

PUBLIC MEETING

FRANCHISE AND CONCESSION REVIEW COMMITTEE

WEDNESDAY SEPTEMBER 16th, 2026 @ 2:30 P.M.

Location:
255 Greenwich Street
8th Floor
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 September 16th, 2026 @ 2:30 P.M.

NEW YORK CITY DEPARTMENT OF TRANSPORTATION

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, major sole source concession agreement with the Flatiron/23rd Street District Management Association, Inc. to provide for the operation and management of a pedestrian plaza located between Broadway from East 19th to West 31st Streets and 5th Avenue between East 20th and West 26th Streets in Manhattan (the "Licensed Plaza"), and maintenance and/or repair of certain amenities within the Licensed Plaza, including through City-approved plaza events, sponsorships, gifts and subconcessions.

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

No. 2: **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee approval, pursuant to Section 1-14 of the Concession Rules of the City of New York, to enter into a negotiated concession agreement with City Ice Sports, Inc. for the operation of the WWII Veterans War Memorial Ice-Skating Rink Facility at Clove Lakes Park. The agreement will provide for a five (5) year term with two (2) one (1) year options. For each year of the agreement, compensation to the City will be 20% of admissions and ice-skate rentals, 2% of food, and 10% of ice rental on any gross receipts over \$100,000.

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

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 enter into an amendment to the sole source license agreement with The Battery Conservancy, Inc. (“Licensee”) for the operation and maintenance of the Battery in Manhattan. The agreement will continue to provide for one (1) ten (10) year term with two (2) five (5) year renewal options. Under this amendment, the Licensee shall be entitled to 100% of the concession fees generated from the Bosque Kiosk concession to help offset the Licensee’s costs in providing for the operation and maintenance of the Battery.

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

No. 4: **IN THE MATTER** of the intent to seek unanimous Franchise and Concession Review Committee approval, pursuant to Section 1-05 of the Concession Rules of the City of New York, to issue a significant Request for Proposals for a term of thirty (30) years for the development, operation and maintenance of a sports/recreation and food service facility at Randall’s Island Park, Manhattan.



MEMORANDUM

To: Brad Hoylman-Sigal, Manhattan Borough President
Marisa Maack, District Manager of Community Board 5, Manhattan

From: Danielle Zuckerman, DOT Manhattan Borough Commissioner

Subject: Flatiron Pedestrian Plaza Major Concession

Date: 8/7/2026

In accordance with Section 1-16 of the Concession Rules of the City of New York, the Department of Transportation ("DOT") is seeking Franchise and Concession Review Committee approval to utilize a different procedure to negotiate a significant Sole Source concession agreement with Flatiron/23rd Street Partnership District Management Association, Inc., d/b/a the Flatiron NoMad Partnership, to provide for the operation and management of a pedestrian plaza located between Broadway from E 19th to W 31st Streets and 5th Avenue between E 20th and W 26th Streets in Manhattan (the "Licensed Plaza"), and maintenance and/or repair of certain amenities installed within the Licensed Plaza, including through City-approved plaza events, sponsorships, gifts, and subconcessions.

This concession has been determined 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 at 212-839-6210.

Thank you,

A handwritten signature in black ink, appearing to read "DZ", with a stylized flourish at the end.

Danielle Zuckerman
DOT Manhattan Borough Commissioner

Rule 1-16: Different Procedure

Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

Concession Title Flatiron Pedestrian Plaza Concession ID 2027Con01

Description

Agency NYC Department of Transportation

For the operation and management of a pedestrian plaza which is located on Broadway and Fifth Avenue between 19th and 31st Streets in Manhattan, New York ("Licensed Plaza"), and maintenance and/or repair of certain amenities installed within the Licensed Plaza, including through City-approved plaza events, sponsorships, gifts, and subconcessions.

Location Concession Site(s) ☒ Yes ☐ No

Broadway from E 19th Street to W 31st and 5th Avenue between E 20th Street and W 26th Streets

Borough Manhattan Community Board(s) 5

☐ 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

It is in the City's best interest to enter into the Agreement with the Flatiron NoMad Partnership because this not-for-profit organization's mission is to improve and enhance the neighborhood in which the Licensed Plaza is located. Flatiron NoMad Partnership was created and is funded by the property owners surrounding the Licensed Plaza. It directly represents the neighborhood this will serve and has a specific interest in the Licensed Plaza. Because of this and because the concession will not yield a profit to the City, a determination was made to utilize Different Procedure method.

Proposed Concession Term including renewal options

To be negotiated

Proposed Concession Revenue

Flatiron NoMad Partnership will be required to invest any revenue generated by this concession into the maintenance and/or repair of certain amenities installed within the Licensed Plaza, and reasonable administrative costs, as such costs relate to the Licensed Plaza.

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 Flatiron NoMad Partnership ☒ EIN or ☐ SSN # 20-4850064

Is this concession site the same as above? ☒ Yes ☐ No ☐ N/A

Is this agreement active? ☒ Yes ☐ No

If no, please explain

Rule 1-16: Different Procedure

Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

Prior Concession Term including renewal options

Initial Term: 6 months (12/31/18 to 06/30/19)
Renewal Option: 5 years (7/01/19 to 06/30/24)
Amendment: 5 years (07/01/24 to 06/30/29)

Total Prior Term: 10 years, 6 months (12/31/18 to 06/30/29) however, DOT is planning to terminate this agreement once the ULURP is complete for this new, proposed concession, and enter into the new agreement which will expand the space included in the plaza.

Prior Concession Revenue

Flatiron NoMad Partnership is required to invest any revenue generated by this concession into the maintenance of the premises of the Licensed Plaza.

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 $\geq$ 10 years
☐ Projected annual income/value to City $\geq$ \$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 08/05/2026 (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

Name Michelle Craven

Title A/D/C Cityscape and Franchises

Date 8-10-26

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 Department of Transportation ("DOT") to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to negotiate a significant, major Sole Source Concession Agreement ("Agreement") with the Flatiron/23rd Street Partnership District Management Association, Inc., d/b/a the Flatiron NoMad Partnership, to provide for the operation and management of a pedestrian plaza located between Broadway from E 19th to W 31st Streets and 5th Avenue between E 20th and W 26th Streets in Manhattan (the "Licensed Plaza"), and maintenance and/or repair of certain amenities installed within the Licensed Plaza, including through City-approved plaza events, sponsorships, gifts, and subconcessions.

BE IT FURTHER RESOLVED, that the concession shall be subject to the Uniform Land Use Review Procedure.

BE IT FURTHER RESOLVED, that DOT shall submit the Agreement it proposes to enter into with Flatiron NoMad Partnership to the FCRC for approval.

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

9/16/2026

Signed: _____

Title: City Chief Procurement Officer

Date: _____

Rule 1-14: Negotiated Concession

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Concession Title WWII Veterans War Memorial Ice Rink **Concession ID** R5-A-IS-SB

Description

Agreement for the operation of the WWII Veterans War Memorial Ice Skating Rink Facility at Clove Lakes Park

Agency NYC Department of Parks and Recreation

Location WWII Veterans War Memorial Ice Rink
1150 Clove Rd, Staten Island, NY 10301

Concession Site(s) ☒ Yes ☐ No

Borough SI **Community Board(s)** 1

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

Recommended Concessionaire

Name City Ice Sports, INC.

Telephone 917-921-4213

Business Address

89 Lincoln Street, Staten Island, NY 10314

☒ EIN or ☐ SSN # 133546028

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

Recommended Concession Agreement Term

☐ >20 years – FCRC unanimously approved term on _____

Including renewal option(s)

Initial Term: Five (5) years, terminating October 31, 2031

Renewal Options: Two (2) one year options to renew

Recommended Revenue

For all Years, including option years:

20% of admissions and ice skate rentals, 2% of food, and 10% of ice rental on any Gross Receipts over \$100,000

Notice Requirements Please indicate below how the Notice of Intent to Enter into Negotiations was publicized:

☒ Agency published notice in City Record, posted on the City's website
and notified applicable Community Boards/Borough Presidents on 12/2/25

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 1-14: Negotiated Concession

Concession Agreement Recommendation For Award Memorandum Cover Sheet

Negotiation Requirements

The due date for proposers to respond to the Notice of Intent to Enter into Negotiations was: 12/18/25
at 5:00 ☐ AM ☒ PM. 1 potential concessionaires responded by that time.

Please select the appropriate option below

- ☒ The agency negotiated with all qualified potential questionnaires that had expressed interest,
OR;
☐ The agency determined that it was in the best interest of the City to negotiate with fewer potential questionnaires, and the
CCPO approved such determination on _____. Negotiations were conducted with _____ potential concessionaires

Please describe the negotiation process conducted, including any Best and Final Offers ("BAFOs") requested:

NYC Parks received one response to the Notice of Intent to Enter into Negotiations for the War Memorial Ice Rink concession. The respondent, the current concessionaire, demonstrated the operating experience, financial capacity, and operational capability necessary to successfully operate and keep the facility open an available to the public. No BAFO process was conducted.

- ☒ The agency certifies that the concession manager has maintained a written record of the conduct of negotiations and the basis for every determination to continue/suspend negotiations with each potential concessionaire

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 9/16/26 (date of the FCRC public meeting)

Votes in favor: _____ Votes against: _____

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

BETWEEN

CITY ICE SPORTS, INC.

AND

CITY OF NEW YORK
PARKS & RECREATION

for

THE OPERATION OF THE WWII VETERANS WAR MEMORIAL ICE SKATING RINK
FACILITY AT CLOVE LAKES PARK

STATEN ISLAND, NEW YORK

R5-A-IS-SB

DATED: _____, 2026

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LICENSE AGREEMENT ("License" or "License Agreement") made this ____ day of _____, 2026 between the City of New York (the "City") acting by and through the Department of Parks & Recreation ("Parks"), whose address is The Arsenal, 830 Fifth Avenue, New York, New York 10065, and City Ice Sports Inc. ("Licensee"), a company organized under the laws of the State of New York whose address is 89 Lincoln Street, Staten Island, New York 10314.

WHEREAS, Parks has jurisdiction over parklands of the City of New York and facilities therein pursuant to Section 533(a) of the City Charter; and

WHEREAS the WWII Veterans War Memorial Ice Skating Rink and certain adjacent property at Clove Lakes Park in the Borough of Staten Island ("Licensed Premises") is property under the jurisdiction and control of Parks; and

WHEREAS, the Commissioner desires to provide for the operation of the Licensed Premise for the accommodation and convenience of and use by the public; and

WHEREAS, Parks complied with the requirements of the Franchise and Concession Review Committee ("FCRC") for the selection of concessionaires, including the issuance of a Negotiated Concession process) for the operation of the Licensed Premises and the intent to award a License Agreement upon the terms and conditions contained herein; and

WHEREAS, Licensee desires to, operate the Licensed Premises for the benefit of the public at, _Clove Lakes Park in accordance with the terms set forth herein; and

WHEREAS, Parks and Licensee desire to enter into a License Agreement specifying rights and obligations with respect to the operation and maintenance of the Licensed Premises.

NOW THEREFORE, in consideration of the premises and covenants contained herein, the parties hereby do agree as follows:

1. GRANT OF LICENSE

1.1 Parks hereby grants to Licensee and Licensee hereby accepts from Parks this License to operate an outdoor ice skating rink (the "Rink") food service and skate rental, and restrooms(the "Concession"), at the Licensed Premises, as described in **Exhibit A**, for the use and enjoyment of the general public as hereinafter defined, in accordance with the provisions herein and to the satisfaction of the Commissioner of Parks ("Commissioner"). Unless otherwise approved by Parks, the Rink may only be operated during the Ice Skating Season (as hereinafter defined). The Concession granted hereby must include the Rink, food service (through the existing snack bar at the Licensed Premises and vending machines), skate rental, and restrooms, and may include sports instructors and locker rooms. All plans, schedules, services, menu items, merchandise, prices and fees, and hours of operation are subject to Parks' prior written approval. Licensee will be responsible for all costs associated with the operation of the Licensed Premises.

1.2 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 and maintain the Licensed Premises in accordance with the terms of this License and to perform the Capital Improvements required by this License Agreement. In order to be in compliance with this License Agreement, Licensee must fulfill all of the obligations contained herein. Commissioner may deem as a default Licensee's failure to fulfill any of its obligations herein for any reason.

1.3 It is expressly understood that Licensee has no property interest in the Licensed Premises and that no land, building, space, or equipment is leased or otherwise conveyed to Licensee by Parks, but that during the Term of this License, Licensee shall have the use of the Licensed Premises for the purposes herein provided. Licensee has the right to occupy and operate the Licensed Premises only so long as each and every term and condition in this License is strictly and properly complied with and so long as this License is not terminated by Commissioner in accordance with this License.

1.4 Licensee shall provide, at all times, full and free access to the Licensed Premises to the Commissioner or the Commissioner's representatives and to other City, State and Federal officials or their representatives having jurisdiction for inspection purposes and to ensure Parks' satisfaction with Licensee's compliance with the terms of this License Agreement.

1.5 (a) 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 prior written approval of the Commissioner. All intellectual property rights in the Licensed Premises, "Clove Lakes Park" name, and 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, together with the goodwill that is symbolized by such names, trademarks, service marks, designations and identifications are the property of the City ("City IP"). Parks may require that the City own the portion of any name selected by Licensee for use at the Licensed Premises that indicates Parks' property or a preexisting facility name or otherwise contains any City IP. The City will not own any portion of a new name that consists of the name, portrait or signature of a living or deceased individual or a restaurant identifier that is not otherwise associated with Parks' property. Licensee may use the name "Clove Lakes Park" in connection with its operations under this License Agreement only to identify the location of the Licensed Premises, and any other uses of "Clove Lakes Park" or any other City IP may be only pursuant to a separate written agreement between the City and Licensee.

(b) Parks may issue a separate Request for Proposals for naming rights and/or digital displays of the facility or portions thereof. In the event Parks solicits for and selects a proposal for naming rights and/or digital displays, Licensee shall be required to use the name that Parks selects.

2. DEFINITIONS

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

(a) "Alteration" shall mean (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) Intentionally omitted.

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

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

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

(f) “Consumer Price Index” and “CPI” shall mean the Consumer Price Index for all urban consumers; all items indexed (C.P.I.-U.) for the New York, New York/Northeastern New Jersey area, by the United States Department of Labor, Bureau of Labor Statistics. In the event the index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the increase shall be made with the use of conversion factor, formula or table for converting the index as may be published by the Bureau of Labor Statistics for the New York City geographic area. In the event the index shall cease to be published, then for the purpose of this License Agreement there shall be substituted for the index such other index as Parks and Licensee shall agree upon.

(g) “Expendable Equipment” or “Personal Equipment” shall mean all equipment, other than Fixed and Additional Fixed Equipment provided by Licensee.

(h) “Final Completion” or “Finally Complete” shall mean that the construction of an improvement to the Licensed Premises has been completed to such an extent that the Commissioner certifies in writing that it has been finally completed and that no further work is required by Licensee pursuant to this License in connection with the construction of said improvement. Notwithstanding the issuance of any such certification, Licensee shall be liable for any claims related to such construction and shall be responsible for any other obligations (including maintenance, repair and indemnity) set forth in this License Agreement.

(i) “Fixed Equipment” shall mean any property affixed in any way to the Licensed Premises existing at the time Notice to Proceed is given, whether or not such removal would damage the Licensed Premises.

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

(ii) “Fixed and Additional Fixed Equipment” shall refer to Fixed Equipment and Additional Fixed Equipment jointly and severally.

