivalent to 1 bottle, found on play equipment or safety surface.

Cleanliness Features

- Broken glass, equivalent to 1 large (40 oz.) bottle, found along a beachfront.

Priority Two

- Broken glass, equivalent to one bottle, found in any active play area, such as handball courts and MPPA.
- Broken glass, equivalent to less than 1 bottle, found on play equipment, safety surface, benches or along a beachfront.
- Any broken glass on the paved surface immediately adjacent to play equipment.



Heavy accumulation of glass

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Glass Ratings Standards			
	Small Site	Playground/Small Park	Large Park Zone
(U)	<ul style="list-style-type: none"> • Glass is moderate at the site overall. 	<ul style="list-style-type: none"> • 3 or more areas have moderate glass. • 1 or more areas have heavy glass. • 1 or more Priority Two Immediate Attentions for glass are present. 	<ul style="list-style-type: none"> • 4 or more areas have moderate glass. • Glass is heavy in 1 area and moderate or heavy in 1 additional area. • 2 or more Priority Two Immediate Attentions are present. • Less than 1 bottle's worth of glass on a beachfront.
(U/S)	<ul style="list-style-type: none"> • Glass is heavy at the site overall. 	<ul style="list-style-type: none"> • 6 or more areas have moderate or heavy glass. • 3 or more areas have heavy glass. • 1 or more Priority One Immediate Attentions for glass are present. 	<ul style="list-style-type: none"> • 8 or more areas have moderate or heavy glass. • 4 or more areas have heavy glass. • 1 or more Priority One Immediate Attentions for glass are present.

Cleanliness Features

Graffiti

What Is Rated

All spray paint, permanent markers, stickers, scratches on wood or other surfaces, posters or other advertisements that have been illegally applied or affixed to any surface are rated as Graffiti. Unsightly and contrasting paint cover can also adversely affect the Graffiti rating.



Unsightly paint cover

Murals that have been sponsored by the community and approved by the Commissioner are not rated. Graffiti within skate parks will be noted but not rated. This includes skate park elements such as ramps and platforms, as well as other paved surfaces, benches and lampposts. This exception will not apply to graffiti that interferes with signage, graffiti on trees, or any graffiti that contains profanity or hate speech. Similarly, drawings in chalk on any surface are not rated unless they contain profanity or hate speech.

Borough crews that discover graffiti on monuments, statues, and other sensitive historic structures should contact the Art and Antiquities division before making any attempt to cover or remove it. If OMP is notified of the situation before an inspection takes place, this graffiti will not be rated.

Graffiti on Non-Parks Property

Graffiti on a non-Parks property that abuts a Parks property and has a detrimental effect on the appearance of a Parks property will be noted in the inspection report and the borough will have until the next PIP inspection to remedy the problem. Sufficient remedies include the actual removal of the offending graffiti with the cooperation of the neighboring property owner, or the installation of a mesh cover or plantings that hide the graffiti from view. Graffiti on traffic signs is treated as graffiti on non-Parks property. It is the responsibility of the borough to follow up with DOT to ensure removal of the graffiti.

Cleanliness Features

If the noted graffiti is still present upon a subsequent PIP inspection, OMP Inspectors will rate the feature. However, if the graffiti on non-Parks property has been reported to 311 or the Community Affairs Unit (CAU) and a record of the complaint is sent to OMP before a second inspection occurs, the graffiti will not be rated.

Graffiti Rating Criteria

Graffiti is rated with respect to the following criteria:

Surface Area

Graffiti ratings are determined by the total surface area of graffiti that covers vertical surfaces and the total surface area of graffiti that covers horizontal surfaces.



Spray paint on handball court

Content

Graffiti that depicts hate speech or profanity is considered a Priority Two Immediate Attention. Graffiti related to gang activity will be noted as such.

Agency Graffiti Policy

All graffiti reported to agency personnel requires immediate removal. All service requests for graffiti called into Central Communications must be removed by noon on the day it is reported if it is reported before 10:00 AM. If graffiti is reported after 10:00 AM, it must be removed by noon on the following day. The same timetable applies to graffiti that is discovered by Maintenance and Operations personnel on a routine site maintenance inspection.

Cleanliness Features

Graffiti Ratings Standards		
	Playground, Small Park, or Greenstreet	Large Park Zone
(U)	<ul style="list-style-type: none"> • 25 square feet or more of graffiti that covers vertical surfaces. (This is approximately the size of one flag of concrete sidewalk.) • 50 square feet of graffiti equally distributed between vertical and horizontal surfaces. • 75 square feet or more of graffiti that covers horizontal surfaces. • 1 or more Priority Two Immediate Attentions for graffiti are present. 	<ul style="list-style-type: none"> • 50 square feet or more of graffiti that covers vertical surfaces. • 75 square feet of graffiti equally distributed between vertical and horizontal surfaces. • 100 square feet or more of graffiti that covers horizontal surfaces. • Graffiti that depicts hate speech or profanity. • 2 or more Priority Two Immediate Attentions for graffiti are present.
(U/S)	<ul style="list-style-type: none"> • 100 square feet or more of graffiti that covers vertical surfaces. • 150 square feet or more of graffiti equally distributed between vertical and horizontal surfaces. • 200 square feet or more of graffiti that covers horizontal surfaces. 	<ul style="list-style-type: none"> • 200 square feet or more of graffiti that covers vertical surfaces. • 300 square feet or more of graffiti equally distributed between vertical and horizontal surfaces. • 400 square feet or more of graffiti that covers horizontal surfaces.

Cleanliness Features

Ice

The presence of ice and compacted snow on sidewalks, stairs and ramps is rated during the winter season. OMP rates for ice no earlier than 24 hours following a snowfall. Greenstreets that are stand-alone properties (but not narrow traffic medians) will be rated no earlier than 48 hours following a snowfall.



Ice on a sidewalk, Priority One Immediate Attention

What Is Rated

The following are rated under Ice:

- Compacted snow and ice on sidewalks at the perimeter of a park.
- Compacted snow and ice on ramps in the interior of a park.
- Compacted snow and ice on staircases in the interior of a park.

The following are not rated under Ice:

- Ice on safety surfaces and level paths in the interior of a park is not considered a hazard.
- Non-compacted snow that does not appear to have the potential to freeze.

Ice Rating Criteria

Accessibility

- There should be a clear path at least 3 feet in width to allow safe passage on sidewalks around the perimeter of a park.
- There should be a clear path at least 3 feet in width to allow safe passage on staircases and ramps in the interior of the park.
- All paths created on a staircase and ramp should be next to a railing, and not down the middle of the staircase or ramp.
- At least one side of all staircases and ramps must be shoveled.

Cleanliness Features

Ice Immediate Attention Hazards

Priority One

- Presence of ice on sidewalks around the perimeter of a park that does not have a clear path of at least 3 feet in width.
- Presence of ice on staircases and ramps in the interior of a park that does not have a clear path of at least 3 feet in width.



Ice on a staircase, Priority One Immediate Attention

Priority Two

- Presence of compacted snow on sidewalks around the perimeter of a park that does not have a clear path of a least 3 feet in width.
- Presence of compacted snow on staircases and ramps in the interior of a park that does not have a clear path of a least 3 feet in width.

Ice Ratings Standards		
	Playground, Small Park, or Greenstreet	Large Park Zone
(U)	• 1 or more Priority Two Immediate Attentions for ice are present.	• 2 or more Priority Two Immediate Attentions for ice are present.
(U/S)	• 1 or more Priority One Immediate Attentions for ice are present.	• 1 or more Priority One Immediate Attentions for ice are present.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Cleanliness Features

Litter

What Is Rated

The following are rated under Litter:

- Refuse that has been discarded somewhere other than a proper garbage bag or receptacle.
- Bird feces, such as pigeon waste.
- Non-bird feces, such as canine waste.
- Accumulated grime on structural features. Grime includes, but is not limited to: residue from food products, oily substances, grease, or stains.
- Health hazards such as condoms, syringes, non-bird feces, and fetid water. Fetid water is a pool of water that has been sitting for more than 24 hours, and usually contains signs of algae or insect infestation.
- Overflowing garbage cans.
- Dumping of any items brought onto Parks property by people or businesses for the purpose of disposal. Commonly dumped items include furniture, bicycles, tires and household or construction debris.
- Refuse in water bodies.
- Unbroken glass bottles.
- Natural debris will not be rated unacceptable unless it presents a safety hazard (for example, excessive leaves, seed pods or broken shells on a hard surface creating a slip hazard).
- Wash-up of debris along a shoreline (items that have clearly floated in with the tide) will be noted, not rated.



Heavy litter in a playground

Litter Rating Criteria

Accumulation

Accumulations of litter are considered light, moderate, or heavy depending on the type of litter found at a site. (See the table on page 32 for the different types of litter.)

Cleanliness Features

Grime, stains, and bird feces will be deemed light, moderate, or heavy depending on how severely the condition detracts from the appearance of a feature, and how adversely it affects the public's ability to use that feature. Accumulations consisting solely of small refuse like bottle caps, cigarette butts, water balloons and confetti will not receive a rating greater than moderate.

Accumulation of Litter			
	Light	Moderate	Heavy
Trash	Fewer than 15 pieces.	15 to 30 pieces.	More than 30 pieces.
Trash cans	n/a	Can overflowing, generally with multiple pieces of litter, less than 6 inches in height.	Can overflowing, generally with multiple pieces of litter, 6 inches or more in height.
Non-bird feces	1 pile or equivalent.	2 piles or equivalent.	3 or more piles or equivalent.
Dumping	Examples: <ul style="list-style-type: none"> • 1-2 tires, • Small appliance, • Shopping cart, • Small piece of furniture, or • Multiple crates. 	Examples: <ul style="list-style-type: none"> • 3-6 tires, • Large appliance, • Large piece of furniture, • Multiple pieces of small furniture, or • 2-3 shopping carts. 	Examples: <ul style="list-style-type: none"> • 1 abandoned vehicle, • 1 boat, • 1 full size refrigerator, • More than 6 tires, or • More than 3 shopping carts.

Cleanliness Features

Number of Problem Areas

An Inspector notes how many areas have light, moderate, or heavy litter. Areas can be the following:

- A distinct area such as a handball court, sidewalk, or MPPA.
- At a playground or small park, a 25 x 25 square foot area or along a 100 foot line.
- In a large park zone, a 50 x 50 square foot area or along a 200 foot line.
- For the litter feature, there can be more than one type and accumulation of litter at a single problem area. For example, OMP Inspectors may note conditions for both trash and non-bird feces in the same problem area.
- At a small site, such as a Greenstreet or a triangle, approximately 25 x 25 square foot in area, or a mall 100 feet long, litter is determined to be light, moderate, or heavy for the site overall.

Litter Immediate Attention Hazards

Priority One

- Serious health hazards, such as syringes, condoms, or dead animals, regardless of size, in a critical area (play equipment or safety surface).
- Non-bird feces in a critical area or on any above-grade, high-use feature such as benches or tables.
- Bee or wasp hive in an active play area during the spring, summer, or fall inspection seasons.



Overflowing trash can

Priority Two

- Serious health hazards, such as syringes, condoms, or dead animals, regardless of size, in non-critical areas.
- Non-bird feces in active play areas such as MPPA's, courts, or the paved surface immediately adjacent to play equipment.
- Standing, fetid water.
- Live rodent sighting or presence of rodent holes. Rodent holes will not be marked as Immediate Attention if signage on site and/or documentation available to OMP indicates the site has been baited in the last 30 days.

Cleanliness Features

- Slip hazard due to the presence of a foreign substance, such as sand or natural debris, in a critical or active area.
- Dumped hazardous materials such as construction debris with jagged or protruding sharp edges, or chemical substances, in an active area.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Litter Ratings Standards			
	Small Site	Playground/Small Park	Large Park Zone
(U)	<ul style="list-style-type: none"> • Litter is moderate at the site overall. 	<ul style="list-style-type: none"> • 3 or more areas have moderate litter. • 1 or more areas have heavy litter. • 1 or more Priority Two Immediate Attentions for litter are present. 	<ul style="list-style-type: none"> • 4 or more areas have moderate litter. • Litter is heavy in 1 area and moderate or heavy in 1 additional area. • 2 or more Priority Two Immediate Attentions for litter are present.
(U/S)	<ul style="list-style-type: none"> • Litter is heavy at the site overall. 	<ul style="list-style-type: none"> • 6 or more areas have moderate or heavy litter. • 3 or more areas have heavy litter. • 1 or more Priority One Immediate Attentions for litter are present. 	<ul style="list-style-type: none"> • 8 or more areas have moderate or heavy litter. • 4 or more areas have heavy litter. • 1 or more Priority One Immediate Attentions for litter are present.

Cleanliness Features

Weeds

What Is Rated

The following are rated under Weeds:

- Unsightly vegetation that was not intentionally planted in and around structural features.
- Any vegetation from a lawn or natural area that has grown through fencing, even if it did not originate from Parks' property.
- Growth in clay infields of a baseball or softball field.



Heavy weeds along a park path and around benches

The following are not rated under Weeds:

- Weed growth in bocce courts is rated under Play Equipment.
- Overgrown trails in large park zones are rated under Trails.
- Weed growth within a lawn is rated under Lawns for lack of mowing.
- Weed growth within a horticultural planting is rated under Horticultural Areas for lack of maintenance. This also applies to thorns extending from a deliberate horticultural planting.
- Empty tree pits that have grass that conforms to lawn standards will not be rated for weeds.
- Weeds level with Belgian blocks that form a neat green outline.

Weeds Rating Criteria

Accumulation

Weeds are considered to be either light, moderate, or heavy in the following accumulations:

Accumulation of Weeds		
Light	Moderate	Heavy
Less than 20% of an area, where weed growth is possible, is infested with weeds.	20% to 50% of an area, where weed growth is possible, is infested with weeds.	More than 50% of an area, where weed growth is possible, is infested with weeds.

Cleanliness Features

Number of Problem Areas

An Inspector notes how many areas of potential weed growth have light, moderate, or heavy weeds. Areas can be the following:

- A distinct area such as handball courts, sidewalk, or MPPA.
- At a playground or small park, a 25 x 25 square foot area or along a 100 foot line.
- In a large park zone, a 50 x 50 square foot area or along a 200 foot line.
- At a small site, such as a Greenstreet or a triangle, approximately 25 x 25 square feet in area, or a mall 100 feet long, weeds are determined to be light, moderate, or heavy for the site overall.
- Tree pits are not rated as a separate problem area.



Weeds in a tree pit

Weeds Immediate Attention Hazards

Priority One

- Weed growth that hides or obscures a traffic control signal or critical signage (“Stop,” “Yield,” or “Do Not Enter”).
- Weed growth that obscures a fire hydrant or roadway.

Priority Two

- Weed growth that hides or obscures less critical traffic signage.
- Weed growth that obscures the edges of sidewalks or steps, creating a trip hazard.
- Hazardous weeds with thorns, or poison ivy/poison oak, that encroach onto structural features.
- Wild mushrooms (that could be poisonous) in any play area.



Weeds obscure fire hydrant

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Cleanliness Features

Weeds Ratings Standards			
	Small Site	Playground/ Small Park	Large Park Zone
(U)	<ul style="list-style-type: none"> • Weeds are moderate at the site overall. 	<ul style="list-style-type: none"> • 3 or more areas have moderate weeds. • 1 or more areas have heavy weeds. • 1 or more Priority Two Immediate Attentions for weeds are present. 	<ul style="list-style-type: none"> • 4 or more areas have moderate weeds. • Weeds are heavy in 1 area and moderate or heavy in 1 additional area. • 2 or more Priority Two Immediate Attentions for weeds are present.
(U/S)	<ul style="list-style-type: none"> • Weeds are heavy at the site overall. 	<ul style="list-style-type: none"> • 6 or more areas have moderate or heavy weeds. • 3 or more areas have heavy weeds. • 1 or more Priority One Immediate Attentions for weeds are present. 	<ul style="list-style-type: none"> • 8 or more areas have moderate or heavy weeds. • 4 or more areas have heavy weeds. • 1 or more Priority One Immediate Attentions for weeds are present.

Structural Features

Structural Features

Benches

What Is Rated

All benches, including those made of wood, plastic, metal, concrete or other material, as well as bleachers and picnic tables, are rated under Benches. The surfaces of chess and checkers tables are rated under Play Equipment.



Benches missing slats

Maintenance and Operations can remove benches at a site (for construction, safety concerns, etc.) if they have first checked with the community and received the approval of the Chief of Operations. M&O is responsible for informing OMP when a significant number of benches have been removed from a park, with explanation. Otherwise, the absence of these benches at a site can adversely affect the ratings.

Benches Rating Criteria

Benches will be rated with respect to the following criteria:

Damage

This includes cracks, broken slats or supports, exposed reinforcement bars, and wood-rot.



A bench in need of paint

Needing Paint

Benches that require paint will be noted. Exempt from rating are benches with pressure-treated wood.

Missing Slats

Removed

If benches provide the predominant recreational activity at a site and have been mostly or completely removed, benches will be rated unacceptable.

Structural Features

Benches Immediate Attention Hazards

Priority One

- Bleachers that are in danger of collapsing and are greater than 4 feet in height.

Priority Two

- A slat or support which is in danger of collapsing.
- A splintered or damaged slat with sharp edges.
- A bolt which protrudes one-quarter inch or more with sharp edges.
- A loose, unsecured slat which can pinch or fall off.
- An exposed reinforcement bar with jagged or sharp edges.



Bench was splintered and damaged

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Benches Rating Standards

(U)	<ul style="list-style-type: none"> • 25% or more of the benches are damaged, require paint, or are missing slats. • 50% of benches at a site have been mostly or completely removed. • At a playground, small park, or Greenstreets site, 3 or more Priority Two Immediate Attentions for benches are present. • In a large park zone, 6 or more Priority Two Immediate Attentions for benches are present.
(U/S)	<ul style="list-style-type: none"> • Benches provide the predominant recreational activity at a site and are so unacceptable that they prevent the public from using the site. • 1 or more Priority One Immediate Attentions for benches are present.

Structural Features

Fences

What Is Rated

All fences at a site are rated. This will include wrought-iron fence around a park's perimeter, chain-link fence around a basketball court or ballfield, pipe-rail fence that surrounds a lawn area, and ornamental fence around a horticultural area. Guardrails that surround natural areas are rated for structural issues but will not be rated for rust. Dasher boards surrounding a hockey rink are also rated under Fences.



Damaged fence

Fence running along railroad tracks, fence along parkways, and fence around concessionaires are the responsibility of other agencies or the concessionaire, and are not rated. Sneakholes in such fencing are noted in the inspection and do not affect the rating of the site. In the event that temporary fencing separates a playground or other sub-property from a large park zone, the fence can be rated as a feature for both the sub-property and large park zone.

Fences Rating Criteria

Fences will be rated with respect to the following criteria:

Appearance

Fencing, except for guardrails and chain link fence in a natural setting, should not be rusted or in need of painting.

Structural Defects

Fencing should not be damaged, missing, or in need of tiebacks or crossbars. Damaged or missing crossbars or tiebacks may be noted as a hazard if they protrude into an active area or create a fall hazard.



A fence in need of paint

Structural Features

Formalized Sneakholes

“Formalized” sneakholes are acceptable as long as they do not create a hazard. A formalized sneakhole is a deliberate opening in the fencing, created by Maintenance and Operations, to allow access to site. Sneakholes that are the result of vandalism are unacceptable.



Fence has a sneak hole

Fences Immediate Attention Hazards

Priority One

- Sneakhole, or missing fencing, which leads to a drop of 4 feet or more.
- Missing section of swing safety fencing.
- Unlocked, missing, or damaged fencing that would allow access to critical areas, such as swimming pools (regardless of depth), water bodies, catch basins, etc.

Priority Two

- Sneakhole, or missing fencing, which leads to a drop from 2 to 4 feet.
- Protruding fencing with sharp edges in an active area. Includes safety fencing for swings or the fencing directly adjacent to a sneakhole.
- A trip hazard created by downed sections of fencing in an active area.
- A trip hazard created by an empty bollard collar (with no obvious reason for bollard's removal at time of inspection and no notice provided to OMP).
- An ankle turn hazard created by missing tie-backs at ground level behind a basketball hoop.
- Fencing that contains barbed wire less than 8 feet in height.
- Hole in safety fencing, such as backstops, large enough for a moving ball or other object to get through.
- Loose or missing section of handrails if present adjacent to a staircase.



Missing tie-backs under basketball hoop

Structural Features

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Fences Rating Standards	
(U)	<ul style="list-style-type: none"> • 25% or more of the fencing is rusted or in need of paint. • 25% or more of the fencing is damaged, missing, or in need of tiebacks or crossbars. • 3 or more non-formalized sneakholes are present. • At a playground, small park, or Greenstreets site, 1 or more Priority Two Immediate Attentions for fences are present. • In a large park zone, 2 or more Priority Two Immediate Attentions for fences are present.
(U/S)	<ul style="list-style-type: none"> • Fences are the predominant feature at a site, and are so unacceptable that they severely detract from the overall appearance of the site. • 1 or more Priority One Immediate Attentions for fences are present.

Structural Features

Paved Surfaces

What Is Rated

All hard pavements covering the ground are rated as Paved Surfaces, excluding sidewalks. Examples of paved surfaces include all non-sidewalk asphalt, cement, hex-block, Belgian block, brick, and cobblestone surfaces. Gravel paths, except through natural areas, are also rated under Paved Surfaces. Also rated under are drains, utility covers, quick-couplers, stairs, retaining walls, and the exteriors of comfort stations. Basketball courts, asphalt ballfields, tennis courts, and handball courts are also rated. Boardwalks at beaches are rated under Paved Surfaces.



Paved surface with deterioration of hex blocks

Severely faded sports coating on court areas will be noted under Paved Surfaces but will not affect the feature rating. Basketball backboards and rims, tennis court nets, and handball walls are rated under Play Equipment.

Paved Surfaces Rating Criteria

The paved surface ratings are determined by the percentage of the paved surface suffering from structural deterioration. Structural deterioration includes severe spalling, chipping paint, missing segments, holes, cracks, protrusions, and uplifts.



Missing valve cover

The paved surface ratings are also determined by the percentage of paved surfaces that have been patched or blocked-off by Maintenance and Operations.

Structural Features

Paved Surfaces Immediate Attention Hazards

Priority One

- Missing manhole or drain cover.
- Impalement hazard of 6 inches or more in height, such as protruding rebar or sign post stub.
- Severe trip hazard or fall hazard of 4 inches or more in height (vertical difference) in an active area.
- Trip hazard of at least 1.5 inches, or significant structural damage, on a staircase.



Fall hazard on staircase

Priority Two

- Trip hazard of 1.5 inches or more in height (vertical difference) in an active area.
- Trip hazard of 4 inches or more in height (vertical difference) in a less-active area.
- Trip hazard of at least 1.5 inches, or significant structural damage, on staircase with very wide (2 feet or greater) treads.
- Section of paved surface where spalling or missing segments have created loose, rubble-strewn, slippery conditions.
- Tree pits or tree lines are 4 inches or more below the grade of the surrounding paved surface.
- Missing water valve cover.
- Exposed sharp edges or bolts resulting from damage to a quick-coupler or water fountain.
- Ankle-turn hazard 2 inches or greater in width due to cracks or exposed expansion joint in an MPPA or court.
- A problem with the retaining wall or shoreline surrounding a water body creates a trip or fall hazard into a water body.
- An open lamppost electrical box (a streetlight that is DOT property will be noted as an IA but will not impact the rating).



Basketball court with ankle turn

Structural Features

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Paved Surfaces Rating Standards

(U)	<ul style="list-style-type: none"> • 25% or more of the paved surface suffers from structural deterioration. • 75% or more of the paved surface has been patched or blocked off by Maintenance and Operations. • At a playground, small park, or Greenstreets site, 1 or more Priority Two Immediate Attentions for paved surfaces are present. • In a large park zone, 2 or more Priority Two Immediate Attentions for paved surfaces are present.
(U/S)	<ul style="list-style-type: none"> • Paved surfaces are the predominant feature at a site, and are so unacceptable that they severely detract from the overall appearance or use of the site. • 1 or more Priority One Immediate Attentions for paved surfaces are present.

Structural Features

Play Equipment

What Is Rated

All equipment in a park or playground intended for use by children at play, or for recreational use by teenagers and adults is rated as Play Equipment. This includes traditional play equipment such as slides and swings, adventure play equipment, handball walls and basketball backboards and rims, bocce courts, sandboxes, exercise equipment, goal posts on athletic fields and tennis court nets (except during the winter). Three-dimensional animal art surrounded by safety surface is also rated. Play equipment found on beachfronts, such as volleyball courts or adventure equipment, will also be rated under Play Equipment.



Broken swing, Priority One Immediate Attention

Litter and glass issues will be rated under Litter and Glass. Structures not meant for play such as art installations, statues, and memorials are not rated.

Play Equipment Rating Criteria

Play equipment will be rated with respect to two criteria:

Structural Deterioration

Structural deterioration for play equipment includes rust, rot, splintering, dents, and peeling or chipped paint. Structural deterioration is considered to be either light, moderate, or heavy for any given piece of play equipment in the following accumulations:

Structural Deterioration of Play Equipment		
Light	Moderate	Heavy
Less than 20% affected.	20% to 50% affected.	More than 50% affected.

Structural Features

Usability

A piece of play equipment is usable if it is in good working order, is not blocked off, and has not been either partially or wholly removed.

Sandboxes and bocce courts that are not maintained in usable condition (empty sandbox, rutted or weed-infested bocce court) can contribute to assessment of unusable play equipment.



Sharp protruding metal on a j-swing

Play Equipment Immediate Attention Hazards

Priority One

- Fall hazards from a height of 4 feet or more due to:
 - Damaged or missing guardrails/ barriers on play equipment.
 - Damaged, loose, or missing climbing apparatus or sliding pole in danger of detaching from play equipment.
- Severe laceration or impalement hazards due to sharp protrusions 1 inch or more in length.
- Hazard where users are in motion and cannot readily stop themselves. Examples include the following:
 - Pronounced gap or protrusion on the slide platform or bed, due to damage or structural deterioration, that creates an entanglement, laceration, or impalement hazard.
 - Swing or cargo net with any open hooks, chains, or yokes.
 - Any hooks, chains, or yokes that are more than 2/3 worn through.
 - Entire apparatus or substantial components in danger of collapsing or breaking away.



