



PERMIT AGREEMENT

This Permit Agreement (this "Permit") is effective as of **DATE** (the "Effective Date") and is made by and between the Science Museum of Long Island ("SMLI") and **NAME** and (the "Permittee") as detailed herein.

1. THE EVENT.

- (a) The Premises subject to this Permit shall consist of. The Permittee shall not use any portion of the grounds of SMLI or the buildings of SMLI other than the Premises, except as may be necessary and incidental to the Permittee's use of the Premises. The term of this Permit shall be **DATE, TIME**. The Permittee shall use the Premises solely for the purpose of a *type of event*. As used herein, the "Event" shall mean the use of the Premises for the foregoing purpose on the dates specified in this Paragraph.
- (b) The Event shall not last longer than five (5) hours and shall not extend later than 11:00 pm. Music is not permitted past 10:00 pm as per local sound ordinance laws. The Permittee and its employees and invitees shall vacate the Premises entirely by the end of the permit period.

2. FEES; SECURITY DEPOSIT.

- (a) The fee for up to five (5) hours' use of the Premises (excluding preparation and cleanup time) is [\$3,000.00] A non-refundable (except in the circumstances described in Paragraphs 3(a) and 9) [\$1,500] initial deposit and an additional [\$500.00] refundable security deposit (\$2,000.00 total) is required three (3) months in advance of the Event. The remaining [\$1,500.00] shall be paid to SMLI on the Wednesday preceding the Event. If any fee or deposit is not paid in full by the specified due date, SMLI may terminate this Permit immediately and without further notice to the Permittee. All payments by the Permittee shall be made by bank check or cashier's check payable to the Science Museum of Long Island. Should the Event extend beyond the five contracted hours (excluding preparation and cleanup time), the Permittee shall pay SMLI a fee of \$250 for the first such additional hour and a fee of \$500 for each subsequent additional hour or part thereof.
- (b) The initial deposit and the security deposit shall be held by SMLI without SMLI having liability for paying interest to the Permittee or any other party. The security deposit shall be held by SMLI as security for the full, faithful, and prompt performance of and compliance with each and every term and condition of this Permit to be performed and observed by the Permittee. The security deposit shall remain with SMLI up to ten business days following the expiration or sooner revocation of the Term. The cost of repairing any damages to the Premises and of removing any items or refuse left behind by the Permittee will be deducted from the security deposit.



- (c) If any fees or other charges or sums payable by the Permittee to SMLI shall be overdue or unpaid, or should SMLI make payments on behalf of the Permittee, or should the Permittee fail to observe any of the terms of this Permit, then SMLI may, at its option, and without prejudice to any other remedy which SMLI may have on account thereof, after five days prior written notice to the Permittee, apply the security deposit to compensate SMLI toward the payment of Permit fees, late charges, liquidated damages, other sums due from the Permittee hereunder, or losses or expenses incurred by SMLI resulting from a failure by the Permittee to fully comply with the terms of this Permit, with the amount of such deposit being applied as SMLI reasonably determines. In the event the Permittee shall fully and faithfully comply with all of the terms, covenants and conditions of this Permit, and pay all fees and other charges and sums payable by the Permittee to SMLI, the aforementioned security deposit (less any amounts deducted therefrom in accordance with this Permit) shall be returned to the Permittee following the surrender of the Premises by the Permittee to SMLI in compliance with the provisions of this Permit.

3. CANCELLATION AND REVOCATION.

- (a) Cancellation of the Event by the Permittee shall be made by notice in writing given in accordance with Paragraph 11. If the Permittee cancels the Event two weeks or more prior to the date of the Event, the Permittee shall be entitled to a full refund of the initial deposit and security deposit. If the Permittee cancels the Event less than two weeks prior to the date of the Event, the Permittee shall forfeit the initial deposit but shall be entitled to a full refund of the security deposit.
- (b) SMLI reserves the right to revoke this Permit on demand with cause. In the event of revocation, SMLI shall return the Permittee's initial deposit and security deposit, less any deductions for expenses incurred by SMLI in connection with the Event, within ten days after the date of the revocation.

4. **SERVICE PROVIDERS.** SMLI has the right of approval of the Permittee's service providers. The Permittee shall ensure compliance with the terms of this Permit by all service providers, and the Permittee shall be fully liable for the acts and omissions of each such service provider as if such acts or omissions were performed by the Permittee.