(j)

(i) “Gross Receipts” shall include, without limitation, all funds or receipts of any kind received by Licensee from or in connection with its operations at the Licensed Premises, without deduction or set-off of any kind, from the sale or provision of merchandise, food and beverages, or services of any kind, provided that Gross Receipts shall exclude the amount of any Federal, State or City sales taxes which may now or hereafter be imposed upon or be required to be collected and paid by Licensee. 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 orders taken at the Licensed Premises by Licensee for services to be rendered by Licensee in the future either at or outside of the Licensed Premises. For example, if Licensee receives a \$1,000 deposit for services to be provided at a later date, the deposit must be reported at the time of payment, regardless of when the service is provided. All sales made or services rendered from the 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 shall include receipts from all sponsorships, whether in cash or as discounts against purchase price of materials, equipment or commodities.

(iii) Gross Receipts shall also include all sales made by any other operator or operators using the Licensed Premises under a properly authorized sublicense or subcontract agreement, as provided in Article 14 of this License Agreement, provided that Gross Receipts shall also include 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.

(iv) 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 due to be received by Licensee from all sources from the operation of this License shall be included in Gross Receipts, provided however that any gratuities transmitted by Licensee directly or indirectly to employees and staff shall not be included within Gross Receipts. For purposes of this subsection (iv):

(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 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 Licensee.

(v) Gross Receipts shall not include uncollected sales debts known to be bad. Upon request, Licensee shall provide to Parks documentation of its efforts to collect such bad debts.

(k) "Licensed Premises" or "Premises" shall mean the area designated as such on **Exhibit A**, attached hereto, and shall include the structures, as well as any improvements, constructed thereon, including, without limitation, all buildings or structures, walkways, curbs, trees and landscaping.

(l) The "Ice Skating Season" shall mean the period commencing on such date as approved by Parks in October of Year during the Term and ending on such date as approved by Parks in April of the following Year.

(m) "Licensee's Special Events" shall mean any catered, private, or ticketed (including, but not limited to, payment of a fee at the door) function, special event, or program (e.g., reservation of all or part of the Licensed Premises through Licensee by third parties) for a parks-appropriate purpose at all or part of the Licensed Premises, excluding "Parks' Special Events" as defined in Section 13 of this Agreement. .

(n) "Substantial Completion" or "Substantially Complete" shall mean, with respect to an improvement at the Licensed Premises, that the Commissioner certifies that an improvement to the Licensed Premises has been completed substantially in accordance with the plans, specifications, schematics, working and mechanical drawings approved by Parks, notwithstanding that minor work remains to be completed in accordance with work schedules provided for herein and/or set forth as incomplete or outstanding items as provided for in Section 6.14 herein, and that the improvement may be utilized by the public.

(o) "Year" or "Operating Year" shall both refer to 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.

3. TERM OF LICENSE

3.1 This License shall become effective upon Parks giving the Licensee a written Notice to Proceed following registration with the Comptroller. The Term of the Concession shall commence

upon the date in the written Notice to Proceed (“Commencement Date”), and expire on October 31, 2031 (“Termination Date” or “Expiration Date”), with two (2) one (1) year options. The period between the Commencement Date and Termination Date shall be the License Term (“Term”). Licensee may not commence business operations at the Licensed Premises prior to the Commencement Date.

3.2 Notwithstanding any language contained herein, this License is terminable at will by the Commissioner at any time; however any such termination will not be exercised in an arbitrary and capricious manner. For purposes hereof, Parks and Licensee agree that termination by the Commissioner will not be considered arbitrary or capricious where, for example, a determination has been made by the Commissioner that the Licensed Premises is needed for an alternative park-related use. The Commissioner shall not terminate this License solely for the purpose of issuing a new license to another party, including to another party at a higher license fee, for the operation of the Rink facility at the Licensed Premises; provided, however, that if the Commissioner terminates this License because the Licensee is unable to operate because of staffing issues, it shall not be considered arbitrary or capricious for the Commissioner to terminate and issue a new license to operate the Rink at the Licensed Premises. However, the above is not an exhaustive list of reasons that termination by the Commissioner will be considered non-arbitrary or capricious. Such termination shall be effective after twenty-five (25) days written notice is sent to Licensee. The Commissioner, the City, its employees and agents shall not be liable for damages to Licensee in the event that this License is terminated by Commissioner as provided for herein.

3.3 Parks may terminate this License for cause as follows:

(a) Should Licensee 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 this License or the Licensed Premises with regard to any and all matters, Commissioner shall in writing order Licensee to remedy such breach or comply with such provision, law, rule, regulation or order, and in the event that Licensee fails to comply with such written notice or commence, in good faith and with due diligence, efforts to comply with such order within thirty (30) days from the mailing or facsimile transmission thereof, subject to unavoidable delays beyond the reasonable control of Licensee, then this License shall immediately terminate. In the event such breach or failure to comply cannot be remedied within such thirty (30) day period due to reasons beyond Licensee’s control, the cure period shall be extended for such period as may be reasonably necessary in the Commissioner’s judgment to cure such breach. If said breach or failure to comply is corrected, and a repeated violation of the same provision, law, rule, regulation or order follows thereafter, Commissioner, by notice in writing, may revoke and terminate this License, such revocation and termination to be immediately effective on the mailing thereof.

(b) The following shall constitute events of default for which this License may be terminated on three (3) days’ notice: the appointment of any receiver of Licensee’s assets; the making of a general assignment for the benefit of creditors; 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 this License; 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 paragraphs (a) or (b) above shall be deemed to imply or be construed to represent an exclusive enumeration of circumstances under which Commissioner may terminate this License.

3.4 Upon expiration or sooner termination of this License by Commissioner, all rights of Licensee herein shall be forfeited without claim for loss, damages, refund of investment or any other payment whatsoever against Commissioner, Parks or City or its employees and agents.

3.5 In the event Commissioner terminates this License for reasons related to Paragraphs 3.3 above, any property of the Licensee on the Licensed Premises may be held and used by Commissioner in order to operate the License during the balance of the calendar year and may be held and used thereafter until all indebtedness of the Licensee hereunder, at the time of termination of this License, is paid in full.

3.6 Licensee agrees that upon the expiration or sooner 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 sooner termination of this License, City, in accordance with law, reserves the right to take immediate possession of the Licensed Premises.

3.7 Licensee shall, upon the expiration or sooner termination of this License, remove all personal possessions from the Licensed Premises (unless the Commissioner provides notice to the Licensee that Parks intends to hold such property pursuant to Section 3.5) and leave the Licensed Premises in as good or better condition as at the Commencement Date, reasonable wear and tear excepted. Licensee acknowledges that any personal property remaining on the Licensed Premises after the expiration or sooner termination of this License is intended by Licensee to be abandoned, unless the Commissioner pursuant to Section 3.5 holds such property. Licensee shall remain liable to the City for any damages, including lost revenues and the cost of removal or disposal of property, should Licensee fail to remove all possessions from the Licensed Premises during the time prescribed in this Agreement. Pursuant to Section 4.4 herein, City may use the Security Deposit to recover such damages in part or in whole.

3.8 If this License is terminated as provided herein, and/or upon the expiration of the License, 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 therefor and may dispossess Licensee by summary proceedings or otherwise, without court order or other judicial approval.

3.9 If this License is terminated as provided in Section 3.3 hereof:

(a) Parks may draw down on the Security Deposit in accordance with Section 4.4; and
(b) Licensee shall pay to Parks all fees payable under this License Agreement by Licensee to Parks to the Termination Date and Licensee shall remain liable for fees thereafter falling due on the respective dates when such fees would have been payable but for the termination of this License Agreement, provided the Licensed Premises are not re-licensed or re-permitted, which Parks shall extend its reasonable efforts to accomplish, at an equal or higher fee (if at a lower fee, then only the net difference shall be owed by Licensee); and

(c) Parks may complete all repair, maintenance and construction work required to be performed by Licensee hereunder and may repair and alter any portion(s) of the Licensed Premises in such manner as Parks may deem necessary or advisable without relieving Licensee of any liability under this License Agreement or otherwise affecting any such liability, and/or relicense the Licensed Premises or any portion thereof for the whole or any part of the remainder of the Term or for a longer period. Parks shall in no way be responsible or liable for any failure to relicense any portion(s) of the Licensed Premises or for any failure to collect any fees due on any such relicensing, and no such failure to relicense or to collect fees shall operate to relieve Licensee of any liability under this License Agreement or to otherwise affect any such liability.

3.10 No receipt of moneys by Parks from Licensee after the termination of this License Agreement, or after the giving of any notice of the termination of this License Agreement, shall reinstate, continue or extend the Term or affect any notice theretofore given to Licensee, or operate as a waiver of the right of Parks to enforce the payment of fees payable by Licensee hereunder or thereafter falling due, or operate as a waiver of the right of Parks to recover possession of the Licensed Premises by proper remedy. After the service of notice to terminate this License Agreement or the commencement of any suit or summary proceedings or after a final order or judgment for the possession of the Licensed Premises, Parks may demand, receive and collect any moneys due or thereafter falling due without in any manner affecting the notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of the use and occupation of the Licensed Premises or, at the election of Parks, on account of Licensee's liability hereunder.

3.11 In the event this License Agreement is terminated, Parks will not reimburse Licensee's unamortized capital improvement cost.

4. PAYMENT TO CITY

4.1 Licensee shall make payments to the City for each Operating Year, consisting of the fee structure as set forth below:

YEAR	ANNUAL MINIMUM FEE	vs. ANNUAL PERCENTAGE OF GROSS RECEIPTS
1	\$0	20% of admissions and ice skate rentals, 2% of food, and 10% of ice rink rental on any Gross Receipts over \$100,000
2	\$0	20% of admissions and ice skate rentals, 2% of food, and 10% of ice rental on any Gross Receipts over \$100,000
3	\$0	20% of admissions and ice skate rentals, 2% of food, and 10% of ice rink rental on any Gross Receipts over \$100,000

4	\$0	20% of admissions and ice skate rentals, 2% of food, and 10% of ice rink rental on any Gross Receipts over \$100,000
5	\$0	20% of admissions and ice skate rentals, 2% of food, and 10% of ice rink rental on any Gross Receipts over \$100,000
Option Year 1	\$0	20% of admissions and ice skate rentals, 2% of food, and 10% of ice rink rental on any Gross Receipts over \$100,000
Option Year 2	\$0	20% of admissions and ice skate rentals, 2% of food, and 10% of ice rink rental on any Gross Receipts over \$100,000

4.2 Percentages of Gross Receipts shall be paid to the City on or before the thirtieth (30th) day of each Operating Year for the prior year's Gross Receipts.

4.3 Late charges shall be assessed on any payment that is overdue for more than ten days. In the event that payment of any License fees, percentage fees or any other charges shall become overdue for ten days following the date on which such fees are due and payable as provided in this License, a late charge of two percent (2%) per month on the sums so overdue (computed on a thirty day month) from the date they were due and payable shall become immediately due and payable to Parks as liquidated damages for the administrative cost and expenses incurred by Parks by reason of Licensee's failure to make prompt payment, and said late charges shall be payable by Licensee without notice or demand. For example, a monthly payment, in the amount of \$1,000.00, due on the 1st day of the month must be received no later than the 10th day of the month. If no payment is received, a 2% late charge in the amount of \$20.00 will be assessed on the 11th day of the month. If such late fee(s) and all arrearages (including prior two percent (2%) charges) are not paid in full by the 10th day of the month following the month in which it shall be due, or is already past due, an additional charge of two percent (2%) of the total of such fee and arrears shall be added thereto and shall be payable and collectable with the next monthly license fee installment. Failure to abide by the terms of this Article shall be presumed to be a failure to substantially comply with the terms, conditions and covenants of this License Agreement and shall be a default hereunder. No failure by Commissioner to bill Licensee for late charges shall constitute a waiver by Commissioner of such late charges or the right to enforce the provisions of this Article. If any local, state or federal law or regulation which limits the rate of interest which can be charged pursuant to this Article is enacted, the rate of interest set forth in this Article shall not exceed the maximum rate permitted under such law or regulation.

4.4 (a) Upon affixing its signature to this License, Licensee shall deposit with the City the amount of Twenty-One Thousand Two Hundred and Fifty Dollars (\$21,250) as its security deposit ("Security Deposit"). The Security Deposit may be in the form of an interest-bearing instrument or other format approved by Parks. In the event the Security Deposit is in the form of an interest-bearing instrument, Licensee may collect or receive any interest earned on such instrument. The Security Deposit shall be held by the City as security for the full, faithful and prompt performance of and compliance with each and every term and condition of this License to be observed and

performed by the Licensee. The Security Deposit shall remain with the City throughout the Term of this License.

(b) The City shall not be obligated to place or to keep cash deposited hereunder in interest-bearing bank accounts.

(c) If any fees or other charges or sums payable by Licensee to the City shall be overdue and unpaid or should the City make payments on behalf of the Licensee, or should the Licensee fail to perform any of the terms of this License, including but not limited to the completion of the minimum capital improvement requirement as set forth in Section 6.1, then Parks may, at its option, and without prejudice to any other remedy which the City may have on account thereof, after ten days' notice, appropriate and apply the Security Deposit or as much thereof as may be necessary to compensate the City toward the payment of License fees, late charges, liquidated damages or other sums due from the Licensee or towards any loss, damage or expense sustained by the City resulting from such default on the part of Licensee. In such event, the Licensee shall restore the Security Deposit to the original sum deposited within five (5) business days after written demand therefor. In the event Licensee shall fully and faithfully comply with all of the terms, covenants and conditions of this License and pay all License fees and other charges and sums payable by Licensee to the City, the Security Deposit shall be returned to Licensee upon the surrender of the Licensed Premises by the Licensee in compliance with the provisions of this License.

4.5 (a) On or before the thirtieth (30th) day following each month of each Operating Year, Licensee shall submit to Parks, in a form annexed hereto as **Exhibit B** or other form satisfactory to Parks, a statement of Gross Receipts, signed and verified to be true and correct by an officer of Licensee, reporting any Gross Receipts generated under this License Agreement during the preceding month. Each of the reports of Gross Receipts shall report Gross Receipts generated at the Licensed Premises in the following categories:

Admissions	Gross Receipts from rates and charges for use of the Licensed Premises, including the actual numbers of patrons admitted for ice skating and spectator fee
Gift Cards	Gross Receipts from the sale of any gift cards redeemable at the Licensed Premises (which shall be appropriately accounted for in order to avoid any duplicate revenue recognition)
Ice skate rental	Gross Receipts from rates and charges for use of ice skates provided by Licensee
Ice rink rental	Gross Receipts from rates and charges for use of ice rink for hockey, figure skating and other rentals
Food and Beverage	Gross Receipts from the sale of any and all food and beverage at the Licensed Premises;

(b) In addition to the categories above, Licensee shall include in the monthly statements of Gross Receipts, qualitative and quantitative information regarding free and/or low-cost

programming as well as any other charitable benefits or services related to the food service operation or general operations at the Licensed Premises. Parks reserves the right to request additional types of information to be included in the Gross Receipts reports.

(c) Licensee shall indicate on its statement of Gross Receipts whether or not these amounts are inclusive of sales tax collected.

(d) 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 (if applicable), may be deducted from Gross Receipts or from the compensation due under this License. The Licensee may not deduct fees paid for credit card transactions from monthly statements of Gross Receipts.

4.6 On or before the sixtieth (60th) day following the end of each Operating Year, Licensee shall submit to Parks a detailed income and expense statement pertaining to operations under this License, signed and verified by an officer of Licensee. The reports referenced in the preceding sentence shall be in a format approved by Parks.

4.7 (a) Licensee, during the Term of this License, shall maintain, and shall cause any sublicensee to maintain, a revenue control system to ensure the accurate and complete recording of all revenues, in a form and manner 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. Regarding Licensee's Special Events, Licensee must also document each of Licensee's Special Events 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. Licensee shall also establish a dedicated bank account for all deposits related to this concession's generated revenue. 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. 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.