Swing yoke worn 2/3 through, Priority One Immediate Attention

Structural Features

Priority Two

- Fall hazards from a height of 2.5 to 4 feet due to:
 - Damaged or missing guardrails/ barriers on play equipment.
 - Missing, loose, or damaged equipment, such as suspended rings.
 - Loose, damaged or uplifted edges on skate park equipment.
 - Drop down to exposed paved surface in an empty sandbox.
- Cut, scrape and laceration hazards due to:
 - Exposed metal on a swing with sharp or jagged edges.
 - Any protruding screw, bolt, or nail with a sharp edge and/or greater than 1/4 inch in length in an accessible area.
 - Bolts under K-swings that protrude more than 2 threads beyond the plastic frame.
 - Jagged, splintered wood.
- Hazards where a user is in danger of having an appendage caught or pinched. Examples include the following:
 - Planks on adventure platforms which are loose and pinch together.
 - A gap or opening in the fulcrum of a seesaw resulting from damage or deterioration to the seesaw where fingers could be caught or pinched.
 - Any hooks, chains, or yokes that are 1/3 worn-through.
 - Gaps between panels on a spiral slide causing an entanglement hazard.
 - Gaps created by loose bolts.
 - Cracks in plastic cargo nets.



Missing slats

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Structural Features

Play Equipment Rating Standards	
(U)	<ul style="list-style-type: none"> • 50% or more of the play equipment exhibits moderate structural deterioration. • Any 1 piece of play equipment exhibits heavy structural deterioration. • 1/3 or more of the play equipment intended for the site is no longer usable, except when play equipment is limited to Chess and Checkers tables. • At any site, 1 or more Priority Two Immediate Attentions are present.
(U/S)	<ul style="list-style-type: none"> • 2/3 of all play equipment at a particular site is unusable, except when play equipment is limited to Chess and Checkers tables. • 1 or more Priority One Immediate Attentions for play equipment are present.

Play Equipment Capital Design Issues

Older play equipment that does not meet current ASTM standards, such as pipe-form units, fulcrum seesaws, traditional slides or Timberform units, will be noted as capital design issues using the designation “Priority C”.

Structural Features

Safety Surface

What Is Rated

All materials under and around play equipment whose purpose is to protect against injuries due to falls are rated under Safety Surface. This includes poured-in-place safety surface, interlocking and sectional rubber matting, as well as loose-fill materials such as wood chips and sand.



Missing loose-fill at exercise station

Safety Surface Rating Criteria

Safety surface ratings are determined by the percentage of the safety surface that is in disrepair. Disrepair includes safety surface that is damaged, worn, or uplifted; that has missing or protruding plugs; or that has metal anchors with missing rubber caps. The severity of a hazard can depend on whether it is located in a critical or non-critical area of the safety surface. A critical area of the safety surface is generally within six feet of play equipment, whereas a non-critical area is considered the periphery of the safety surface.



Safety surface uplifted causing trip hazard

Safety Surface Immediate Attention Hazards

Priority One

- 1 square foot or more of exposed concrete, asphalt, or compacted earth in a critical area of the safety surface at a playground resulting from the following:
 - Missing section of rubber matting.
 - Hole due to worn-away poured-in-place safety surface.
 - Hole due to washed-away sand or wood chips.
- Bolt or nail at grade or protruding in any critical area of the safety surface.

Structural Features

Priority Two

- Less than 1 square foot of exposed concrete, asphalt, or compacted earth in a critical area of the safety surface at a playground.
- Missing safety surface or insufficient loose-fill material around exercise equipment where required.
- Uplift of 1.5 inches or more in height, in any area other than in inaccessible areas under the play equipment.
- Bolt or nail at grade or protruding in a non-critical area of the safety surface.
- Any instance of the following will be flagged as an IA, but a minimum of **two** instances will cause the feature to fail:
 - Safety surface separated 2 inches or more in width, in any area other than in inaccessible areas under the play equipment.
 - Exposed hard or compacted surface in a non-critical area due to missing rubber matting, poured-in-place, sand or wood chips.



Safety surface damaged in a critical area of the playground



2 inch gap in safety surface

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Structural Features

Safety Surface Rating Standards	
(U)	<ul style="list-style-type: none"> • 25% or more of the safety surface at the site is in disrepair. • 1 or more Priority Two Immediate Attentions for safety surface are present.
(U/S)	<ul style="list-style-type: none"> • 1 or more Priority One Immediate Attentions for safety surface are present.

Safety Surface Capital Design Issues

Safety surface that does not meet current ASTM use zone standards will be noted as a capital design issue using the designation “Priority C”.

Structural Features

Sidewalks

What Is Rated

All sidewalks surrounding Parks’ property are rated, including sidewalks made of concrete, asphalt, brick or block pavers. Curbs, drains, and utility covers on or adjacent to the sidewalk are also rated. Uneven or damaged curbs will be rated as hazards when adjacent to an entrance or crosswalk.



Cracked and uplifted sidewalk

Belgian blocks and tree pits between the sidewalk and the street or the sidewalk and the perimeter fence are rated under Paved Surfaces.

Sidewalks Rating Criteria

Sidewalk ratings are determined by the percentage of the sidewalk suffering from structural deterioration. Structural deterioration for sidewalks includes severe spalling, missing segments, holes, cracks, protrusions, and uplifts.

Inspectors will note the percentage of sidewalk that has been patched or blocked off by Maintenance and Operations.

Sidewalks Immediate Attention Hazards

Priority One

- Missing manhole or drain cover.
- Impalement hazard of 4 or more inches, such as a sharp signpost stub.
- Severe trip hazard or fall hazard of 4 or more inches in height (i.e. uplifted section, missing section, etc.).



1.5 inch trip hazard

Structural Features

Priority Two

- Trip hazard of at least 1.5 inches (i.e. uplifted section or crack).
- Section of sidewalk where spalling or missing sections have created loose, rubble-strewn, slippery conditions.
- Missing valve cover.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Sidewalk Rating Standards	
(U)	<ul style="list-style-type: none"> • 25% or more of the sidewalk suffers from structural deterioration. • 75% or more of the sidewalk has been patched or blocked off by Maintenance and Operations. • At a playground, small park, or Greenstreets site, 1 or more Priority Two Immediate Attentions for sidewalks are present. • In a large park zone, 2 or more Priority Two Immediate Attentions for sidewalks are present.
(U/S)	<ul style="list-style-type: none"> • Sidewalks are the predominant feature at a site, and are deemed unacceptable for the entire site because they severely detract from the overall appearance or public use of the site. • 1 or more Priority One Immediate Attentions for sidewalks are present.

Landscape Features

Landscape Features

Athletic Fields

What Is Rated

All natural or artificial turf areas designated for active-recreational use are rated as Athletic Fields. Examples include baseball, softball, football, soccer, cricket, volleyball and multi-use fields. Running tracks are also rated under Athletic Fields.



2 inch separation in turf

The following are not rated under Athletic Fields:

- Asphalt ballfields are rated under Paved Surfaces.
- Lawns that are not designated for active recreational use are rated under Lawns.
- Backstops and dugout fencing at ballfields are rated under Fences.
- Unsightly vegetation in clay infields is rated under Weeds.

Athletic Fields Rating Criteria

Grass or dirt athletic fields are classified as either A, B, or C athletic fields, and are rated using slightly different standards depending on their classification.

- **“A” athletic fields** are all athletic fields that are regularly irrigated and have controlled usage. “A” athletic fields are unacceptable when they are overgrown (over 5 inches), rutted/eroded/uneven, bare, or browned-out.
- **“B” athletic fields** are all non-irrigated baseball and softball fields. “B” athletic fields are unacceptable when they are overgrown (over 5 inches), rutted/eroded/uneven, or bare.
- **“C” athletic fields** are all non-irrigated soccer, cricket, football, volleyball, and multi-use athletic fields. “C” athletic fields are unacceptable when they are overgrown (over 5 inches) or rutted/eroded/uneven. “C” athletic fields are not rated for bareness.



Bare outfield

Landscape Features

Athletic fields will be rated for structural deterioration and for potential hazards. Examples include the presence of divots, holes, uplifts, and missing sections.

Athletic Fields Immediate Attention Hazards

Priority One:

- A hole, 1 foot or more in diameter and 1 foot or more in depth, in an active area.
- An uplift or missing section creating a vertical difference of at least 4 inches in height.

Priority Two

- A hole, 1 foot or more in diameter and 1 foot or more in depth, in a less active area.
- A hole less than 1 foot in width or less than 1 foot in depth.
- An uplift or missing section creating a trip hazard of at least 1.5 inches in height.
- Separation of 2 inches or greater in an artificial turf field creating an ankle-turn hazard.
- Off-grade of 4 inches or greater causing a trip hazard at a dugout entrance.



Hole in an athletic field, Priority Two Immediate Attention

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Landscape Features

Athletic Fields Rating Standards	
(U)	<ul style="list-style-type: none"> • 25% or more of the A or B athletic fields are bare. • 25% or more of synthetic turf fields have missing or damaged sections • 50% or more of the A, B, or C athletic fields are unacceptable (see Ratings Criteria). • Small parks cited for 1 or more Priority Two Immediate Attentions for athletic fields. • Large parks cited for 2 or more Priority Two Immediate Attentions for athletic fields. • Large park zones cited for 2 or more Priority Two Immediate Attentions for athletic fields.
(U/S)	<ul style="list-style-type: none"> • Grass that is greater than 1 foot in height. • Athletic fields are the predominant feature, and are so unacceptable that they severely detract from the overall appearance or use of a site. • Athletic fields cited for 1 or more Priority One Immediate Attentions.

Landscape Features

Horticultural Areas



Bare horticultural area

What Is Rated

All ornamental planted areas are rated under Horticultural Areas. This includes areas planted with shrubs, vines, and flower beds. Above-ground planters and pots are not rated for bareness during the winter inspection season.

Horticultural Areas Rating Criteria

Horticultural areas will be rated with respect to the following criteria:

Dead or dying

Horticultural areas, especially at Greenstreets sites, should be regularly watered.

Weed Infestation

Weeds are unsightly, and pose a threat to ornamental plantings.



Weed control fabric visible

Bareness

Horticultural areas should not be bare, except in the winter and in areas normally planted with annuals.

General Maintenance

Horticultural areas should be free from damage and broken fencing.

Soil Condition

Soil should not be severely compacted or eroded.

Landscape Features

Horticultural Areas Immediate Attention Hazards

Priority One

- Shrubs or vines that obscure a fire hydrant or roadway.



Thorns protruding into active area

Priority Two

- Shrubs or vines in an active area that protrude at or near eye level (3 to 6 feet).
- Thorns from horticultural plantings that extend into an active area.
- A hole, 1 foot or more in diameter and 1 foot or more in depth.
- Trip hazard created by a horticultural area 4 inches or more below the grade of an adjacent paved surface or sidewalk, without a raised curb or other cribbing, in an active area.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Horticultural Areas Rating Standards	
(U)	<ul style="list-style-type: none"> • 25% or more of the plants or 25% or more of the horticultural area are unacceptable (See Ratings Criteria). • A small park or Greenstreets site is cited for 1 or more Priority Two Immediate Attentions. • A large park zone is cited for 2 or more Priority Two Immediate Attentions are present.
(U/S)	<ul style="list-style-type: none"> • A Greenstreets site at which 50% or more of the plants or 50% or more of the horticultural area are cited for violations (see Rating Criteria). • Horticultural areas which are so prominent and so unacceptable that they severely detract from the overall appearance of the site. • A horticultural area cited for 1 or more Priority One Immediate Attentions.

Landscape Features

Lawns

What Is Rated

The following are rated under Lawns:

- All grassy areas that are not designated for active recreational use, including lawns, grass strips, and tree lines, as well as natural areas.
- Sandy areas along a waterfront will also be rated under Lawns (natural areas).



Bare lawn with desire lines

The following are not rated under Lawns:

- Horticultural plantings are rated as Horticultural Areas. (At Greenstreets, all areas of greenery are rated under Horticultural Areas.)
- Natural turf ballfields are rated under Athletic Fields.

Lawns Rating Criteria

Grassy areas are classified as “A”, “B” or “C” lawns, and are rated using slightly different standards depending on their classification.

- “**A**” lawns have irrigation and their usage is controlled. “A” lawns are unacceptable when they are improperly mowed, are overgrown (over 5 inches, including growth through fencing), rutted/eroded/uneven, weed-infested, browned-out, or bare.
- “**B**” lawns are all non-irrigated lawns. “B” lawns are unacceptable when they are overgrown (over 6 inches, including growth through fencing), rutted/eroded/uneven, or bare.
- “**C**” lawns are a small number of lawns which, with borough approval and notification to OMP, will not be rated for bareness due to active recreational use.
- Natural areas are not included in any percentage unacceptable.

Lawns Immediate Attention Hazards

Priority One

- A hole, 1 foot or more in diameter, 1 foot or more in depth, in an active area.

Landscape Features

- Overgrowth that hides or obscures a fire hydrant or roadway.

Priority Two

- A hole, 1 foot or more in diameter and 1 foot or more in depth, in a less active area.
- A hole less than 1 foot in diameter or less than 1 foot in depth.
- Trip hazard created by a lawn 4 inches below the grade of an adjacent paved surface or sidewalk in an active area. The transition from sidewalk to sand at the entrances of beach zones will be rated in the same manner.



12 inch deep hole in lawn, Priority One Immediate Attention

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Lawns Rating Standards	
(U)	<ul style="list-style-type: none"> • For “A” lawns, 10% or more of the lawns are bare. • For “B” lawns, 25% or more of the lawns are bare. • For “A” lawns, 20% or more of the lawns are unacceptable (see Ratings Criteria). • For “B” lawns, 50% or more of the lawns are unacceptable (see Ratings Criteria). • Excessive desire lines detract from the overall appearance of an area of the site. • For playgrounds, small parks, and Greenstreets sites, 1 or more Priority Two Immediate Attentions for lawns are present. • For large park zones, 2 or more Priority Two Immediate Attentions for lawns are present.
(U/S)	<ul style="list-style-type: none"> • Lawns are the predominant feature at a site, and are so unacceptable that they severely detract from the overall appearance of the site. • 1 or more Priority One Immediate Attentions for lawns are present.

Landscape Features

Trails

What Is Rated

All unpaved paths in a natural area that are mapped, signed, marked, or otherwise formalized are rated under Trails. A trail is considered formalized if it is sufficiently wide and easily discernible from the surrounding natural area.



Trail impassible due to fallen trees

Cleanliness issues along trails such as litter, glass and graffiti are rated under their respective features, however overgrowth is rated under Trails, not Weeds (for lack of trail maintenance). Cleanliness issues in natural areas, such as abandoned vehicles, are always rated if observed. Paved paths through natural areas that have been intentionally allowed to deteriorate are rated under Trails, rather than under Paved Surfaces. M&O should formally notify OMP of any trails being officially decommissioned and make efforts to deter the public from using them.

Trails may be made of dirt, gravel or woodchips. Infrastructure along trails, including cribbing, drains, and footbridges, is also rated.



Trip hazard due to damaged footbridge

Trails Rating Criteria

Trails will be rated with respect to the following criteria:

Overgrowth/Impassibility

Trails should not be blocked by brambles, vines, limbs, overgrowth or downed trees.

Erosion

Trails should not be flooded or eroded.

Landscape Features

Trails Immediate Attention Hazards

Priority One

- Erosion or some other condition affecting a trail that is adjacent to a steep slope and poses a serious fall hazard.
- Missing section of trail or footbridge that poses a serious fall hazard.

Priority Two

- A large hole creating a serious trip hazard.
- Hazardous weeds such as poison ivy or plants with thorns encroaching onto the trail path.
- 4 inch trip hazard of any kind existing anywhere on the trail.

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Trails Rating Standards	
(U)	<ul style="list-style-type: none"> • 3 or more instances where the trail is made impassible by branches, fallen trees, or plant growth. • 3 or more instances of serious rutting, erosion, or pooling water. • 2 or more Priority Two Immediate Attentions cited for trails.
(U/S)	<ul style="list-style-type: none"> • Trails are the predominant feature, and are so unacceptable that they severely inhibit the public's ability to use the site. • 1 or more Priority One Immediate Attentions cited for trails.

Landscape Features

Trees

What Is Rated

Tree issues are rated in all active areas, such as over benches, paths, sidewalks, or play or picnic areas. Trees are rated for dead or dangling limbs, rigid branches at eye-level, and tree stumps that create trip or impalement hazards. Dead trees are also rated. Trees are not rated in natural/undeveloped areas, except where a hazard exists directly on or over a trail.

Dangling Limbs

A dangling limb will be defined as any limb that appears to be, from the vantage point of the Inspector, at least 6 feet in length and 2 inches in diameter, is fully or partially detached, and is suspended over an active or less active area.



Dangling limb

Wind Event Grace Period

A 48-hour grace period will be granted for the removal of dangling limbs following the conclusion of the following warnings/advisories issued by the National Weather Service:

- Hurricane Warning/ Watch
- Extreme Wind Warning
- Severe Thunderstorm Warning/ Watch
- High Wind Warning/ Watch
- Tropical Storm Warning
- Wind Advisory
- Ice Storm Warning

Additionally, the activation of the Downed Tree Task Force (for the above or any reason) will result in a grace period for the duration of the activation, as well as 48 hours after its deactivation.

During the grace period, dangling limbs will be noted as Immediate Attention but will not affect the feature rating.

Landscape Features

Dead Limbs

Any dead limb showing signs of wood rot over an active area that appears, from the vantage point of the Inspector, to be greater than 6 feet in length and 2 inches in diameter will be rated as a Priority Two Immediate Attention. Dead limbs are not rated over trails.



Large dead limbs

Dead Trees

Standing dead trees, except in natural areas, should be removed.

Protruding Tree Stumps

Protruding tree stumps in active areas are rated as potential trip or impalement hazards.

Trees Immediate Attention Hazards

Priority One

- Dangling limb that appears to be in danger of falling onto an active area.
- A sharp tree stump that is 6 or more inches in height in an active area and presents an impalement hazard.
- Branches that hide or obscure a traffic control signal or critical signage (“Stop,” “Yield,” or “Do Not Enter”).

Priority Two

- A dead limb showing signs of wood rot that appears to be in danger of falling onto an active area.
- A dangling limb that appears to be in danger of falling onto a less active area or trail.
- Branches that hide or obscure less critical traffic signage.
- A protruding branch, from a mature tree, that is at eye level (3 to 6 feet) and located in an active area.
- A trip hazard created by a tree stump which is 4 or more inches in height and in an active area.

Landscape Features

Hazardous conditions not explicitly listed above may be flagged as an Immediate Attention.

Trees Rating Standards	
(U)	<ul style="list-style-type: none"> • At a site with 1 to 5 trees: 1 dead tree is present or 1 tree has non-hazardous, low-hanging branches. • At a site with 6 to 10 trees: 2 dead trees are present or 2 trees have non-hazardous, low-hanging branches. • At a site with more than 10 trees: 3 or more dead trees are present or 3 or more trees have non-hazardous, low-hanging branches. • At a small park, playground, or Greenstreets site, 1 or more Priority Two Immediate Attentions for trees are present. • In a large park zone, 1 Priority One or 2 or more Priority Two Immediate Attentions for trees are present.
(U/S)	<ul style="list-style-type: none"> • Trees are the predominant feature at a site, and are so unacceptable that they severely detract from the overall appearance of the site. • 1 or more Priority One Immediate Attentions for trees are present in a small park or Greenstreet, or 2 or more Priority One Immediate Attentions for trees are present in a large park zone.

Landscape Features

Water Bodies

What Is Rated

All natural and man-made bodies of water in a park, including lakes, ponds, and reflecting pools are rated. Large water bodies, such as oceans and rivers, that are adjacent to a large park zone will not receive a rating. If a water body borders on a large park zone, the shore of the water body and the part of the water body visible from the zone will be rated. Debris and refuse in water bodies and on beachfronts are rated under Litter.



Damaged ice rescue ladder, Priority One Immediate Attention

Retaining walls of water bodies and structural elements of fountains are rated under Paved Surfaces. Outdoor public pools and wading pools are not rated.

If an entire water body resides in a single large park zone, it will be rated as a single problem area.

OMP inspects for the presence of signs and ice rescue ladders at all enclosed water bodies during periods of potential freeze (from December 1 to March 31st). At least one ice rescue ladder and appropriate signage should be present every 400 feet of accessible shoreline.

Water Bodies Rating Criteria

Water bodies will be rated in respect to the following criteria:

Algae Infestation

Algae covering the surface of a water body is rated.



Excessive algae in water body

Landscape Features

Plant Growth

Invasive and undesirable plant growth is rated. However, plant growth in non-functioning decorative fountains is rated as Weeds.

Water Bodies Immediate Attention Hazards

Priority One

- An ice rescue ladder is not available every 400 feet of accessible shoreline.
- No “Danger” signs are posted along with ice rescue equipment at water bodies during the winter season.
- Ice rescue ladders are damaged or improperly stored such that they would not be readily usable in an emergency.

Hazardous conditions not explicitly listed above may be flagged as Immediate Attentions by an Inspector.

Water Bodies Rating Standards	
(U)	<ul style="list-style-type: none"> • More than 50% of the water body is infested with algae or invasive plant growth.
(U/S)	<ul style="list-style-type: none"> • Water bodies are the predominant feature at site and are so unacceptable that they severely detract from the overall appearance of the site. • 1 or more Priority One Immediate Attentions for water bodies are present.

Part Three

Comfort Station Inspection Program

Overview of the Program

Since August 2004, OMP has administered the Comfort Station Inspection Program (CSIP) as an additional way of evaluating the agency's overall performance. Prior to the implementation of CSIP, OMP Inspectors had tracked comfort stations as a park element under the Parks Inspection Program (PIP). This only provided Maintenance and Operations personnel with baseline information regarding comfort station conditions. Comfort stations provide an important service to the public. As such, CSIP takes a more comprehensive and structured approach to evaluating comfort stations, and assigns a rating to each facility that is inspected. This is designed to hold borough personnel more accountable for the condition of the facilities under their care.

Comfort stations are rated "Acceptable" or "Unacceptable" for their overall condition. Four primary features are rated: amenities, graffiti, litter, and structural. Comfort stations are considered unacceptable in their overall condition if the facility is unofficially closed during hours of operation, does not meet standards of cleanliness, lacks amenities, suffers from significant structural deficiencies, or any combination of these. Comfort station inspections occur simultaneously with PIP inspections – there is not a separate sort to determine selection of facilities. The overall condition rating for the comfort station has no bearing, positive or negative, on the PIP rating for an adjoining park or playground. However, comfort station inspection information and ratings are published alongside the PIP report and reported at upper level management meetings.



CSIP provides NYC Parks management with a broad indicator of the condition of the agency's comfort stations. The program serves three important goals:

- To hold the agency to a higher level of accountability for the condition of the comfort stations in its parks and playgrounds
- To help NYC Parks allocate resources to target problem areas
- To help improve overall conditions for the public

Overview of the Program

What is Inspected at a Site?

A comfort station is defined as a facility that contains both a men's and a women's restroom, and is owned and maintained by NYC Parks. A complete comfort station inspection includes the inspection of both the men's and women's restrooms.



Inspections include all fixtures, walls, floors, ceilings, and amenities. The comfort station will be rated for litter and graffiti found inside the comfort station. Cleanliness issues that are found on the outside of the comfort station are rated within the purview of PIP.

Immediate Attention Hazards

A feature is flagged for "Immediate Attention" when one or more hazards are present in a single restroom. All features can be flagged for Immediate Attention. The following are the two levels of Immediate Attention hazards:

Priority One:

- The hazard presents the chance of a serious (life-threatening or debilitating) injury.
- A single Priority One Immediate Attention will fail the feature rating, as well as the overall condition rating for a single restroom and the overall condition of the comfort station.

Priority Two

- The hazard presents the chance of a slight to serious injury.
- Graffiti that depicts hate speech or profanity.
- A single Priority Two Immediate Attention will fail the feature rating for a single restroom, and the overall feature rating for the comfort station. However, it will not necessarily fail the overall condition rating for a single restroom, and the overall condition rating of the comfort station.

Overview of the Program

Restroom Feature Rating

The men's and women's restrooms are rated separately. Each restroom will receive an individual feature rating for amenities, graffiti, litter, and structural. A feature can be rated either acceptable (A), unacceptable (U), or very unacceptable (U/S) based on the ratings for each feature. (Please see the rating standards for each feature in the pages that follow.) Restroom features will be marked "not rated" (N), in restrooms that are found closed. Any of the following will cause the restroom feature rating to be unacceptable:

- If an Inspector finds a single Priority One Immediate Attention in a restroom, the restroom feature rating will be very unacceptable (U/S or "Unacceptable/Site").
- If an Inspector finds a single Priority Two Immediate Attention in a restroom, the restroom feature rating will be unacceptable (U).

Restroom Overall Condition Rating

The restroom condition rating is determined to be acceptable or unacceptable depending on the ratings of the four restroom feature ratings. Any of the following will cause the restroom condition rating to be unacceptable:

- If the restroom is closed. Restrooms will be marked "not rated" (N) in comfort stations that are officially closed for the season or closed for construction. See page 86 for official comfort station closure policy.
- If an Inspector notes two or more unacceptable (U) features in a restroom.
- If an Inspector notes one or more very unacceptable (U/S or "Unacceptable/Site") features in a restroom.

