

**Century House Historical Society (CHHS)
LOCATION USE AGREEMENT**

Event Company's Name :

Event Company's Phone #:

Primary Contact Name:

Primary Contact Email Address:

Event Name:

1. IDENTITY OF EVENT LOCATION: CHHS hereby grants to xxxxxx ("Producer") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, permission to enter upon and use real property located at CHHS (the "Property") at 668 County Rt 213 Rosendale NY as defined in Schedule A for the purpose the event *Luminous* (the "Program") a description of which is contained in Schedule A, which is attached hereto and is hereby made a part of this Location Use Agreement (the "Agreement").

2. TIME OF ACCESS:
 - (a) Access to the Property is granted from xxx_ to ___xxx (the "Term"s) which are mutually agreeable to the Producer and CHHS. Please notify CHHS if property is to be released before Term expiration.

 - (b) If following the immediate expiration of the Term, the Producer requires additional use of the Property to break down equipment, sets or props in connection with the Program, CHHS may permit Producer to continue use or re-enter and use the Property on additional dates. The fee for Producer's use of the Property for such additional period shall be a pro-rated portion of the same fee but includes additional fees if the re-entry causes a rescheduling of a CHHS event or damages. This pricing is good for up to 2 months after the end of the initial term.

 - (c) Producer is not obligated to actually use the Property or produce the Program or include recordings or photographs of the Property in the Program for which it was shot or otherwise. Producer may at any time elect not to use the Property by giving CHHS written notice of such election, in which case, neither party shall have any obligation hereunder. In the event of any such termination by Producer, the Producer shall forfeit the deposit and CHHS shall be reimbursed for reasonable costs incurred preparing the Property for Producer's use.

 - (d) SUBLET/ASSIGNMENT. The Producer may not transfer or assign use, or any right or interest hereunder or sublet said Premises or any part thereof without first obtaining the prior written consent and approval of the CHHS.

3. PAYMENT: Producer agrees to compensate CHHS for use of the Property and to grant CHSS entry to the Property, to monitor the activities during the Term. Compensation is in the amount of xxx_____ DOLLARS due by noon 10/29/2022 minus non-refundable deposit.
 - (a) A non-refundable deposit of 10% is required at time of booking along with this signed agreement.

 - (b) A refundable security deposit of \$xxx is due at time of booking.

 - (c) Upon receipt of the deposits (a&b), if rescheduling of previously scheduled events at the property is necessary, the Producer agrees to reimburse any damages. CHHS will make a good faith effort to mitigate these damages.

4. **RIGHTS TO THE PROPERTY:** For good and valuable consideration in the amount set forth above, the sufficiency of which is hereby acknowledged, CHHS hereby grants to Producer a temporary license:
- (a) to use the Property during the Term together with access to and from said Property for personnel and equipment, for use in connection with the event and/or recording of scenes in connection with the Program;
 - (b) to erect and maintain temporary sets, props, signs, equipment and structures on the Property during the Term;
 - (c) to photograph said Property, sets, props, signs, equipment and structures during the Term of the Agreement depicting the Property, accurately or otherwise, as Producer may choose, using the actual or fictional name and/or trademark and identifying features thereof; and

Under no circumstance shall the Producer be construed to be the agent, employee or representative of CHHS. Maximum capacity of the Property at any point is 500 people inclusive of staff both CHHS and Producer.

5. **MODIFICATIONS TO PROPERTY:** CHHS is an historical site and must be treated as such by the Producer.
- (a) Producer is granted the right to place all necessary facilities and equipment on the Property stated in Schedule D, site plan, and agrees to remove the same after completion of work and leave the Property in as good of condition as when received, with the exception of normal wear and tear. CHHS shall have no responsibility or liability for any facilities or equipment brought onto the Property under this Agreement. Security for equipment is responsibility of Producer.
 - (b) Producer shall use reasonable care to prevent damage to the Property. Producer and CHHS agree to jointly inspect the Property prior to and following Producer's use, noting in writing all existing damage, if any. CHHS agrees to submit to Producer in writing, within ten (10) days of Producer vacating the Property (and within ten (10) days of completion of any additional use by Producer of the Property, if at all), a detailed list of all claimed property damage for which Producer is responsible. CHHS will permit Producer's representatives to inspect such damage. In the event that any damage to the Property is caused by Producer's use of the Property, Producer shall pay for all necessary repairs.
 - (c) Under no circumstances shall there be any drilling, hammering, excavating or otherwise defacing of the Widow Jane Mine walls, floor or ceiling both interior and exterior.
 - (d) Under no circumstances shall there be open fires built in the Widow Jane Mine or exterior without approved adequate ventilation.
 - (e) Under no circumstances shall there be idling vehicles in the Widow Jane Mine.
 - (f) Under no circumstance shall the grounds and real property be modified in any way including but not limited to painting, tree removal, landscaping without prior review and consent of the CHHS.
 - (g) A site usage plan (Schedule D) must be submitted. This plan must be submitted at least 2 weeks before the event and deviations from the plan must be approved by the CHHS.
 - (h) A CHHS site coordinator must be present on-site at all times when event, construction or break-down is being performed and has unlimited, unimpeded access to inspect work areas at any time. Any restrictions of this right will result in immediate termination of this contact.
 - (i) Under no circumstances shall any CHHS artifact be moved or removed without prior review and consent of the CHHS Board of Directors. Any found historical artifacts are the property of CHHS must be returned to CHHS by the Producer.
 - (j) A designated point of contact must be appointed by the Producer and available during hours of activity.