(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 at any time 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) The failure or refusal of the Licensee to furnish any of the statements required to be furnished under this Article within thirty (30) days after its due date, the failure or refusal of the Licensee to maintain adequate internal controls or to keep any of the records as reasonably required by this Article, or the existence of any unexplained discrepancy in the amount of fees required to

be due and paid hereunder, as disclosed by audit conducted by Parks and/or the Comptroller, of more than five percent (5%) in any two (2) out of three (3) consecutive months or more than ten percent (10%) in one month, shall be presumed to be a failure to substantially comply with the terms and conditions of this License and in the event similar discrepancies occur again it shall be considered a default hereunder, which shall entitle Parks, at its option, to terminate this License. In addition, the failure or refusal of Licensee to furnish the required statements, to keep the required records or to maintain adequate internal controls shall authorize Parks and/or the Comptroller to make reasonable projections of the amount of Gross Receipts which would have been disclosed had the required statements been furnished or the required records maintained, based upon such extrinsic factors as the auditors deem appropriate in making such projections. With respect to audits or other reviews conducted by Parks pertaining to the calculation of percentage of Gross Receipts payments during a period with missing or lost records, Parks may, at its sole discretion, use the highest grossing month over the past five (5) years (multiplied by the applicable CPI) to replace any missing monthly records, provided that the prior year's month is the same month for which records are missing. For example, if April 2027's Gross Receipts are missing and the highest April Gross Receipts occurred in April 2024, then April 2027's "revised" Gross Receipts shall be calculated using April 2024's figures multiplied by the applicable CPI increases during that period. Licensee shall pay any assessment based upon such reasonable projections by Parks or the Comptroller within fifteen (15) days after receipt thereof, and the failure to do so shall constitute an additional substantial violation of this License and a default hereunder.

4.8 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 4.1 through 4.7 hereinabove, Licensee may be subject to a charge of five hundred dollars and zero cents (\$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.

4.9 License fees shall be made payable to the City of New York Department of Parks & Recreation and delivered or mailed in time to arrive by the due date at the following address:

City of New York Department of Parks & Recreation
Concessions Unit
The Arsenal - Room 407
830 Fifth Avenue
New York, NY 10065

5. RIGHT TO AUDIT

5.1 Parks, the Comptroller, and other duly authorized representatives of the City shall have the right to examine or audit the records, books of account and data of the Licensee for the purpose of examination, audit, review or any purpose they deem necessary. Licensee shall also permit the inspection by Parks, Comptroller or other duly authorized representatives of the City of any equipment used by Licensee, including, but not limited to, cash registers and recording machines, and all reports or data generated from or by the equipment. Licensee shall cooperate fully and assist Parks, the Comptroller or any other duly authorized representative of the City in any

examination or audit thereof. In the event that the Licensee's books and records, including supporting documentation, are situated at a location fifty (50) miles or more from the City, the records must be brought to the City for examination and audit or Licensee must pay the food, board and travel costs incidental to two (2) auditors conducting such examination or audit at said location.

5.2 The failure or refusal of the Licensee to permit Parks, the Comptroller, or any other duly authorized representative of the City to audit and examine the Licensee's records, books of account and data or the interference in any way by the Licensee in such an audit or examination is presumed to be a failure to substantially comply with the terms and conditions of this License and a default hereunder which shall entitle Parks to terminate this License.

5.3 Notwithstanding the foregoing, the parties hereto acknowledge and agree that the powers, duties, and obligations of the Comptroller pursuant to the provisions of the New York City Charter shall not be diminished, compromised or abridged in any way.

6. Intentionally Omitted

7. ALTERATIONS

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

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

(i) Obtain Commissioner's written approval (which shall not be unreasonably withheld) 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 Commissioner of completion of, and the making final payment for, any Alteration within ten days after the occurrence of said completion or final payment.

(c) Commissioner may, in the Commissioner's discretion, make repairs, alterations, decorations, additions or improvements to Licensed Premises at the City's expense, but nothing herein shall be deemed to obligate or require 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.

8. FIXED AND EXPENDABLE EQUIPMENT

8.1 Licensee shall, at its sole cost and expense and to the reasonable satisfaction of the Commissioner, provide, and replace 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, except for the equipment and materials specified in **Exhibit D**.

8.2 City has title to all Fixed Equipment on the Premises as of the date of 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, at the termination or expiration of this License, the Licensee shall, at its sole cost and expense and to the satisfaction of 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 this License Agreement.

8.3 Licensee shall supply at its own cost and expense all Expendable Equipment required for the proper operation of this License, including, but not limited to, personal kitchen equipment, tables and chairs, and office furniture, 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.

8.4 Licensee must acquire, replace or repair, install or affix, at its sole cost and expense, any equipment, materials and supplies required for the proper operation of the Licensed Premises as described herein or as reasonably required by Commissioner.

8.5 Title to all Expendable Equipment obtained by Licensee (other than that applied toward Capital Improvements) shall remain in Licensee and such equipment shall be removed by Licensee at the termination or expiration of this License. In the event such equipment remains in the Licensed Premises following such termination or expiration, Commissioner may treat such property as abandoned and charge all costs and expenses incurred in the removal thereof to Licensee.

8.6 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."

8.7 The equipment to be removed by Licensee pursuant to this License Agreement shall be removed from the Licensed Premises in such a way as shall cause no damage to the Licensed Premises. 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.

9. UTILITIES

9.1 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, as needed, and obtain the appropriate permits and approvals. This may include establishing a dedicated meter and/or submeter that captures electricity usage on the Licensed Premises and an account with Con Edison (or other relevant providers) as appropriate. Licensee will be required to pay for any and all utility costs connected with its operations at the

Licensed Premises during the Term. These utility costs include, but are not limited to, paying all water and sewer charges that DEP assesses for water usage. Licensee shall adhere to all DEP directives and restrictions regarding drought and water conservation issues during the Term. Licensee is strictly prohibited from unauthorized use of utilities used, operated, or owned by the City, without the prior written approval of Parks.

10. OPERATIONS

10.1 (a) (i) Licensee, at its sole cost and expense, shall operate the Licensed Premises as an ice skating rink, 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. Licensee may only operate at the Licensed Premises during the Ice Skating Season and only when the park in which the Licensed Premises is located is open. All hours of operation are subject to Parks' prior written approval. At minimum, Licensee shall operate the Licensed Premises for general session public skating during the Ice Skating Season in accordance with the following minimum required operating schedule, unless otherwise approved by Parks: Fridays from 4:00 pm to 10:00 pm, Saturdays from 12:30 pm to 10:00 pm, and Sundays from 12:30 pm to 4:30 pm. Licensee may operate from Monday through Thursday. All services, menu items and merchandise and all rates, fees and prices to be charged by Licensee must also be approved in advance in writing by Parks. Annexed hereto as **Exhibit C** is the Schedule of Approved Hours and Rates, Fees and Prices for the commencement of operations hereunder. At its sole discretion, but based upon written request from Licensee, Parks may allow changes to Licensee's approved operating hours and/or schedule. If the request is granted by the Commissioner, Licensee will continue to be responsible for all other obligations under this License Agreement, including the payment of all License fees.

(ii) The Rink must utilize a traditional ice-skating rink surface and not a synthetic ice-skating surface.

(iii) Licensee must provide all equipment necessary for the successful operation of the Rink, which may include, but is not limited to, ancillary items to make and maintain ice, a Zamboni or other equivalent ice resurfacing machine, rubber, and other support and expendable equipment during the Ice Skating Season. All chemicals used for ice making must be removed, handled, stored, and disposed of in compliance with all applicable City, State and Federal environmental rules, regulations, and guidelines. All chemicals are DPR responsibility.

(iv) During the Ice Skating Season Licensee may provide sports instruction at the Licensed Premises. All instructors must have training and experience in sports instruction, meeting standards that are satisfactory to Parks.

(v) Licensee may charge higher non-NYC resident fees upon Parks' prior written approval. Licensee may also offer reduced rates for senior citizens, youth, and students. Additionally, Licensee is encouraged to accommodate school groups during the day at reduced rates.

(vi) Licensee shall work with Parks to allow for up to six (6) hours per week of free youth initiation clinics and programs. The clinics and programs will be between the hours of 4pm and 8pm, Monday through Friday, during each Ice Skating Season of the Term, unless otherwise approved by Parks. Licensee will be required to assist in the promotion of these clinics and programs. Licensee will also be required to provide general session public skating during each Ice Skating Season.

(vii) During the Ice Skating Season, Licensee may install temporary structures at the Licensed Premises including, but not limited to, tents, canopies, and bleachers. Licensee, at its sole expense, will be responsible for any installation, removal, storage, and obtaining and maintaining all required permits for any temporary structures installed at the Licensed Premises. The use of, design, and color of any temporary structures shall be subject to the prior written approval of Parks.

(viii) During the Ice Skating Season, at Parks' direction, Licensee must operate a skate rental facility at the Licensed Premises. All equipment to be rented from the skate rental and facility, and the proposed prices of those items, are subject to Parks' prior, written approval.

(b) Licensee shall comply with all national safety guidelines and Federal, State, and City laws, rules and regulations related to the, operation, and maintenance of the Licensed Premises. Licensee shall, throughout each Operating Year during the Term, take all measures necessary to provide a safe environment for the public at the Licensed Premises.

(c) During the Ice Skating Season, Licensee may provide food service at the Licensed Premises through the existing snack bar and through vending machines. Licensee must operate and maintain the snack bar at a high standard of quality. Licensee shall provide all equipment necessary for the operation of the snack bar. Licensee shall maintain an adequate inventory to assure a constant supply of food and beverages.

(d) 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. 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. The food service facility is subject to DOHMH letter grading program.

(e) The selling and/or advertisement of alcohol, cigarettes or non-tobacco smoking products, electronic cigarettes, cigars, or any other tobacco products is strictly prohibited. Licensee shall adhere to and enforce this policy.

(f) Licensee may place tables and chairs inside the circular building at the Licensed Premises. The design, color, placement, and number of all tables and chairs are subject to Parks' prior written approval.

(g) Licensee may operate a pro shop in the clubhouse at the Licensed Premises for the sale of merchandise, supplies, and equipment. If Licensee chooses to operate a pro shop, it must be housed in a temporary structure, such as, but not limited to, a kiosk, container, or mobile cart. The exact location and size of the pro shop, as well as the merchandise to be sold and the proposed prices of the item sold at the pro shop are subject to Parks' prior written approval. With respect to the sale of merchandise at the Licensed Premises, Licensee recognizes that the City is the trademark owner of various marks and has licensed the use of those trademarks for use on certain designated merchandise. If Licensee wants to sell merchandise that uses the City's trademarks, Licensee must purchase that merchandise from authorized licensees of the City. At Parks' request, Licensee shall sell Parks related merchandise produced by vendors authorized by the City of New York Parks will not permit the sale of merchandise promoting musicians, entertainers, sports figures, cartoon characters, commercial products or non-park-related events. The knowing sale of counterfeit or unlicensed merchandise at the Licensed Premises will result in the immediate termination of this License Agreement and forfeiture of the Security Deposit.

(h) With Parks' prior written approval (which shall not be unreasonably withheld), Licensee may install or have installed vending machines at the Licensed Premises for snack and beverage service. A maximum of two (2) vending machines may be placed inside the Licensed Premises. In the event that Licensee places vending machines at the Licensed Premises, Licensee will be required to comply with the Citywide Beverage Vending Machines Standards and Standards for Food Vending Machines, attached hereto as **Exhibits F-1 and F-2** respectively. Licensee shall remove any vending machine at the direction of the Commissioner. In addition, the beverage and/or food standards may be changed during the Term of the License. In the event that Licensee installs vending machines on the Licensed Premises, the Licensee will be required to comply with any new and/or changed food or beverage standards in the operation of all vending machines at the Licensed Premises. Notwithstanding the foregoing, if the implementation of such new or changed standards will result in a material adverse effect on Licensee's costs, upon submission to Parks of documentation satisfactory to Parks demonstrating such effect, Licensee and Parks may amend this License as agreed between Parks and Licensee. If Licensee fails to comply with any new and/or changed food or beverage standards, as directed by Parks, Licensee shall remove any vending machines on the Licensed Premises.

(i) Licensee may not sell single-use plastic beverage bottles with capacity less than twenty-one fluid ounces (21 fl. oz.) at the Licensed Premises.

10.2 Licensee shall, at its sole cost and expense, print, frame, and prominently display in a place and manner designated by Commissioner, the approved schedule of operating days and hours and rates, fees, and prices in **Exhibit C** for the commencement of operations hereunder.

10.3 (a) Smoking of any tobacco product, non-tobacco smoking product, or the use of electronic cigarettes is strictly prohibited at the Licensed Premises, except in parking lots or on sidewalks along the park perimeter. Licensee shall adhere to and enforce this policy.

(b) Additionally, Licensee shall not use in its operations any polystyrene packaging or food containers.

(c) 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.

(d) Licensee shall adhere to and enforce the prohibitions contained in this Section 10.3.

10.4 (a) 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, (including amendments thereto) that may be required to operate the Licensed Premises in accordance with applicable law, including any necessary Licensee shall at all times operate the Licensed Premises in accordance with the provisions of any required licenses or permits. In the event that, at the

(b) Parks shall provide Licensee with any necessary Certificate(s) of Occupancy and public assembly permit(s).

10.5 An officer or member of the Licensee shall personally operate this License or employ an operations manager at the Licensed Premises. A member of the Licensee or manager must be available by telephone during all hours of operation, and Licensee shall continuously notify the Commissioner and the Parks Enforcement Patrol (“PEP”) Communications Division of a 24-hour cellular telephone number through which Parks may contact the manager or officer in the event of an emergency. Licensee shall replace any manager, officer, employee, subcontractor or sublicensee whenever requested by Commissioner.

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

10.7 Licensee shall, at its sole cost and expense, 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 at the Licensed Premises.

10.8 Pursuant to a plan approved in writing by Parks, Licensee shall, at its sole cost and expense, be responsible for all security at the Licensed Premises year-round. Licensee shall secure the Licensed Premises and any equipment every evening.

10.9 Licensee shall promptly notify Parks within twenty-four (24) hours, in writing, of any major accidents, unusual incidents, claim for injury, death, property damage, or theft which shall be asserted against Licensee with respect to the Licensed Premises. Licensee shall also designate a person to handle all such claims, including all insured claims for loss or damage pertaining to

the operations of the Licensed Premises, and Licensee shall notify Parks in writing as to said person's name and address.

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

10.11 Licensee shall maintain close liaison with PEP, the New York City Police Department (NYPD), and other police officials, and shall reasonably cooperate with all efforts to remove illegal vendors from the Licensed Premises and adjacent areas. Licensee shall use its best efforts to prevent illegal activity on the Licensed Premises.

10.12 (a) Licensee may establish an advertising and promotion program, subject to Parks' prior written approval. Licensee and any sublicensee 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. Licensee and any sublicensee may release news items to the media as they see fit. If the Commissioner in the Commissioner's discretion, however, determines any advertising or other releases to be unacceptable, then Licensee shall, and/or shall cause such sublicensee (as applicable) to, cease or alter such advertisements or releases as directed by the Commissioner. The Commissioner shall have prior approval as to design and distribution of all advertising and promotional materials.

(b) All advertising by third parties holding events at the Licensed Premises must be approved in advance in writing by Parks. Any failure to submit such advertising to Parks for pre-approval at least fourteen (14) days in advance of such event may result in the immediate cancellation of the event.

(c) 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. Signage shall also comply with ADA standards.