5. CONDITIONS AND REGULATIONS OF USE OF THE PREMISES.

- (a) The Permittee shall make no structural or non-structural alterations or improvements to the Premises, without the prior written consent of SMLI and Nassau County.
- (b) The Permittee will not do, or permit to be done, anything in or upon any portion of the Premises or bring or keep anything therein, which will in any way conflict with any condition in any insurance policy upon the Premises or any part thereof, or in any way increase any rate of insurance upon the Premises or on any personal property kept there.
- (c) The Permittee covenants to keep the Premises in a condition at least equal to that at the beginning of its occupancy under this Permit and that it will surrender and give up the Premises to SMLI upon the termination of this Permit. The Permittee represents that it has knowledge that the Premises are used for a public purpose and that delay in returning the Premises on time after use may subject SMLI and Nassau County to substantial claims for damages or adversely affect use of the Premises. The Permittee hereby waives the requirement of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by SMLI or Nassau County to recover possession of the Premises, the Permittee will not enter any answer and will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.
- (d) The Permittee agrees and acknowledges that all floor areas of SMLI used in the Event shall be swept clean and mopped following the Event and that all waste of any size or nature generated by the Event shall be placed in appropriate receptacles. The Permittee shall provide the containers to be used for depositing waste; such containers shall be emptied into designated dumpsters on the premises of SMLI. Any items that are too large to fit in the dumpsters shall be cut down or broken down to a size that will fit in the dumpsters. Garbage shall not be burned on the premises of SMLI and no noxious odors shall be permitted to escape from the premises such as to affect any adjoining premises.
- (e) The Permittee expressly agrees to use preparation areas solely for the heating, arranging, and/or serving of food and refreshments. The Permittee shall ensure that the preparation area is left in clean condition upon conclusion of the Event.
- (f) The Permittee acknowledges the rules and regulations of the Department of Parks, Recreation and Museums of the County of Nassau and agrees to abide by such rules and regulations in all respects.



- (g) The Permittee expressly acknowledges the statutes and ordinances of the County of Nassau with respect to the prohibition of smoking in the public areas and agrees to prohibit smoking on the premises of SMLI.
- (h) The Permittee agrees to use the Premises in compliance with all applicable laws, regulations, codes, rules and other directives of any municipality or governmental authority, including but not limited to the United States, the State of New York, Nassau County, and the Incorporated Village of Plandome Manor. The Permittee at its own cost and expense shall obtain any and all approvals, permits and other licenses required by federal, state and local laws, rules, regulations and orders that are or may become necessary, including any Nassau County Department of Health permits required.
- (i) No Event shall have more than 150 invitees.
- (j) The Permittee is responsible for the supplying, setting-up, cleaning and breakdown of tables, chairs, equipment and other accessory items. The Permittee is responsible for the replacement of any of SMLI's furniture used during the Event and for restoring said furniture to the rooms within SMLI as found. SMLI is not responsible for moving any heavy furniture or picnic tables.
- (k) Any and all rental equipment, floral arrangement or any other variety of material to be used in the Event shall not be brought to SMLI in advance of the day of the Event without the prior approval of SMLI's Executive Director.
- (l) The Permittee shall remain liable to SMLI for any damages should the Permittee fail to cease operations and vacate the Premises on or before the expiration of the term of this Permit. Upon vacating the Premises, the Permittee will forthwith remove all personal property belonging to it or its guests from the Premises, and it thereupon will execute a full release to SMLI for any damages which may have resulted to its property arising out of or due to its occupancy of the Premises. Any equipment, material or any other device or property left behind by the Permittee or its agents, assigns, or employees shall be considered abandoned and may be disposed of by SMLI as it deems appropriate in its sole discretion without any notice or liability to the Permittee. SMLI may charge the Permittee for the cost of disposing of such items, plus a penalty of 15%, and such charge may be deducted from the security deposit provided by the Permittee.
- (m) The Permittee and shall be responsible for the cost of any repairs, cleaning or maintenance work of any kind to be performed upon the Premises as a result of this Permit.
- (n) Electrically amplified sound that violates the Noise ordinance of the Village of Plandome Manor (Chapter 147 of the Code of such Village) is prohibited.



- (o) Fireworks and shooting are expressly prohibited. Open flames of any kind, including candles, are prohibited.
- (p) The Permittee is expressly prohibited from offering or permitting to provide bathing beaches, boating or fishing facilities, picnicking, gymnastics, football, baseball, soccer, lacrosse, hockey, tennis, track, swimming, handball, skating, sledding, skiing, golf, or other sports.
- (q) Vendors of refreshments, amusements rides or similar uses are expressly prohibited.
- (r) On the day of the Event, a representative of SMLI must be present at all times, including the preparation and cleanup time needed by the Permittee's staff. SMLI will pay its staff representative for the five hours of the Event only. The Permittee shall be responsible for paying for the SMLI representative for any additional time prior to or after the Event, including cleanup time, at the rate of \$50.00 per hour.
- (s) The Permittee shall supply an adequate number of properly trained staff to professionally carry out the duties required for the Event and protect SMLI's buildings and grounds, including providing attendants to be stationed in each bathroom throughout the Event.
- (t) Upon notice in advance to the Permittee, SMLI reserves the right to hire adequate security personnel to be stationed on the Premises for the Event. The cost of such security personnel will automatically be deducted from the security deposit submitted by the Permittee. With the approval of SMLI, the Permittee may also contract its own security personnel, which will follow the rules, regulations, and standards set forth by the terms and conditions of this Permit in relation to any other contracted vendor.
- (u) The Permittee shall be responsible for requiring the proper behavior and respect of all guests and staff at the Event. SMLI reserves the right, in its sole discretion, in the case of improper behavior, to expel the offending party and/or terminate the Event immediately, without any compensation or refund due to the Permittee.
- (v) The Permittee shall provide valet parking service for the Event. Vehicles shall not be parked on SMLI's grounds except in areas designated by a representative of SMLI. In no event shall the Permittee permit parking along Rock Hollow Road or North Plandome Road.