Comfort Station Feature Rating

In addition to each restroom feature ratings, the entire comfort station will receive a comfort station feature rating for each of the four inspection features. Each comfort station feature can be rated either acceptable (A), unacceptable (U), or very unacceptable (U/S) based on each restroom feature rating. Any of the following will cause the comfort station feature rating to be unacceptable:

Overview of the Program

- If an Inspector notes a restroom feature failure for both the men's and women's restroom, the comfort station feature rating will receive an unacceptable (U) for the entire comfort station. For example, if the restroom feature rating for graffiti is unacceptable (U) in both men's and women's restrooms, the comfort station feature rating for graffiti will be rated as unacceptable (U).
- A comfort station feature rating will be unacceptable (U) when a Priority Two Immediate Attention is found in a single restroom. For example, if an Inspector notes inappropriate storage in the women's restroom, the comfort station feature rating for litter will be unacceptable (U).
- A comfort station feature rating will be unacceptable (U) for amenities, graffiti and structural features if a failure exists in a single restroom. For example if an Inspector notes one moderate graffiti failure in the men's room or more than 10% fixtures missing, damaged, deteriorated or in poorly repaired condition in the women's room, the comfort station rating for that feature will be unacceptable (U).
- If an Inspector notes a very unacceptable (U/S or "Unacceptable/Site") restroom feature rating, the comfort station feature rating for that feature will be found very unacceptable (U/S or "Unacceptable/Site"). For example, if an Inspector notes inadequate lighting in the men's restroom, a Priority One Immediate Attention, the comfort station feature rating for structural will be rated as very unacceptable (U/S or "Unacceptable/Site").
- The comfort station feature rating for amenities is based on the total number of missing amenities for the entire comfort station, not the individual restroom. For example, if there are no paper towels in the women's restroom the comfort station feature rating for amenities will be unacceptable (U). If an Inspector notes missing liquid soap and paper towels in both restrooms, totaling four issues, the comfort station feature ratings for amenities will be very unacceptable (U/S or "Unacceptable/Site").
- If one restroom is closed, but the other restroom is open, the comfort station feature ratings will be determined by the condition of the open restroom.

Overview of the Program

Comfort Station Overall Condition Rating

The comfort station overall condition rating is determined to be acceptable or unacceptable depending on either the restroom condition ratings or comfort station feature ratings. Any of the following will cause a comfort station overall condition to be unacceptable:

- If at least one restroom is closed. This excludes comfort stations that are seasonal or closed for construction. See page 86 for official comfort station closure policy.
- If at least one restroom condition rating is unacceptable. For example, if the women's restroom condition rating is unacceptable (U), then the comfort station overall condition will be unacceptable (U).
- If two comfort station feature ratings are found to be unacceptable (U). For example, if both graffiti and litter are found to be unacceptable the comfort station, overall condition rating will be unacceptable (U).
- If an Inspector notes a very unacceptable (U/S) for a comfort station feature rating. For example, if structural features are found to be very unacceptable, then the comfort station overall condition rating will be unacceptable (U).

Comfort Station Features

Amenities

What Is Rated

The following amenities are inspected in the comfort station: toilet paper, paper towels or hand dryers, and liquid hand soap. Soap dispensers, soap globes, and toilet paper and paper towel dispensers will be rated under the structural feature.



No toilet paper

Rating Standards

All comfort stations are expected to provide basic amenities to park users. A comfort station restroom will be considered unacceptable if any of the following conditions exists at the time of the inspection:

- There is no liquid hand soap present. (Bar soap is not an acceptable alternative to liquid soap.)
- There are no paper towels or working hand dryer.
- At least 50% of the stalls do not have toilet paper.

Restroom Amenities Rating Standards	
(U)	• If 1 of the above conditions exists in either restroom.

Comfort Station Amenities Rating Standards	
(U)	• If 1 of the above conditions exists in either restroom.
(U/S)	• If a total of 4 of the above conditions exist for the entire comfort station.

Comfort Station Features

Graffiti

What Is Rated

All spray paint, permanent markers, stickers, crayon, and adhesive posters that have been illegitimately applied or affixed to any surface within the comfort station are rated as graffiti. All markings on the outside of the comfort station will be rated as part of the Parks Inspection Program.

Rating Criteria

Graffiti will be rated based on the total square footage of each room.

Immediate Attention Hazards

Priority Two

- Graffiti that depicts hate speech or profanity.

Restroom Graffiti Rating Standards	
(U)	<ul style="list-style-type: none"> • If there is at least 10 square feet of graffiti in a single restroom. • 1 or more Priority Two Immediate Attentions for graffiti are present.
(U/S)	<ul style="list-style-type: none"> • If there is greater than 20 square feet of graffiti in a single restroom.

Comfort Station Graffiti Rating Standards	
(U)	<ul style="list-style-type: none"> • If there is at least 15 total square feet of graffiti for the entire comfort station. • 1 or more Priority Two Immediate Attentions for graffiti are present.
(U/S)	<ul style="list-style-type: none"> • If there is greater than 25 total square feet of graffiti for the entire comfort station.

Agency Graffiti Policy

For more information on the agency's graffiti policy please see "Agency Graffiti Policy" on page 27.)

Comfort Station Features

Litter

What Is Rated

The following are rated under litter: refuse that has been discarded somewhere other than in a proper garbage bag or receptacle; equipment stored within the comfort station; the condition of garbage cans and garbage bags awaiting pick-up; large quantities of natural debris; bird and non-bird feces within the comfort station; grime; health hazards such as condoms, syringes, or fetid water; and the sighting of any rodents, cockroaches, or flies within the comfort station.

Rating Criteria

Accumulations of litter can be light, moderate, or heavy. The definitions of a particular accumulation depend on the type and amount of litter found:

Comfort Station Litter Rating Criteria			
	Light	Moderate	Heavy
Trash	Fewer than 5 pieces.	6-10 pieces.	More than 11 pieces.
Trash cans	n/a	Can overflowing, generally with multiple pieces of litter, less than 6 inches in height.	Can overflowing, generally with multiple pieces of litter, more than 6 inches in height.
Feces and grime	1-2 areas (1 square foot).	3-4 areas.	More than 4 areas.
Natural debris	Lightly scattered.	Moderate amount evenly distributed.	Large amount densely concentrated.

Immediate Attention Hazards

Priority One

- Serious health hazards such as syringes, dead animals, or condoms within the comfort station.

Comfort Station Features

- Broken glass anywhere within the comfort station.
- Bee or wasp hive.
- Inappropriately stored objects that present a serious safety hazard. Examples include, but are not limited to: gasoline cans, rock salt, cleaning agents, sharp clippers, and any objects that obstruct the exit to a comfort station.



Moderate litter

Priority Two

- Less serious health hazards such as standing fetid water or the sighting of a cockroach, rodent, or other animal, or evidence of infestation such as a large number of ants or a fly strip covered with flies.
- Foul odor emanating from the comfort station.
- Inappropriately stored objects that present a less serious safety hazard. Examples include, but are not limited to: buckets, brooms, shovels, weed whackers, leaf blowers, and shopping carts.

Restroom Litter Rating Standards	
(U)	<ul style="list-style-type: none"> • 1 or more categories of litter are found to be moderate in a single restroom. • 1 or more Priority Two Immediate Attention for litter are present.
(U/S)	<ul style="list-style-type: none"> • 1 or more categories of litter are found to be heavy in a single restroom. • 1 or more Priority One Immediate Attention for litter are present.

Comfort Station Litter Rating Standards	
(U)	<ul style="list-style-type: none"> • 1 or more Priority Two Immediate Attention for litter are present.
(U/S)	<ul style="list-style-type: none"> • 1 or more categories of litter are found to be heavy. • 1 or more Priority One Immediate Attention for litter are present.

Comfort Station Features

Structural

What Is Rated

The following is rated under structural features: ceilings, fixtures, floors and walls. Structural features should be in good repair. Additionally, paint should be uniform in color, applied evenly in all areas of the comfort station, and be devoid of chipping.



Uneven paint

Comfort Station Structural Features - What is Rated	
Ceilings	All ceilings, inclined roofs, and skylights. Rated for water damage, paint, cracks, holes, leaks, dents, and ceiling tiles that are missing, misaligned, or otherwise damaged.
Fixtures	All toilets, urinals, sinks, lights, toilet paper dispensers, paper towel dispensers, mirrors, and changing tables. Rated for cracks, chipping, constantly running water, clogging, being out of order, or otherwise damaged.
Floors	All floors, stairs, and ramps inside the comfort station. Rated for cracks, missing floor tiles, uneven flooring, holes, broken or loose tiles, pooling water, clogged floor drains, cracking or loose grout, damaged stairs, and water damage.
Walls	All doors, stall panels, and stall doors. Rated for water damage, paint condition, cracks, holes, leaks, dents, unfinished areas, or other damage.

Comfort Station Features

Rating Standards

The structural features listed on the previous page will be assessed for each restroom separately, and deemed light, moderate or heavy based on the following criteria:

Restroom Structural Rating Criteria		
Light	Moderate	Heavy
Less than 10% of the feature is missing, deteriorated, damaged, or in poor repair.	10-25% of the feature is missing, deteriorated, damaged, or in poor repair.	More than 25% of the feature is missing, deteriorated, damaged, or in poor repair. A restroom with no working toilet will also be rated as 'Heavy'.

For example, if a small comfort station has a missing or out of service sink in the men's restroom, this could count towards 10-25% of the feature (Fixtures) missing, deteriorated, damaged, or in poor repair and the room and comfort station will receive a "U" for Structural. If the ceiling of a restroom exhibits widespread deterioration, this will count towards more than 25% of the feature (Ceilings) missing, deteriorated, damaged, or in poor repair and the room and comfort station will receive a "U/S" for Structural.

Immediate Attention Hazards

Priority One

- 4 or more inches of vertical difference (i.e. uplifted section, crack, hole, and sunken area).
- Exposed wiring from an electrical fixture.
- Poor or insufficient lighting as a result of missing or inoperative light bulbs in comfort stations.

Comfort Station Features

Priority Two

- 1.5 inches or more of vertical difference (i.e. uplifted section, crack, hole, or sunken area).
- Missing drain / water valve cover.
- Laceration hazard due to cracked fixture.
- Loose, missing or worn straps on a diaper changing station.
- If a comfort station appears to be compliant with the Americans with Disabilities Act (ADA) standards for accessible design, none of the required amenities can be damaged or missing (e.g., railings next to urinal or toilet, lowered hand dryer, sink, etc.).

Restroom Structure Rating Standards	
(U)	<ul style="list-style-type: none"> • 1 or more categories are found to be moderate. • 1 or more Priority Two Immediate Attentions are found. • More than 25% of fixtures are damaged or missing in a single restroom.
(U/S)	<ul style="list-style-type: none"> • 2 or more categories are found to be moderate. • 1 or more categories found to be heavy. • 1 or more Priority One Immediate Attentions are present.

Comfort Station Structure Rating Standards	
(U)	<ul style="list-style-type: none"> • 1 or more categories are found to be moderate. • 1 or more Priority Two Immediate Attentions are found. • More than 50% of fixtures are damaged or missing in the entire comfort station.
(U/S)	<ul style="list-style-type: none"> • 1 or more categories found to be heavy. • 1 or more Priority One Immediate Attentions are present.

Comfort Station Closure Policy

Comfort Station List

OMP will maintain a master list of all comfort stations, indicating which are officially closed during the Winter season (winterized) as well as those which are (or are scheduled to be) officially closed for other long-term reasons such as construction. By the first week of September, OMP will distribute this list to each borough for confirmation. Boroughs are responsible for returning the list to OMP, with any updates, by the third week of September. Any additions to the list must be approved by the Office of the First Deputy Commissioner. This list will remain posted on the OMP website throughout the year.

A comfort station that is found to be closed during an inspection will be marked as unofficially closed unless a) OMP has received prior notice of an emergency closure, with explanation, b) the comfort station appears on the winterized or otherwise officially closed list, or c) a snowfall grace period is in effect.

Emergency Closures

Throughout the year, and as soon as possible, boroughs must notify the Director of PIP by email, and copy the Chief of Operations, if a comfort station must close due to an emergency situation such as damaged pipes, inadequate heat, vandalism, etc. Pages received by OMP from Central Communications regarding comfort station closures will also be considered sufficient notice. This information will be taken into account for a one-week period from date of receipt, during which time the comfort station will be considered officially closed. If repairs cannot be completed within one week, boroughs must notify the Director of PIP by email and provide an anticipated date of re-opening.

Snowfall Grace Period

Borough managers and supervisors should make every effort to keep their year-round comfort stations in service in the event of a snowfall. A comfort station that is fully closed at the time of inspection will not be penalized as unofficially closed if a Snow Alert has been issued by the Office of the First Deputy Commissioner. Such an alert generally will be issued on the afternoon/evening before a day in which two or more inches of snow is forecast, and will require the boroughs to submit a Snow Report the following morning. The grace period will remain in effect for the entire day following the alert, or 24 hours after the conclusion of the snowfall if it continues to snow throughout the day.

Part Four

Appendices

Inspection Program Appeals

Filing an Appeal

The Borough Commissioner, Chief of Operations, Deputy Chief of Operations, or any designee of the aforementioned can appeal a PIP or a comfort station inspection rating to the designated Parks Inspection Program Ombudsman if he or she feels that the rating given to a site is erroneous. The Ombudsman is generally a member of the First Deputy Commissioner's staff. All appeals must be sent in writing to the Ombudsman by the appeal due date for that inspection round as listed in the PIP calendar. The reasons why the rating is being appealed, as well as any evidence supporting the borough's appeal (photographs, documents), should also be included.

Resolution of Appeals

The Ombudsman, after investigating the merits of an appeal, can, at his or her discretion, retroactively change the rating of a given feature or site, if he or she is convinced that the rating in question constitutes a misapplication of the official inspection standards as described in this manual. If the wrong site was rated, the Ombudsman will change the rating to "Not Rated." An exception is where Greenstreets are not properly marked, clustered together, and the wrong site was possibly rated. In this case, the rating for that site will stand.

The Ombudsman will notify the borough in writing of his or her decision within two to four weeks of the receipt of an appeal. The resolution of an appeal by the Inspection Program Ombudsman constitutes the final decision of NYC Parks.

Glossary of Terms

Accessible Area:	Any area easily accessed by the public (not fenced-off or otherwise effectively obstructed).
Accumulation:	The amount of litter, glass, weeds, etc. found in an area. Accumulations are rated as light, moderate, or heavy.
Active Area:	Areas of a park that users are expected to frequent, including paved paths, sidewalks, play areas, sitting areas, picnic areas.
AF:	Abbreviation for athletic fields.
ADA:	Abbreviation for the Americans with Disabilities Act.
Bare:	Lacking grass, shrubs, plantings or wood chips.
BBCT:	Abbreviation for basketball court.
BE:	Abbreviation for benches.
Bridle Path:	A path officially designated (typically through signage) for equestrian use. Bridle paths are rated under trails.
C&CT:	Abbreviation for chess and checkers table.
Capital Design Issues:	Problems due to the design of a site which in-house forces are unable to correct. Capital design issues are most often noted for play equipment and safety surface.
CLF:	Abbreviation for chain-link fence.
Color Seal:	A latex based coating that provides traction on basketball courts, asphalt softball fields, volleyball courts, and tennis courts. Also referred to as sports coat.
Comfort Station:	A public restroom facility consisting of a men's and women's restroom.
Critical Area of Safety Surface:	The safety surface directly around play equipment onto which a child falling from or exiting the equipment would be expected to land. For stationary play equipment (i.e. adventure equipment), the critical area is considered to be 6 feet around play equipment. For motion-oriented play equipment (i.e. swings or slides), the critical area is wherever a child could potentially land when falling or exiting from the equipment. (See "Use Zone" on page 94)
Deadheading:	The removal of flowers from plants when flowers are fading or dead.

Glossary of Terms

DF:	Abbreviation for drinking fountain.
Desire Line:	Any non-paved, non-formalized path. Examples include shortcuts across a lawn or through natural areas.
EE:	Abbreviation for exercise equipment.
FE:	Abbreviation for fences.
Fall Hazard:	Unobstructed potential drop of at least 2.5 feet from play equipment onto safety surface. Also evaluated under fences when a sneakhole leaves a drop of 2 feet or more.
Formalized Sneakhole:	A sneakhole which has been made into an official passageway by Parks through the attachment of vertical posts and the clipping of all sharp edges.
Fetid Water:	A pool of water that has been sitting for more than 24 hours, and usually contains signs of algae or insect infestation.
GL:	Abbreviation for glass.
GR:	Abbreviation for graffiti.
Grime:	Grime includes, but is not limited to: residue from food products, bodily fluids, oily substances, grease, or stains.
Hate Speech:	Graffiti which includes language or symbols which communicate hostility towards a group of people, often based on race, gender, sexuality, or religion.
Hazardous Weeds:	Poison ivy, poison oak, thorns, or wild mushrooms.
HBCT:	Abbreviation handball court.
HORT:	Abbreviation for horticultural areas.
Immediate Attention:	Any safety hazard found at a site. Immediate Attentions are defined as either Priority One or Priority Two.
Impalement Hazard:	A sharp protrusion at least 4 inches long which has the potential to pierce a patron. Common impalement hazards are sign stubs and sharp tree stumps.
J-swing:	Type of swing with flat seat appropriate for school-age children.
K-swing:	Type of swing with bucket-style seat appropriate for toddlers.

Glossary of Terms

Less Active Area:	Areas peripheral to active areas but still accessible, such as open lawns or the outfields of ballfields. Trails are less active areas.
LW:	Abbreviation for lawns.
MPPA:	Abbreviation for multi-purpose play area.
Natural Area:	Mainly within large parks, an unlandscaped area (usually woods or meadow) which has public-access trails and is used recreationally by the public.
PE:	Abbreviation for play equipment.
Pipe Form Unit (PFU):	Older climbing equipment that consists mainly of metal piping.
Pinch Hazard:	Any juncture which could squeeze/bind the user's appendage during use, usually of play equipment or benches.
Play Area:	Play equipment and all surrounding safety surface, court areas, and athletic fields.
POW/MIA Flag:	The Prisoner of War/Missing in Action (POW/MIA) flag was created to honor members of the US Armed Forces who have been or remain prisoners of war. City Council requires these flags to be flown at all parks that fly an American flag.
Profanity:	Graffiti which includes abusive or vulgar language.
PS:	Abbreviation for paved surface.
Requirements Contracts:	Introduced in 1995, requirements contracts allow Parks to replace standard park features and improve the overall condition of a site without undertaking a complete reconstruction.
RS:	Abbreviation for routed sign.
Restroom:	A restroom consists of a single sex bathroom with toilets and urinals (men).
Safety Fencing:	Fencing which serves the primary purpose of protecting other park users from fast moving objects such as a baseball or handball, or swings, or helps protect against inadvertent falls to an area below. The chain-link fencing at backstops, dugouts, and handball courts, as well as railings along a raised walkway, are examples of safety fencing.

Glossary of Terms

Small Site:	A site that does not constitute more than one distinct problem area, i.e. that is no larger than 25x25 square feet in area or along a 100 foot line.
Spalling:	The significant crumbling of paved surface or sidewalk to create a loose, rubble-strewn surface.
Sports Coat:	A latex based coating that provides traction on basketball courts, asphalt softball fields, volleyball courts, and tennis courts. Also referred to as color seal.
SS:	Abbreviation for safety surface.
SW:	Abbreviation for sidewalks.
TL:	Abbreviation for trails.
TREE:	Abbreviation for trees.
Undeveloped Area:	An area that is undeveloped and has no public-access trails. (See “Natural Area” on page 93.)
Use Zone:	Standard language that is used by American Society of Testing and Materials (ASTM) and the Consumer Product Safety Commission (CPSC) to define the area around play equipment that should have protective surfacing and be free of obstructions. Most play equipment requires a minimum use zone of 6 feet.
U:	Abbreviation for unacceptable — can apply to overall condition, cleanliness, and feature ratings.
U/S:	Abbreviation for unacceptable for site — applies only to feature ratings, and will always have the effect of failing overall condition (and cleanliness if a cleanliness feature).
WB:	Abbreviation for water bodies.
WD:	Abbreviation for weeds.
Wash-up:	Any material that washes up along a shoreline due to the changing of the tide.

Notes

Notes

For more information
regarding this manual,
please call Operations
& Management Planning
at **(212) 360-8234**.



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EXHIBIT C – BACKGROUND CHECKS RIDER

(§6.3 (b))

1. Recruitment; Screening; Fingerprinting:

The Licensee shall be responsible for the recruitment and screening of employees and volunteers performing work under the Agreement, including the verification of credentials, references, and suitability for working with clients and participants. Where consistent with State and federal law, if directed by the Department, the Licensee will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Department.

2. Convictions:

The Licensee shall comply with Section 296(15) of the New York State Executive Law and Subdivision 10 of Section 8-107 of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer, employment agency or an agent thereof to deny employment to any applicant and, under Section 8-107, to take adverse action against any employee, based on (a) the person's or employee's having been convicted of one or more criminal offenses, or (b) a finding of a lack of "good moral character" where such finding is based on the applicant or employee having been convicted of one or more criminal offenses, when the denial or adverse action violates Article 23-A of the New York State Correction Law.

3. Non-Pending Arrests or Accusations:

The Licensee shall comply with Section 296(16) of the New York State Executive Law and Subdivision 11 of Section 8-107 of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer to deny employment to any applicant or take adverse action against any employee when the denial or adverse action violates Section 296(16), which generally concerns arrests or criminal accusations that are not then pending and which were followed by a termination in favor of the applicant or employee, a youthful offender adjudication, or by a conviction that has been sealed unless the denial or adverse action is specifically required or permitted by statute.

4. Declare, Print, or Circulate:

The Licensee shall comply with Subdivision 11-a of Section 8-107 of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer, employment agency or agent thereof to declare, print, or circulate, or cause the declaration, printing or circulation of any solicitation, advertisement, or publication that directly or indirectly expresses any limitation or specification in employment based on a person's arrest or criminal conviction.

5. Inquiries:

(i) Applying for Employment: The Licensee shall comply with Subdivision 11-a of Section 8-107 of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer, employment agency or agent thereof to make any inquiry or statement (as those terms are defined in Section 8-107(11-a)) related to the pending arrest or criminal conviction record of any person who is in the process of

applying for employment with the employer or its agent until after the employer or its agent has extended a conditional offer of employment to the applicant.

(ii) **Conditional Offer of Employment:** Pursuant to Subdivision 11-a(b) of Section 8-107 of the Administrative Code of the City of New York, the Licensee may inquire about the applicant's arrest or conviction record after extending a conditional offer of employment, provided that, prior to taking any adverse employment action based on the inquiry, the employer, employment agency, or agent thereof (a) provides a written copy of the inquiry to the applicant in a manner determined by the New York City Commission on Human Rights; (b) performs an analysis of the applicant pursuant to Article 23-A of the Correction Law and provides a written copy of the analysis to the applicant in a manner determined by the Commission on Human Rights, which shall include but not be limited to supporting documents that formed the basis for an adverse action based on the analysis and the employer's or employment agency's reasons for taking such adverse action against the applicant; and (c) allows the applicant a reasonable time to respond of at least three (3) business days, during which time the position shall be held open for the applicant. Pursuant to Section 8-107(11-a), nothing in that provision prevents an employer, employment agency, or agent thereof from denying employment to any applicant or from taking adverse action against any employee for reasons other than the applicant's or employee's arrest or criminal conviction record.

(iii) **Non-Pending Arrests or Accusations:** The Licensee shall comply with New York State Executive Law § 296(16) and Section 8-107(11) of the Administrative Code of the City of New York, under which it is an unlawful discriminatory practice for an employer to make any inquiry in writing or otherwise regarding any arrest or criminal accusation of an applicant or employee when the inquiry violates Section 296(16), unless the inquiry is specifically required or permitted by statute.

(iv) **Response to Inquiries:** Pursuant to New York State Executive Law § 296(16) and Subdivision 11-a(d) of Section 8-107 of the Administrative Code of the City of New York, an applicant's refusal to respond to inquiries or statements prohibited under this Section shall not disqualify the applicant from the prospective employment.

6. Background Checks Required by Law; Licensure:

Pursuant to New York State Executive Law §296(16) and Subdivision 11-a(e) of Section 8-107 of the Administrative Code of the City of New York, the Licensee is permitted to perform background checks pursuant to any state, federal or local law that requires criminal background checks for employment purposes or bars employment based on criminal history. In addition, if the Licensee is hiring for positions where certain convictions or violations are a bar to employment in that position under Law, the Licensee may ask questions about those convictions or violations.

Notwithstanding any other provision of this Section, if the Licensee is hiring for positions requiring licensure, including positions such as interns and apprentices for such licensed positions (e.g. prospective attorneys), the Licensee may ask applicants the same questions asked by the licensing body, in accordance with New York State Law.

7. **Review of Decision:**

Where practicable, the Licensee shall provide for the review by a supervisor of a decision not to hire based on prior criminal convictions.

8. **Consultation:**

The Licensee may consult with Parks regarding the application of this rider.

EXHIBIT D – PAID SICK LEAVE LAW AGREEMENT RIDER

(§6.4)

PAID SICK LEAVE LAW AGREEMENT RIDER

Introduction and General Provisions

The Earned Sick Time Act, also known as the Paid Sick Leave Law (“PSLL”), requires covered employees who annually perform more than 80 hours of work in New York City to be provided with paid sick time.¹ Licensees of the City of New York or of other governmental entities may be required to provide sick time pursuant to the PSLL.

The PSLL became effective on April 1, 2014, and is codified at Title 20, Chapter 8, of the New York City Administrative Code. It is administered by the City’s Department of Consumer Affairs (“DCA”); DCA’s rules promulgated under the PSLL are codified at Chapter 7 of Title 6 of the Rules of the City of New York (“Rules”).

The Licensee agrees to comply in all respects with the PSLL and the Rules, and as amended, if applicable, in the performance of this agreement. The Licensee further acknowledges that such compliance is a material term of this agreement and that failure to comply with the PSLL in performance of this agreement may result in its termination.

The Licensee must notify the Commissioner in writing within ten (10) days of receipt of a complaint (whether oral or written) regarding the PSLL involving the performance of this agreement. Additionally, the Licensee must cooperate with DCA’s education efforts and must comply with DCA’s subpoenas and other document demands as set forth in the PSLL and Rules.

The PSLL is summarized below for the convenience of the Licensee. The Licensee is advised to review the PSLL and Rules in their entirety. On the website www.nyc.gov/PaidSickLeave there are links to the PSLL and the associated Rules as well as additional resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Licensee can get more information about how to comply with the PSLL. The Licensee acknowledges that it is responsible for compliance with the PSLL notwithstanding any inconsistent language contained herein.