10.13 Under no circumstances shall Licensee be permitted to place advertisements on the exterior of its Concession area or on any building or structure at the Licensed Premises. Licensee is prohibited from displaying, placing, or permitting the placement of advertisements in the Licensed Premises and on umbrellas without the prior written approval of Parks. The display or placement of advertising for tobacco products, non-tobacco smoking products, or electronic cigarettes shall not be permitted. The display or placement of advertising of alcoholic beverages shall not be permitted. If advertising is allowed, the following standards will apply: Any type of advertising which is false or misleading, which promotes unlawful or illegal goods, services, or activities, or which is otherwise unlawful, including but not limited to advertising that constitutes the public display of offensive sexual material in violation of Penal Law Section 245.11, shall be prohibited. Licensee shall not advertise any product brands without Parks' prior written approval. Any prohibited material displayed or placed shall be immediately removed by Licensee upon

notice from Parks at Licensee's sole cost and expense. Any and all signage is subject to Parks' prior written approval. The design and placement of all signage posted at the Licensed Premises, including any signage which includes Licensee's name, trade name(s) or logo(s), shall be subject to Parks' prior written approval, shall be appropriately located, and shall state that the Licensed Premises are a New York City Department of Parks & Recreation concession operated by Licensee. Signage shall also comply with ADA standards. A sample of each new sign shall be sent for Parks' approval to Parks' Concessions Unit, The Arsenal, Central Park, 830 Fifth Avenue, New York, NY 10065. Any prohibited material displayed or placed shall be immediately removed by Licensee upon notice from Parks, at Licensee's sole cost and expense.

10.14 Intentionally Omitted

10.15 Licensee must obtain the prior written approval of Parks prior to entering into any marketing or sponsorship agreement. In the event Licensee breaches this provision, Licensee shall take any action that the City may deem necessary to protect the City's interests.

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

10.17 Should Commissioner, in Commissioner's sole judgment, determine that an unsafe or emergency condition exists on the Licensed Premises, after written notification, Licensee shall have twenty-four (24) hours to correct such unsafe or emergency condition. During any period where the Commissioner determines that an unsafe or emergency condition exists on the Licensed Premises then the Commissioner may require a partial or complete suspension of operation in the area affected by the unsafe or emergency condition. If Licensee believes that such unsafe or emergency condition cannot be corrected within said period of time, the Licensee shall notify the Commissioner in writing and indicate the period within which such condition shall be corrected. Commissioner, in Commissioner's sole discretion, may then extend such period of time in order to permit Licensee to cure, under such terms and conditions as appropriate.

10.18 This License may be suspended in full or in part with written notice from Parks specifying the reason for such suspension. Such suspension shall be immediately effective upon the mailing, facsimile or hand delivery thereof. In the event of such notice, Licensee shall cease operations to the extent required by the notice. Licensee may propose and submit for the Commissioner's approval a plan to equitably address the impact of the closure. Parks, the City, and their officials, employees, and agents shall not be liable for damages to Licensee in the event that operations under this License are fully or partially suspended.

10.19 Except for properly stored gasoline, 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.

10.20 Licensee shall operate the Licensed Premises in accordance with all applicable Fire Department Codes.

10.21

Parks' inspectors shall visit the Licensed Premises unannounced to inspect operations, ensure proper maintenance of the Licensed Premises and determine whether or not Licensee is in compliance with the terms of this License Agreement. Based on their inspections, Parks may issue directives regarding deficiencies the Licensee shall rectify in a timely fashion. Violations of the terms and conditions of this License may also result in the assessment of liquidated damages which, if not paid promptly, may be deducted from Licensee's Security Deposit. If Licensee fails to provide the cleaning, maintenance, and operational services required by this License Agreement, 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 timeframe set forth in the notice, Parks may, at its option, in addition to any other remedies available to it, assess liquidated damages and/or suspend or terminate this License Agreement. Parks may impose a \$250 administrative fee for reinstatement of a suspended license. Liquidated damages may be assessed in accordance with the following schedule:

Provision	Liquidated Damages per Occurrence
Unauthorized Menu Items or Merchandise	\$150
Missing or Unauthorized Price List	\$250
Overcharging	\$350
Blocked Exits	\$350
Improper Disposal (noxious liquids, debris, etc.)	\$350
Expanding	\$350
Graffiti, Dirty Facility, or Restroom not maintained	\$350
Unauthorized tapping into utilities used, operated or owned by the City	\$350
Unauthorized Vehicular Activity	\$350
Unauthorized Advertising	\$350
Improper Storage	\$350
Operating without applicable permit(s) or license(s)	\$350
311 sign not displayed	\$250
Equipment or Structures/ Obviously Damaged or in Poor Repair	\$350
Failure to comply with applicable vending machine standards	\$250

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:

1. Filing an Appeal

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

2. Adjudication of Appeal

- A. 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 the final decision of Parks.
- B. 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.

10.22 Licensee recognizes 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 Licensee to report illegal vendors by calling 311.

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

10.24 Licensee shall have a sufficient number of staff available at the Licensed Premises during regular operating hours to ensure proper operation of the concession. Parks reserves the right to require that all staff wear uniforms that have been approved in writing by Parks. A copy of Licensee's staffing plan shall be provided by Licensee to Parks upon receipt of written Notice to Proceed.

10.25 Licensee shall be responsible for providing safe lighting throughout the Licensed Premises..

10.26 Licensee shall comply with all laws, rules and regulations of appropriate agencies, including DEP, regarding noise levels, and Licensee shall be responsible for payment of any and all fees or royalties to the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music, Inc. (BMI), or such other entity as they may require for such music or music programming. Licensee may operate and play sound equipment and music only at a sound level reasonably acceptable to the Commissioner. Any musical programming or other types of entertainment must be approved in advance in writing by Parks. **All outdoor amplified sound must end no later than 10pm.**

10.27 Licensee shall provide reasonable means for measuring the satisfaction of its customers. Evaluation of customer satisfaction mechanism, includes, but not limited to, providing feedback cards to guest in check presenters; feedback forms online/website; e-mail and online surveys; mystery shoppers; social media; and direct guest feedback.

10.28 Licensee shall comply with the Earned Safe and Sick Time Act, also known as the Paid Safe and Sick Leave Law, as a licensee of the City of New York as set forth in the Paid Safe and Sick Leave Law Concession Agreement Rider annexed hereto as **Exhibit E**.

10.29 Licensee agrees to work in good faith to support Parks efforts to advance Parks-approved volunteering events and programming at or near the Licensed Premises. Parks' Concession Unit will coordinate these activities with the licensee.

10.30 Environmental Considerations:

(a) Water Conservation

- (i) Licensee shall install and utilize low water consumption toilets and sinks in bathrooms.
- (ii) Licensee shall plant shrubs, plants, and flowers throughout the facility that are low water tolerant species.
- (iii) Licensee shall water very conservatively and not during peak evaporation times.

(b) Energy Consumption and Paper Waste

- (i) Licensee shall turn off equipment when it's not being used.
- (ii) Licensee shall utilize eco-friendly cleaning supplies including eco-friendly toilet paper, paper towels, cleaning soaps and compostable trash can liners.
- (iii) Licensee shall continue to reduce single use plastics and offer paper straws. Licensee shall use supply cooler bags to be returned to the snack shops to eliminate single use bags. Licensee shall seek to eliminate more single use plastics over time,

encourage customers to bring their own refillable water bottles and offer the opportunity to fill up their own bottles with coolers on the golf course.

(c) Other Environmental Considerations

- (i) Licensee shall use “Green Seal” eco-friendly products throughout the facility, including installing energy efficient compact fluorescent light bulbs throughout the facility.
- (ii) Licensee shall recycle all cans, bottles, and glassware, and, train all staff in environmentally friendly food service practices.
- (iii) Licensee shall continue to follow I.P.M (Integrated Pest Management) in all operations.

10.31

There is limited parking (four spaces) for Licensee’s staff only at the east side of the Licensed Premises. There is no parking available for patrons on the Licensed Premises. Parking for patrons is available off the Licensed Premises along the street. Licensee is responsible for ensuring that the number, placement and specifications of all accessible spaces for Licensee’s staff parking on the Licensed Premises complies with ADA guidelines as well as with all City, State, and Federal regulations, including striping and signage specifications.

10.32 Licensee must provide Americans with Disabilities Act (“ADA”) accessibility throughout the Licensed Premises

11. MAINTENANCE, SANITATION AND REPAIRS

11.1 (a) Licensee shall, at its sole cost and expense (or through arrangements with third parties), operate the Licensed Premises in good and safe condition and in accordance with industry standards. In addition, Licensee must keep all signs and structures on the Licensed Premises in good condition and free of graffiti. The erecting of any ancillary structures at the Licensed Premises shall be subject to Parks’ prior written approval.

11.2 Licensee shall maintain the Licensed Premises to the satisfaction of the Commissioner. All such maintenance shall be performed by Licensee in a good and worker-like manner. In part to secure Licensee's obligation to maintain and repair the Licensed Premises, Licensee shall provide Parks with a Security Deposit as provided in Section 4.4(a).

11.4 At Parks’ request, Licensee shall conduct site inspections at the Licensed Premises with a representative of Parks. Such inspections shall assess the condition of the Licensed Premises and all Fixed and Additional Fixed Equipment therein and determine the nature and extent of repairs to be performed by Licensee. Licensee shall make all necessary repairs during the Term.

11.5 During the Ice Skating Season, Licensee shall be responsible for, at its sole cost and expense, clean-up and removal of all snow, waste, garbage, refuse, rubbish and litter from the Licensed Premises and the area within fifty (50) feet of the Licensed Premises. Licensee shall provide adequate and easily accessible waste and recycling receptacles, approved by Parks, and have these receptacles emptied on a daily basis and removed by a private carter. The location and placement of all waste and recycling receptacles is subject to Parks' prior written approval, which shall not be unreasonably withheld. Licensee shall comply with all City, State, and Federal regulations regarding recycling. In addition, Licensee shall demonstrate to Parks' satisfaction, through a detailed maintenance plan, that it will keep and maintain the Licensed Premises in excellent condition throughout the Term.

11.6 At the expiration or sooner termination of this License, Licensee shall turn over the Licensed Premises and the Fixed and Additional Fixed Equipment to Parks in a well-maintained state and in good repair, ordinary wear and tear excepted.

11.7 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 hereof. Such graffiti removal shall be commenced promptly after the appearance of any such graffiti and shall continue until such graffiti is removed.

11.8 Licensee shall conduct regular pest control inspections and extermination, as needed. Under no circumstances may Licensee use a baiting system for pest control or extermination. 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. Licensee shall adhere to all rules and regulations established by the New York City Administrative Code, the NYSDEC, and the US EPA concerning pesticide usage. All pesticide applications must be performed by licensed pesticide applicators, adhering to the principles and practices of an Integrated Pest Management (IPM) approach as defined by the US EPA.

11.9 For any vehicle fuel dispensing tanks or underground heating oil storage tanks over 1,100-gallon capacity, Licensee shall maintain up-to-date Petroleum Bulk Storage ("PBS") registrations with the New York State Department of Environmental Conservation ("NYSDEC") and register such tanks with the DEP. Licensee shall assume all registration and update costs. Licensee shall keep a copy of the PBS Certificate on site and provide copies to Parks 5-Boro Office on Randall's Island, New York. Licensee shall perform or have performed a tightness test conducted at least once every five years, and shall comply with Parks' monitoring leak detection checklists for the tank(s) and all other legal requirements. Any changes, removals or additions of tanks must be pre-approved by Parks.

11.10 During the ice skating season, Licensee shall be responsible for cleaning and maintaining any restrooms at the Licensed Premises.

11.11 Licensee is prohibited from cutting down, pruning, or removing any trees at the Licensed Premises without prior written approval from Parks. Licensee shall report dead and diseased trees to Parks and upon Parks' request Licensee will remove them.

12. APPROVALS

12.1 Licensee is solely responsible for obtaining all government approvals, permits, and licenses required by Federal, State and City laws, regulations, rules and orders to fulfill this License, except for any Certificate(s) of Occupancy and public assembly permit(s).

12.2 Whenever any act, consent, approval or permission is required of the City, Parks or the Commissioner under this License, the same shall be valid only if it is, in each instance, in writing and signed by Commissioner or the Commissioner's duly authorized representative. No variance, alteration, amendment, or modification of this instrument shall be valid or binding upon the City, Parks, 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.

13. RESERVATION FOR SPECIAL EVENTS

13.1 (a) For the purposes of this Section 13 the term "Parks' Special Event(s)" shall mean any event at the Licensed Premises for which Parks has issued a Special Event Permit. Licensee shall cooperate with Parks in connection with Parks' Special Events and unanticipated events and emergencies at the Licensed Premises. Commissioner represents to Licensee that the Commissioner has not, as of the date hereof, granted to any other person or entity any license, permit, or right of possession or use which would prevent in any way Licensee from performing its obligations and realizing its rights under this License. It is expressly understood that this Section 13 shall in no way limit Parks' right to sponsor or promote Parks' Special Events, as defined herein, at the Licensed Premises, or to enter into agreements with third parties to sponsor or promote such events, provided that Parks will use its reasonable efforts to ensure that such third parties will be responsible for maintenance and clean-up associated with any such Parks' Special Event.

(b) Parks, acting on behalf of the City, reserves the right to host up to two (2) annual events, without cost to Parks (except as explicitly set forth herein), at the Licensed Premises, including benefits, tournaments, and other non-profit or public events. The dates of such events shall be mutually agreed upon by both Parties and shall be reserved in writing not less than one month in advance. During any such Parks Special Event, Licensee shall be obligated to operate the entire Licensed Premises without cost to Parks, however the City will pay for Licensee's costs for food and beverage items. Such costs for Parks Special Events must be reported to Parks, but may be excluded from calculation of Gross Receipts.

(c) Up to three times a year, Parks may request, and Licensee shall be required to provide, non-exclusive use of the Rink at the Licensed Premises by way of free access to the Rink for up to 25 attendees, and provide skate rentals at no cost to Parks.

13.2 (a) Subject to prior written approval from Parks, Licensee may conduct special events or programs (e.g., either arranged by Licensee or by reservation of all or part of the Licensed Premises through Licensee by third parties) at the Licensed Premises. Any ticketed (including, but not limited to, payment of a fee at the door) events also require prior written approval from Parks at the Licensed Premises.

(b) Licensee shall submit to Parks for approval, with such supporting documentation as Parks shall require, all plans for any Licensee's Special Events at the Licensed Premises. In no event shall the entire Licensed Premises be closed to conduct private activities during public hours of use except when such activities are specifically approved by Parks in advance in writing or sponsored by Parks, and such a closure has been announced to the public at least two (2) weeks in advance of such activities or events. Licensee must document each of Licensee's Special Events 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. All revenue generated through such Special Events must be reported to Parks as Gross Receipts. Notwithstanding anything to the contrary in this Section 2.1(m), Parks reserves the right to review Licensee's use of the Licensed Premises for Licensee's Special Events and require that Licensee obtain Parks' prior written approval for all Licensee's Special Events, of any type, if, in the reasonable determination of the Commissioner, the nature and frequency of Licensee's Special Events constitutes an unreasonable limitation on the use and enjoyment of the Licensed Premises by the general public.

14. PROHIBITION AGAINST TRANSFER; ASSIGNMENTS AND SUBLICENSES

14.1 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 consent, allow or permit any other person or party to use any part of the Licensed Premises, 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.

Should Licensee choose to assign or sublicense the management and operation of any element of the Licensed Premises to another party, Licensee shall seek the approval of the Commissioner by submitting a written request including proposed assignment or sublicense documents as provided herein. All sublicensees shall be subject to the same internal control requirements as the licensee. All terms and conditions of sublicense agreements and operations, including payment to the City, are subject to Parks' proper written approval. The Commissioner may request any additional information the Commissioner deems necessary and Licensee shall promptly comply with such requests.

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 the 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.

14.2 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 (10%) or more of the stock or voting control of Licensee in the Licensed Premises without the prior written consent of Commissioner. 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 Licensed Premises. The constraints contained herein are intended to assure the City that the Licensed Premises are operated by persons, firms and corporations which are experienced and reputable operators and are not intended to diminish Licensee's interest in the Licensed Premises. Parks reserves the right to require payment of a reasonable transfer fee as a condition of the granting of any required consent or approval.