6. CONDITION OF THE PREMISES; RELEASE.

- (a) The Permittee represents and acknowledges that it has inspected or will inspect the Premises, has knowledge of its condition and of any fixtures and other appliances therein or thereon to be used by the Permittee, and has found the Premises to be suitable for its permitted use as provided herein. The Permittee acknowledges and represents to SMLI and to Nassau County that neither SMLI nor Nassau County nor any of their respective agents or representatives has made any statements or representations regarding the quality, nature, adequacy or physical condition of the Premises, mechanical, electrical and plumbing and other building systems thereof, the uses which can be made of the same, its compliance with any environmental or occupational protection laws, rules, regulations or requirements, the state of title, or any other matter or thing affecting or relating to the Premises. The Permittee is accepting the Premises in its "AS IS" condition "WITH ALL FAULTS" as of the date of the Event for which this Permit exists.
- (b) The Permittee voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by the Permittee as a result of the condition of the Premises. The Permittee hereby releases, waives, discharges, and covenants not to sue SMLI, Nassau County, or any of their respective agents, officers, trustees, employees and volunteers, for any such loss, damage or injury, regardless of whether any such loss, damage, or injury arises out of any negligence of SMLI or otherwise, to the fullest extent allowed by law. The Permittee represents that it expressly intends that this Paragraph shall bind the members of its family and spouse, if the Permittee is alive, and its heirs, assigns and personal representatives, if the Permittee is deceased, and shall be deemed as a release, waiver, discharge, and covenant not to sue SMLI, Nassau County, or any of their respective agents, officers, trustees, employees and volunteers. The provisions of this Paragraph shall survive the termination or expiration of this Permit.
- (c) The Permittee acknowledges that this Permit is a license solely for the Premises and nothing contained herein is intended to transfer to the Permittee any rights with respect to the land under or adjacent to the Premises.
7. **INDEMNIFICATION.** The Permittee agrees to conduct its activities upon the Premises so as not to endanger any person thereon, and to indemnify and hold harmless SMLI and Nassau County, and their agents, officers, trustees, employees and volunteers (the "Indemnified Parties"), against any and all claims, demands, causes of action, legal proceedings, including claims for personal injury and/or death, damages (including theft of or damages to the Indemnified Parties' property), costs and liabilities, in law or in equity, of every kind and nature whatsoever (collectively,



“Claims”), directly or proximately resulting from, arising out of, or in connection with the Permittee’s use and occupation of the Premises, whether such use is authorized or not, or from any acts, productions, events, etc., of the Permittee, its officers, agents, employees, subcontractors, licensees, displayers, guests, volunteers, patrons or invitees, regardless of whether such claims arise out of any negligence of SMLI, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law. The Permittee shall, at the demand of SMLI or Nassau County, defend at its own risk and expense any and all Claims which may be brought or instituted against any Indemnified Party; the Permittee shall pay and satisfy any judgment or decree which may be rendered against any Indemnified Party in any related suit, action or other legal proceeding, and the Permittee shall pay for any and all damages to the property of any Indemnified Party, for loss or theft of such property, done or caused by the Permittee, its officers, agents, employees, volunteers, subcontractors, licensees, displayers, guests, patrons or invitees. The provisions of this Paragraph shall survive the termination or expiration of this Permit.

8. INSURANCE.

- (a) General Liability Insurance. The Permittee shall furnish to SMLI a certificate of commercial general liability insurance, issued to and covering the liability of SMLI and Nassau County and the Permittee, with respect to the ownership and use of the Premises. Such liability policy shall name “The Science Museum of Long Island” and “County of Nassau” as additional insureds. The limit of liability in such policy shall be not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate for all damages arising out of personal injury and/or bodily injury, including death at any time resulting therefrom, and destruction to property. Such insurance must be kept continuously in force during the currency of this Permit and any renewals thereof and shall be written by a carrier licensed to do business in the State of New York and satisfactory to SMLI and Nassau County. The premium for such policy is to be paid by the Permittee. SMLI and/or Nassau County reserve the right to require the Permittee to provide such additional insurance, including other types and higher amounts of insurance, as SMLI and/or Nassau County at their discretion may request.
- (b) Workers’ Compensation. In the event the Permittee engages or intends to engage employees for the Event, the Permittee will furnish a certificate of current workers’ compensation insurance, in the requisite statutory amounts, to cover all such personnel.
- (c) General Insurance Requirements. All insurance required under this Paragraph 8 shall (i) be primary to any additional insureds; (ii) be non-contributory with respect to any other insurance or self-insurance SMLI and Nassau County may



maintain, and (iii) include a waiver of all rights of subrogation against SMLI and Nassau County.