Pursuant to the PSLL and the Rules:

Applicability, Accrual, and Use

An employee who works within the City of New York for more than eighty hours in any consecutive 12-month period designated by the employer as its “calendar year” pursuant to the PSLL (“Year”) must be provided sick time. Employers must provide a minimum of one hour of sick time for every 30 hours worked by an employee and compensation for such sick time must be provided at the greater of the employee’s regular hourly rate or the minimum wage. Employers are not required to provide more than forty hours of sick time to an employee in any Year.

An employee has the right to determine how much sick time he or she will use, provided that employers may set a reasonable minimum increment for the use of sick time not to exceed four hours per day. In addition, an employee may carry over up to forty hours of unused sick time to the following Year, provided that no employer is required to allow the use of more than forty hours of sick time in a Year or carry over

¹ Pursuant to the PSLL, if fewer than five employees work for the same employer, as determined pursuant to New York City Administrative Code §20-912(g), such employer has the option of providing such employees uncompensated sick time.

unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

An employee entitled to sick time pursuant to the PSSL may use sick time for any of the following:

- such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;
- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

An employer must not require an employee, as a condition of taking sick time, to search for a replacement. However, an employer may require an employee to provide: reasonable notice of the need to use sick time; reasonable documentation that the use of sick time was needed for a reason above if for an absence of more than three consecutive work days; and/or written confirmation that an employee used sick time pursuant to the PSSL. However, an employer may not require documentation specifying the nature of a medical condition or otherwise require disclosure of the details of a medical condition as a condition of providing sick time and health information obtained solely due to an employee's use of sick time pursuant to the PSSL must be treated by the employer as confidential.

If an employer chooses to impose any permissible discretionary requirement as a condition of using sick time, it must provide to all employees a written policy containing those requirements, using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny sick time to an employee because of non-compliance with such a policy.

Sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the sick time was used.

Exemptions and Exceptions

Notwithstanding the above, the PSSL does not apply to any of the following:

- an independent contractor who does not meet the definition of employee under section 190(2) of the New York State Labor Law;
- an employee covered by a valid collective bargaining agreement in effect on April 1, 2014 until the termination of such agreement;
- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSSL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSSL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment

unused paid sick time if the employee is paid for such unused sick time and the employer provides the employee with at least the legally required amount of paid sick time for such employee for the immediately subsequent Year on the first day of such Year.

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- such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild or grandparent, or the child or parent of an employee's spouse or domestic partner) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;
- closure of such employee's place of business by order of a public official due to a public health emergency; or
- such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency.

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- an employee in the construction or grocery industry covered by a valid collective bargaining agreement if the provisions of the PSLL are expressly waived in such collective bargaining agreement;
- an employee covered by another valid collective bargaining agreement if such provisions are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the PSLL for such employee;
- an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines his or her own schedule, has the ability to reject or accept any assignment

EXHIBIT E - PRODUCTION RATE CARD AND PRODUCTION EXPENSES

(\$10)

VENUE RENTAL FEE		ACTUAL
Venue Rental Fee	(includes venue and all equipment and fixtures)	\$50,000

MANDATORY EXPENSES		ACTUAL
Event Manager (1)	per event charge	\$2,500
House production, audio, lighting staff	Minimum charge based on 14 hour max event	\$30,000
House & Perimeter Security	24 Guards inside, 25 Guards perimeter & 2 Supervisors	\$25,000
Box Office Staff	2-4 Staff, 1 Supervisor	\$2,000
Entrance Staff	15 Staff, 2 Supervisors	\$2,800
Venue Clean Up Staff	10 Staff, 2 Supervisors	\$4,000
Statutory Benefits (Social Security, Disability, Unemployment)	Above staff x 12%	\$7,956
Chair Removal & Restore OR Setup & Labeling Fee	One time charge	\$2,600
Event Safety Mojo Rental	Connecting Sound tower to photo pit. Required by NYPD	\$5,500
Onsite Medical Services	per event charge: Required by NYC Parks / NYPD	\$3,300
Venue Staff & Crew Hospitality	per event charge	\$2,750
TOTAL MANDATORY EXPENSES		\$88,406

VARIABLE EXPENSES		PROJECTED
IMAG Cameras and Operators	\$1,000 per camera and operator x 4 cameras + BRIC crew	\$15,665
Footage Licensing Rate (full Capture)	4 camera capture with audio stems for 2-5 year term	\$11,250
4 Extra Loaders	For Load-in (4 hr max) & Load-out (4 hr max) (max 8 hours total)	\$1,900
Prior Day Load-in and/or Setup (BRIC approval required)	Production staff for 8 hours	\$9,500
Early Load-in or late load-out on Event (BRIC approval required)	\$2,640 p/hr for any hours beyond a 14 hour Event	\$2,640
After Party for Artists & Guests in Tent (BRIC approval required)	\$1000 per hour after the 10:30pm curfew	\$1,000
Fork Lift Rental	\$1,100 /day required when Artist has Semi-Trailer Truck(s)	\$1,100
TOTAL VARIABLE EXPENSES		TBD

TICKET FEES		PROJECTED
Facility Fee (on top of ticket price)	Fee Set by BRIC and inclusive of all Ticket Master and other contractual obligations including promoter rebate	TBD
Donation to Prospect Park Alliance (on top of ticket price)	\$2 per ticket	TBD
Donation to BRIC (on top of ticket price)	\$3 per ticket	TBD
Promoter rebate - Paid by BRIC to Promoter from facility fee	\$4 per ticket	TBD
Box Office Percentage	Calculated on a per contract basis	N/A

REFUNDABLE DEPOSITS		ACTUAL
Damage, Sound Limit (95dbA), and Curfew (10:30PM) Deposit (refundable)	Due to BRIC upon signing of contract	\$10,000
LICENSEE TO PROVIDE:		ACTUAL
Hospitality: Artist Requirements	Per Artist-Promoter agreement	TBD

NOTE: ALL PRODUCTIONS MUST USE HOUSE FLOWN SOUND & LIGHTS.SEE TECH ADDENDUM FOR SPECIFICATIONS AND OPTIONS

PAYMENT SCHEDULE:	
Due at contract	\$35,000 (50% Venue Rental Fee + \$10,000 Refundable Sound & Damage Deposit)
Due at settlement	Remaining Venue Rental Fee, Mandatory & Variable Expenses, Ticket Fees

EXHIBIT F - VEHICLE USE RULES & REGULATIONS



City of New York
Parks & Recreation
www.nyc.gov/parks

Regulations for Private and Non-Emergency Service Agency Vehicles Operating on Park Areas, Paths and Closed Park Roads.

In many cases, contract, governmental or private vehicles are authorized to operate within park areas such as park paths, closed park roads and recreation spaces. No private or non-emergency service governmental agency vehicle may operate on these park areas without specific authorization from City of New York, Parks & Recreation.

Vehicles authorized to operate in Park spaces must ensure the safety of all Park patrons and exercise the highest level of caution. The following guidelines must be adhered to:

Permits: All vehicles authorized to work in park spaces, including contractor vehicles, Vehicles involved with special events, or other authorized uses, must display an official Parks Permit for the purpose and noting the date and time of authorized use.

Operating within Park Areas:

1. When within a park, vehicles must operate on designated park drives or roads only. Vehicles may operate on park paths or in park use areas, such as playgrounds or lawns, only when essential to performing required work and with Parks specific approval. Private vehicles may never go through a park area simply for convenience.
2. Even when authorized to perform work on a park area, a private vehicle may never operate on a lawn, ballfield, outdoor pool, boardwalk, or playground unless they are closed or another person is outside and in front guiding the vehicle. The guider must be dedicated and focused to this task. Guiders shall also be used whenever a vehicle is operating in a crowded or tight space within a Park area.
3. ***Traffic lights and signs must be obeyed at all times, including on closed park roads.***
4. Vehicle flashers and hazard safety lights must be in use whenever a vehicle is on a parks path or area. When appropriate, horns may also be used to alert pedestrians.
5. Always yield to pedestrians, skaters, bikers, joggers, and park users within Parks property. They always have the right of way. **Always obey a 5 mph speed limit on pedestrian paths and a 15 mph speed limit on Park drives.**
6. Be aware of the height, width and line of sight of the vehicle. Vehicles such as dump trucks may have high lines of sight that can impede the view of ground objects.
7. Plan the safest route possible. Use the park entrances closest to your work site and always follow the safety plan for the event or project.
8. Vehicles may not be stored on Parks property without written agency authorization.
9. **Please be alert to and follow any posted signs or instructions from Parks staff.** Violators of these rules subject their vehicles to possible towing, cancellation of permit and denial of future permits, and other related contract or event sanctions. To contact Parks, call 311.

EXHIBIT G - APPROVED SIGNAGE DESIGN TEMPLATE

Signage Matrix BCB! 2025							For NYC Parks v2.0		
BRIC Celebrate Brooklyn 2025									
TAG NUMBER	Name	Material	Finish	QTY	Height	Width	Location Note	Print Proofs	
001	Entrance - Top (11th & 9th Streets)	Mesh	w/grommets at 1	2	44"	22'4"	Truss	Proof	
004	EXIT EXIT EXIT (11th & 9th Streets)	Mesh	Material: AdMesh Finishes: Heavy L # and placement	2	44"	22'4"	Truss	Proof V2	
005	Exit Sign (left arrow)	Coroplast	Grommets: 4 cor	2	24"	18"	Truss	Proof	
006	Exit Sign (right arrow)	Coroplast	Grommets: 4 cor	2	24"	18"	Truss	Proof	
007a	FOH tower sided artwork (LEFT)	Mesh	w/grommets at 1	1	23'7"	18'2"	FOH Tower Sides	Proof	
007b	FOH tower sided artwork (RIGHT)	Mesh	w/grommets at 1	1	23'7"	18'2"	FOH Tower Sides	Proof	
008	BRIC - Barricade covers	Fabric	Sleeves	6	34.75"	6'6.5"	On Barricade	Version 3	
009	TD Bank welcome sign	Coroplast	4 corner gromme	1	36"	24"	Fence	Proof V2	
013	Brooklyn Made tent	Mesh	4 corner gromme	1	2'6"	19'8"	Artist Mech Tent	Proof V2	
014	Info Tent	Coroplast	Grommets: 4 cor Material: Coropla	4	2'6"	9'8"	10x10 Tent	Proof	
015	Medical Tent	Coroplast	Grommets: 4 cor Material: Coropla	1	2'6"	9'8"	10x10 Tent	Proof	
016	Emergency exit	Mesh	w/grommets	3	1'6"	11'5"		Proof	
017	9th St. Barricade (street level)	Fabric	Sleeve	2	34.75"	6'6.5"	On Barricade	Version 4	
018	VIP Entrance	Mesh	Grommets at 18"	1	2'6"	19'6"	Goal Post	Proof V2	
019	VIP Check-In w arrows	Coroplast	4m	1	35"	24"	Sandwich Board	Proof V2	

020	Box office	Coroplast	Grommets: 4 cor Material: Coropla	4	12"	24"	Pop up Tents	Proof	
021	Member Tent 1	Coroplast	4 grommets	2	24"	108"	on tent - under flap	Proof V2	
022	Member Tent 2	Coroplast	4 grommets	3	24"	108"	on tent - under flap	Proof V2	
023	Floating Info Sign	Coroplast	Coroplast	6	18"	24"	On wood like a protest poster	Proof v3	Held by Volunteers
024	Vibe Check	Coroplast	4 grommets	4	60"	24"	2 to make a wooden structure to attached it to & 2 for outside the entrance	Proof	
025	Bike Parking Here	Coroplast	4 grommets	4	24"	48"	zip tie to fencing around bike parking	Proof	
027	Bike Parking (Left arrows)	Coroplast	grommets 4 cor	5	11"	17"	zip tie to fencing around bike parking	Proof	
028	Bike Parking (Right arrows)	Coroplast	Coroplast, grom	10	11"	17"	zip tie to fencing around bike parking	Proof	
030A	Site Map - 9th Street	Coroplast	Grommets every	1	42"	78.5"	On Barricade	Proof v02	
030B	Site Map - 11th Street	Coroplast	Grommets every	1	42"	78.5"	On Barricade	Proof v02	
030C	Site Map - Tower	Coroplast	Grommets every	1	42"	78.5"	On Barricade	Proof v02	
031	NYPD requested sign for mesh at the back / come on in	COROPLAST	4 GROMMETS at c	4	20"	24"	On Fence	Proof	
032	End of line	Coroplast	Coroplast	4	18"	24"	Person Carries - Poster on wood post	Proof	Held by Volunteers
034	Emergency Exit	Mesh	Grommets every	4	11" 24"	9'11"		Proof V2	
035	Artist Merchandise	Mesh COROPLAST	Grommets: 4 cor	1	2'6"	9'8"	Artist Mech Tent	Proof v02	
036	Stage Banner	13 OZ Vinyl	Grommets eve	1	6'6"	58'	Hung below Gable	Proof V2	

037	ALL EXITS FINAL	Coroplast	4 grommets on	5	24"	20"	For fencing at benefit shows	Proof	
038	Check-In for Members	Coroplast	4 grommets on	1	20"	24"	VIP Entrance	Proof	
039	Closed Site Staff Only	Coroplast	Grommets: 4 cor	3	30"	30"	Outside Gates	Proof	
040	Staff Only Signs	Coroplast	Grommets: 4 cor	4	12"	12"		Proof	
041	Bandshell Gable	13 OZ Vinyl	13oz Blockout Vi Size: 120" x 912" 13mm Keder Top Bottom: 2-foot ga Material: 13 OZ n	1	120"	912"	Gable	Proof v01	
044	Line forms here sign	Coroplast	no grommets	2	11"	17"	Mounted on wood	Proof V3	Held by Volunteers
045	Please keep quiet during the performances	Coroplast	4 - Grommits at	6	20"	24"		Proof	
047	Check in for Press	Coroplast	4 grommets on	1	20"	24"	VIP Entrance	Proof	
048	Check in for Artist's Guests	Coroplast	4 grommets on	1	20"	24"	VIP Entrance	Proof	
050	\$5 - Give \$5 Donate at the Gate	Coroplast	Coroplast, gromm	6	12"	12"		Proof	Held by volunteers
053	Drinks only	Mesh	4 corner gromme	1	2'6"	19'8"		Proof v02	
054	Food & Drink w/ Smorgasburg Logo (11st St side)	Mesh	Grommets eve	2	2'6"	39'8"	Goal Post	Proof V2	
057	Large - Wells Fargo hydration station - front and back	vinyl cling wrap		2	28"	72"	on Large hydration station	Proof v01	
058	Large & Small - Wells Fargo hydration station - sides	vinyl cling wrap		2	28"	21"	on Large hydration station	Proof v01	
059a	Small - Wells Fargo hydration station - front and back	vinyl cling wrap		2	28"	48"	on small hydration station	Proof v01	

001- Entrance- Top (11th & 9th Streets)

Print Proof

(2) 22'4"(W) X 44"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets Every 18"

BCB25_001_Entrance_top_Half_Scale_44in_Tall_268in_Wide_Print.PDF



004- Exit Exit Exit (11th & 9th Streets)

Print Proof

(2) 22'4"(W) X 44"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets Every 18"

BCB25_004_EXIT_EXIT_EXIT_HALF_SCALE_44in_Tall_268in_Wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

005 - Exit Sign (Left Arrow)

(2) 18"(W) X24"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle corners

Print Proof

BCB25_Signage_005_EXIT_LEFT_ARROW_24in_tall_18in_wide



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

006 - Exit Sign (Right Arrow)

(2) 18"(W) X24"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle corners

Print Proof

BCB25_Signage_006_EXIT_RIGHT_ARROW_24in_tall_18in_wide



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

007- A - FOH tower sided artwork Left
(2)18'2"(W) X 23'7"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets Every 18"

Print Proof

BCB25_007_FOH_TOWER_LEFT_HALF_SCALE_283in_tall_218in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

007-B - FOH tower sided artwork - Right
(2)18'2"(W) X 23'7"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets Every 18"

Print Proof

BCB25_007_FOH_TOWER_RIGHT_HALF_SCALE_283in_tall_218in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

009 - TD Bank Welcome Sign

(1) 24"(W) X36"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle corners

Print Proof

BCB25_009_TD_BANK_WELCOME_36in_tall_24in_wide_PRINT_V2



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

013 - Brooklyn Made Tent

(1) 19'8"(W) X 2'6"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets orner"

Print Proof

BCB25_013_BROOKLYN_MADE_HALF_SCALE_30in_tall_236in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

014 - Info Tent

(4) 9'8"(W) X2'6"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle corners

Print Proof

BCB25_014_INFO_TENT_30in_tall_116in_wide_V2_PRINT



015 - Medical Tent

Print Proof

(1) 9'8"(W) X2'6"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle corners

BCB25_Signage_015_MEDICAL_TENT_30in_tall_176in_wide



016 Emergency Exit

(3) 11'5"(W) X 1'6"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets every 2 "

Print Proof

BCB25_016_EMERGENCY_EXIT_18in_tall_137in_wide_PRINT



017 - 9th St. Barricade (street level)

(1) 78.25"(W) X 35.5"(H) - Digitally Printed: Fabric Sleeve

Material:

- Fabric Stretch Sleeve
- Double Sided Print
- Trim to Size

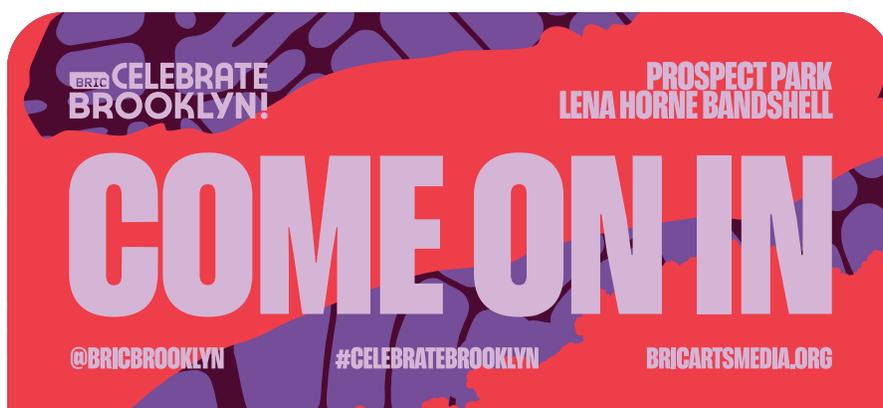
Finishings:

- Access sockets or hardware connections on both sides of units

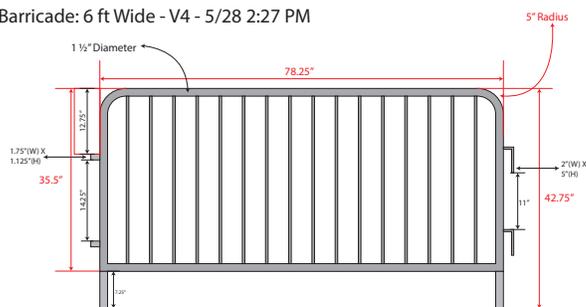
Print Proof

BCB25_017_9TH_STREET_BARRICADE_35.5in_tall_78.25in_wide_PRINT3.PDF

UPDATE SIZE 5/28 - Version 4 - 2:37 PM



Barricade: 6 ft Wide - V4 - 5/28 2:27 PM



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

018 - VIP Entrance

(1) 19'6"(W) X 2'6"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets every 18"

Print Proof

BCB25_018_VIP_ENTRANCE_HALF_SCALE_30in_tall_234in_wide_PRINT



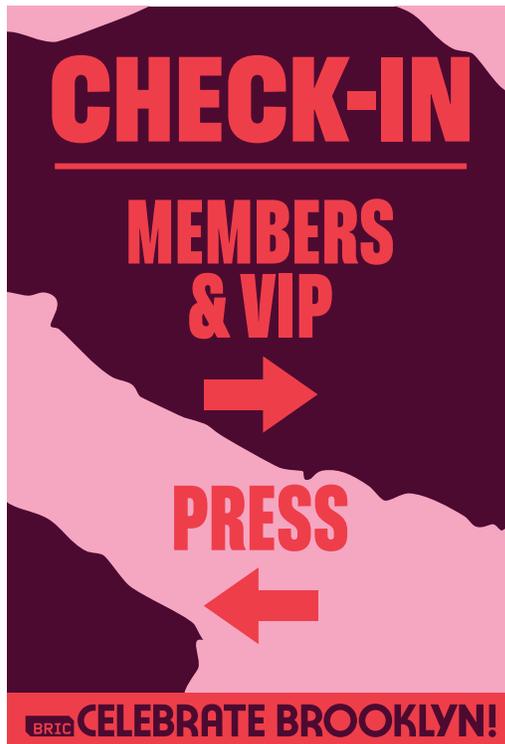
019 - VIP Check - In W Arrows

(1) 24"(W) X 35"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size

Print Proof

BCB25_019_VIP_CHECK-IN_WITH_ARROWS_35in_tall_24in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

020 - Box Office

Print Proof

(4) 24"(W) X 12"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle corners

BCB25_020_BOX_OFFICE_12in_tall_24in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

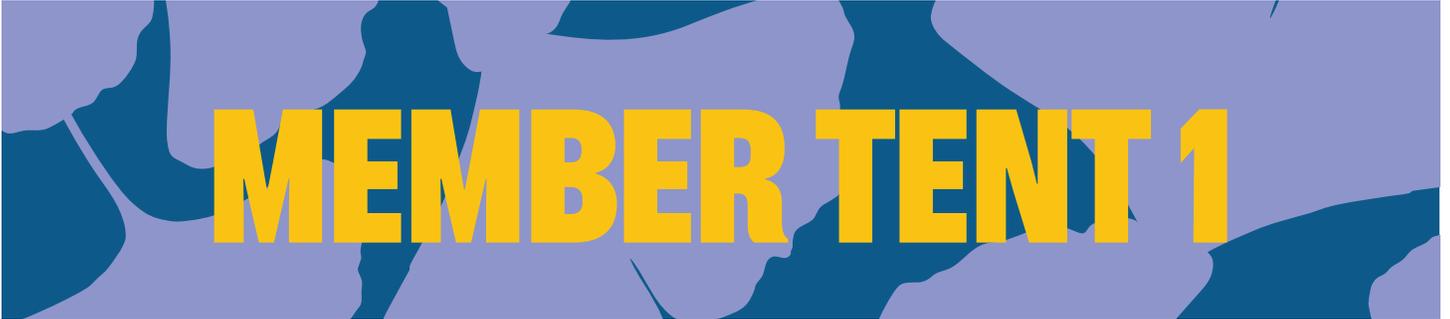
021 Member Tent 1

(1) 108"(W) X 24"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle Corners

Print Proof

BCB25_021_MEMBER_TENT_1_24in_tall_108in_wide_PRINT



022 - Member Tent 2
(3) 108"(W) X 22"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle Corners

Print Proof

BCB25_022_MEMBER_TENT_2_24in_tall_108in_wide_PRINT



023 - Floating Info Sign
(6) 24"(W) X 18"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size

Print Proof

BCB25_023_FLOATING_INFO_18in_tall_24in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

024 - Vibe Check

(4) 24"(W) X 60"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size

Print Proof

BCB25_024_Vibe_Check_60in_tall_24in_wide_PRINT

VIBE CHECK		
CAN I BRING THIS?	YES	NO
ALCOHOL*		✗
BACKPACKS	✓	
BIKES**		✗
BLANKETS	✓	
CANS & GLASS BOTTLES		✗
CIGARETTES AND ANY SMOKING DEVICES		✗
COOLERS		✗
EMPTY REFILLABLE WATER BOTTLES (NON-GLASS)	✓	
FACTORY-SEALED PLASTIC BOTTLES	✓	
FOOD	✓	
LARGE SIGNS AND FLAGS		✗
LOW LAWN CHAIRS	✓	
MASKS	✓	
PERSONAL UMBRELLAS	✓	
PETS (EXCEPT SERVICE ANIMALS)		✗
PROFESSIONAL CAMERAS & RECORDING EQUIPMENT		✗
STROLLERS	✓	
TENTS		✗
LOVE AND RESPECT	✓	

*Beer and wine are sold for onsite consumption and may not be removed from the site.

**Bike parking available outside the venue.

By entering this site, you voluntarily agree to allow your image and likeness to be used in any media without compensation.