14.3 No consent to or approval of any assignment or sublicense granted pursuant to this Section 14 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.

14.4 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. 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 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 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 as set forth in Section 19 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.

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

15. PARKS CONSTRUCTION

15.1 Parks reserves the right to perform safety, maintenance or construction work deemed necessary by Commissioner in the Commissioner's sole discretion at or throughout the Licensed Premises at any time during the Term. Licensee agrees to cooperate with Parks to accommodate any such work by Parks and provide public and construction access through the Licensed Premises as deemed necessary by the Commissioner. Parks shall use its reasonable efforts to give Licensee at least one (1) week's notice of any such work and not to interfere substantially with Licensee's operations or use of the Licensed Premises. Parks may temporarily close a part or all of the Licensed Premises for a Parks purpose as determined by the Commissioner. In the event that Licensee must close the Licensed Premises (a determination by Licensee, in consultation with Parks, that Licensee cannot substantially operate its business in the Licensed Premises) for the purposes provided for in this License because of such Parks' work, then Licensee may propose and

submit for the Commissioner's approval a plan to equitably address the impact of the closure, including but not limited to a suspension of all financial obligations of this License. Licensee shall be responsible for security of all Licensee's property on the Licensed Premises at all times. Parks shall be solely responsible for claims, damages, or injury resulting from its work hereunder, except to the extent such claims, damages and injury are caused by the negligence or willful misconduct of Licensee.

16. COMPLIANCE WITH LAWS

16.1 Licensee shall comply and cause its employees and agents to comply with all laws, rules, regulations and orders now or hereafter prescribed by Commissioner, and to comply with all laws, rules, regulations and orders of any City, State or Federal agency or governmental entity having jurisdiction over operations of the License and the Licensed Premises and/or Licensee's use and occupation thereof.

16.2 Licensee shall not use or allow the Licensed Premises, or any portion thereof, to be used or occupied for any unlawful purpose or in any manner violative of a certificate pertaining to occupancy or use during the Term of this License.

17. NON-DISCRIMINATION

17.1 Licensee shall not unlawfully discriminate against any employee, applicant for employment or patron because of race, creed, color, national origin, age, sex, handicap, marital status, or sexual orientation. Licensee shall comply with the Americans with Disabilities Act ("ADA") and regulations pertaining hereto as applicable. Any violation of this Section 17.1 shall be a material breach of this License.

17.2 All advertising for employment shall indicate that Licensee is an Equal Opportunity Employer.

18. NO WAIVER OF RIGHTS

18.1 No acceptance by Commissioner of any compensation, fees, penalty sums, charges or other payments in whole or in part for any periods after a default of any terms and conditions herein shall be deemed a waiver of any right on the part of Commissioner to terminate this License. No waiver by Commissioner of any default on the part of Licensee in the performance of any of the terms and conditions herein shall be construed to be a waiver of any other or subsequent default in the performance of any of the said terms and conditions.

19. RESPONSIBILITY FOR SAFETY, INJURIES OR DAMAGE, AND INDEMNIFICATION

19.1 Licensee Responsibility

A. The 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 contractors, sublicensees, or subcontractors.

B. The 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. The 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, sublicensees, contractors, subcontractors, or any other person.

D. The 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 the 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 the 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.

19.2 Indemnification and Related Obligations

A. To the fullest extent permitted by law, the 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 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 the Licensee itself had been negligent, except to the extent caused by the gross negligence or intentional tortious acts or omissions of the City and its officials and employees) and/or the 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 its officials and employees from being completely indemnified by the Licensee, the City and its officials and employees shall be partially indemnified by the Licensee to the fullest extent permitted by law.

B. The 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 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 or its officials and employees to avail themselves of the benefits of such insurance.

20. INSURANCE.

20.1 Licensee’s Obligation to Insure

From the date this License Agreement is executed through the date of its expiration or termination, the Licensee shall ensure that the types of insurance indicated in this Article 20 are obtained and remain in force, and that such insurance adheres to all requirements herein.

(a) The City may require other types of insurance and/or higher liability limits and other terms if, in the opinion of Commissioner, 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.

20.2 Commercial General Liability Insurance

(a) The Licensee shall maintain Commercial General Liability insurance in the amount of at least Two Million Dollars (\$2,000,000) per occurrence for bodily injury (including death) and property damage and Two Million Dollars (\$2,000,000) 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 Five Million Dollars (\$5,000,000). Licensee shall maintain coverage for products/completed operations in the amount of Five Million Dollars (\$5,000,000). 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 edition 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 also acceptable if they provide the City, together with its officials and employees, with coverage at least as broad as ISO Form CG 20 26 and CG 20 37.

20.3 Workers' Compensation, Employers Liability, and Disability Benefits Insurance

The Licensee shall maintain, or for workers not directly employed by Licensee, cause to be maintained, 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.

20.4 Commercial Automobile Liability Insurance

(a) With regard to all operations under this License, the Licensee shall maintain or cause to be maintained Commercial Automobile Liability insurance in the amount of at least One Million Dollars (\$1,000,000) 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. If vehicles are used for transporting

hazardous materials, such Commercial 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.

20.5 Property Insurance

(a) The Licensee shall maintain comprehensive, broad-form property insurance (such as an “All Risk” policy) covering all buildings, structures, equipment and fixtures on the Licensed Premises (“Concession Structures”), whether existing at the beginning of this License or built at any time before its expiration or termination. Such insurance shall provide full Replacement Cost coverage for the Concession Structures (without depreciation or obsolescence clause) and include, without limitation, coverage for loss or damage by acts of terrorism, water (other than flood-related), wind, subsidence and earthquake. Such insurance shall be “occurrence” (rather than “claims-made”) based and shall designate the Licensee as Named Insured and the City as Additional Insured and Loss Payee as its interests may appear.

(b) This Section 20.5 does not require coverage for damage caused by flooding.

(c) The limit of such property insurance shall be no less than the full Replacement Cost of all Concession Structures, including, without limitation, the costs of post-casualty debris removal and soft costs, to the extent that such costs can be covered by an “all risk” or “special perils form” insurance policy. If such insurance contains an aggregate limit, it shall apply separately to the Concession Structures.

(d) In the event of any loss to any of the Concession Structures, the Licensee shall provide the insurance company that issued such property insurance with prompt, complete and timely notice, and simultaneously provide the Commissioner with a copy of such notice. With regard to any Concession Structure that the City owns or in which the City has an interest, the Licensee shall also (i) take all appropriate actions in a timely manner to adjust such claim on terms that provide the City with the maximum possible payment for the loss, and (ii) either provide the City with the opportunity to participate in any negotiations with the insurer regarding adjustments for claims or, at the Commissioner’s discretion, allow the City itself to adjust such claim.

20.6 Intentionally omitted.

20.7 Intentionally omitted.

20.8 Hazardous Materials and Pollution Liability Insurance

(a) In the event the Licensee or any sublicensee enters into a contract with another that involves abatement, removal, repair, replacement, enclosure, encapsulation and/or delivery, receipt, or disposal of any petroleum products, asbestos, lead, PCBs or any other hazardous materials or substances, the Licensee shall maintain, or cause the contractor to maintain, Contractors Pollution Liability Insurance covering bodily injury, property damage, cleanup costs/remediation expenses and legal defense costs. Such insurance shall provide coverage for sudden and non-sudden pollution conditions arising out of the contractor’s operations at the Premises.

(b) If required, the Contractors Pollution Liability Insurance shall each have a limit of at least One Million Dollars (\$1,000,000), and provide coverage for the Licensee as Named Insured or Additional Insured and the City, together with its officials and employees, as Additional Insured. Coverage for the City shall be at least as broad as the Licensee's. If this insurance is issued on a claims-made basis, such policy or policies shall have a retroactive date on or before the beginning of the contractor's work, and continuous coverage shall be maintained, or an extended discovery period exercised, for a period of not less than three years after the termination of such work.

(c) Licensee represents and warrants that its operations at the Licensed Premises will not involve petroleum products, asbestos, lead, polychlorinated biphenyls (PCBs) or any other hazardous materials.

20.9 General Requirements for Insurance Coverage and Policies

(a) Policies of insurance required under this Article 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 Article 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 the 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 or self-insured retention with regard to any insurance required under this Article 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, the 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 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, City of New York Department of Parks and Recreation, Arsenal, 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, New York 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, Employers Liability, Disability Benefits, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

20.10 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, Employers Liability Insurance, Disability Benefits insurance policies, the Licensee shall submit one of the following:

1. Form C-105.2, Certificate of Worker's Compensation Insurance;
2. Form U-26.3, State Insurance Fund Certificate of Workers' Compensation Insurance;
3. Form SI-12, Certificate of Worker's Compensation Self-Insurance;
4. Form GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance;
5. Form DB-120.1, Certificate of Disability Benefits Insurance;
6. Form DB-155, Certificate of Disability Benefits Self-Insurance;
7. Form CE-200 – Affidavit of Exemption;
8. Other forms approved by the New York State Workers' Compensation Board; or 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 Worker's Compensation, Employers Liability, and Disability Benefits, Licensee shall submit one or more Certificates of Insurance in a form acceptable to the Commissioner. All such Certificates of Insurance shall (a) certify the issuance and effectiveness of such policies of insurance, each with the specified minimum limits; and (b) 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 required by the Commissioner, attached hereto as **Exhibit G**, or certified copies of all policies referenced in such Certificate of Insurance.

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

(e) Acceptance or approval by the Commissioner 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 Article 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 request by the Commissioner or the New York City Law Department.

20.11 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) Licensee shall require its construction contractors that perform construction on the Licensed Premises to maintain Commercial General Liability Insurance in accordance with Section 20.2, and such insurance shall include the City, including its officials and employees, as an additional insured with coverage at least as broad as ISO Forms CG 20 26 and 20 37. In the event the Licensee requires any other entity, by contract or otherwise, to procure insurance with regard to any operations under this License and requires such entity to name the Licensee as an Additional Insured under such insurance, the Licensee shall ensure that such entity also name the City, including its officials and employees, as an Additional Insureds (with coverage for Commercial General Liability insurance at least as broad as ISO form CG 20 26).

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

(d) Where notice of loss, damage, occurrence, accident, claim or suit is required under a policy maintained in accordance with this Article, 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, or sooner if required by the insurance policy. 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 the City of New York c/o Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

(e) The Licensee's failure to secure and maintain insurance in complete conformity with this Article, or to give the insurance carrier timely notice on behalf of the City, or to do

anything else required by this Article shall constitute a material breach of this License. Such breach shall not be waived or otherwise excused by any action or inaction by the City at any time.

(f) 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.

(g) 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 Article, the Licensee shall at all times fully cooperate with the City with regard to such potential or actual claim.

(h) 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 Article (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.

(i) 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 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, City of New York Department of Parks and Recreation, Arsenal, 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, New York 10007. Notwithstanding the foregoing, the Licensee shall ensure that there is no interruption in any of the insurance coverage required under this Article.

21. WAIVER OF COMPENSATION

21.1 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, Commissioner's agents, and City from any and all demands, claims, actions, and causes of action arising from any of the causes aforesaid.

21.2 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, in the event 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 herein.

22. INVESTIGATIONS

22.1 (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 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 22 (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 the Commissioner or agency head may include but shall not exceed:

(i) The disqualification for a period not to exceed five 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 22(d) (i) and (ii) below. He or she may also consider, if relevant and appropriate, the criteria established in Sections 22(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 (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 Agreement 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.

23. CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

23.1 This License Agreement shall be deemed to be executed in the City of New York, State of New York, regardless of the domicile of the Licensee, and shall be governed by and construed in accordance with the laws of the State of New York.

23.2 Any and all claims asserted by or against the City arising under this License or related thereto 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 mail 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; and

(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.

23.3 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.

23.4 If the Licensee commences any action against the City in a court located other than in the City and State of New York, upon request of the City, 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 thereafter reinstitute the action in a court of competent jurisdiction in New York City.

24. WAIVER OF TRIAL BY JURY

24.1 (a) Licensee hereby waives trial by jury in any action, proceeding, or counterclaim brought by the City against Licensee in any matter related to this License.

(b) No action at law or proceeding in equity against the City 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.

(c) 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.

(d) 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.

25. CUMULATIVE REMEDIES - NO WAIVER

25.1 The specific remedies to which the City may resort under the terms of this License are cumulative and are not intended to be exclusive of any other remedies or means of redress to which it may be lawfully entitled in case of any other default hereunder. The failure of the City to insist in any one or more cases upon the strict performance of any of the covenants of this License, or to exercise any option herein contained, shall not be construed as a waiver or relinquishment for the future of such covenants or option.

26. EMPLOYEES

26.1 All experts, independent contractors, consultants, specialists, trainees, servants, agents, and employees of Licensee who are employed by Licensee to perform work under this License are neither employees of the City nor under contract to the City, and Licensee alone is responsible for their work, direction, compensation and personal conduct while engaged under this License. Nothing included in this Section or in any other provision of this License shall be construed to impose any liability or duty on the City 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.

27. INDEPENDENT STATUS OF LICENSEE

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

28. CREDITOR-DEBTOR PROCEEDINGS

28.1 In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against the Licensee or its successors or assigns, or the guarantor, if any, the Security Deposit shall be deemed to be applied first to the payment of license fees and/or other charges due the City for all periods prior to the institution of such proceedings and the balance, if any, of the Security Deposit may be retained by the City in partial liquidation of the City's damages.

29. CONFLICT OF INTEREST

29.1 Licensee represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Licensee further represents and warrants that in the performance of this License no person having such 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 part, from the City treasury, shall participate in any decision relating to this License which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly, interested nor shall any such person have any interest, direct or indirect, in this License or in the proceeds thereof.

30. PROCUREMENT OF AGREEMENT

30.1 Licensee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this License upon an agreement or understanding for a commission, percentage, brokerage fee, contingent fee or any other compensation. Licensee further represents and warrants that no payment, gift or thing of value has been made, given or promised to obtain this or any other agreement between the parties. Licensee makes such representations and warranties to induce the City to enter into this License and the City relies upon such representations and warranties in the execution hereof.

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

31. NO CLAIM AGAINST OFFICIALS, AGENTS OR EMPLOYEES

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

32. ALL LEGAL PROVISIONS DEEMED INCLUDED

32.1 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.

33. SEVERABILITY: INVALIDITY OF PARTICULAR PROVISIONS

33.1 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.

34. JUDICIAL INTERPRETATION

34.1 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.

35. MODIFICATION OF AGREEMENT

35.1 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.

36. NOTICES

36.1 Where provision is made herein for notice or other communication to be given in writing, the same shall be given by hand delivery or by mailing a copy of such notice or other communication by certified mail, return receipt requested, addressed to Commissioner or to the attention of Licensee at their respective addresses provided at the beginning of this License Agreement, or to any other address that Licensee shall have filed with Commissioner. Notices shall also be given by electronic mail to the electronic mail addresses for each party provided at the beginning of this License Agreement. Licensee is required to update its mailing and electronic mail addresses with Parks.

37. LICENSEE ORGANIZATION, POWER AND AUTHORITY

37.1 Licensee and the individual executing this License Agreement on behalf of Licensee each represents and warrants that Licensee is a 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 hereunder. This is a continuing representation and warranty.

38. MISCELLANEOUS

38.1 The headings of sections and paragraphs 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.

39. ENTIRE AGREEMENT

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

40. COUNTERPARTS

40.1 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.