9. FORCE MAJEURE.

- (a) SMLI shall have no obligation to make the Premises available to the Permittee if it is prevented from doing so by reason of an act of God, strike, illness, any act or order of public authority (including, without limitation, related to Covid-19), or other unforeseen event beyond the control of SMLI (a "Force Majeure Event").
- (b) Upon a Force Majeure Event, (i) SMLI shall have no liability to the Permittee except as set forth herein, and (ii) the Permittee shall be entitled to a refund of its initial deposit, balance of the fee (if already paid) and security deposit (less deductions for any costs incurred by SMLI in connection with the Event).

10. USE OF SMLI NAME; PUBLICITY.

- (a) The Permittee acknowledges that neither the name nor the address of SMLI may be used as the official address or the official headquarters of the Permittee. The Permittee agrees that the use of the name "Science Museum of Long Island" may be used for no purpose other than to identify the location of the Event.
- (b) In the event that the Permittee uses the name of SMLI to publicize the Event, be it by print or electronic media, a copy of the advertisement or message must be submitted to SMLI within a reasonable time in advance of the publication of such advertisement or message. If by print media, the name of the sponsor must appear in letters substantially larger and more prominent than that of SMLI. If any advertising material, be it by print media or electronic media, improperly implies that the Event is sponsored by SMLI, SMLI shall have the right to revoke this Permit for cause as provided in Paragraph 3(b).

11. NOTICES. Any notice, request, demand or other communication required to be given or made in connection with this Permit shall be in writing and shall be delivered or sent by hand delivery evidenced by a signed, dated receipt, or by certified mail with return receipt, or by overnight delivery by a nationally recognized courier service. A communication sent by electronic mail shall not be considered a notice validly given unless and until such communication is sent by one of the methods described in the immediately preceding sentence. Notices given in accordance with this Paragraph are deemed given or made on the date the delivery receipt was signed, or three business days after mailing with return receipt, or one business day after it is released to a courier service (with receipt), as applicable, in each case to the attention of and at the address specified below:



Notices to SMLI will be given to:

The Science Museum of Long Island

1526 North Plandome Road

Manhasset, New York 11030

Attention: Executive Director – Kristen Laird

Klaird@sml.org 516.564.2950

Notices to the Permittee will be given to:

Permittee Name

Address

Email

Phone

12. **ASSIGNMENT.** This Permit shall not be assigned, shared or otherwise transferred without written approval of SMLI, and any purported assignment, sharing or transfer without such written approval shall be void ab initio.

13. **NO LANDLORD-TENANT RELATIONSHIP.** SMLI and the Permittee expressly agree that his Permit shall not create or be construed to create a landlord-tenant relationship between them under any circumstances.

14. GENERAL.

- (a) This Permit represents the entire agreement among the parties concerning the subject matter hereof, and supersedes all prior and contemporaneous agreements, written or oral.
- (b) This Permit shall not be a binding agreement unless and until signed by both SMLI and the Permittee, but once signed by both parties this Permit shall be effective as of the Effective Date specified in the preamble of this Permit.
- (c) This Permit may be amended only by means of a written instrument signed by duly authorized representatives of the Permittee and SMLI.
- (d) No waiver of any provision of this Permit shall be effective unless such waiver is in writing and signed by the party to be charged. No waiver of a breach of any provision of this Permit shall be construed as a waiver of any previous or subsequent of such provision or of a breach of any other provision of this Permit.
- (e) This Permit shall be construed in accordance with the laws of the State of New York, without reference to its conflicts of law principles. Any suit or other proceeding arising out of or relating to this Permit must be filed or entered into only in the state courts of the State of New York or the federal courts located in the State of New York.



- (f) Any portion of this Permit deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

- (g) The paragraph and subparagraph headings used herein are for reference and convenience only, and shall not affect the interpretation hereof.

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IN WITNESS WHEREOF, SMLI and Permittee have executed this Permit and agree to be bound by all the terms and conditions set forth herein.

THE SCIENCE MUSEUM OF LONG ISLAND:

Signature: _____ Title: _____

Name (Print): _____ Date: _____

PERMITTEE:

Signature: _____ Name (Print): _____

Date: _____