This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

025 Bike Parking Here
(4) 48" (W) X 24" (H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickel Corners

Print Proof

BCB25_Signage_025_BIKE_PARKING_HERE_24in_tall_48in_wide



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

027 - Bike Parking (Left Arrows)

(5) 17"(W) X 11"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle corners

Print Proof

BCB25_027_BIKE_PARKING_LEFT_ARROW_11in_tall_17in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

028 - Bike Parking (Right Arrows)
(10) 17"(W) X 11"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickel Corners

Print Proof

BCB25_028_BIKE_PARKING_RIGHT_ARROW_11in_tall_17in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

030A - Site Map

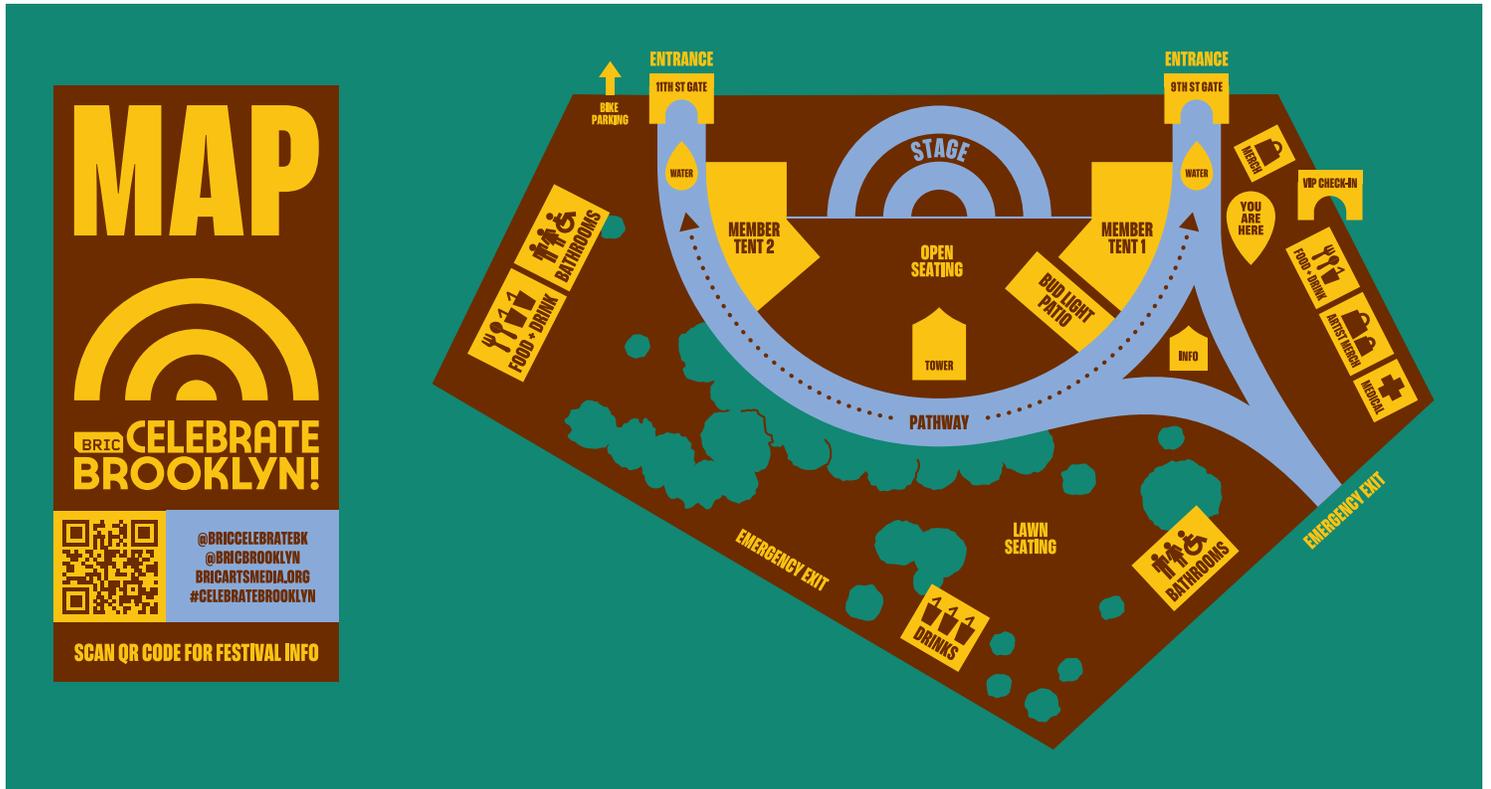
(1) 78.5"(W) X 42"(H) - Coroplast

- 4 mm Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle every 18"

Print Proof

BCB25_030A_9TH_ST_42in_tall_78.25in_wide_PRINT2.PDF

Update: 6/2



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

030B - Site Map

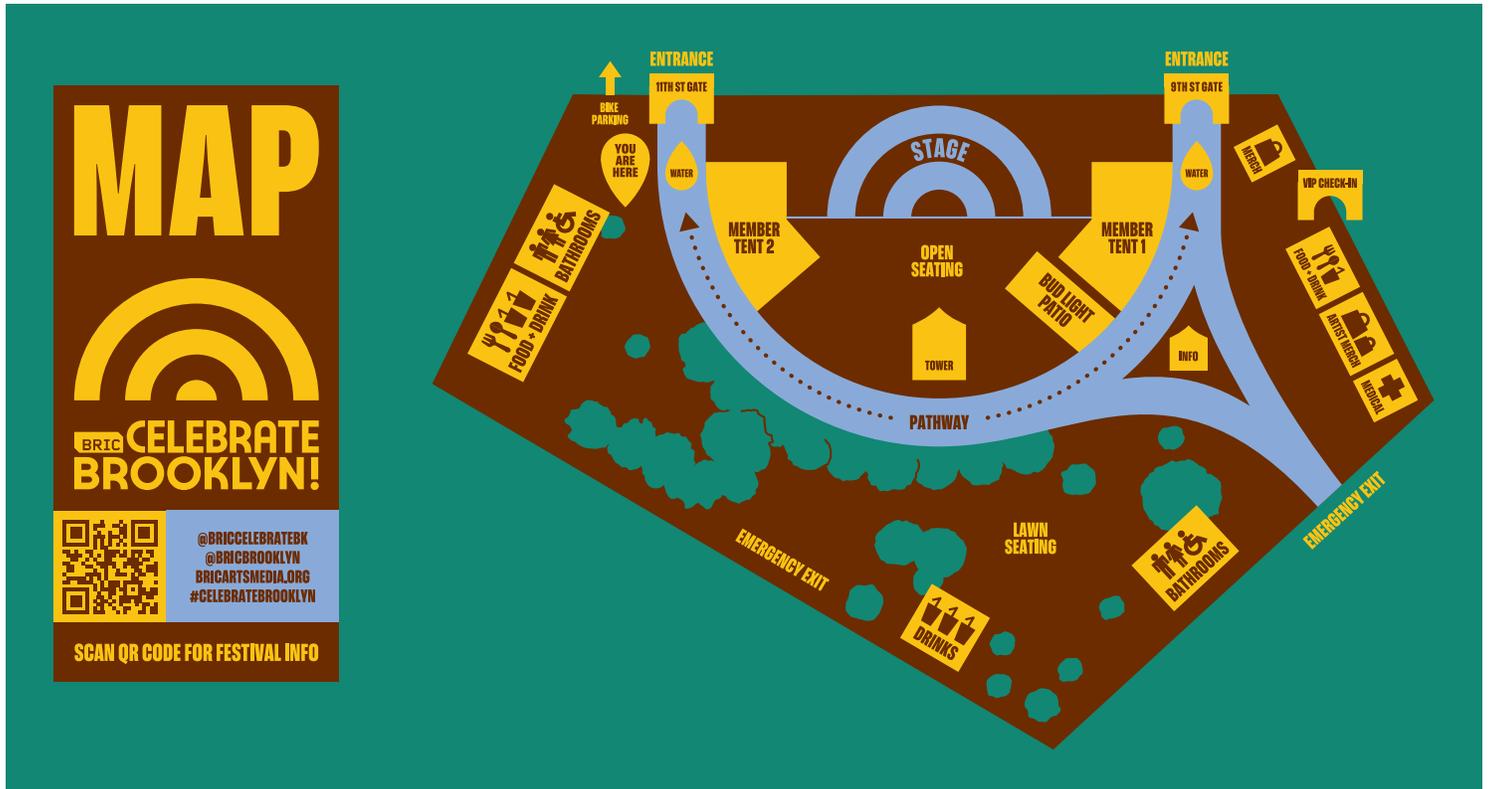
(1) 78.5"(W) X 42"(H) - Coroplast

- 4 mm Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle every 18"

Print Proof

BCB25_030B_SITEMAP_11TH_ST_42in_tall_78.25in_wide_PRINT2.PDF

Update: 6/2



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

030C - Site Map

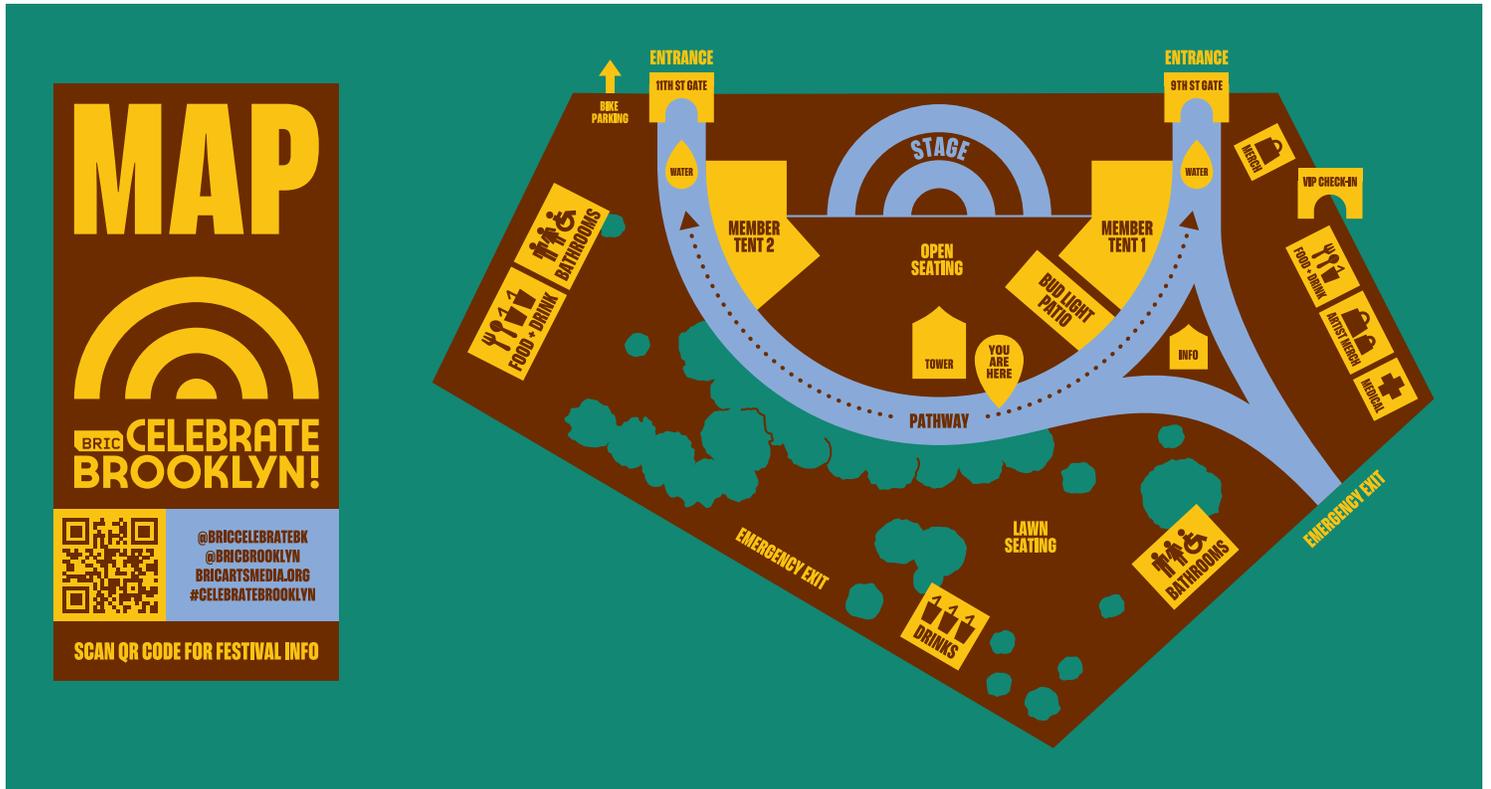
(1) 78.5"(W) X 42"(H) - Coroplast

- 4 mm Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickle every 18"

Print Proof

BCB25_030C_SITEMAP_TOWER_42in_tall_78.25in_wide_PRINT2.PDF

Update: 6/2



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

031 - NYPD Requested Sign
(4) 24" (W) X 20" (H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- #2 Nickel Corners

Print Proof

BCB25_031_NYPD_SIGN_20in_tall_24in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

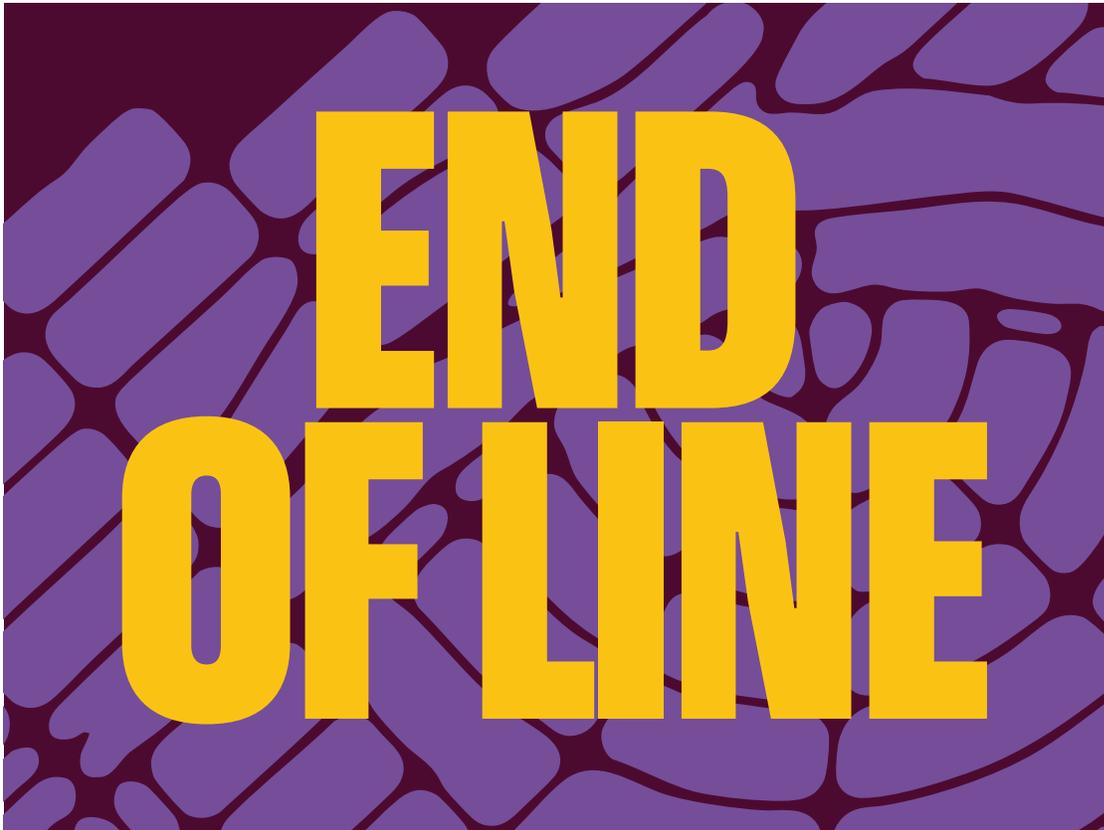
032 - End of Line

(4) 24"(W) X 18"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size

Print Proof

BCB25_032_END_OF_LINE_18in_tall_24in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

034 - Emergency Exit

Print Proof

(4) 9'11"(W) X 24"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets every 18"

BCB25_034_EMERGENCY_EXIT_24in_tall_119in_wide_PRINT



035 - Artist Merchandise - Corrugated Plastic

Print Proof

(1) 116"(W) X 30"(H)

BCB25_035_ARTIST_MERCH_30in_tall_116in_wide_PRINT.PDF

Update 6/3

- 4 mm Corrugated Plastic
- Single Sided Print
- Trim to Size
- #2 Nickle corners



ARTIST MERCHANDISE

This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

036 - Stage Banner

Print Proof

(1) 696"(W) X 78"(H) - Digitally Print: Vinyl Banner

BCB25_036_STAGE_BANNER_BOTTOM_QUARTER_SCALE_78in_tall_696in_wide_PRINT.PDF

Material:

- 13 oz Vinyl Banner w/Black Back
- Single Sided Print
- Trim to Size

Finishings:

- 2 Reinforced Hem all around perimeter
- 2 Reinforced Seaming all around perimeter
- #2 Silver Grommets Every 18" all around perimeter



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

037 - All Exits Final

(5) 20"(W) X 24"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- Grommets in corners

Print Proof

BCB25_Signage_037_ALL_EXITS_FINAL_24in_tall_20in_wide



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

038 Check-In for Members
(1) 24"(W) X 20"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- Grommets in corners

Print Proof

BCB25_038_MEMBER_CHECK-IN_20in_tall_24in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

039 - Closed Site Staff Only
(3) 30"(W) X 30"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- Grommets in corners

Print Proof

BCB25_039_CLOSED_SITE_STAFF_ONLY_30in_tall_30in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

040 Staff Only Signs
(4) 12"(W) X 12"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- Grommets in corners

Print Proof

BCB25_040_STAFF_ONLY_12in_tall_12in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

041 - Bandshell Gable

(1) 916"(W) X 120"(H) - Digitally Print: Vinyl Banner

Material:

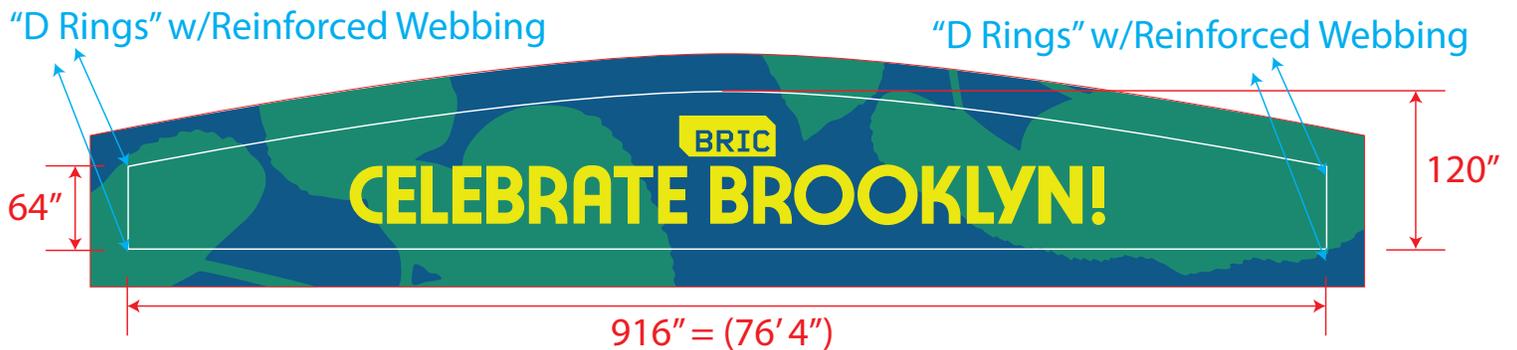
- 13 oz Vinyl Banner w/Black Back
- Single Sided Print
- Trim to Size - Rived - Adhesive at Top

Finishings:

- 2" Reinforced Hem along top edge
- 2" Reinforced Hem along all around perimeter
- 2" Rings Type 2" in corners w/2" Reinforced Hem along Short
- 2" 2" Gator Straps sewn on bottom edge every 8"
- 2" 2" Gator Straps sewn on left right side of banner

Print Proof

BCB25_041_BANDSHELL_GABLE_120in_tall_912in_wide_PRINT.AI



12% Scale

This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

044 - Line Forms Here
(2) 17"(W) X 11"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- No Grommets

Print Proof

BCB25_044_LINE_FORMS_HERE_11in_tall_17in_wide_PRINT

Updated 5/21



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

045 - Please Keep Quiet
(6) 24"(W) X 20"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- Grommets on corners

Print Proof

BCB25_Signage_045_PLEASE_KEEP_QUIET_20in_tall_24in_wide



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

047 - Check in for Press
(1) 24"(W) X 20"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- Grommets on corners

Print Proof

BCB25_047_PRESS_CHECK-IN_20in_tall_24in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

048 - Check in for Artist's Guests
(1) 24"(W) X 20"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- Grommets on corners

Print Proof

BCB25_048_ARTISTS_GUEST_CHECK-IN_20in_tall_24in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

050 - \$5 - Give \$5 Donate at the Gate

(6) 12"(W) X 12"(H) - Coroplast

- 4mil Coroplast
- Single Sided Print
- Trim to Size
- Grommets on corners

Print Proof

BCB25_050_KEEP_IT_GREAT_DONATE_12in_tall_12in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

053 - Drinks Only - Mesh Banner

(1) 236"(W) X 30"(H)

- 8 oz Mesh Banner 30/70 Airflow Ratio
- Single Sided Print
- Trim to Size
- #2 Nickel Corners
- 1" Power Tape all around perimeter

Print Proof

BCB25_053_DRINKS_ONLY_30in_tall_236in_wide_PRINT.PDF

Update 6/3



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

054 - Food & Drink W Smorgasburg Logo (11th St Side)
(2) 39'8"(W) X 2'6"(H) - Banner

- 8oz Mesh Banner 7/30 Air Flow
- Single Sided Print
- Trim to Size
- #2 Nickle Grommets every 18"

Print Proof

BCB25_054_FOOD_AND_DRINK_QUARTER_SCALE_30in_tall_474in_wide_PRINT



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

057 - Large - Wells Fargo Hydration Station - Front and Back

Print Proof

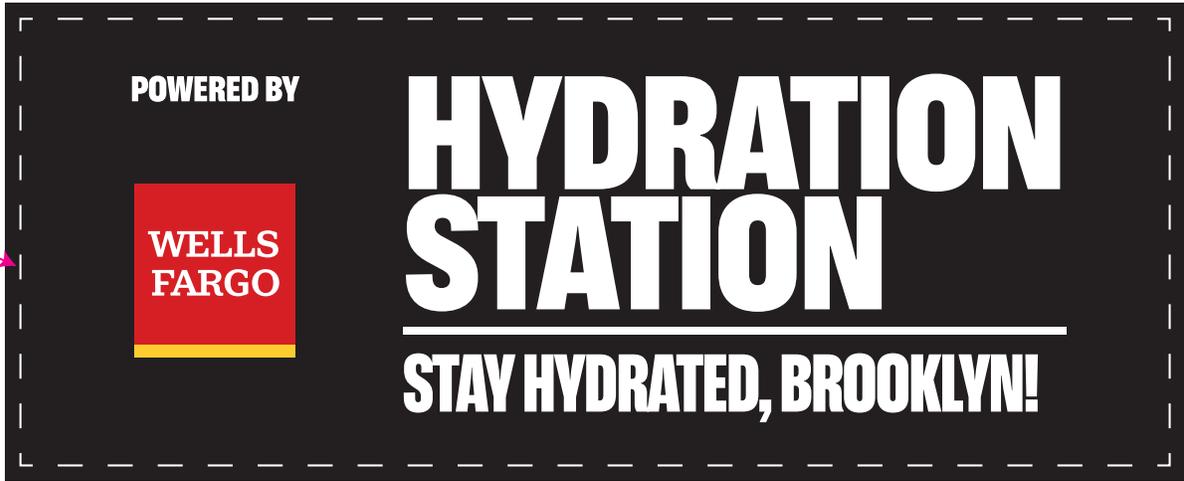
(2) 72"(W) X 28"(H) - Digitally Printed: SAV

BCB25_017_9TH_STREET_BARRICADE_43in_tall_101in_wide_PRINT.PDF

- Material:**
- 3M 0 20 SA
 - 3M 8 0 Matte verlaminate
 - Single Sided Print
 - Trim to Size

1" Bleed All-Around

Visual Opening



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

058 - Large - Wells Fargo Hydration Station - Sides

Print Proof

(4) 21”(W) X 28”(H) - Digitally Printed: SAV

BCB25_058_Hydration_Station_Celebrate_Brooklyn_OOH_Hydration_Station_SidePanel_21wx28h_PRINT.PDF

- Material:**
- 3M 0 20 SA
 - 3M 8 0 Matte verlaminate
 - Single Sided Print
 - Trim to Size

Visual Opening



1" Bleed All-Around



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

059a - Small - Wells Fargo Hydration Station - Front and Back

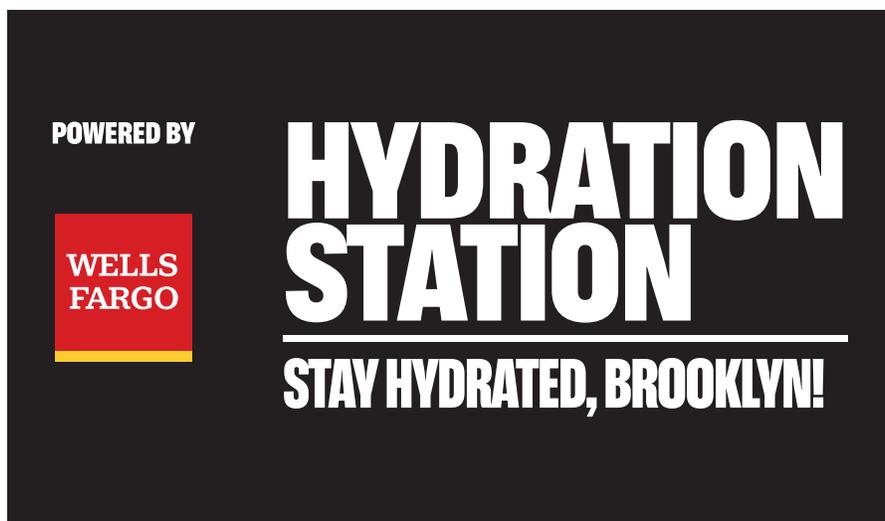
Print Proof

(2) 48"(W) X 28"(H) - Digitally Printed: SAV

BCB25_059_SMALL_HYDRATION_STATION_FRONT_PANEL_28in_tall_48in_wide_PRINT.PDF

Material:

- 3M 0 20 SA
- 3M 8 10 Matte verlaminate
- Single Sided Print
- Trim to Size



This Sheet is For Proofing Purposes Only and Does Not Reflect the Actual Color. Please Note Red Dash Marks Will Not Print and They Just Indicate the Bleed/Trim Area.

EXHIBIT H - FORM OF REPORT UNDER NYC ADMINISTRATIVE CODE § 18-134

Local Law 28 of 2008 Partnership Reporting Form						
Reporting Period: January 1 – December 31 Fiscal Year: XXXX						
Partner	Park Location	Borough	Fiscal Year-end	Total Spending - Maintenance and Operations	Total Spending - Programming	Total Spending - Capital
BRIC	Prospect Park	Brooklyn				

EXHIBIT I - CERTIFICATES OF INSURANCE

(§29.7)

Instructions to New York City Agencies, Departments and Offices

One of the following must accompany all certificates of insurance (except certificates of insurance solely evidencing Workers ' Compensation Insurance, Employer's Liability Insurance and/or Disability Benefits Insurance):

- (1) The Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) Copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until the policy is available, at which time a certified copy of the policy shall be submitted.