41. BACKGROUND CHECKS

(a) For purposes of this Section and Section 28, the word “personnel” means each employee and volunteer whose duties and responsibilities relate primarily to working with children or in close proximity to children. 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 guidelines and procedures of Parks concerning the screening and employment of personnel provided in writing to Licensee, including, but not limited to, the following:

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

(A) substantiating credentials, including, but not limited to, School-Age Child Care (SACC) Certification in accordance with the New York Codes, Rules, and Regulations (“NYCRR”) under 18 NYCRR 414;

(B) conducting reference checks; and

(C) conducting criminal background checks and outlined in the Background Checks Rider, annexed hereto as **Exhibit G**.

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

- (A) provide the names of references;
- (B) provide documentation of credentials; and
- (C) provide other requested information, which may bear on the

applicant's fitness to work with or in close proximity with children.

(i) Licensee agrees not to hire or retain any personnel:

(A) to the extent disclosed by a background check consistent with Section 296 of the New York State Executive Law and Section 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,

(B) who have been the subject of an indicated child abuse and maltreatment report on file with the State Central Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file with this Registry.

(Signature Page Follows)

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
DEPARTMENT OF
PARKS & RECREATION

CITY ICE SPORTS, INC.

By: _____
Alexander Han
Chief of Concessions

By: _____
Name: _____
Title : _____

Dated: _____

Dated: _____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

On this _____ day of _____ 2026 before me personally came Alexander Han to me known, and known to be the Chief of Concessions of the Department of Parks and Recreation of the City of New York, and the said person described in and who executed the forgoing instrument and she acknowledged that she executed the same in her official capacity and for the purpose mentioned therein.

Notary Public

STATE OF NEW YORK

ss:

COUNTY OF

On this _____ day of _____ 2026 before me personally came Dennis Quirk who, being duly sworn by me did depose and say that he is the _____ of _____ and that he executed the foregoing instrument and acknowledged that he executed the same for the purposes mentioned therein.

Notary Public

EXHIBIT A: LICENSED PREMISES

(Licensed Premises subject to approval and modification by Parks)

EXHIBIT B
MONTHLY REPORT OF GROSS RECEIPTS

To be provided by Parks in the written Notice to Proceed

EXHIBIT C
SCHEDULE OF APPROVED HOURS AND RATES, FEES, AND PRICES

Hours of Operation:

Fridays, Saturdays, Sundays, and all Public School Holidays (Mon-Sun)

Friday	4:00 p.m - 10:00 p.m.
Saturday	Noon - 4:00 p.m. and 6:00 p.m. - 10:00 p.m.
Sunday	Noon - 6:00 p.m.

Fees:

Category	Rate
Admission (Regular Saturday–Sunday)	\$15.00
Admission (Public School Holiday)	\$15.00
Skate Rental	\$7.00

Category	Time Period	Rate
School Outings	Weekday	\$100.00/hr
School Outings	Weekend	\$275.00/hr

Menu:

Item	Price
Soda	\$2.00
Hot Chocolate	\$2.00
French Fries	\$3.00
Knish / Pizza	\$3.00
Hot Dog	\$3.00
Soft Pretzel	\$2.00
Popcorn / Chips	\$2.00
Nachos with Cheese	\$3.00
Cookies / Cake	\$2.00
Candy Bars	\$1.00

EXHIBIT D

Equipment and Materials to Maintain during the Term

[]

Licensee shall maintain and repair the Licensed Premises as follows:

- Maintain and Repair Dasher Panels as needed
- Maintain and Repair Roll Down Door as needed
- Maintain, repair, or replace carpet on benches as needed
- Paint interior of clubhouse
- Provide hardware and parts for Ice Matt System as needed
- Provide the necessary parts to maintain the existing ice mat system which may include but is not limited to clamps, u-bends and valves as needed

Licensee's maintenance of the Licensed Premises is exclusive of :

- Ice Matt system
- Boilers
- Refrigeration Plant
- Lighting
- Flooring

Additionally, Licensee will install a temporary ice mat system prior to year 1. Verified expenditures related to the temporary ice mat system shall be reimbursed through a Licensee Fee credit as generated from the percentage fees, but not to exceed \$220,000 in total License Fee credits and at a maximum of \$40,000.00 in License Fee credits per operating year. Any verified expenditures for refrigeration equipment hardware shall be reimbursed through License fee credits, as generated from the percentage fees

EXHIBIT E

NYC EARNED SAFE AND SICK TIME ACT CONTRACT 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

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

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. policy.

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

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-1
Citywide Beverage Vending Machines Standards

New York City
Food Standards

BEVERAGE VENDING MACHINES

- 1** Require all beverages contain 25 calories or less per 8 ounces with the following exception:
 - A maximum of 2 slots/buttons may stock high calorie beverages (more than 25 calories per 8 ounces), such as regular soda, lemonade, sweetened tea and juice. The 2 slot limit applies no matter how many slots are in the machine.
 - Unsweetened 1% and non-fat milk not included in high calorie limit.
- 2** Require water be stocked in at least 2 slots/buttons per machine.
 - Water should contain 0 calories with no added color, flavor or sweetener of any kind.
 - If drinking water is readily available in the vicinity of the vending machine, unflavored seltzer water may be substituted for the 2 slots of water.
- 3** Require water and seltzer be placed at eye level, or in the highest selling position. High calorie beverages should be placed farthest from eye level, or in the lowest selling position.
- 4** Require all high calorie beverages are sold in 12 ounce containers or smaller.
- 5** Prohibit advertisements of high calorie beverages on vending machines.
 - Promotional material on the front and side panels of the machine can advertise water or beverages with 25 calories or less per 8 ounces.
- 6** Require calorie information is posted for each beverage, as packaged.
 - Required for City agencies only.

Recommend stock machines with *only* water, seltzer and other low calorie beverages.

Make the healthier choice the cheaper choice. Set lower prices for water and other low calorie beverages than for high calorie beverages.

Follow these Standards to provide healthier beverage options.

Organizations, such as hospitals, worksites, and community-based organizations can adopt the Standards to improve the food environment for employees and visitors.

City agencies follow these standards per Executive Order 122.

Sugar-sweetened beverages are the single biggest contributor to the obesity epidemic.

For more information, please contact: nycfoodstandards@health.nyc.gov



BEVERAGE VENDING MACHINES



Example of a beverage vending machine that meets the standards.

Standards for programs serving children age 18 and under

- 1** Require all beverages contain 25 calories or less per 8 ounces. For programs serving children age 12 and under, require that all beverages contain 10 calories or less per 8 ounces.
Unsweetened 1% and nonfat milk not included.
- 2** Beverages cannot contain artificial sweeteners, other natural non-nutritive or very low-calorie sweeteners (e.g. stevia, erythritol), artificial flavors or artificial colors.
- 3** For programs serving children age 12 and under, beverages cannot contain caffeine.
- 4** Prohibit advertisements of high calorie beverages on vending machines.
Promotional material on the front and side panels of the machine can advertise water or beverages with 25 calories or less per 8 ounces.
- 5** Require calorie information is posted for each beverage, as packaged.
Required for City agencies only.

Standards for hot beverage machines (e.g. coffee machines)

- 1** Recommend all beverages contain 25 calories or less per 8 ounces.
Condiments are not restricted (e.g. milk, sugar, sugar substitutes).
- 2** Recommend all beverages and condiments contain 0 grams trans fat.
- 3** Recommend calorie information is posted for each beverage, as packaged.

EXHIBIT F-2
Standards for Food Vending Machines

New York City
Food Standards

FOOD VENDING MACHINES

Snack Standards

1 Require snacks meet all of the following criteria, per package:

Calories: no more than 200 calories

Total fat: no more than 7 grams

• Nuts, seeds, nut butters and cheese are exempt

• Products containing nuts or nut butters are exempt

Saturated fat: no more than 2 grams

• Nuts, seeds, nut butters and cheese are exempt

Trans fat: 0 grams trans fat

Sodium: no more than 200 mg

• Cottage cheese: no more than 400 mg

Sugar: no more than 10 grams

• Fruit and vegetable products with no added sugar are exempt

• Yogurt: no more than 30 grams sugar per 8 ounces

Fiber: contain at least 2 grams of fiber, if product is grain/potato-based
(e.g. granola bars, crackers, pretzels, cookies, chips)

2 Require calorie information is posted for each food item, as packaged.

Required for City agencies only.

3 For programs serving children age 18 and under: products cannot contain artificial flavors, artificial colors, artificial sweeteners, or other non-nutritive sweeteners (e.g. stevia, erythritol).

4 Recommend limit grain/potato-based snacks to no more than 50% of food items in machine.

Follow these Standards to provide healthier food options.

Organizations, such as hospitals, worksites, and community-based organizations can adopt the Standards to improve the food environment for employees and visitors.

City agencies follow these standards per Executive Order 122.

These Standards apply to all types of food vending machines including non-refrigerated "snack" and refrigerated machines.

Snacking in excess can lead to weight gain. Snacks, when consumed, should add healthy nutrients to the overall diet and help curb hunger.

EXHIBIT G
CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Workers' Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (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 such time as 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 and title of authorized official, broker, or agent
(typewritten)]

State of)
County of)

Sworn to before me this _____ day of _____ 20____

NOTARY PUBLIC FOR THE STATE OF

EXHIBIT H: BACKGROUND CHECKS RIDER

1. Recruitment; Screening; Fingerprinting: Licensee shall be responsible for the recruitment and screening of employees and volunteers performing work under the Agreement, including the verification of credentials, references, experience and skills necessary for working with clients and participants. Where consistent with State and federal law, if directed by the Department of Parks and Recreation (“Department”), Licensee will undertake the fingerprinting of employees and volunteers, including applicants, in accordance with instructions from the Department.
2. Convictions, Non-Pending Arrests and Criminal Accusations, and Pending Arrests: Licensee shall comply with Subdivisions 15 and 16 of Section 296 the New York Executive Law, Article 23-A of the New York Correction Law, and Subdivisions 11 and 11-a of the Admin Code. Such laws pertain to unlawful discriminatory employment practices in connection with individuals with convictions, non-pending arrests or criminal accusations, and/or pending arrests.
3. Review of Decision: Where practicable, Licensee shall provide for the review by a supervisor employed by Licensee of a decision not to hire based on convictions, non-pending arrests or criminal accusations, and/or pending arrests.
4. Consultation with the Department: Licensee may consult with the Department regarding the application of this section.

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 2)

RESOLVED, that the Franchise and Concession Review Committee ("FCRC") authorizes the NYC Department of Parks and Recreation, pursuant to Section 1-14 of the Concession Rules of the City of New York, to enter into a negotiated concession agreement with City Ice Sports Inc. for the operation of the WWII Veterans War Memorial Ice-Skating Rink Facility at Clove Lakes Park. The agreement will provide for a five (5) year term with two (2) one-year options. For each year of the agreement, including renewals, compensation to the City will be 20% of admissions and ice skate rentals, 2% of food, and 10% of ice rental on any Gross Receipts over \$100,000.

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

9/16/2026

Signed: _____

Title: City Chief Procurement Officer

Date: _____



NYC Parks

David Cerron
Assistant Commissioner
Business Development &
Special Events

T 212.360.3457

E david.cerron@parks.nyc.gov

**City of New York
Parks & Recreation**

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

NOTICE OF PUBLIC HEARING

To: Hon. Brad Hoylman-Sigal, President of the Borough of Manhattan
Zach Bommer, District Manager, Manhattan Community Board 1

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

Subject: Notice of Joint Public Hearing: 9/14/2026; Intent to Enter into an
Amendment to the License Agreement with The Battery Conservancy, Inc.
for the Operation and Maintenance of The Battery in Manhattan; M5-O.

Date: **8/28/2026**

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 9/14/2026, at 255 Greenwich Street, 8th Floor, in Manhattan, New York, NY 10007 commencing at 2:30 p.m. relative to:

INTENT TO ENTER INTO an amendment to a License Agreement ("License") with The Battery Conservancy, Inc. ("Licensee") for the operation and maintenance of The Battery in Manhattan including the operation and maintenance of two (2) food service kiosks within the Bosque Gardens in the Battery, Manhattan.

The License will continue to provide for one (1) ten (10)-year term with two (2) five (5)-year renewal options.

Compensation to the City will be as follows: Under this Amendment, Licensee shall be entitled to 100% of the concession fees generated from the operation of the Bosque Kiosk concession to help offset Licensee's costs in providing for the operation and maintenance of the Battery.

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 8/28/2026 through 9/14/2026.
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 9/14/2026. For mail-in requests, please include your name, return address, and Concession # M5-O.
3. Download from NYC Parks' website at <https://www.nycgovparks.org/opportunities/concessions/rfps-rfbs-rfeis> from 8/28/2026 through 9/14/2026.

The agenda, transcript, 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 The Battery Conservancy M&O Agreement Concession ID M5-O**Description**

Amendment to the Sole Source License Agreement with The Battery Conservancy, Inc. for the operation and maintenance of The Battery in Manhattan including the operation and maintenance of two (2) food service kiosks within the Bosque Gardens in the Battery, Manhattan

Agency NYC ParksLocation The Battery (State Street, Whitehall Street, Battery Place) Concession Site(s) ☒ Yes ☐ NoBorough Manhattan Community Board(s) 1☐ Additional information has been attached to this document (please use the "Additional Information Form" available on BuyWise)

Recommended Concessionaire

Name The Battery Conservancy, Inc. Telephone 212-344-3491**Business Address**

90 Broad Street, Suite 1503
New York, NY 10004

☒ EIN or ☐ SSN # 13-3769101☒ Not-for-Profit Organization ☐ Certified M/WBE by SBS

Recommended Concession Agreement Term

☐ >20 years – FCRC unanimously approved term on _____

Including renewal option(s)

One (1) ten (10)-year term with two (2) five (5)-year renewal options

Recommended Revenue

Under this Amendment, Licensee shall be entitled to 100% of the concession fees generated from the operation of the Bosque Kiosk concession to help offset Licensee's costs in providing for the operation and maintenance of the Battery.

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:

NYC Parks and The Battery Conservancy ("TBC"), entered into a new Maintenance and Operation (M&O) Agreement in 2024, which was approved by the Franchise & Concession Review Committee ("FCRC"). Two snack bar concessions at the Bosque Kiosks were previously operated by TBC, under a separate Agreement which has expired. Parks and TBC mutually desire for Parks to assume responsibility for managing the concession, with TBC receiving the concession fees to offset their M&O responsibilities at the Battery. This Amendment was expeditiously negotiated to formalize this arrangement.

Award Requirements

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

The Battery Conservancy ("TBC"), a not-for-profit organization, was formed in 1994 to promote and assist in the restoration, preservation, maintenance, programming, and operations of The Battery. The partnership between TBC and Parks was memorialized in 2007, when TBC and Parks signed an Agreement for the maintenance and operation of The Battery. A new Maintenance and Operation Agreement was then signed in 2024. Separately, in 2006 and again in 2017, TBC and Parks entered into an Agreement to provide for the operation and maintenance of two (2) food service kiosks within the Bosque Gardens, and to provide for the operation and maintenance of the Bosque Gardens. TBC's Agreement for the Bosque Gardens has expired, and rather than negotiate a new Agreement, Parks and TBC negotiated an Amendment to the existing Maintenance and Operation Agreement to encompass TBC's responsibilities at the Bosque Gardens, while providing for a share of the concession fees from the Bosque Gardens kiosks. The FCRC gave a Step 1 vote of approval for this amendment on February 11, 2026.

Public Hearing Requirements

(Only applicable for significant concessions)

☒ [IF REQUIRED] a public hearing was conducted on: 09/14/2026

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 08/28/2026 (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 09/16/2026 (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 _____

FIRST AMENDMENT TO THE
LICENSE AGREEMENT

BETWEEN

THE BATTERY CONSERVANCY, INC.