- (k) The site coordinator and CHHS have the option to halt production or terminate the contract for any violation of the clauses contained in section 5 provided that Producer is first given notice of such violation and an opportunity to cure within a reasonable period of time.
6. **RIGHTS TO MATERIALS:** All physical embodiments of event, recording and photography on the Property shall hereinafter be known as the "Materials".
- (a) CHHS grants to Producer all rights of every kind in and to the Materials including, without limitation, the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, in and in connection with the Program and any production based thereon including advertising and promotional purposes in connection therewith.
- (b) All rights, including copyright, in the Materials shall be and remain vested in Producer and neither CHHS, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer or any other party arising out of any use of the Materials, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature, with the exception of pornographic materials, for which use of the Property is strictly prohibited.
- (c) In no event shall the Producer display or otherwise, in any manner, associate the Property with content related to pornographic materials.
7. **LICENSES AND PERMITS:** Producer shall be solely responsible for obtaining all permits, licenses, and other necessary permissions for Producer's activities, and shall hold CHHS harmless for any fines or penalties which may be levied as a consequence of Producer's non-compliance with laws or regulations. CHHS shall have no liability if Producer's activities are prevented or curtailed for any reason including by governmental authorities or by force majeure.
8. **LIABILITY AND INDEMNIFICATION:** Producer agrees to defend, indemnify, and hold harmless CHHS, including its officials, officers, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Producer's, its employees', representatives', subcontractors', assignees', or agents' activities pursuant to this Agreement, which CHHS, or its officials, officers, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Producer, its employees, representatives, subcontractors, assignees, or agents.
9. **INSURANCE:** At the time of booking or before, the Producer shall provide CHHS with certificates of insurance as described in Schedule B, Commercial General Liability which is attached hereto and is hereby made a part of this Agreement.
10. **AUTHORITY:** CHHS warrants that it has the full right to enter into this Agreement and that the consent of no other party is necessary to grant all the permissions granted. Without limiting the generality of the foregoing, in the event CHHS shall sell, lease or otherwise grant a property interest to a third party during Producer's use of the Property or thereafter, such third party's interests shall be subject to, and CHHS shall require such third party to comply with, the terms hereof, such being of the essence of this Agreement.
11. **GOVERNING LAWS:** This Agreement shall be governed by and construed in accordance with the internal law of the State of New York applicable to agreements made and wholly performed therein, without giving effect to New York's principles of conflicts of law. Any dispute hereunder shall be heard only in the courts of CHHS of Ulster, New York (state or federal) and the parties hereto hereby consent to personal and subject matter jurisdiction in any such court.
12. **ENTIRE AGREEMENT:** This is the entire Agreement. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated. This Agreement may only be altered by both parties signing an additional agreement amending its terms.

13. The persons signing this Agreement by doing so represent respectively that they are fully authorized to sign this Agreement on behalf of CHHS and Producer, as set forth below.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

AGREED AND ACCEPTED:

CHHS

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A – CHHS PROPERTY UNDER AGREEMENT

- Widow Jane Mine Interior + Surrounds
- Grounds access only – (excludes Widow Jane Mine)
- Along pond to Gazebo
- Lower Parking
- Upper Parking
- Snyder House
- Exclusive access
- Overnight camping
- Generator
- Lavatories
- Path Lighting
- Parking service
- Ticketing service
- Marketing service

An indicates CHHS provides. EVERYTHING not checked OR not listed is responsibility of PRODUCER.

SCHEDULE B
COUNTY OF ULSTER INSURANCE REQUIREMENTS

I. CONDITIONS OF INSURANCE

Unless otherwise authorized by CHHS, strict adherence to this schedule is required. Any deviation without prior authorization from CHHS will result in a delay in the finalization of this Agreement.