**EXHIBIT B - SCHEDULE OF APPROVED ITEMS AND PRICES FOR THE FIRST
OPERATING SEASON**

Licensee to provide on Notice to Proceed

EXHIBIT C - FORM OF REPORT UNDER NYC ADMINISTRATIVE CODE § 18-134

Local Law 28 of 2008						
Partnership Reporting Form						
Reporting Period: January 1 – December 31						
Fiscal Year: XXXX						
Partner	Park Location	Borough	Fiscal Year-end	Total Spending - Maintenance and Operations	Total Spending - Programming	Total Spending - Capital
BRIC	Prospect Park	Brooklyn				

EXHIBIT D –GROSS RECEIPTS STATEMENT

MONTHLY REPORT OF GROSS RECEIPTS

CITY PARKS FOUNDATION

THIS REPORT REPRESENTS GROSS RECEIPTS RECEIVED THROUGH THE LAST DAY OF THE MONTH

MONTH:	<i>MM/YYYY</i>
RECEIPTS CATEGORY	
Food and merchandise sales	
TOTAL GROSS RECEIPTS:	\$

Sales Tax Collected Amount: \$

I hereby certify the above statement to be true and correct.

Certified correct: _____
Signature Date

Title

EXHIBIT E - NYC EARNED SAFE AND SICK TIME ACT CONCESSION
AGREEMENT RIDER

A. *Introduction and General Provisions.*

1. The Earned Safe and Sick Time Act (“ESSTA”), codified at Title 20, Chapter 8 of the New York City Administrative Code, also known as the “Paid Safe and Sick Leave Law,” requires covered employees (as defined in Admin. Code § 20-912) in New York City (“City”) to be provided with paid safe and sick time. Licensees of the City or of other governmental entities may be required to provide safe and sick time pursuant to the ESSTA. The ESSTA is enforced by the City’s Department of Consumer and Worker Protection (“DCWP”), which has promulgated 6 RCNY §§ 7-101 and 201 et seq. (“DCWP Rules”).

2. The Licensee agrees to comply in all respects with the ESSTA and the DCWP Rules, and as amended, if applicable, in the performance of this agreement. The Licensee further acknowledges that such compliance is a material term of this agreement and that failure to comply with the ESSTA in performance of this agreement may result in its termination.

3. The Licensee must notify (with a copy to DCWP at ComplianceMonitoring@dcwp.nyc.gov) the Agency Chief Contracting Officer of the City Agency or other entity with whom it is contracting in writing within 10 days of receipt of a complaint (whether oral or written) or notice of investigation regarding the ESSTA involving the performance of this agreement. Additionally, the Licensee must cooperate with DCWP’s guidance and must comply with DCWP’s subpoenas, requests for information, and other document demands as set forth in the ESSTA and the DCWP Rules. More information is available at <https://www1.nyc.gov/site/dca/about/paid-sick-leave-what-employers-need-to-know.page>.

4. Upon conclusion of a DCWP investigation, Licensee will receive a findings letter detailing any employee relief and civil penalties owed. Pursuant to the findings, Licensee will have the opportunity to settle any violations and cure the breach of this agreement caused by failure to comply with the ESSTA either i) without a trial by entering into a consent order or ii) appearing before an impartial judge at the City’s administrative tribunal. In addition to and notwithstanding any other rights and remedies available to the City, non-payment of relief and penalties owed pursuant to a consent order or final adjudication within 30 days of such consent order or final adjudication may result in the termination of this agreement without further opportunity to settle or cure the violations.

5. The ESSTA is briefly summarized below for the convenience of the Licensee. The Licensee is advised to review the ESSTA and the DCWP Rules in their entirety. The Licensee may go to www.nyc.gov/PaidSickLeave for resources for employers, such as Frequently Asked Questions, timekeeping tools and model forms, and an event calendar of upcoming presentations and webinars at which the Licensee can get more information about how to comply with the ESSTA and the DCWP Rules. The Licensee acknowledges that it is responsible for compliance with the ESSTA and the DCWP Rules notwithstanding any inconsistent language contained herein.

B. *Pursuant to the ESSTA and DCWP Rules: Applicability, Accrual, and Use.*

1. An employee who works within the City must be provided paid safe and sick time.¹ Employers with one hundred or more employees are required to provide 56 hours of safe and sick time for an employee each calendar year. Employers with fewer than one hundred employees are required to provide 40 hours of sick leave each calendar year. Employers must provide a minimum of one hour of safe and sick time for every 30 hours worked by an employee and compensation for such safe and sick time must be provided at the greater of the employee's regular hourly rate or the minimum wage at the time the paid safe or sick time is taken. Employers are not discouraged or prohibited from providing more generous safe and sick time policies than what the ESSTA requires.

2. Employees have the right to determine how much safe and sick time they will use, provided that an employer may set a reasonable minimum increment for the use of safe and sick time not to exceed four hours per day. For the use of safe time or sick time beyond the set minimum increment, an employer may set fixed periods of up to thirty minutes beyond the minimum increment. In addition, an employee may carry over up to 40 or 56 hours of unused safe and sick time to the following calendar year, provided that no employer is required to carry over unused paid safe and sick time if the employee is paid for such unused safe and sick time and the employer provides the employee with at least the legally required amount of paid safe and sick time for such employee for the immediately subsequent calendar year on the first day of such calendar year.

3. An employee entitled to safe and sick time pursuant to the ESSTA may use safe and sick time for any of the following:

a. such employee's mental illness, physical illness, injury, or health condition or the care of such illness, injury, or condition or such employee's need for medical diagnosis or preventive medical care;

b. such employee's care of a family member (an employee's child, spouse, domestic partner, parent, sibling, grandchild, or grandparent, the child or parent of an employee's spouse or domestic partner, any other individual related by blood to the employee, and any other individual whose close association with the employee is the equivalent of a family relationship) who has a mental illness, physical illness, injury or health condition or who has a need for medical diagnosis or preventive medical care;

c. closure of such employee's place of business by order of a public official due to a public health emergency;

d. such employee's need to care for a child whose school or childcare provider has been closed due to a public health emergency; or

¹ Pursuant to the ESSTA, if fewer than five employees work for the same employer, and the employer had a net income of less than one million dollars during the previous tax year, such employer has the option of providing such employees uncompensated safe and sick time.

e. when the employee or a family member has been the victim of a family offense matter, sexual offense, stalking, or human trafficking:

1. to obtain services from a domestic violence shelter, rape crisis center, or other shelter or services program for relief from a family offense matter, sexual offense, stalking, or human trafficking;

2. to participate in safety planning, temporarily or permanently relocate, or take other actions to increase the safety of the employee or employee's family members from future family offense matters, sexual offenses, stalking, or human trafficking;

3. to meet with a civil attorney or other social service provider to obtain information and advice on, and prepare for or participate in any criminal or civil proceeding, including but not limited to, matters related to a family offense matter, sexual offense, stalking, human trafficking, custody, visitation, matrimonial issues, orders of protection, immigration, housing, discrimination in employment, housing or consumer credit;

4. to file a complaint or domestic incident report with law enforcement;

5. to meet with a district attorney's office;

6. to enroll children in a new school; or

7. to take other actions necessary to maintain, improve, or restore the physical, psychological, or economic, health or safety of the employee or the employee's family member or to protect those who associate or work with the employee.

4. An employer must not require an employee, as a condition of taking safe and sick time, to search for a replacement. However, where the employee's need for safe and sick time is foreseeable, an employer may require an employee to provide reasonable notice of the need to use safe and sick time. For an absence of more than three consecutive work days, an employer may require reasonable documentation that the use of safe and sick time was needed for a reason listed in Admin. Code § 20-914; and/or written confirmation that an employee used safe and sick time pursuant to the ESSTA. However, an employer may not require documentation specifying the nature of a medical condition, require disclosure of the details of a medical condition, or require disclosure of the details of a family offense matter, sexual offense, stalking, or human trafficking, as a condition of providing safe and sick time. Health information and information concerning family offenses, sexual offenses, stalking or human trafficking obtained solely due to an employee's use of safe and sick time pursuant to the ESSTA must be treated by the employer as confidential. An employer must reimburse an employee for all reasonable costs or expenses incurred in obtaining such documentation for the employer.

5. An employer must provide to all employees a written policy explaining its method of calculating sick time, policies regarding the use of safe and sick time (including any permissible discretionary conditions on use), and policies regarding carry-over of unused time at the end of the year, among other topics. It must provide the policy to employees using a delivery method that reasonably ensures that employees receive the policy. If such employer has not provided its written policy, it may not deny safe and sick time to an employee because of non-compliance with such a policy.

6. An employer must provide a pay statement or other form of written documentation that informs the employee of the amount of safe/sick time accrued and used during the relevant pay period and the total balance of the employee's accrued safe/sick time available for use.

7. Safe and sick time to which an employee is entitled must be paid no later than the payday for the next regular payroll period beginning after the safe and sick time was used.

C. *Exemptions and Exceptions.* Notwithstanding the above, the ESSTA does not apply to any of the following:

1. an independent contractor who does not meet the definition of employee under N.Y. Labor Law § 190(2);

2. an employee covered by a valid collective bargaining agreement, if the provisions of the ESSTA are expressly waived in such agreement and such agreement provides a benefit comparable to that provided by the ESSTA for such employee;

3. an audiologist, occupational therapist, physical therapist, or speech language pathologist who is licensed by the New York State Department of Education and who calls in for work assignments at will, determines their own schedule, has the ability to reject or accept any assignment referred to them, and is paid an average hourly wage that is at least four times the federal minimum wage;

4. an employee in a work study program under Section 2753 of Chapter 42 of the United States Code;

5. an employee whose work is compensated by a qualified scholarship program as that term is defined in the Internal Revenue Code, Section 117 of Chapter 20 of the United States Code; or

6. a participant in a Work Experience Program (WEP) under N.Y. Social Services Law § 336-c.

D. *Retaliation Prohibited.* An employer shall not take any adverse action against an employee that penalizes the employee for, or is reasonably likely to deter the employee from or interfere with the employee exercising or attempting in good faith to exercise any right provided by the ESSTA. In addition, an employer shall not interfere with any investigation, proceeding, or hearing pursuant to the ESSTA.

E. *Notice of Rights.*

1. An employer must provide its employees with written notice of their rights pursuant to the ESSTA. Such notice must be in English and the primary language spoken by an employee, provided that DCWP has made available a translation into such language. Downloadable notices are available on DCWP's website at <https://www1.nyc.gov/site/dca/about/Paid-Safe-Sick-Leave-Notice-of-Employee-Rights.page>. The notice must be provided to the employees by a method that reasonably ensures personal receipt by the employee.

2. Any person or entity that willfully violates these notice requirements is subject to a civil penalty in an amount not to exceed \$50.00 for each employee who was not given appropriate notice.

F. *Records.* An employer must retain records documenting its compliance with the ESSTA for a period of at least three years, and must allow DCWP to access such records in furtherance of an investigation related to an alleged violation of the ESSTA.

G. *Enforcement and Penalties.*

1. Upon receiving a complaint alleging a violation of the ESSTA, DCWP must investigate such complaint. DCWP may also open an investigation to determine compliance with the ESSTA on its own initiative. Upon notification of a complaint or an investigation by DCWP, the employer must provide DCWP with a written response and any such other information as DCWP may request. If DCWP believes that a violation of the ESSTA has occurred, it has the right to issue a notice of violation to the employer.

2. DCWP has the power to grant an employee or former employee all appropriate relief as set forth in Admin. Code § 20-924(d). Such relief may include, but is not limited to, treble damages for the wages that should have been paid; statutory damages for unlawful retaliation; and damages, including statutory damages, full compensation for wages and benefits lost, and reinstatement, for unlawful discharge. In addition, DCWP may impose on an employer found to have violated the ESSTA civil penalties not to exceed \$500.00 for a first violation, \$750.00 for a second violation within two years of the first violation, and \$1,000.00 for each succeeding violation within two years of the previous violation. When an employer has a policy or practice of not providing or refusing to allow the use of safe and sick time to its employees, DCWP may seek penalties and relief on a per employee basis.

3. Pursuant to Admin. Code § 20-924.2, (a) where reasonable cause exists to believe that an employer is engaged in a pattern or practice of violations of the ESSTA, the Corporation Counsel may commence a civil action on behalf of the City in a court of competent jurisdiction by filing a complaint setting forth facts relating to such pattern or practice and requesting relief, which may include injunctive relief, civil penalties and any other appropriate relief. Nothing in § 20-924.2 prohibits DCWP from exercising its authority under section 20-924 or the Charter, provided that a civil action pursuant to § 20-924.2 shall not have previously been commenced.

H. *More Generous Policies and Other Legal Requirements.* Nothing in the ESSTA is intended to discourage, prohibit, diminish, or impair the adoption or retention of a more generous safe and sick time policy, or the obligation of an employer to comply with any contract, collective bargaining agreement, employment benefit plan or other agreement providing more generous safe and sick time. The ESSTA provides minimum requirements pertaining to safe and sick time and does not preempt, limit, or otherwise affect the applicability of any other law, regulation, rule, requirement, policy or standard that provides for greater accrual or use by employees of safe and sick leave or time, whether paid or unpaid, or that extends other protections to employees. The ESSTA may not be construed as creating or imposing any requirement in conflict with any federal or state law, rule or regulation.

EXHIBIT F - CERTIFICATION OF BROKER OR AGENT

Instructions to New York City Agencies, Departments and Offices

One of the following must accompany all certificates of insurance (except certificates of insurance solely evidencing Workers ' Compensation Insurance, Employer's Liability Insurance and/or Disability Benefits Insurance):

- (1) The Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) Copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance Broker or Agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/Fax number of broker or agent (typewritten)]

[Signature of authorized official, broker, or agent]

[Name & title of authorized official, broker or agent (typewritten)]

State of)

) ss.:

County of)

Sworn to before me this ____ day of _____ 20__

By: _____

NOTARY PUBLIC FOR THE STATE OF _____

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 2)

RESOLVED, that the Franchise and Concession Review Committee (“FCRC”) authorizes the New York City Department of Parks & Recreation (“Parks”) to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a Sole Source license agreement with BRIC Arts I Media I Bklyn, Inc. (“Licensee”) for the operation and maintenance of a food, beverage, and merchandise concession at the BRIC Celebrate Brooklyn! Festival in Prospect Park, Brooklyn. The agreement will provide for one (1) ten (10)-year term, terminating on the same date as the expiration of the Maintenance and Operation (“M&O”) agreement between Parks and Licensee for the festival. Parks, in its sole discretion, shall have the option to renew this License for up to two (2) additional five (5)-year periods, provided that Parks has renewed the M&O agreement for the same periods. All gross receipts received by Licensee will be used exclusively for the management, maintenance, operation, and programming of the festival.

**THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON**

4/15/2026

Signed: _____

Title: City Chief Procurement Officer

Date: _____

Rule 1-16: Different Procedure

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Concession Title Chapter 4 Corp **Concession ID** NYCCO-2025-11

Description Non-exclusive use of City-owned trademarks on merchandise **Agency** NYC Tourism + Conventions for SBS

Location Citywide **Concession Site(s)** Yes No

Borough All **Community Board(s)** All

Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

Recommended Concessionaire

Name Chapter 4 Corp "DBA Supreme" **Telephone** (212) 343-2902.

Business Address 62 King Street, 3rd Floor EIN or SSN # 13-3747037

New York, NY 10014 Not-for-Profit Organization Certified M/WBE by SBS

Recommended Concession Agreement Term

>20 years – FCRC unanimously approved term on _____

Renewal Option(s)

Initial Term: January 01, 2026 - December 31, 2028 (3 years)
Renewal Option: January 01, 2029 - December 31, 2030 (2 years)
Total Potential Term: 5 years

Recommended Revenue

For the initial term, Chapter 4 Corporation will pay the City an annual royalty of six percent (6%) of net sales when sold at retail, as well as a one-time guaranteed minimum royalty of \$22,000, payable on or before December 31, 2028. The City, in its sole discretion, shall have the option to renew this agreement on substantially the same terms and conditions for a period of two (2) additional years.

Selection Procedure Requirements

Please select the appropriate Different Procedure method justification below:

- Sole Source
- Amendment or extension to an existing concession agreement
- Program-based (FCRC approved concession program on _____)
- Other (Please specify)

Award is a Major Concession

- Yes – Award was approved pursuant to Sections 197-c and 197-d of the NYC Charter as follows:
 - CPC approved on _____
 - City Council approved on _____
 - N/A
- No

Rule 1-16: Different Procedure

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Negotiation Requirements

Below, please describe the nature of negotiations conducted, including with respect to the amount of revenue offered:

New York City Tourism + Conventions/ SBS negotiated with Chapter 4 Corp ("DBA Supreme") that it shall pay royalty equal to Six percent (6%) of Net Sales when sold at Retail. The Agreement provides for guaranteed minimum royalties for \$22,000 for the term.

Award Requirements

The agency determined that the award of this concession is in the best interest of the City because:

Chapter 4 Corp ("DBA Supreme") offers a distinctive creative perspective rooted in New York City's streetwear and cultural landscape. The company's work reflects the energy and diversity of the City's neighborhoods and is aligned with the City's mission to highlight local talent, entrepreneurship, and cultural expression through licensed merchandise. Awarding this concession to Chapter 4 Corp supports the continued development of authentic, City-branded apparel that resonates with a broad audience while maintaining design integrity and quality. A competitive solicitation is not practical or advantageous at this time, as Chapter 4 Corp's independent design approach, existing market reach, and established consumer following uniquely position it to advance the City's licensing objectives. For these reasons and more, it is in the City's best interest to move forward with this agreement.

Public Hearing Requirements

(Only applicable for significant concessions)

[IF REQUIRED] a public hearing was conducted on: _____

Subject concession is a (check one): **Citywide** or **NOT Citywide** concession and Agency hereby certifies that a notice summarizing the terms and conditions of the proposed concession, and the time, date and location of the public hearing was published once in the City Record and given to all affected CB-BP and the Committee Members on _____ (not less than 15 days prior to the hearing date). In addition, if you have posted this notice publicly elsewhere, please describe below:

Subject concession is non-significant. No public hearing is required

FCRC Approval

FCRC approved this concession agreement on 04/15/26 (date of the FCRC public meeting)

Votes in favor: _____ Votes against: _____

OR

The concession was not subject to approval of the FCRC because it has a term of less than 30 days and is not subject to renewal

Law Department approved concession agreement on: _____

Authorized Signatures

Agency Staff

This is to certify that the information presented herein is accurate and that I find the proposed concessionaire to be responsible and approve of the award of the subject concession agreement

Signature _____

Name _____

Title _____ Date _____

City Chief Procurement Officer

This is to certify that the agency's plan presented herein will comply with the prescribed procedural requisites for the award of the subject concession

Signature _____

City Chief Procurement Officer

Date _____

LICENSE AGREEMENT

AGREEMENT made this _____ day of _____, 2026, by and between the City of New York (the “City” or “Licensor”), acting by and through the New York City Department of Small Business Services with its principal place of business located at 110 Williams Street, 2nd Floor, New York, NY 10038, and Chapter 4 Corp. d/b/a Supreme organized and existing under the laws of the State of New York with its principal place of business located at 62 King Street, New York, NY 10014 (hereinafter “Licensee”).

IN CONSIDERATION OF the mutual promises, covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION I (License)

Subject to the limitations, terms and conditions set forth herein, Licensor hereby grants to Licensee a limited, revocable non-exclusive license to use the trademarks and service marks listed in Exhibit 1 hereto (individually and/or collectively the “Property”) solely in the manner approved in advance in writing by Licensor during the Term in connection with the manufacture, advertising, promotion, sale, and offering for sale of the products listed in Exhibit 2 Worldwide (“Territory”). Licensed Products listed in Exhibit 2 shall be sold only in the distribution channels defined in Exhibit 3.

The license granted herein shall be personal in nature, and it is expressly understood and agreed that Licensee has no right to sublicense, assign, convey or transfer in any manner to any other person or entity any rights granted to it hereunder. Any attempt by Licensee, or anyone acting on its behalf, to sublicense, assign, convey or otherwise transfer the license granted herein shall be null and void and shall be grounds for immediate termination of this License Agreement by the City. All sales of Licensed Products pursuant to this License Agreement shall be made by or through Licensee, who agrees to account to Licensor for all sales in the Territory. The City hereby appoints as its agent for all purposes under this License Agreement New York City Tourism + Conventions, Inc. (f/k/a NYC & Company, Inc.), a not-for-profit corporation organized and existing under the laws of the State of New York and having an address at 1 Rockefeller Plaza, 5th floor New York, NY 10020 (“NYCT”).

SECTION II (Express Conditions and Limitations)

The license granted herein is subject to the following express conditions and limitations:

(a) Licensee agrees to use the applicable trademark and copyright notices as directed by Licensor (™, ® or ©), as well as any additional notations directed by Licensor in connection with the first and most prominent usages of the Property on or in connection with all Licensed Products, hang tags, and packaging: “All New York City logos and marks depicted herein are the property of the City of New York and may not be reproduced without written consent. © 2025 [or other year of initial publication] City of New York. All rights reserved.” Licensee agrees to display the applicable notices and notations as directed by the City on all web sites, displays, advertising, sales brochures, and other promotional materials for each Licensed Product (hereinafter the “Promotional Materials”): “All New York City logos and marks depicted herein are the property of the City of New York and may not be used or reproduced without prior written consent. © 2025 [or other initial year of publication]. City of New York. All rights reserved.” Any shortened version of such notices may be used only with the City’s prior written approval.

(b) Licensee agrees that it will not use the Property in any advertising, promotion, sale, or offering for sale of the Licensed Products except as depicted in Exhibit 2 hereto, or as approved by the City in advance in writing.

(c) Information labels which include the statements set forth in Exhibit 4, attached hereto and made a part hereof, shall be affixed to the Licensed Product, or to the packaging for the Licensed Product. The City may, from time to time after consultation with Licensee, amend the language of the labels upon written notice thereof to Licensee, which amendment shall apply to labels manufactured after the amendment is requested.. Licensee shall purchase such hangtags, holograms and/or adhesive labels that identify and authenticate the Licensed Product (“Product Authentication Materials”) as required by the City from the City’s authorized supplier of Product Authentication Materials. Such Product Authentication

Materials shall be displayed in connection with Licensed Products sold or offered for sale by Licensee in a form and location specified by the City.

(d) The Property shall not be used in connection with the trademarks, service marks, trade names, corporate names, or personal names of any third party, except with the prior written consent of the City.

(e) The Property shall not be used by Licensee or any entity or individual controlled directly or indirectly by Licensee as or as any part of its corporate name, trade name, fictitious name, “d/b/a,” symbol, logo, or other identifier.

(f) The Licensed Product and Licensee’s manufacture, sales, promotion, marketing and selling of the Licensed Product shall be in full compliance (at Licensee’s sole cost and expense) with all applicable federal, state and local statutes, rules, regulations and orders. If Licensee is required to or chooses to recall or remove the Licensed Product to maintain conformity to any such statutes, rules, regulations or orders, Licensee shall bear all costs, expenses and charges caused by or related to such recall or modification.

(g) No license is granted hereunder for the use of the Property for any purpose other than upon or in connection with the Licensed Product. No license is granted hereunder for the manufacture, sale or distribution of Licensed Products to be used for publicity purposes, in combination sales, as giveaways, or to be disposed of under similar methods of merchandising. In the event that Licensee desires to sell Licensed Products for such purposes, Licensee acknowledges and agrees that it must first seek and obtain a separate license therefore from the City, and that the user thereof must also obtain a separate license from Licensor for such use of the Licensed Products. Licensee acknowledges that such separate license may be withheld for any reason.

(h) Licensee may manufacture, promote, advertise, sell, and offer for sale the Licensed Product only in the form approved by the City. For the avoidance of doubt, Licensee shall exclusively handle the marketing and promotion of the Licensed Products in accordance with the terms of this license.

(i) Subject to the City’s prior written approval in the City’s sole discretion, Licensee agrees to adhere to such quality and ethical standards as may be provided by the City from time to time. The current quality control guidelines and ethical standards in effect are attached hereto as Exhibit 5 and 6.

(j) Subject to the City’s prior written approval in the City’s sole discretion, Licensee shall sell the Licensed Products in the Territory. The City may object to the continued sale and/or production of any Licensed Products that the City determines in its sole discretion to be inconsistent with the goodwill and reputation represented by the Property, or otherwise not in the best interests of the City. Upon such objection, Licensee must cease production and sale of any goods and report its inventory of any such Licensed Products.

(k) Licensee agrees and acknowledges that its license extends only to the Territory, and that it has no rights in the Property or to export, sell or authorize or permit the sale of any Licensed Products or other products or services bearing or otherwise associated with the Property outside the Territory, or any such proposed or potential sales that Licensee reasonably knows or should know would occur outside the Territory.

(l) Except to the extent that exclusive rights are explicitly granted hereunder, the parties agree and acknowledge that the City reserves the right to use itself or license to others the right to use the Property on any products or services, including those specifically defined as Licensed Products under this License Agreement.

SECTION III (Term)

This License Agreement shall become effective upon written notice from NYCT to Licensee (the “Effective Date”). The term (the “Initial Term”) of this License Agreement shall commence January 1, 2026 (Effective Date) and shall continue through December 31, 2028 (Termination Date), unless sooner terminated pursuant to the terms and conditions of this License Agreement. Licensor shall have the option in its sole discretion of renewing this License Agreement on

substantially the same terms and conditions for a period of Two (2) years (together with the Initial Term, the “Term”). Nothing herein shall be construed as obligating Licensor to exercise its renewal option.

SECTION IV (License Years)

For purposes of administering this License Agreement and of computing royalty payments owing from Licensee to the City hereunder, the term “License Year” shall apply to each calendar year during the Term.

SECTION V (Royalties)

In each License Year of this License Agreement, for products bearing solely the Licensed Property (or the Property with the Licensee’s marks) Licensee shall pay to NYCT for the license granted herein a royalty equal to Six percent (6%) of Net retail Sales. In the event the parties wish to co-brand the Property and the Licensee’s marks with any additional marks, the parties shall mutually agree to co-brand and mutually agree to the co-brand royalty in an amendment to this Agreement. The term Net Sales means the gross invoice price billed to purchasers of Licensed Products (whether sold by Licensee or any person or entity acting on behalf of Licensee) less only promotional allowances, taxes, duties, freight charges (if separately stated) and any other similar sales tax or governmental charge on the sale, and such other discounts as may be approved in writing by NYCT, and any actual and adequately documented returns. Net Sales shall include insurance proceeds received by Licensee in payment for Licensed Products. Licensed Products shall be considered sold (and therefore included in Net Sales and subject to royalty payments) when they are billed, invoiced, shipped, or paid for, whichever occurs first. No costs incurred in the manufacture, sale, offering for sale, promotion, advertisement, or shipment of the Licensed Products shall be deducted, nor shall deductions be made for cash, taxes, tariffs, freight, advertising, any other discounts or uncollectible accounts, or any other purpose. Sales of Licensed Product made other than in an arm’s length transaction shall be deemed to have been made at the regular wholesale price for such Licensed Products.