AND

CITY OF NEW YORK
PARKS & RECREATION

for

THE OPERATION AND MAINTENANCE OF THE BATTERY
MANHATTAN, NEW YORK

M 005-O

DATE: _____

THIS AMENDMENT TO THE LICENSE AGREEMENT (“Amendment”) made this _____ day of _____, between the City of New York (the “City”) acting by and through the Department of Parks & Recreation (“Parks”), whose address is The Arsenal, Central Park, 830 Fifth Avenue, New York, New York 10065, and The Battery Conservancy, Inc. (“TBC” or “Licensee”), located at 90 Broad Street, Suite 1503 New York, NY 10004 (hope.cohen@thebattery.org).

WHEREAS, the Parties to this Amendment are parties to that License Agreement M 005-O, dated May 23, 2024 (the “License” or “License Agreement”) for the operation and maintenance of The Battery in Manhattan, New York (the “Licensed Premises”);

WHEREAS, Parks and TBC have collectively created an effective public-private partnership whereby Parks and TBC complement each other’s efforts in connection with improving and administering the Licensed Premises; and

WHEREAS, the Parties now desire to amend various terms of the License including but not limited to amending the mechanism by which certain concessions may be solicited and operated on the Licensed Premises and apportionment of revenue share from operation of such concessions, subject to and in accordance with the terms of this Amendment;

WHEREAS, on February 11, 2026, the Franchise and Concession Review Committee of the City of New York specifically authorized Parks and TBC to amend the License Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties hereby do agree as follows:

AMENDMENT

- 1.1 The introductory paragraph in Section 1.1(b)(iii) is hereby deleted in its entirety without otherwise changing its subsections and replaced with the following:

“In addition to free programming open to the public as described in Section 1.1(b)(ii) above, Licensee is hereby authorized to provide revenue-generating programming, except to the extent provided in section 1.1(b)(iii)(7), including, but not limited to:”

- 1.2 A new section, Section 1.1(b)(iii)(7) is hereby added to the License as follows:

“Except for Licensee’s authorization as provided in section 1.1(b)(iii)(1) above, Parks, in its sole discretion, shall be responsible for selecting and entering into agreement(s) with operator(s) for the operation and maintenance of two food kiosks and adjacent seating areas within the Bosque Gardens on the Licensed Premises (“Bosque Kiosk Concession”) as identified and marked in **Exhibit A-1**. Parks shall solicit and select qualified proposer(s) through processes as allowed for and in accordance with Title 12 of the Rules of the City of New York (NYC Concession Rules). Licensee shall be entitled to 100% of the Concession fees generated from the operation of the Bosque Kiosk Concession to help offset Licensee’s costs in

providing for the operation and maintenance of The Battery. Parks' final agreement with operator(s) for the Bosque Kiosk Concession shall be in accordance with the terms of the solicitation, NYC Concession Rules, and all applicable law. Licensee shall not solicit separately for the Bosque Kiosk Concession, unless otherwise approved by Parks, it being understood that Parks is the property owner and licensor of the Bosque Kiosk Concession Area and operator(s) will be licensee to the agreement and not sublicensee(s) of the Licensee. Notwithstanding the above, Licensee shall be responsible for all terms and conditions under this License Agreement not otherwise fulfilled through agreement(s) between Parks and operator(s) for the Bosque Kiosk Concession."

- 1.3 A new section, Section 1.1(c)(iii) is hereby added to the License as follows:

"Notwithstanding the requirements of subsections (c)(i) and (c)(ii) above, Licensee may, with Parks' prior written approval, enter into short-term agreements, in each instance, not to exceed 29 days, with vendors to provide Parks-appropriate trial or pilot revenue generating activities without otherwise engaging in a solicitation process as required under subsection (c)(i) and (ii) ("Short-Term Agreement") where Licensee has not previously (1) solicited for requests and entered into agreements through the process required under subsection (c)(i) and (ii) for similar revenue generating activities; or (2) entered into a Short-Term Agreement with any vendor to perform revenue generating activities of a similar nature or type. All proposals by Licensee for a trial or pilot revenue generating activity and all Short-Term Agreements between Licensee and vendors are subject to Parks' approval, in its sole discretion.

Licensee shall submit Short-Term Agreements to Parks at least forty-five (45) days in advance of commencement of the activity for review and approval.

The Commissioner, the City, its employees and agents shall not be liable for damages to Licensee in the event that Parks does not approve a proposal or Short-Term Agreement for a trial or pilot revenue generating activity. Licensee shall otherwise be responsible for all terms and conditions under this License Agreement not otherwise fulfilled through Short-Term Agreements."

- 1.4 New sections, Section 2.1(l)(i)(5) and (6) are hereby added to the License as follows:

"(5) All revenue and fees paid to Licensee in connection with the Bosque Kiosk Concession."

"(6) All revenue and fees paid to Licensee in connection with short term agreements at the Licensed Premises."

- 1.5 A new section, Section 9.3 is hereby added to the License as follows:

"The operator(s) for the Bosque Kiosk Concession shall be responsible for

providing and/or causing to provide all utility services necessary to operate the Bosque Kiosk Concession. The operator(s) for the Bosque Kiosk Concession shall, at its sole cost and expense, directly pay for all other utility costs associated with the operations.”

- 1.6 A new exhibit, **Exhibit A-1** (Bosque Kiosk Concession Area) is hereby incorporated by reference and made a part of this Amendment.
- 1.7 Unless otherwise noted in this Amendment, all capitalized terms in this Amendment shall have the meaning ascribed to them in the License Agreement.
- 1.8 Except as amended by this Amendment, the License Agreement shall remain in full force and effect. Parties consent that except as expressly provided herein, this Amendment shall not be construed to modify, waive, release, or otherwise affect any of the terms, conditions, requirements and provisions of the License Agreement or Licensor Consent.
- 1.9 This Amendment may be executed in a number of identical counterparts, each of which for all purposes is deemed an original, and all of which constitute collectively one agreement. This Amendment may be signed by facsimile or electronic signature, and such signatures shall be treated as original signatures for all purposes. A facsimile or electronically transmitted file (e.g. PDF) copy of this Amendment shall have the same force and effect as an original.

[Signature Page Follows]

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

CITY OF NEW YORK DEPARTMENT
OF PARKS & RECREATION

THE BATTERY CONSERVANCY

By: _____

Name:

Title:

Date: _____

By: _____

Name:

Title:

Date: _____

APPROVED AS TO FORM
CERTIFIED AS TO LEGAL AUTHORITY

Acting Corporation Counsel

STATE OF NEW YORK)

)ss:

On this _____ day of _____ before me personally
came _____ to me known, and known to be the

Notary Public

STATE OF NEW YORK)

)ss:

On this _____ day of _____ before me personally came _____ to
me known, and known to be the _____ of _____

Notary Public

Exhibit A-1
Bosque Kiosk Concession Area

Any and all operational boundaries are subject to Parks' approval





David Cerron
Assistant Commissioner
Business Development &
Special Events

T 212.360.3457

E david.cerron@parks.nyc.gov

**City of New York
Parks & Recreation**

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

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 3)

RESOLVED, that the Franchise and Concession Review Committee ("FCRC") authorizes the New York City Department of Parks & Recreation to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into an Amendment to the Sole Source License Agreement with The Battery Conservancy, Inc. ("Licensee") for the operation and maintenance of The Battery in Manhattan, including the operation and maintenance of two (2) food service kiosks within the Bosque Gardens in the Battery, Manhattan. The agreement will continue to provide for one (1) ten (10)-year term with two (2) five (5)-year renewal options. Under this Amendment, Licensee shall be entitled to 100% of the concession fees generated from the operation of the Bosque Kiosk concession to help offset Licensee's costs in providing for the operation and maintenance of the Battery.

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

9/16/2026

Signed: _____

Title: City Chief Procurement Officer

Date: _____



NYC Parks

David Cerron
Assistant Commissioner
Business Development & Special
Events

T 212.360.3457

E david.cerron@parks.nyc.gov

**City of New York
Parks & Recreation**

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

MEMORANDUM

To: Hon. Brad Hoylman-Sigal, President of the Borough of Manhattan
Angel D. Mescaín, District Manager, Manhattan Community Board 11

From: Andrew Coppola, Deputy Director of Concessions *ac*

Subject: Request for Proposals for the Renovation, Operation and Maintenance of a Sports/Recreation and Food Service Facility at Randall's Island Park, Manhattan

Date: 8/7/2026

In accordance with Section 1-13 of the Concession Rules of the City of New York, New York City Department of Parks and Recreation (Parks) intends to issue a significant Request for Proposals ("RFP") for the Renovation, Operation and Maintenance of a Sports/Recreation and Food Service Facility at Randall's Island Park, Manhattan.

Please note that Parks intends to seek unanimous approval from the Franchise and Concession Review Committee ("FCRC") for the issuance of this RFP for a term of thirty (30) years. No longer term will be considered. The concession will be operated pursuant to a license issued by Parks; no leasehold or other proprietary right will be offered.

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

Please direct any questions or comments you may have regarding development of the scope of this RFP to Andrew Coppola at Andrew.Coppola@parks.nyc.gov or at (212)360-3454. These comments must be made by 9/16/2026 to ensure consideration.

Thank you.

Rule 1-13: Competitive Sealed Proposals

Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

Concession Title Randall's Island Driving Range **Concession ID** M104-DR-2026

Description Renovation, Operation and Maintenance of a Sports/Recreation and Food Service Facility at Randall's Island Park, Manhattan **Agency** NYC Parks

Location Randall's Island Park **Concession Site(s)** ☒ Yes ☐ No

Borough Manhattan **Community Board(s)** 11

☐ 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 not practicable or advantageous to use Competitive Sealed Bids because:

- ☒ Specifications cannot be made sufficiently definite and certain to permit selection based on revenue to the City alone
- ☒ Judgment is required in evaluating competing proposals, and it is in the best interest of the City to require a balancing of revenue to the City, quality and other factors
- ☐ Other (describe):

Proposed Concession Term including renewal options

Thirty (30) years

Proposed Concession Revenue

The revenue for this concession is to be determined, however Parks anticipates it will be the greater of an annual minimum fee(s) of \$400,000 (estimated) vs. 10% (estimated) of gross receipts, with an annual escalation of 5% in the minimum fee.

Note: All license fees are to be paid directly to the Randall's Island Park Alliance (RIPA).

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 Sportime Clubs LLC ☒ EIN or ☐ SSN # 113224021

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

If no, please explain

Please see more information in the Justification Memo related to the issues of Drive Shack Randall's Island, LLC, the original prior licensee, and the ensuing assignment to Sportime.

Rule 1-13: Competitive Sealed Proposals

Concession Agreement Pre-Solicitation Review Memorandum Cover Sheet

Prior Concession Term including renewal options

Eighteen (18) years. March 24, 2020 - March 23, 2038. See justification memo for full background details regarding the prior license agreement and the reason to issue a new RFP.

Prior Concession Revenue

Prior operating period broken into interim and post-construction periods due to construction at the premises.

For the interim period, annual compensation was the greater of annual minimum fees per this schedule: Yr 1: \$425,000, Yr 2: \$450,000, Yr 3: \$475,000, vs. the sum of 40% of range ball gross receipts + 15% of mini golf and batting cage gross receipts + 10% other gross receipts.

For the post-construction period, annual compensation was the greater of annual minimum fees per this schedule: Yr 1: \$850,000, Yr 2: \$850,000, Yr 3: \$850,000, Yr 4: \$850,000, Yr 5: \$850,000, Yr 6: \$1,062,500, Yr 7: \$1,062,500, Yr 8: \$1,062,500, Yr 9: \$1,062,500, Yr 10: \$1,062,500, Yr 11: \$1,328,125, Yr 12: \$1,328,125, Yr 13: \$1,328,125, Yr 14: \$1,328,125, Yr 15: \$1,328,125, Yr 16: \$1,660,156.25, Yr 17: \$1,660,156.25, Yr 18: \$1,660,156.25. vs. a flat 4.5% of gross receipts

No fee payments were paid/collected from the current license. See justification memo for full background details regarding nonpayment.

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 $\geq$ 10 years
☒ Projected annual income/value to City $\geq$ \$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

Please indicate how and when your agency notified applicable Community Boards and Borough Presidents of Significant/Non-Significant and Major/Non-Major Concession status:

- ☐ Agency provided such notice in its Annual Plan
☒ Agency notified affected Community Boards and Borough Presidents on 8/7/26 (which was at least 40 days prior to issuance of a solicitation or less, at the discretion of CCPO), and a copy of this notice has been provided to the Mayor's Office of Contract Services for distribution to the committee

Proposed M/WBE Outreach Please describe planned M/WBE outreach for this solicitation:

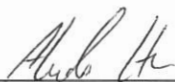
Parks plans to list the Notice of Solicitation in Minority Commerce Weekly, SBS MWBE eBlast form, and distribute to our mailing list.

Authorized Signatures

Agency Staff

This is to certify that the information presented herein is accurate

Signature



Name

Alexander Han

Title

Chief of Concessions

Date

8/13/26

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

Date

City Chief Procurement Officer



David Cerron
Assistant Commissioner
Business Development &
Special Events

T 212.360.3457

E david.cerron@parks.nyc.gov

**City of New York
Parks & Recreation**

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

TO: Franchise & Concession Review Committee (FCRC)

FROM: Andrew Coppola, Deputy Director of Concessions *AC*

DATE: July 31, 2026

SUBJECT: Request for the FCRC to unanimously approve the issuance of a Request for Proposals (RFP) by NYC Parks for the Renovation, Operation and Maintenance of a Sports/Recreation and Food Service Facility at Randall's Island Park, Manhattan, for a term of thirty (30) years.

NYC Parks is seeking unanimous consent from the FCRC for the issuance of a Request for Proposals (RFP) for the Renovation, Operation and Maintenance of a Sports/Recreation and Food Service Facility at Randall's Island Park, Manhattan, for a term of thirty (30) years.

On June 23, 2017, Parks issued an RFP for this concession opportunity for a term of eighteen (18) years. Six (6) proposals were received in response to the RFP. Drive Shack was selected as the highest rated proposer and on September 28, 2018, signed a license agreement with NYC Parks (under Drive Shack Randall's Island LLC).

The total cost of the Capital Improvements under the license was a minimum of \$23 million which included construction of a new driving range facility, renovating or constructing a new miniature golf course, parking lot improvements, design/professional services, and other necessary improvements. Additionally, the Licensee was to be responsible for all personal equipment, insurance, and startup costs associated with developing the Concession which was estimated at approximately \$8 million.

During the design phase of the project, Drive Shack made Parks aware that constructing the facility was going to cost significantly more than the \$23,000,000 Capital Commitment. After the design received final Public Design Commission approval, estimates grew to over \$40 Million. Value engineering exercises that dramatically curtailed the original program still failed to bring the project close to the original estimate.

As a result of the financial complications, on October 17, 2024, Drive Shack assigned the License Agreement to Sportime Clubs, LLC, who operates the tennis facility at Randall's Island under a separate NYC Parks concession agreement. Sportime was to assume all of the obligations of the original License Agreement, including the construction of a new facility.

During Sportime's design phase of the project, despite a far more modest design that included a one-story clubhouse vs Drive Shack's 3 story plan, they too made Parks aware that constructing the facility was going to cost significantly more than the \$23 million Capital Commitment. Sportime estimated that the total project cost would be in excess of

\$60 million. Due to project costs more than doubling, in order to amortize their investment, Sportime requested an 18-year extension on top of the initial 18-year term which would have brought the total term to 36 years. In addition, Sportime proposed extending their tennis center license to be co-terminus with an extended golf center license, thereby adding an additional 16 years to the tennis agreement. However, NYC Parks' position is that if a longer term is going to be granted at the golf center, beyond the current 18 years, then one should be issued through a competitive solicitation process, rather than through a sole source extension, in order to be fair to any other interested operators.