The Producer shall submit copies of any or all required insurance documents as and when requested by CHHS and before the term of the agreement. Upon policy renewal, the Producer shall submit updated insurance policy information.

II. CERTIFICATES OF INSURANCE

The Producer shall file with CHHS, at contract signing, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

- a. Name and address of Insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect

- e. Policy number
- f. Inception and expiration dates of policies included on the certificate
- g. Limits of liability for all policies included on the certificate
- h. **“Certificate Holder” for all certificates shall be CHHS, 668 Rt 213, Rosendale New York**
- i. Owner is to be listed as additional insured on a primary & non-contributory basis on general & automobile liability. Waiver of subrogation in favor of owner shall apply on general liability, automobile liability & workers’ compensation.

If the Producer’s insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, CHHS shall be provided with a new certificate indicating the replacement policy information as requested above. CHHS requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

The Producer agrees to indemnify CHHS for any applicable deductibles and self-insured retentions.

III. WORKERS’ COMPENSATION AND DISABILITY INSURANCE

The Producer shall take out and maintain during the life of this Agreement, Workers’ Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to CHHS.

If the Producer is not required to carry such insurance, the Producer must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. “ACORD” forms are not acceptable proof of WC and/or DB Insurance.

IV. WORKERS’ COMPENSATION REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Producer) seeking to enter into a contract with (CHHS) must provide one of the following forms to the municipal entity with which it is entering into a contract. The Producer should contact their insurance agent to obtain acceptable proof of WC coverage:

- Form C-105.2 – “Certificate of NYS Workers’ Compensation Insurance” **or**
- Form U-26.3 – “Certificate of Workers’ Compensation Insurance” issued by the New York State Insurance Fund **or**
- Form SI-12 – “Affidavit Certifying that Compensation has Been Secured” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Producer is self-insured **or**
- Form GSI-105.2 – “Certificate of Participation in Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance administrator of the group **or**
- Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Producer is self-insured.

If the Producer is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

V. DISABILITY BENEFITS REQUIREMENTS

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Producer) seeking to enter into a contract with CHHS must provide one of the following forms to the municipal entity with which it is entering into a contract. The Producer should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

- Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” **or**
- Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Producer is self-insured.

If the Producer is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at <http://www.wcb.ny.gov>

VI. COMMERCIAL GENERAL LIABILITY INSURANCE

The Producer shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and CHHS from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Producer, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Producer to maintain such insurance in amounts sufficient to fully protect itself and CHHS, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

- Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

Other Conditions of Commercial General Liability Insurance:

- Coverage shall be written on Commercial General Liability form.
- Coverage shall include:
 - Contractual Liability
 - Independent Contractors
 - Products and Completed Operations
- “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VII. UMBRELLA LIABILITY OR EXCESS LIABILITY INSURANCE

Umbrella Liability or Excess Liability Insurance shall be provided by the Producer in an amount not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS**.

NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.

The Umbrella/Excess Liability coverage MUST be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions.

“Additional Insured” status shall be granted to “Century House Historical Society, 668 Rt 213 Rosendale, New York, shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

VIII. AUTOMOBILE LIABILITY INSURANCE

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Producer, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS**.

Coverage shall include:

- All owned vehicles
- Any hired vehicles

- c. Any non-owned vehicles
- d. "Additional Insured" status shall be granted to "CHHS", shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

IX. FOOD AND ALCOHOL

CHHS and Insurer shall be made aware if food and alcohol are to be served and insurance coverages are modified in accordance.

X. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)

[] If this box is checked, Professional Liability Insurance shall be provided by the Producer in an amount not less than **ONE MILLION AND 00/100 (\$1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS** general aggregate.

SCHEDULE C – Payment Detail as Applicable

As outlined in main agreement.

SCHEDULE D – Producer Site Plan

Please describe in detail the changes to CHHS property needed by the Producer (use separate document as applicable):

- all installations, including by not limited to signs, props, sets, temporary structures, tents, etc.
- Estimated number of staff and attendees
- Staff vehicles
- Food and/or alcohol
- Fires & inclusion of ponds or other water features
- Safety lighting and production lighting
- Sound equipment
- Special effects equipment including but not limited to zip lines, boats, fog machines, animatronics, etc.

SCHEDULE E –Food & Alcohol Service

Licensed catering is encouraged. If food service is to be provided by Producer, an Ulster Department of Health Certificate to Operate shall be provided at time of booking or final payment. It is recommended that the Producer applies for this to Ulster County at least 4 weeks ahead of the event. Alcohol permits are provided by the State of NY and must be provided at time of booking of final payment.

Further information is at the Ulster County web site.