SECTION VI (Guaranteed Minimum Royalty)

Notwithstanding any other royalty payment requirements of this License Agreement, including those set forth above, Licensee shall pay to NYCT guaranteed minimum royalties in the amounts and on the dates set forth below:

Guaranteed Minimum:

The following total Guaranteed Minimum Royalties for each year shall be payable as follows:

On or before December 31, 2028: a total of Twenty-Two Thousand Dollars (\$22,000) for the Term of this Agreement

For the avoidance of doubt, any amount accrued prior to the Effective Date will not be included in the Guaranteed Minimum Royalties. The calculation for the Guaranteed Minimum Royalties shall begin as of the Effective Date as described in Section III above.

All Guaranteed Minimum Royalty payments shall be nonrefundable and shall be made whatever the Net Sales of the Licensed Products have been or are for any of the License Years, and shall be applied to and credited as advances against Licensee’s liability for royalties for each License Year for which the License Agreement is in effect. No carry over of excess earned royalty (over the Guaranteed Minimum Royalty) or deficiency of earned royalty (under the Guaranteed Minimum Royalty) into subsequent license periods within the term shall be allowed.

SECTION VII

(Royalty Payments, Accounting and Statements)

Licensee shall furnish to NYCT the following no later than thirty (30) days after the end of each calendar season in which the Licensed Products are sold (beginning with the calendar season in which the initial shipment of Licensed Products covered by this License Agreement is made):

(a) complete and accurate statements in a format approved by NYCT and certified in writing to be accurate by an officer of Licensee, itemized by (a) product item number; (b) City Agency and/or specific trademark associated with such Agency (e.g., FDNY, NYPD) and showing the net number of units sold inclusive of returns, item description and Average Sales price of the Licensed Products sold by Licensee during the preceding quarter. Such statements shall be furnished to NYCT only if Licensed Products have been sold during the preceding season; and

(b) payment of the earned royalty and/or guaranteed minimum royalty due from sales during the preceding season. In the event Licensee's earned royalty in a given season is less than the guaranteed minimum royalty, then payment shall include the difference between earned royalty and the guaranteed minimum royalty.

The receipt or acceptance by NYCT or the City of any statements furnished pursuant to this License Agreement or any royalties paid hereunder (or the cashing of any royalty checks paid hereunder) shall not preclude NYCT or the City from questioning the correctness of such statement or payment at any time. In the event any inconsistencies or mistakes are discovered in such statements or payments, they shall immediately be rectified and the appropriate payments made by Licensee. In the event of an overpayment by Licensee, Licensee may deduct such mutually verified overpayment from any earned royalty or guaranteed minimum royalty payment due with the next regular seasonal royalty statement and payment. In the event no further royalty payments would be forthcoming after discovery and mutual verification of the payment, then Licensee shall receive a refund of such overpayment within thirty (30) days after its written request for a refund is received by NYCT.

In the event that Licensee fails to make any payments after receipt of written notice of non-payment and a thirty (30) day cure period, including, advances, guaranteed minimum royalty, earned royalty and audit findings, when such payments are due under this License Agreement, interest shall be charged at an annual rate of eighteen percent (18%), or the maximum rate allowed by law, whichever is lower. All payments made hereunder shall be in United States currency drawn on a United States bank. Licensee shall keep accurate books of account and records covering all transactions related to this License Agreement for at least six (6) years after termination of this License Agreement.

SECTION VIII

(Audit Rights)

The City or its authorized agent shall have the right during business hours upon forty-eight (48) hours' advance notice to examine and request copies of Licensee's books, records, and accounts and all other documents and materials in the possession or under the control of Licensee relating to the sale of the Licensed Product or this License Agreement to such extent as may be necessary to determine the accuracy or inaccuracy of any royalty statements submitted by Licensee to Licensor. Licensee shall segregate its records and agrees that such audit may be used as a basis for settlement of charges under this License Agreement. The City may also at any time select any independent accounting firm to review Licensee's books, records and accounts, and to check shipments and verify the account (hereinafter referred to as the "Audit"). In the event that the Audit reveals any underpayment by Licensee to Licensor, Licensee shall remit payment for the amount shown to be due within ten (10) days, of receipt of official audit report plus a late charge in the amount of eighteen percent (18%) per annum, or the maximum rate allowed by law whichever is lower, on all amounts shown to be owing by Licensee. In the event that the Audit determines that Licensee has underpaid by an amount equal to five percent (5%) or more of the total amount shown to be due to Licensor for the period audited, Licensee shall reimburse Licensor or its agent for all costs and expenses of the Audit. In addition, if the discrepancy is an amount equal to five percent (5%) or more and a discrepancy or underpayment of 5% or more had been found in at least one prior instance, Licensor may terminate this License Agreement by giving Licensee notice within sixty (60) days after receipt of the audit report disclosing the discrepancy. Licensee shall retain all books of account and records relating to this License Agreement for at least six (6) years after the termination or expiration of this License Agreement, and any renewals thereof and Licensor's right to audit such records during the duration of this License Agreement and for six (6) years thereafter. The parties acknowledge and

agree that the powers, duties, and obligations of the Comptroller of the City of New York pursuant to the provisions of the New York City Charter shall not be diminished, compromised, or abridged in any way.

**SECTION IX
(No Assignment)**

This License Agreement is personal to Licensee and may not be assigned in whole or in part by Licensee without the prior written consent of the City, which may be withheld in the sole discretion of the City. Any attempted or purported assignment or other transfer, sublicense, mortgage or other encumbrance of this License Agreement by Licensee without the prior written approval of the City shall be null and void and grounds for immediate termination of this License Agreement by the City.

**SECTION X
(Trademark Ownership)**

(a) Licensee agrees that by virtue of this License Agreement it does not and shall not claim any right, title, or interest in the Property or any part thereof (except the right to use them in accordance with this License Agreement), and that any and all uses thereof by Licensee shall inure to the benefit of the City. Licensee acknowledges the City's sole right, title, and interest in and to, and ownership of the Property and the validity of the trademarks and service marks that are part of the Property and the City's rights therein. Licensee agrees that it will not raise or cause to be raised any challenges, questions, or objections to the validity, registrability, or enforceability of the Property, to this License Agreement or to the validity of the Property and the City's rights therein, and shall not contest such right and title, nor do or permit to be done any act or omission which will in any way impair the rights of the City with respect to such Property. Any violation of this paragraph shall constitute an immediate breach of this License Agreement and cause for immediate termination by the City.

(b) Licensee agrees to reasonably assist the City in protecting the City's rights to the Property, including but not limited to reporting to the City any infringement or imitation of the Property of which Licensee becomes aware. The City shall have the sole right to determine whether to institute litigation with respect to such infringements, as well as the sole right to select counsel. The City may commence or prosecute any claims or suits for infringement of the Property in its own name or the name of Licensee or join Licensee as a party thereto. The City shall be entitled to keep the entire amount of any recovery. If the City brings an action against any infringement of the Property, Licensee shall cooperate with the City and lend whatever assistance is necessary, subject to being reimbursed for its reasonable and pre-approved out-of-pocket expenses.

(c) If claims are made against the City, NYCT, or Licensee with respect to the use of the Property in connection with the Licensed Products, then the parties agree to consult with each other on a suitable course of action. In no event shall Licensee, without the prior written consent of the City, have the right to acknowledge the validity of the claim of such party, to obtain or seek a license from such party, or to take any other action which might impair the ability of the City to defend or otherwise contest the claim of such party. The City shall have the right to participate at its own expense in the defense of any claims or suit instituted against Licensee with respect to the use by Licensee of the Property.

(d) Licensee agrees to make modifications requested by the City in Licensee's use of the Property or to discontinue use of the Property on the Licensed Products which are involved, if the City, in its sole discretion, determines such action to be necessary or desirable to resolve or settle a claim or suit or to eliminate the threat of a claim or suit by any party.

**SECTION XI
(Goodwill)**

(a) Licensee recognizes and acknowledges that the Property and the City's name and reputation are the exclusive property of the City and that they communicate to the public, worldwide, a reputation for high standards of quality and service, which reputation and goodwill have been and continue to be unique to the City. Licensee further recognizes and acknowledges that the Property has acquired secondary meaning in the mind of the public. Licensee shall not use the Property in connection with any illegal, illicit or immoral purpose or activity, or in any manner which would be inconsistent with or damaging to the City's name and reputation. The City shall have the right to terminate this License Agreement

immediately, upon written notice, in the event that any part of the Property is used by Licensee in connection with any illegal, illicit or immoral activity. In addition, in the event that any part of the Property is used by Licensee in any way which, in the reasonable judgment of the City, is inconsistent with or damaging to the City's name or reputation, the City shall so notify Licensee in writing and this License Agreement shall terminate unless Licensee ceases and halts all such uses immediately.

(b) Licensee shall use the Property only in the manner specified by the City. Licensee acknowledges and agrees that all use of and goodwill in the Property shall inure to the sole benefit of the City. Licensee shall not acquire any rights in the Property by virtue of any use it makes of the Property. Licensee shall not attempt to register the Property alone or as part of any other trademark, service mark, trade name, or corporate identifier (including without limitation its own trademark), nor shall Licensee use, adopt as its own, or attempt to register any marks, names, domain names, designations, or indicia that are the same as or similar to the Property.

(c) Licensee agrees that it will apply the proper notations on all Licensed Products, tags, labels, package inserts, containers, packaging, advertising, promotional and display materials or the like containing the Property as set forth in Exhibits 2 and 3 hereto.

(d) Any art work or other materials conceived under or resulting from this License Agreement, including but not limited to copyrighted materials and trademarks, trade names, service marks, service names and trade dress and the like, whether developed by Licensee or on behalf of Licensee shall be considered "work made for hire" within the meaning of 17 U.S.C. §101 and is the exclusive property of the City upon creation. In the event that such materials are deemed not to be a work made for hire, Licensee hereby irrevocably assigns to the City its entire right, title, and interest in and to such work and any derivative works thereof (including without limitation all rights of copyright). Licensee agrees to execute any documents as may be deemed necessary or desirable by the City to register in its own name, record, confirm, clarify, or otherwise cause the foregoing assignment of rights to the City to have full legal effect worldwide. If Licensee desires to develop any new or different design for any mark, symbol, logo character or other element included within the Property, Licensee shall first obtain the City's written approval, and in any event all such designs shall be fully subject to the provisions of this paragraph and owned in full by the City.

(e) Licensee acknowledges that, from time to time and without notice to Licensee, it may be necessary or desirable for the City to modify certain elements of the Property in connection with the Licensed Products, to include additional elements to the Property, or to discontinue use of some or all of the elements of the Property. Accordingly, the City does not represent or warrant that the Property or any elements thereof will be maintained or used in any particular fashion. Any new elements or modifications to existing elements used by the City following the execution of this License Agreement may be included in, or deleted from (as applicable), the Property at the sole discretion of the City. Licensee agrees to comply with the City's written request to include such elements as, or to delete such elements from, the Property within a reasonable period of time from Licensee's receipt of such written request.

(f) The City shall have the right, but shall not be under any obligation, to use the Property, Licensed Products, and/or the name of Licensee so as to give the Property, and/or the Licensed Products full and favorable prominence and publicity. The City shall be under no obligation whatsoever to use or continue using the Property, the Licensed Products and/or the name of Licensee in connection with its products or services.

SECTION XII (Termination Rights)

Without prejudice to any other rights, the City has the right to terminate this License Agreement upon written notice to Licensee, effective immediately, at any time that any of the following occurs:

(a) If Licensee shall fail to make any payment due hereunder or to deliver any of the statements herein referred to, or breaches any other obligation hereunder, and if such default shall continue for a period of thirty (30) days after written notice of such default is sent by the City to Licensee. Licensee shall pay interest on the unpaid balance thereof from and including the date such payment becomes due until the date the entire amount is paid in full at a rate equal to the prime rate being charged in New York, New York, by Citibank as of the close of business on the date the payment first becomes due plus five percent (5%) (or the maximum rate which legally can be paid by Licensee, if lower).

(b) If Licensee defaults on any obligation that is secured by a security interest in any Licensed Product, Licensee shall immediately and automatically no longer have the right to sell or otherwise transfer Licensed Products or otherwise use the Property until it notifies the City of the occurrence of such default on any such obligation, and Licensor notifies Licensee that Licensor has elected to waive its right to terminate this License Agreement.

(c) If Licensee makes any assignment for the benefit of creditors, or files any petition under Title 11, United States Code, or files in bankruptcy or is adjudicated as bankrupt or insolvent, or if any trustee in bankruptcy or insolvency is appointed under the laws of the United States or of any State. No assignee for the benefit of creditors, custodian, receiver, trustee in bankruptcy, sheriff or any other officer of the court or official charged with taking over custody of Licensee's assets or business may continue this License Agreement or exploit the Property if this License Agreement terminates pursuant to this paragraph. Notwithstanding, if, pursuant to Title 11, United States Code, or any amendment or successor thereto, a trustee in bankruptcy or Licensee, as debtor, is permitted to assume this License Agreement and does so and, thereafter, wishes to assign this License Agreement to a third party, and that assignment complies with Title 11 of the United States Code, the trustee or Licensee shall notify Licensor of same. Said notice shall set forth the name and address of the proposed assignee, the proposed consideration for assignment and all other relevant details of the assignment. Such notice shall be deemed to grant the Licensor the option to have this License Agreement assigned to such assignee for such consideration, or its equivalent in money and upon such terms as specified in the notice. The option may be exercised by written notice to the trustee or Licensee by Licensor within fifteen (15) days from Licensor's receipt of the notice, or within such shorter time as may be deemed appropriate by the court in a bankruptcy proceeding. If Licensor fails to give notice to the Licensee or trustee within said period, the Licensee or trustee may execute the assignment to the entity referred to in the notice for the consideration and on the terms specified therein. Nothing contained herein shall be deemed to preclude or impair any rights Licensor may have as a creditor in any bankruptcy proceeding.

(d) If Licensor determines that this License Agreement should be terminated without cause.

(e) If Licensee violates the non-assignment or change in controlling interest provisions of this License Agreement.

Upon termination or expiration of this License Agreement, except as otherwise provided in Section XIII, during the sell-off period, all royalties earned and all applicable guaranteed minimum royalties shall become immediately due and payable.

SECTION XIII (Post Termination)

Upon the expiration of this License Agreement (but not upon termination pursuant to Section XII), Licensee shall be permitted ninety (90) days to sell its remaining inventory of Licensed Products. Sales under this section shall require payment of royalties and all other duties and obligations of Licensee under this License Agreement shall remain in force during the sell off period. At the end of such sell-off period, or upon termination pursuant to any other provision this License Agreement Licensee shall immediately discontinue manufacture, promotion, advertisement, and sale of Licensed Products. In addition, upon expiration or termination of this License Agreement for any reason, Licensee shall deliver to Licensor, or destroy or alter under Licensor's supervision, all molds, dies, prints or other equipment used to manufacture the Licensed Products and Promotional Materials so that such equipment no longer can be used to manufacture products or promotional materials bearing, displaying, or otherwise including the Property and shall provide Licensor with a letter confirming depletion or destruction of such inventory. Licensee acknowledges and agrees that its failure to cease manufacture, sale, advertising, or promotion of the Licensed Products upon expiration or termination of this License Agreement will result in immediate and irreparable harm to Licensor. Licensee further acknowledges and admits that Licensor has no adequate remedy at law for Licensee's failure to cease manufacture, sale, advertising, or promotion of the Licensed Products upon termination or expiration of this License Agreement, except as expressly provided for above. Licensee acknowledges and admits that, in the event of any such failure by it to cease manufacture, sale, advertising, or promotion of the Licensed Products, Licensor shall be entitled to equitable or injunctive relief against Licensee's failure, in addition to any and all other remedies at law that are available to Licensor.

SECTION XIV (Samples and Approvals)

(a) The Licensed Products shall meet or exceed the requirements imposed by any and all laws, regulations, government standards, guidelines, manufacturing codes, rules, and the like applicable to the Licensed Products. Without limiting the foregoing, no Licensed Products shall be manufactured from any flammable, explosive, toxic, or otherwise inherently dangerous materials or substances, nor designed so as to constitute any inherent danger to the consumer. Further, Licensee agrees that the Licensed Products shall be of a standard of quality at least as high as that of the product samples initially approved by Licensor so as to be suited to their exploitation and to the protection and enhancement of the Property and the goodwill pertaining thereto.

(b) The Licensed Products shall be manufactured in accordance with the manufacturing specifications, protocol, safety, and quality standards that have been reviewed and approved in writing by Licensor ("Specifications"), which, once approved, shall be deemed to be a part of this License Agreement. Licensor may amend such Specifications from time to time and shall provide Licensee with reasonable notice of such changes so that the Licensed Products may be adjusted to meet such changed quality standards, if required.

(c) The Specifications shall include at least the following information (and other information which Licensor requests regarding particular Licensed Products): (i) a description of the materials used in the Licensed Products, the materials' dimensional tolerances, performance and durability requirements, specifications that enable the materials to meet governmental regulatory requirements (if any) and such other appropriate information that will accurately describe the Licensed Products and their expected performance during use by the consumer; and (ii) a quality assurance plan that is used to assure the continuing acceptable quality of the Licensed Products. The plan shall include a description of the quality controls observed in the Licensed Products' manufacture, and the procedures followed to audit and verify continued quality and conformance to specifications of the Licensed Products, as well as applicable laws and regulations.

(d) The Specifications shall be provided to Licensee's suppliers and manufacturers of the Licensed Products, and Licensee shall require its suppliers and manufacturers to comply with the Specifications. Licensor shall have the ability to inspect Licensee's facilities and warehouses and those of its suppliers and manufacturers at any time with or without prior notice to assure Licensee's compliance with this paragraph.

(e) Licensee agrees to submit, at the Licensor's request and at no cost to Licensor (i) initial sketches and/or design concepts; (ii) finished artwork or final proofs; (iii) prototypes or pre-production samples; and (iv) a minimum of one (1) and maximum of twelve (12) final production samples (the "Samples") of the Licensed Products (and any variations thereof), as well as initial samples of subsequent production run(s) if such subsequent production run(s) vary in any manner from prior runs, for Licensor's inspection, testing, analysis and approval prior to any sale or shipment of the Licensed Products. If requested by Licensor, such samples (together with the Specifications) shall be submitted by Licensee to an independent laboratory or other test facility approved in writing by Licensor. All costs associated with such inspection, testing and analysis shall be borne by Licensee, and the results of such inspection, testing and analysis shall be submitted to Licensor for its approval. Licensee shall also provide a reasonable number of samples of the Licensed Product to Licensor in accordance with this paragraph at reasonable intervals of no less than once every twelve (12) months during the Term, with such additional inspection, testing and analysis as Licensor may require in the manner set forth in this paragraph for purposes of product review and quality control. For the avoidance of doubt, upon request to do so, any Samples that have not been destroyed by testing shall be sent back to Licensee, the City's failure of which shall not constitute material breach.

(f) Licensor shall use reasonable efforts to communicate its written approval or disapproval within forty (40) days of receipt of Samples of the Licensed Products. Any Samples not expressly approved shall be deemed disapproved. If Licensor does not approve the Samples of the Licensed Products, the reasons for disapproval shall be communicated to Licensee. After the Samples are approved pursuant to this paragraph, Licensee shall not depart therefrom in any material respect without Licensor's prior written consent, and Licensor shall not withdraw its approval of the Samples except for good cause.

(g) Licensee shall adhere to Licensor's graphic and packaging standards and guidelines in the use of the Property and shall use the materials depicted in Exhibit 4 hereto, which have been approved by Licensor. To the extent that Licensee wishes to amend or alter the graphics depicted in Exhibit 4, Licensee shall submit to Licensor for Licensor's prior written approval all tags, labels, package inserts, containers, packaging, advertising, promotional, display or sales materials or the like containing or referring to the Property. Licensor shall use reasonable efforts to communicate its written approval

or disapproval within ten (10) business days of its receipt of items under this paragraph. Any materials not specifically approved shall be deemed approved. If Licensor does not expressly approve an item under this paragraph, the reason for such disapproval shall be communicated to Licensee.

(h) Licensee shall at its own cost handle all product warranty and/or guarantee issues, responses and compliance requirements, as well as all consumer inquiries or complaints (collectively, "Consumer Inquiries") relative to any of the Licensed Products. Licensor shall forward to Licensee for handling any and all such Consumer Inquiries that Licensor receives. Upon request by Licensor, Licensee shall advise Licensor in writing of the manner in which it handled any Consumer Inquiry.

(i) Licensee shall immediately advise Licensor of any product recall considerations or deliberations and provide Licensor with the right to attend and have input into such deliberations. Licensor shall have the ability to declare a product recall of such Licensed Products as Licensor determines in good faith after consulting with Licensee that any product recall is necessary for reasons of public health, safety, welfare or damage to reputation or good will. Licensee shall bear any and all costs related to any product recall of the Licensed Products using the Property whether voluntary, required by a governmental authority or the Licensor. Licensee shall have in place a comprehensive lot tracking program, starting with raw materials, to ensure such recall effectiveness.

(j) Licensee agrees not to use child labor in the manufacture of or otherwise in connection with any Licensed Products. The term "child" shall refer to a person younger than the local legal minimum age for employment or the age for compelling compulsory education, but in no case shall any children younger than fifteen (15) years of age (or fourteen (14) years of age where local law allows) be used to manufacture, package or sell the Licensed Products. In addition, Licensee agrees to comply with all applicable minimum wage, overtime, occupational safety and health and environmental protection laws in the manufacture and packaging of Licensed Products. Licensee shall perform all obligations under this License Agreement in accordance with applicable provisions of federal, state and local laws, rules and regulations as are in effect from time to time.

SECTION XV

[INTENTIONALLY OMITTED]

SECTION XVI (Indemnification)

To the greatest extent permitted by law, Licensee hereby agrees to be solely responsible for and shall indemnify, defend and hold harmless Licensor, NYCT, their respective affiliates and respective officers, officials, agents, and employees from and against any claims, judgments, demands, causes of action, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees (collectively and individually, "Claims"), which may be made or asserted by third persons in connection with the manufacture, design, sale, offering for sale, advertising, promotion or use of the Licensed Products, including those based on Licensee's use of the Property authorized by this License Agreement. Licensee's defense and indemnification obligations shall further extend to Claims arising from or related to Licensee's failure to comply with the terms of this License Agreement and Licensee's unauthorized use of any patent, process, idea, method or device, or unfair trade practice, false advertising, trademark, copyright infringement or the like in connection with the manufacture, design, sale, advertising, promotion or use of the Licensed Products. Without limiting the applicability of any other provision of this Agreement, Licensee expressly agrees that its obligations under this Section XVI shall survive and continue beyond any termination or expiration of this License Agreement.

SECTION XVII (Existing Licenses)

Licensee hereby acknowledges that Licensor has previously granted and may continue to grant licenses to third parties for the use of the Property.

SECTION XVIII (Insurance)

During the term of this license and for at least three (3) years after the last date of sale by Licensee of any Licensed Product, Licensee agrees to carry commercial general liability insurance, including but not limited to product liability coverage, with insurer(s) that may lawfully issue the required policy and have an A.M. Best rating of at least A- / "VII", a Standard & Poor's rating of at least A, a Moody's investors service rating of at least A3, a Fitch Ratings rating of at least A-, or a similar rating by any other nationally recognized statistical rating organization acceptable to the New York City Law Department. The commercial general liability insurance must: (x) have limits of no less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage, one million dollars (\$1,000,000) for personal and advertising injury, two million dollars (\$2,000,000) policy aggregate, and two million dollars (\$2,000,000) products/completed operations; (y) be at least as broad as that provided by the latest edition of Insurance Services Office (ISO) form CG 00 01; and (z) include NYCT and the City, together with their respective officials and employees, as additional insureds under such policy with coverage at least as broad as the latest edition of ISO form CG 20 36. Policies of insurance provided pursuant to this Agreement shall be primary and non-contributing to any insurance or self-insurance maintained by NYCT or the City.

Each year such insurance is required, Licensee shall provide NYCT and the City with a Certificate of Insurance, which certifies the issuance and effectiveness of such policies of insurance, each with the specified minimum limits, and the required additional insured endorsements, accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form required by the Licensor, or certified copies of all policies referenced in such Certificate of Insurance.

In the event that Licensee fails at any time to carry insurance as required herein, Licensee shall immediately notify Licensor thereof and Licensor shall have the right to terminate this Agreement immediately.

Whenever notice of occurrence, claim or suit to an insurance company is required under any such policy, Licensee shall provide timely notice thereof on behalf of both NYCT and the City, including their officials and employees, and shall promptly send a copy of such notice(s) to both NYCT and the City. The copy of such notice to NYCT shall be sent to the address set forth in Paragraph 12 above and the copy to the City shall be sent to c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007. The existence of such insurance shall in no way limit Licensor's or NYCT's rights under this Agreement, at law or in equity, including the right to be indemnified as set forth in this Agreement.

Licensee waives all rights against the NYCT and the City, including their officials and employees, for any damages or losses that are covered under any insurance required by this Agreement (whether or not such insurance is actually procured or claims are paid thereunder) or any other insurance applicable to the operations of the Licensee.

SECTION XIX (Governing Law)

This License Agreement shall be construed in accordance with the laws of the State of New York, notwithstanding conflicts of laws principles. By execution of this License Agreement, Licensee consents to submit to the jurisdiction of the courts of the State of New York located in New York City and the federal courts located therein.

SECTION XX (No Partnership or Joint Venture)

Nothing in this License Agreement or in the course of performance under this License Agreement shall be construed to constitute a partnership or joint venture. Licensee shall have no right to obligate or bind Licensor in any manner whatsoever (nor shall Licensee hold itself out to any third party as being so authorized) and nothing contained herein nor in the course of performance hereunder shall give or is intended to give any right of any kind to any third party.