Given the substantial costs associated with this project and the construction of a new driving range facility, Parks believes that a thirty (30) year term is essential to provide proposers with a sufficient timeline to recoup their investment and generate a reasonable return. This term would not only incentivize high-quality proposals but also ensure the long-term sustainability and operation of the park's facilities. Without this extended term, it is unlikely that potential proposers will be able to justify the financial risk or commit the necessary resources to this project. Additionally, as a result of the previously mentioned construction costs, no concession license fees have been collected or paid under the current license agreement. Pursuing this new thirty (30) year term would ensure that the appropriate fees are paid by allowing the concessionaire sufficient time to recoup the cost of construction and thus begin operation of the facility and pay fees to the Randall's Island Park Alliance.

A thirty (30) year term reflects a realistic timeframe for an operator to recoup the costs associated with constructing a new driving range facility and other ancillary facilities/activities while ensuring that the community benefits from a fully operational and revitalized park.

New York City Department of Parks & Recreation
REQUEST FOR PROPOSALS ~ SOLICITATION # M104-DR -2026
PROPOSAL RATING SHEET AND GUIDELINES

Subject	For the Renovation, Operation, and Maintenance of a Sports/Recreation and Food Service Facility at Randall's Island Park, Manhattan
Concession ID	M104-DR-2026
Proposer	
Proposal ID No.	
Evaluator's Name	

	<u>Score Awarded</u>	<u>Maximum Score</u>
A. Proposed Capital Investment, Improvements & Design	_____	<u>25 points</u>
B. Planned Operations	_____	<u>20 points</u>
C. Operating Experience & Financial Capability	_____	<u>20 points</u>
D. Fee Offer	_____	<u>20 points</u>
E. Integrated Sustainability by Design	_____	<u>15 points</u>
TOTAL	_____	<u>100 points</u>

Evaluator's Signature & Date:

Signature

Date

Name of Proposer Organization: _____

A. Proposed Capital Investment, Improvements and Design (25 points)

The Capital Investment score will be comprised of two parts: a calculated score based on the capital investment (Step 1 Score) and a score based on the extent to which the proposer demonstrates the ability to design and complete quality capital improvements at the Licensed Premises based on proposed capital investment and designs submitted, including any plans to take environmental considerations into account (Step 2 Score).

Please refer to the Capital Improvements section on pages 16-17 of the RFP for more information.

STEP 1. The selection committee members must use the following formula to develop an initial score for the proposer (Step 1 Score for Subject Proposer):

_____ (Subject Guaranteed Capital Investment) **divided by** _____ (Highest Guaranteed Capital Investment Submitted) **times** 10 (Max Pts. For Step 1 Score) = _____ (Step 1 Score for Subject Proposer)

STEP 2. Determine the secondary score (Step 2 Score) taking the following factors into account:

- Proposers should submit a detailed timetable describing all design, improvements and capital work. This timetable should clearly outline all intended improvements and investments, the projected cost of these improvements, and the anticipated duration of each improvement. The timetable may use “phases” as a schedule. An approximate time frame for each phase should be included.
- Proposers should submit a plan describing the extent to which proposed capital improvements and investments will take into account environmental considerations.
- Proposers should submit designs of the exterior and interior of the Licensed Premises, including dimensions, photographs and renderings. All final designs of the successful proposer must be approved by Parks and other pertinent agencies in writing before construction can commence.
- Parks will view favorably proposals that include “green building” design elements and encourages the use of environmentally friendly products for all repairs and capital improvements.
- Parks will view favorably proposals that include capital investment and design that take current and anticipated ADA standards and codes into account

10-15 points	Proposer offers superior capital investment, improvements and design based on the above considerations.
5-9 points	Proposer offers satisfactory capital investment, improvements and design based on the above considerations.
0-4 points	Proposer offers limited capital investment, improvements and design based on the above considerations.

_____ (Step 2 Score)

STEP 3. Determine the Final Score for Subject Proposer (Step 1 Score + Step 2 Score) and place the figure next to “A” Score.”

A Score _____
(Max 25 pts)

Basis for Score: _____

Name of Proposer Organization: _____

B. Planned Operations (20 points)

Extent to which the proposer demonstrates that it will operate the concession at the highest caliber based on planned operation.

Consider the following factors:

- Proposers should submit a detailed operational plan for the entire Licensed Premises, including but not limited to intended use of the facility hours of operation, services to be provided, menu items to be sold, whether diverse and/or healthy food choices will be provided, a detailed list of all proposed prices and rates, internal controls landscaping plans, maintenance, rubbish removal, and cleaning schedules, safety and security plans, any plans to install energy efficient appliances or appliances that have the Energy Star seal of approval and/or water conserving appliances, and any plans to use “Green Seal” or other environmentally friendly products or devices. All plans, schedules, services, menu items, prices and rates, and hours of operation are subject to Parks’ prior written approval.
- Proposers should submit an estimated number of full-time and seasonal employees and the positions these employees will fill.
- Parks is charged with improving customer satisfaction with the services provided at facilities on parkland. Therefore, Parks would like proposers to explain in their submissions the mechanisms they would use to measure customer satisfaction with the services offered by this concession. Such mechanisms might include customer evaluations or survey forms. Further, Parks would like proposers to explain how they would improve the quality of services offered if the above mechanisms indicate a need to do so.
- Proposers should include a comprehensive pro-forma income and expense projection for each year of operation. This pro-forma projection should include explanations for all the assumptions used in its formulation.
- Parks will view favorably the installation of Energy Star approved appliances and equipment, at the Licensed Premises. Parks will also view favorably proposals that include plans to use “Green Seal” eco-friendly products such as soaps, cleaners, light bulbs, paper towels, toilet paper and paint.
- Proposers should indicate any plan to improve and/or change the use of the event space on the Licensed Premises, and explain how the change will integrate into the overall golf and sports complex.
- Parks will view favorably proposals which incorporate diverse and/or healthy food choices, such as salads, fresh fruit, nuts, bottled water, juices, smoothies, etc.
- Parks will view favorably proposals that demonstrate an awareness of the role of the concession as an integral part of the surrounding community. Parks will view favorably proposals that show a commitment to cooperate with and support park administrators, park users, and the community.
- Parks encourages proposers to incorporate a programming component into their proposals, (e.g., youth outreach programs, discounted/free concession services, special programs/accommodations for persons with disabilities). Parks will look favorably upon proposals that incorporate community programming and youth outreach.
- Parks will view favorably proposals that demonstrate how the concessionaire will work with Parks staff to address maintenance issues, and work with area residents to address concerns, such as noise and amplified sound levels.
- Parks encourages proposers to implement customer service mechanisms that will enhance and maintain the satisfaction of patrons. These mechanisms should be outlined in each proposal.
- Proposals that incorporate programming, amenities, and facility design that support year-round use, including opportunities for 12-month operation, will be viewed favorably.
- Parks will look favorably upon proposals that include a golf driving range and miniature golf course.
- Parks will view favorably proposals which include plans for an environmentally-friendly shuttle/trolley service.
- Parks will view favorably proposals that include plan to install light poles and associated lights at fields on the island .

14-20 points	Proposer offers superior planned operations based on the above considerations.
7-13 points	Proposer offers satisfactory planned operations based on the above considerations.
0-6 points	Proposer offers limited planned operations based on the above considerations.

B Score _____
(Max 20 pts)

Basis for Score: _____

Name of Proposer Organization: _____

C. Operating Experience & Financial Capability (20 points)

Extent to which the proposer demonstrates relevant and successful operating experience in the field, including any work with City agencies, and/or access to individuals and/or firms with such expertise.

Consider the following factors:

- Proposers should submit a resume or detailed description of the proposer's professional qualifications, demonstrating extensive experience in the industry, including any work with City agencies, and/or access to individuals and/or firms with such expertise.
- For proposers who have done business with the City, Parks may consider that experience as part of the selection criteria in evaluating proposals.
- Include the names and addresses of all corporate officers of the entity submitting the proposal. If any principal owner and/or officer of the submitting entity is currently or has been a principal officer of another entity or entities within the last five (5) years, that entity or entities (including applicable tax identification numbers) should be identified as well.
- Proposers should attach a list of at least three (3) recent relevant references, with whom the proposer has previously worked and/or who can describe such matters as the proposer's financial, operational and construction capability. One of the three references should be from a financial institution that has extended credit to the proposer. Include the name of the reference entity, a description of the nature of the listed reference's experience with the proposer and the name, title, address, and telephone number of a contact person at the reference entity.

8-10 points	Proposer has superior, highly successful operating experience in the field based on the above considerations.
4-7 points	Proposer has satisfactory successful operating experience in the field based on the above considerations.
0-3 points	Proposer has limited successful operating experience in the field based on the above considerations.

- Proposers should include information on their safety record, and experience in the operation and maintenance of this type of service will be considered.
- Proposers should include a financial statement or statements prepared in accordance with standard accounting procedures. Financial statements should include, but are not limited to, annual income and net worth (assets and liabilities), including a breakdown of liquid and non-liquid assets. Proposers should include supporting documentation of their financial worth, including but not limited to Certified Financial Statements, Balance Sheets and Income Statements and tax returns from the past three (3) years (corporate and/or personal).
- Proposers should identify the intended source of all funds proposed to be invested in the Licensed Premises.

8-10 points	Proposer demonstrates a superior capability to undertake all financial obligations under the license agreement based on the above considerations.
4-7 points	Proposer demonstrates satisfactory capability to undertake all financial obligations under the license agreement based on the above considerations.
0-3 points	Proposer demonstrates limited capability to undertake all financial obligations under the license agreement based on the above considerations.

Determine the Final Score for Subject Proposer (Operating Experience + Financial Capability) and place the figure next to "C" Score."

C Score _____
(Max 20 pts)

Basis for Score: _____

Name of Proposer Organization: _____

D. Fee Offer (20 points)

STEP 1. The selection committee members must use the following formula to develop an initial score for the proposer (Initial Score for Subject Proposer):

_____ (Subject Guaranteed Annual Flat Fee Net Present Value) **divided by** _____ (Highest Guaranteed Annual Flat Fee Net Present Value Submitted) **times** 20 (Max Pts.) = _____ (Initial Score for Subject Proposer)

STEP 2. Determine if any adjustments to the Initial Score for Subject Proposer are necessary. The selection committee member may adjust the Initial Score for Subject Proposer up or down taking the following into account:

- How the proposed fee offer relates to the fee offer for the prior license term of this concession and/or similar concessions.
- The feasibility of the proposed fee offer based on the planned operations for the concession and the financial history of the concession.
- The City urges that there be an escalation of at least five percent (5%) per year (compounded annually) in the guaranteed minimum fee over the license term.
- Any other factors which might affect the revenue paid to the city (deductions from gross receipts, etc.)

Selection committee members should explain the basis for any adjustments made to the Initial Score for Subject Proposer.

STEP 3. Determine the Final Score for Subject Proposer (Initial Score for Subject Proposer + or – any adjustments) and place the figure next to D Score.” If no adjustments were made to the Initial Score for Subject Proposer, the Initial Score for Proposer shall become the Final Score for Subject Proposer and shall be placed next to “D Score.”

D Score _____
(Max 20 pts)

Explain basis for rating, if adjustments to the Initial Score for Subject Proposer were made:

Name of Proposer Organization: _____

E. Integrated Sustainability by Design (15 points)

Extent to which the proposer demonstrates the ability to undertake all sustainability-based obligations under the License Agreement.

Please refer to the Environmental Considerations section on pages 11-12 of the RFP for more information.

Consider the following factors:

The fundamental goals of sustainability are to diminish the utilization of non-renewable energy, limit landfill waste, and create healthy, overall sustainable conditions. Proposers should include an organizational plan for sustainability that looks to decrease adverse effects on the climate and improve the overall quality of life of its users. Parks is seeking proposals that include the following, as applicable and feasible:

- enhance site potential through sustainably integrated design
- limit non-renewable energy utilization
- utilize ecologically ideal items
- conserve water
- upgrade indoor natural quality through biophilic designs, which can include incorporating natural materials, natural lighting, vegetation, and other elements of the natural world into the built environment
- optimize all maintenance and operations to follow concepts of sustainability

Proposers should identify each portion of the site that can be improved through sustainably integrated design and provide design plans, with labels and explanations, accordingly. Parks is seeking proposals that include sustainable technologies such as:

- Use energy-efficient lighting & appliances
- Install motion-activated fixtures and lights
- Use low-pressure faucets and water closets, etc.
- Increase permeable surfaces
- Incorporate Storm Water Management, including adding rain garden, if feasible
- Reduce paved surface areas by adding new landscaping in and around parking lots
- Install or convert building systems including Heating Ventilation and Air Conditioning to high efficiency, electric or sustainable systems
- Use locally sourced materials
- Using sustainable/recycled materials
- Include a Comprehensive Waste Management Plan, including recycling program and composting, if feasible
- Plant new deciduous trees, green roofs and landscaping to provide shade and reduce heat islands
- Install bike racks
- Provide electric charging stations for vehicles and maintenance equipment
- Utilize electric vehicles and maintenance equipment

Proposers should include a plan for integrating sustainability into everyday operations such as:

- Sustainability measurements, analytics, and performance reviews
- A sustainable leadership system to ensure an operation that is sustainable at its core (via employee training or workshops)
- A detailed plan for phasing out plastic usage and single-use items
- "Clean" or "green" cleaning products to ensure cleaner (water) run-off for the surrounding community
- Sustainable soaps, toilet paper, hand dryers (rather than paper towels), low-pressure faucets, etc. for patrons
- A plan to organize composting or partner with a composting entity to ensure minimal trash to landfills

10-15 points	Proposer demonstrates a superior capability to undertake all sustainability-based obligations under the license agreement based on the above considerations.
5-9 points	Proposer demonstrates satisfactory capability to undertake all sustainability-based obligations under the license agreement based on the above considerations.
0-4 points	Proposer demonstrates limited capability to undertake all sustainability-based obligations under the license agreement based on the above considerations.

E Score _____
(Max 15 pts)

Basis for Score: _____

TOTAL (A+B+C+D+E) = _____

Name of Proposer Organization: _____

Revised Total Score _____

(List each category changed & reference page numbers as applicable)

Result of: ☐ Committee Discussion ☐ Interview (if applicable) ☐ BAFO submission (if applicable)

☐ Other _____

Date: _____ Evaluator's Signature: _____

Revised Total Score _____

(List each category changed & reference page numbers as applicable)

Result of: ☐ Committee Discussion ☐ Interview (if applicable) ☐ BAFO submission (if applicable)

☐ Other _____

Date: _____ Evaluator's Signature: _____

Revised Total Score _____

(List each category changed & reference page numbers as applicable)

Result of: ☐ Committee Discussion ☐ Interview (if applicable) ☐ BAFO submission (if applicable)

☐ Other _____

Date: _____ Evaluator's Signature: _____

Revised Total Score _____

(List each category changed & reference page numbers as applicable)

Result of: ☐ Committee Discussion ☐ Interview (if applicable) ☐ BAFO submission (if applicable)

☐ Other _____

Date: _____ Evaluator's Signature: _____

Name of Proposer Organization: _____

SPACE FOR ADDITIONAL REVIEW COMMENTS

(Label each comment with its category, also subcategory, if applicable)

This image shows a full page of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page, typical of notebook or legal stationery. There are no margins, text, or other markings on the page.

THANK YOU FOR YOUR REVIEW

FRANCHISE AND CONCESSION REVIEW COMMITTEE

(Cal. No. 4)

RESOLVED, that the Franchise and Concession Review Committee ("FCRC"), pursuant to Section 1-05 of the Concession Rules of the City of New York, unanimously authorizes the New York City Department of Parks & Recreation ("Parks") to issue a significant RFP for a term of thirty (30) years for the renovation, operation and maintenance of a sports/recreation and food service facility at Randall's Island Park, Manhattan.

BE IT FURTHER RESOLVED, that Parks shall present the agreement it proposes to enter into at a public hearing of the FCRC for comment.

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

9/16/2026

Signed: _____

Title: City Chief Procurement Officer

Date: _____