SECTION XXI
(No Manufacturers, Importers, or Sublicensees)

Licensee shall provide Licensor with a list of the names and addresses of Licensee's manufacturers, importers and distributors and will notify Licensor of any change in such list. From time to time, Licensor may request that Licensee provide the names of its designers, raw material suppliers and/or authorized importers of the Licensed Products, and Licensee agrees to provide such information upon the request of Licensor. Licensee may sublicense rights under this License Agreement ("Sublicense") only with the prior, written approval of the Licensor, which may be withheld in Licensor's sole discretion. Each and every Sublicense granted under this License Agreement shall contain such provisions as Licensor may require, including without limitation that the Sublicense shall be assignable to the Licensor upon the written demand of the Licensor.

SECTION XXII
(Notices)

All notices required to be given under the terms of this License Agreement, or which either party hereto may desire to give to the other, shall be in writing and sent by mail to the following addresses:

If to Licensor:

New York City Tourism + Conventions
1 Rockefeller Plaza, 5th Floor
New York, NY 10020
ATTN.: Natalie Koepff
Chief Operating Officer & General Counsel

With a copy to:

New York City Department of Small Business Services
110 Williams Street, 2nd Floor
New York, NY 10038

If to Licensee:

Chapter 4 Corp. d/b/a Supreme
62 King Street
New York, NY 10014
Attn: Legal Department – Notices

SECTION XXIII
(Confidentiality)

Except as otherwise required by law, each party agrees to, and shall cause its affiliates, agents, representatives, accountants, employees, officers and directors to: (i) treat and hold as confidential all information, reports or data, prepared, assembled, used or that it comes to obtain under this License Agreement, and (ii) prior to publication, not disclose or provide access to such confidential information to any individual or organization without the prior written approval of the disclosing party. In the event that a party or any Affiliate, agent, contractor, representative, employee, officer, or director of that party, becomes legally compelled to disclose confidential information of the disclosing party, it must provide the disclosing party with prompt written notice of such requirement so that the disclosing party may seek a protective order or other remedy or waive compliance with this Article XXIII. In the event that such protective order or other remedy is not obtained, or compliance with this Article XXIII is waived, the receiving party agrees to furnish only that portion of such confidential information which is legally required to be provided and exercise its reasonable best efforts to obtain assurances that confidential treatment will be accorded such information. Notwithstanding the foregoing, this Article XXIII shall not apply to any information that, at the time of disclosure, (i) was available publicly and not disclosed in breach

of this License Agreement, (ii) was known to the receiving party without breach of an obligation of confidentiality or (iii) was learned from a third party who was not under an obligation of confidentiality. The parties agree and acknowledge that remedies at law for any breach of the obligations under this Article XXIII may be inadequate and that in addition thereto Licensor and NYCT are entitled to seek equitable relief, including injunction and specific performance, in the event of any such breach.

In the event that a party believes that specific information it submits to the other party pursuant to this Agreement should be treated confidentially by Licensor or NYCT, Licensee shall so advise the party receiving the information in a writing identifying the specific information. Each party agrees to treat information so designated as confidential proprietary information of the other party, consistent with legal requirements.

The City or NYCT may be required, pursuant to the New York State Freedom of Information Law ("FOIL") (New York Public Officers Law Section 84 et seq.), to disclose information, or any portion thereof. In the event that disclosure is requested by a third party of materials designated by Licensee as confidential or proprietary information in accordance with this Section, the Licensor or NYCT will provide notice to Licensee and shall consult with Licensee to evaluate the extent to which such information may be withheld from disclosure under the provisions of FOIL.

Consistent with the requirements of FOIL, the final determination regarding disclosure shall be made by Licensor or NYCT in their sole discretion. In the event that Licensor or NYCT determines in its discretion that information may not be withheld, Licensor or NYCT, as appropriate will provide Licensee with prompt notice of intent to disclose in order that Licensee may invoke any rights or remedies to prevent disclosure to which it believes it may be entitled under the law.

Licensee expressly acknowledges and agrees that neither the Licensor nor NYCT will have any obligation or liability to Licensee in the event of disclosure of materials, including materials designated by Licensee as proprietary information, provided such disclosure is in accordance with this Section.

SECTION XXIV (Investigations)

A. The parties to this License Agreement agree to 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, permit, or license that is the subject of the investigation, audit or inquiry.

B. (i) If any person who has been advised that his or her statement, and any information from such statement, will not be used against him or her in any subsequent criminal proceeding refuses to testify before a grand jury or other governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath concerning the award of or performance under any transaction, agreement, lease, permit, contract, or license entered into with the City of New York, the State of New York, or any political subdivision or public authority thereof, or the Port Authority of New York and New Jersey, or any local development corporation within the City of New York, or any public benefit corporation organized under the laws of the State of New York, or;

(ii) If any person refuses to testify for a reason other than the assertion of his or her privilege against self-incrimination in an investigation, audit or inquiry conducted by a City of New York or State governmental agency or authority empowered directly or by designation to compel the attendance of witnesses and to take testimony under oath, or by the Inspector General of the governmental agency that is a party in interest in, and is seeking testimony concerning the award of, or performance under, any transaction, agreement, lease, permit, contract, or license entered into with the City of New York, the State, or any political subdivision thereof or any local development corporation within the City of New York, then;

C. (i) The commission or agency head whose agency is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit, or license shall convene a hearing, upon not less than five (5) days written notice to the parties involved to determine if any penalties should attach for the failure of a person to testify.

(ii) If any non-governmental party to the hearing requests an adjournment, the commissioner or agency head who convened the hearing may, upon granting the adjournment, suspend any contract, lease, permit, or license pending the final determination pursuant to paragraph E below without the City of New York incurring any penalty or damages for delay or otherwise.

D. The penalties which may attach after a final determination by the commissioner or agency head may include but shall not exceed:

(i) The disqualification for a period not to exceed five (5) years from the date of an adverse determination for any person, or any entity of which such person was a member at the time the testimony was sought, from submitting bids for, or transacting business with, or entering into or obtaining any contract, lease, permit or license with or from the City of New York; and/or

(ii) The cancellation or termination of any and all such existing City of New York contracts, leases, permits or licenses that the refusal to testify concerns and that have not been assigned as permitted under this License Agreement, nor the proceeds of which pledged, to an unaffiliated and unrelated institutional lender for fair value prior to the issuance of the notice scheduling the hearing, without the City of New York incurring any penalty or damages on account of such cancellation or termination; monies lawfully due for goods delivered, work done, rentals, or fees accrued prior to the cancellation or termination shall be paid by Licensor.

E. The commissioner or agency head shall consider and address in reaching his or her determination and in assessing an appropriate penalty the factors in paragraphs (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in paragraphs (iii) and (iv) below in addition to any other information which may be relevant and appropriate:

(i) The party's good faith endeavors or lack thereof to cooperate fully and faithfully with any governmental investigation or audit, including but not limited to the discipline, discharge, or disassociation of any person failing to testify, the production of accurate and complete books and records, and the forthcoming testimony of all other members, agents, assignees or fiduciaries whose testimony is sought.

(ii) The relationship of the person who refused to testify to any entity that is a party to the hearing, including, but not limited to, whether the person whose testimony is sought has an ownership interest in the entity and/or the degree of authority and responsibility the person has within the entity.

(iii) The nexus of the testimony sought to the subject entity and its contracts, leases, permits or licenses with the City of New York.

(iv) The effect a penalty may have on an unaffiliated and unrelated party or entity that has a significant interest in an entity subject to penalties under D above, provided that the party or entity has given actual notice to the commissioner or agency head upon the acquisition of the interest, or at the hearing called for in C(i) above gives notice and proves that such interest was previously acquired. Under either circumstance the party or entity must present evidence at the hearing demonstrating the potential adverse impact a penalty will have on such person or entity.

F. (i) The term "license" or "permit" as used herein shall be defined as a license, permit, franchise or concession not granted as a matter of right.

(ii) The term "person" as used herein shall be defined as any natural person doing business alone or associated with another person or entity as a partner, director, officer, principal or employee.

(iii) The term "entity" as used herein shall be defined as any firm, partnership, corporation, association, or person that receives monies, benefits, licenses, leases, or permits from or through the City of New York, or otherwise transacts business with the City of New York.

(iv) The term "member" as used herein shall be defined as any person associated with another person or entity as a partner, director, officer, principal or employee.

G. In addition to and notwithstanding any other provision of this License Agreement the Commissioner or agency head may in his or her sole discretion terminate this License Agreement upon not less than three (3) days' written notice in the event Licensee fails to promptly report in writing to the Commissioner of Investigation of the City of New York any solicitation of money, goods, requests for future employment or other benefit or thing of value, by or on behalf of any employee of the City or other person, firm, corporation or entity for any purpose which may be related to the procurement or obtaining of this License Agreement by Licensee, or affecting the performance of this License Agreement.

SECTION XXV (Miscellaneous)

A. No action at law or proceeding in equity by Licensee against Licensor or NYCT shall lie or be maintained upon any claim based upon this License Agreement or arising out of this License Agreement or in any way connected with this License Agreement unless Licensee has strictly complied with all requirements relating to the giving of notice and of information with respect to such claims, all as herein provided.

B. No action shall lie or be maintained against Licensor or NYCT by Licensee upon any claims based upon this License Agreement unless such action shall be commenced within six (6) months after the date of final payment hereunder, or within six (6) months of the termination or conclusion of this License Agreement, or within six (6) months after the accrual of the cause of action, whichever first occurs.

C. In the event any claim is made or any action is brought against Licensor or NYCT in any way relating to the Agreement herein on the basis of Licensee's actions and in each case by a third party, Licensee shall diligently render to Licensor and NYCT without additional compensation any and all assistance which Licensor and NYCT may reasonably require of Licensee, subject to reimbursement for Licensee's actual, reasonable, pre-approved expenses.

D. Either party shall report to the other party in writing within ten (10) working days of the date such party becomes aware of the initiation by or against it of any legal action or proceeding in connection with or relating to this License Agreement.

E. No claim whatsoever shall be made by Licensee against any officer, agent, or employee of Licensor or NYCT for, or on account of, anything done or omitted in connection with this License Agreement.

F. This License Agreement may be executed in two copies, each of which shall be deemed an original. This License Agreement contains the entire understanding between the parties with respect to the subject matter hereof and replaces and supersedes all prior agreements and understandings between the parties. This License Agreement may only be amended by a writing executed by all parties.

G. Headings used herein are for convenience only and shall not be considered part of this License Agreement. This Agreement has been negotiated by the parties hereto. No provision of this License Agreement shall be strictly construed against the drafter of the language concerned, but shall be interpreted applying the most reasonable interpretation under the circumstances, giving due consideration to the intentions of the parties at the time of contracting.

H. Licensee represents and warrants to Licensor that: (i) it is duly organized and validly existing under the laws of the State of New York, (ii) it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; (iii) its execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate action on its part; (iv) once executed and delivered, this Agreement will constitute its legal, valid and binding obligation, enforceable in accordance with its terms; (v) there are no legal or arbitral proceedings or any proceedings by or before any governmental or regulatory authority or agency, now pending or (to the knowledge of Licensee) threatened against Licensee which, if adversely determined, could have a material adverse effect on the financial condition, operations, business or prospects of Licensee; (vi) the execution and delivery of this Agreement and any related agreement to which it is party, the consummation of the transactions herein and therein contemplated and compliance with the terms and provisions hereof and thereof, will not conflict with or result in a breach of, or require any consent under, the charter, by-laws or partnership agreement, as applicable, of Licensee, or any applicable law or regulation, or any order, writ, injunction or decree of any court or governmental authority or agency, or any agreement or instrument to which Licensee is a party or by which it is bound or to which it is subject, or constitute a default under any such agreement or instrument, or result

in the creation or imposition of any lien upon any of the revenues or assets of Licensee pursuant to the terms of any such agreement or instrument.

I. Licensor represents and warrants to Licensee that: (i) subject to applicable law, it has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; and (ii) solely with respect to the active trademark registrations or applications as listed in Exhibit 7 attached hereto and as may be listed from time to time in an amendatory schedule provided by Licensor (the "Schedule of Registrations"), Licensor owns or controls valid trademark rights in the Property. Except with respect to the registrations indicated on the most current Schedule of Registrations, Licensor makes no representation or warranty, express or implied, including without limitation any warranty of validity, enforceability, or non-infringement; and Licensor makes no representation or warranty regarding the availability, validity, registrability, enforceability, or non-infringement of the Property beyond the scope of the registrations indicated on the Schedule of Registrations. Licensee assumes all risk associated with use of the Property in any jurisdiction for which the Schedule of Registrations does not indicate a current registration.

J. In the event any third-party claim, objection, opposition, cancellation, infringement allegation, or governmental restriction (collectively, a "Foreign Claim") arises in a jurisdiction other than a Registered Jurisdiction relating to Licensee's use of the Property, Licensee shall promptly notify Licensor in writing. The parties shall confer in good faith regarding continued use, modification, geographic restriction, or withdrawal of the Property in such jurisdiction. Licensor shall have no obligation to indemnify, defend, or hold harmless Licensee with respect to any Foreign Claim, and Licensor may, in its sole discretion, direct Licensee to cease or modify use of the Property in the affected jurisdiction without such direction constituting a breach of this Agreement. Licensee shall comply within a commercially reasonable time following such direction.

K. Each of the parties hereto shall use all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable law, and to execute and deliver such

documents and other papers, as may be required to carry out the provisions of this License Agreement and consummate and make effective the transactions contemplated by this License Agreement.

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

NEW YORK CITY DEPARTMENT OF SMALL BUSINESS SERVICES

By:

Its:

Date of Signature: _____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY:

Acting Corporation Counsel

CHAPTER 4 CORP. D/B/A SUPREME

By:

Its:

Date of Signature: _____

Manufacturer Acknowledgements of Receipt and Compliance with City of New York Ethical Standards for Manufacture of Licensed Product

IN WITNESS WHEREOF, each entity signing below acknowledges receipt and full compliance with Exhibit 6 (Ethical Standards for the City of New York) of this License Agreement.

NAME OF MANUFACTURER
FULL ADDRESS OF MANUFACTURER

By:
NAME

Its:
TITLE

Date of Signature: _____

NAME OF MANUFACTURER
FULL ADDRESS OF MANUFACTURER

By:
NAME

Its:
TITLE

Date of Signature: _____

LICENSEE SHOULD ADD AS MANY SIGNATURE BLOCKS AS NECESSARY TO INCLUDE ALL AUTHORIZED SOURCES OF LICENSED PRODUCT

Exhibit I
The Property

Trademarks of the City of New York

Trademarks



Exhibit 2

Licensed Products

Apparel and Accessories

Exhibit 3

Distribution Channels

Supreme's directly-operated stores, online webstore and digital sales channels. All the foregoing distribution channels are direct-to-consumer.

In the United States, sales are handled by Chapter 4 Corp. d/b/a Supreme. Outside the United States, sales are handled by Chapter 4 Corp.'s corporate affiliates in each territory.

Exhibit 4

Product Labels and Graphics

City Seal Hologram

All products must include a permanent copyright notice and trademark designation etched on the back of the product. It must read “© 2025[or current year] City of New York. All Rights Reserved.”

If too little room is available to accommodate this etching, individual decisions will be made in consultation with NYCT, which shall have the right of prior approval over the final version.

All packaging must include at least the copyright notice “© 2025 [or current year] City of New York. All Rights Reserved.”

Exhibit 5
Quality Control Guidelines

1. All Licensed Products and related materials associated with NYCT's licensing program, including but not limited to packaging, print ads, advertising initiatives, point of purchase displays, story boards, scripts, molds, brochures, videos, DVDs, labels, hangtags, catalogs, sales sheets and all collateral materials must be submitted to NYCT for written approval prior to any production.
2. Each product submitted for approval must, at every stage, be submitted via NYCT's online product approval system, Trademarx Insight. Licensee will be introduced and set up with Trademarx Insight upon contract execution.
3. All prototypes of any items which utilize trademarks discussed herein must be submitted at each stage of production. Based on written approval, Licensee may proceed to the next step.
4. Contracts will contain NYCT's entire sample submission/ approval process. The following brief steps will be required for all product submissions:
 - Initial sketches and/ or design concepts
 - Finished artwork or final proofs
 - Production samples
5. Licensees are required to submit all licensed products in each style and variation.
6. Product submissions shall be reviewed and evaluated for:
 - Accuracy of logo representation
 - Proper use of Pantone colors
 - Proper use of trademark designations
 - General appearance and quality of product
 - NYCT policies and standards
7. All approvals granted are conditioned upon FULL EXECUTION OF THE LICENSING AGREEMENT AND TIMELY PAYMENTS, or with the prior written permission of NYCT
8. Each logo is distinctive and therefore must be used separately on Licensed Product and collateral materials. Logos may not be reversed and/ or turned to appear in an opposite direction.
9. All hard goods must include a permanent copyright notice and trademark designation etched on the bottom or other approved location on the product.
10. Licensees must indicate the size of, and the amount of times, they intend to utilize logo(s) discussed herein, third party logo(s) and/or corporate identification(s) in relationship to the size of the logo(s) discussed herein prior to the Licensee's logo use on products.
11. All products are required to utilize holograms, hangtags and/ or labels purchased from NYCT's exclusive on-product authentication products supplier.
12. Licensee agrees to use the following notice, ™, ® or ©, as specified by the Licensor, in connection with the first most prominent usage of the Property on all Licensed Products, hang tags and packaging: "All New York City logos and marks depicted herein are the property of New York City and may not be reproduced without written consent. © 2025 (or other year of initial publication). City of New York. All rights reserved." Licensee agrees to use the following notice, ™, ® or ©, in connection with all displays, advertising, sales brochures, instruction manuals and other promotional materials for each Licensed Product (hereinafter the "Promotional Materials"): "All New York City logos and marks

depicted herein are the property of the City of New York and may not be used or reproduced without prior written consent. © 2025 (or other initial year of publication). City of New York. All rights reserved.” If impracticable in a particular situation, a shortened version of such notices may be used with Licensor’s prior written approval.

- 13.** Licensee must have any vendor or factory that is used to produce Licensed Products acknowledge in writing receipt and compliance with the Ethical Standards Form attached as Exhibit 6. Licensee agrees to upload to Trademarx the factory name and factory contact information (foreign or domestic) where production of a particular item will occur once such factory has been assigned for such item. No product approvals will be given without this information.

Exhibit 6

Ethical Standards for the City of New York

The City of New York (“City”) is committed to conducting business in an ethical and responsible manner in all countries, and requires the same from all of its business partners. While the City recognizes that there are different legal and cultural environments in which factories operate throughout the world, these Ethical Standards for Vendors (“Standards”), set forth the basic minimum requirements all factories must meet in order to do business with the City.

These Standards apply to City rights holders of specific licensed products (“Licensees”) and factories that produce goods for the City (“Licensed Products”), including manufacturers, contractors and subcontracted manufacturers (hereinafter collectively referred to as “Vendors”). Under the agreement in place with each Licensee, the City has the right to approve all Vendors of Licensed Products. No Vendor will be approved and no currently approved Vendor will be retained who does not comply with these Standards. The City strongly encourages Vendors to exceed these Standards and promote best practices and continuous improvement throughout their factories.

Legal Requirements:

The City requires that its Vendors must operate in full compliance with all applicable laws and regulations of the countries in which they manufacture and compliance with all local environmental laws applicable to the workplace.

Forced Labor:

The City requires that its Vendors not use forced labor, including, but not limited to, prison, indentured, bonded or involuntary labor.

Child Labor:

Vendor agrees not to use child labor in the manufacture of or otherwise in connection with any Licensed Products. The term “child” shall refer to a person younger than the local legal minimum age for employment or the age for compelling compulsory education, but in no case shall any children younger than fifteen (15) years of age (or fourteen (14) years of age where local law allows) be used to manufacture, package or sell the Licensed Products. In addition, Vendor agrees to comply with all applicable minimum wage, overtime, occupational safety and health and environmental protection laws in the manufacture and packaging of Licensed Products.

Harassment or Abuse:

The City requires that its Vendors treat their employees with respect and dignity. Vendors must provide a work environment free of harassment, abuse or corporal punishment in any form. In addition, Vendors will not use monetary fines as a disciplinary practice.

Discrimination:

The City requires that its Vendors ensure that employment, including but not limited to hiring, salary, benefits, advancement, discipline or termination, is based solely on ability and not on any personal characteristics.

Health and Safety:

The City requires that its Vendors provide a safe and healthy working environment in accordance with applicable local law to prevent accidents and injury arising out of, linked with, or occurring in the course of work or as a result of the operation of employer facilities. Vendors who provide residential facilities must ensure these facilities are also safe and healthy in accordance with applicable local laws.

Freedom of Association:

The City requires that its Vendors recognize and respect the legal right of employees to freely associate. Employees should not be subject to intimidation or harassment as a result of the peaceful exercise of their legal right to join or to refrain from joining any organization.

Compensation and Benefits:

The City requires that its Vendors pay employees at least the minimum compensation required by local law, and to provide all legally mandated benefits. In addition to their compensation for regular hours of work, employees shall be compensated for overtime hours at such premium rate as is legally required or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

Hours of Work:

The City requires that its Vendors ensure that, except in extraordinary business circumstances, on a regularly scheduled basis, employees shall (i) not be required to work more than the lesser of (a) sixty (60) hours per week or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture, and (ii) be entitled to at least one day off in every seven day period.

Communication:

The City requires that its Vendors take appropriate steps to ensure that the provisions of these Standards are communicated to employees.

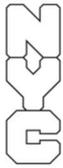
Monitoring and Compliance:

The City requires that its Vendors maintain on file all documentation necessary to demonstrate compliance with the City's Standards. Vendors must allow the City and its designated agents (including third parties) to engage in announced and unannounced monitoring visits, including confidential employee interviews.

City Vendors are required to take necessary corrective actions to promptly remediate any noncompliance. The City reserves the right to ultimately terminate its business relationship and/or cancel existing orders with any Vendor who is unwilling or unable to comply with these Standards.

Exhibit 7

Trademark Registrations / Registered Jurisdictions

NYC Marks	Registered Countries
	United States, Mexico, EU, China and Japan
	United States
	United States
	United States
	United States
	United States
	United States

 <p>NEW YORK CITY DOT</p>	<p>United States</p>
 <p>Staten Island Ferry</p>	<p>United States</p>
 <p>TAXI AND LIMOUSINE COMMISSION CITY OF NEW YORK TLC</p>	<p>United States</p>
 <p>TAXI AND LIMOUSINE COMMISSION CITY OF NEW YORK TLC</p>	<p>United States</p>
	<p>United States</p>

 <p>The logo for the Staten Island Ferry is an oval emblem with a blue background and a gold border. It features a stylized gold ferry boat with a white cabin and a white hull, sailing on blue wavy lines representing water. Below the ferry, the words "Staten Island Ferry" are written in a gold, cursive font.</p>	<p>United States, Mexico, EU, Canada, China and Japan</p>
 <p>The logo for the Police Department City of New York is a shield-shaped emblem with a blue background and a gold border. The top half of the shield contains the words "POLICE DEPARTMENT" in white, bold, sans-serif capital letters. The bottom half contains the words "CITY OF NEW YORK" in white, bold, sans-serif capital letters. In the center of the shield is a smaller shield with a gold background, featuring a scale of justice, a sword, and a banner with three stars.</p>	<p>United States, Mexico, EU, Canada, China and Japan</p>
 <p>The logo for the N.Y.P.D. Special Operations Division is a circular emblem with a blue background and a gold border. The top half of the circle contains the word "POLICE" in white, bold, sans-serif capital letters. Below it, "N.Y.P.D." is written in white, sans-serif capital letters. In the center is a shield with a gold background, featuring a scale of justice, a sword, and a banner with three stars. Below the shield, the letters "S O D" are written in white, sans-serif capital letters, and "SEA-LAND-AIR" is written in white, sans-serif capital letters. The bottom half of the circle contains the words "SPECIAL OPERATIONS DIVISION" in white, sans-serif capital letters.</p>	<p>United States</p>
 <p>The logo for the N.Y.P.D. Special Operations Division is a circular emblem with a blue background and a gold border. The top half of the circle contains the word "POLICE" in white, bold, sans-serif capital letters. Below it, "N.Y.P.D." is written in white, sans-serif capital letters. In the center is a shield with a gold background, featuring a scale of justice, a sword, and a banner with three stars. Below the shield, the letters "S O D" are written in white, sans-serif capital letters, and "SEA-LAND-AIR" is written in white, sans-serif capital letters. The bottom half of the circle contains the words "SPECIAL OPERATIONS DIVISION" in white, sans-serif capital letters.</p>	<p>United States</p>

	<p>United States</p>
	<p>United States</p>
	<p>United States</p>
	<p>United States</p>
	<p>United States</p>
	<p>United States, Canada, Mexico, EU, China and Japan</p>

<p>FDNY MALTESE CROSS</p> 	<p>United States, Japan*</p> <p>*(please see attached separate guidelines “Japan Maltese Cross Addendum” for using the Maltese Cross in Japan, if applicable)</p>
<p>FDNY</p> 	<p>United States, Canada, Mexico, EU, China and Japan</p>
<p>NYC TAXI</p> 	<p>Mexico</p>

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 3)

RESOLVED, that the Franchise and Concession Review Committee authorizes New York City Tourism + Conventions, on behalf of the New York City Department of Small Business Services (the "City") to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a Sole Source License Agreement with Chapter 4 Corp for the non-exclusive use of City-owned trademarks on merchandise. The Agreement shall commence January 1, 2026, and shall continue through December 31, 2028, unless sooner terminated pursuant to the terms and conditions of the agreement. For the initial term, Chapter 4 Corp will pay the City an annual royalty of six percent (6%) of net sales when sold at retail, as well as a one-time guaranteed minimum royalty of \$22,000, payable on or before December 31, 2028. The City, in its sole discretion, shall have the option to renew this agreement on substantially the same terms and conditions for a period of two (2) additional years.

**THIS IS A TRUE COPY OF THE RESOLUTION ADOPTED BY THE
FRANCHISE AND CONCESSION REVIEW COMMITTEE ON**

4/15/2026

Signed: _____

Title: City Chief Procurement Officer

Date: _____