

## LICENSE AGREEMENT

between

FACULTY STUDENT ASSOCIATION OF DOWNSTATE MEDICAL CENTER and  
HEALTH SCIENCE CENTER AT BROOKLYN FOUNDATION, INC.

THIS LICENSE AGREEMENT, made this 10<sup>th</sup> day of May, 2019,  
by and between the Health Science Center of Brooklyn Foundation, Inc., having its  
principal place of business at 450 Clarkson Avenue, Brooklyn, New York, 11203,  
hereinafter referred to as "Licensor" or "FOUNDATION" and Faculty Student  
Association of Downstate Medical Center, having its principal place of business at 450  
Clarkson Avenue, Brooklyn, New York 11203 hereinafter referred to as "LICENSEE" or  
"FSA."

### WITNESSETH:

WHEREAS, the FOUNDATION was established as a campus-related entity to support  
the educational, student and clinical needs of SUNY Downstate Medical Center;

WHEREAS, the FSA was established to provide auxiliary services to SUNY Downstate  
Medical Center;

WHEREAS SUNY Downstate has significant parking needs for its employees, students,  
patients and visitors;

WHEREAS the FOUNDATION owns and leases certain properties listed in Exhibit A of  
this Agreement ("premises") which may be made available for parking;

WHEREAS the FSA has entered or will enter into a contract with a vendor to manage  
parking services to the SUNY Downstate community;

WHEREAS, the parties desire to enter into an agreement whereby the FOUNDATION,  
as a Licensor, will make such properties available to FSA, as a Licensee, for the parking  
program ("parking program"),

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and  
promises contained herein and for good and valuable consideration, the receipt and  
adequacy are hereby acknowledged, the parties hereto agree to the following:

1. (A) **Grant of License.** FOUNDATION hereby grants a non-exclusive license to  
Licensee to use the Premises, commencing on various dates beginning on May 20,  
2019 (the "Commencement Date"). The term of the license granted hereunder,  
unless earlier terminated in accordance with the Agreement, shall expire at  
midnight on June 30, 2024 (the "expiration date"). FOUNDATION  
acknowledges and consents to the use of the Premises by the Licensee to provide

parking for the students, employees, patients and visitors to SUNY HSBC Brooklyn a/k/a Downstate Medical Center (the "Downstate Community") either directly or through a vendor. The license includes the right of the licensee and or its assignee(s) to cross over property not part of the premises to access parking spaces and other areas included in the licensed premises. The parties may agree to staggered commencement dates for specific properties listed in Exhibit A.

**(B) Permission to Licensee to install equipment:** The FOUNDATION hereby grants permission to the FSA and its vendor to enter the Premises and to erect appropriate equipment and fixtures prior to the commencement date of the License provided that the FSA provides advance notification and obtains permission, as appropriate.

**(C) Non-interference with License:** Provided the licensee is not in violation of this Agreement, FOUNDATION shall not, except as provided herein, interfere in or prevent the use by licensee or its assigns of the Premises licensed hereunder.

**(D) Assignment of License:** Provided that the FOUNDATION has provided prior written consent, FSA may assign this license in whole or part and under such conditions as it may reasonably see fit to facilitate the use of the Premises for parking by the Downstate Community.

**(E) Renewal of License:** Providing that Licensee is not in violation or default under this agreement, the license agreement may be extended upon the same terms at the option of Licensee for another five years upon written notice by Licensee to FOUNDATION given not less than ninety days prior to the expiration date.

**3. Utilities and Support for Premises:** FOUNDATION shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the Premises. No telephone service or data service shall be provided by FOUNDATION to LICENSEE or to the Premises. Foundation shall maintain the Premises, which includes landscaping, snow removal and repair of the Premises as necessary. The cost of installation of utilities at any specific site shall be reimbursed by the Licensee.

**3. Fees Due for License:** In consideration of the premises and services to be provided by FOUNDATION as set forth herein, LICENSEE agrees to pay FOUNDATION, the base license fee of \$ \$46,058.00 per month with such additional costs set forth in Exhibit B. In the event that the commencement date for the use of the properties is not the same day, LICENSEE shall pay FOUNDATION pro rated fees in accordance with Exhibit B until such time that all properties are in use. Payment shall be made by LICENSEE on or before the first day of each month during the term of this License with the first payment becoming due July 1, 2019, unless the parties otherwise agree. Notwithstanding the foregoing, the parties agree that the obligation of the Licensee to pay the full amount of the monthly fee is contingent upon receipt of sufficient funds. Licensor maintains the discretion to add or reduce or substitute specific sites and will adjust the fee to reflect

12. **Licensors Insurance:** The FOUNDATION shall maintain commercial liability insurance on the Premises, which include \$1 million per occurrence and \$2 million per aggregate. The FOUNDATION shall also maintain workers compensation insurance and disability insurance as required by statute.

13. **Licensee Insurance:** LICENSEE shall maintain commercial liability insurance in the amounts of \$1 million per occurrence and \$2 million per aggregate, and workers compensation insurance and disability insurance as required by statute. In addition, LICENSEE shall maintain or require any contracted parking vendor/assignee to maintain (a) commercial liability insurance in the amounts of \$ 1 million per occurrence and \$2 million in the aggregate; (b) commercial auto liability insurance \$1 million, minimum; (c) garage liability insurance, \$1 million; (d) umbrella liability insurance not less than \$5 million per occurrence and \$5 million in the aggregate; (d) workers compensation in statutorily required amounts and (e) disability insurance as required by statute. Any insurance required of any contracted parking vendor/assignee shall name, FSA (Licensee), FOUNDATION, SUNY HSCB and the State of New York as additional insureds.

14. **Parties Own Negligence and Indemnification** The FOUNDATION and FSA agree that each party shall be responsible for its own negligence. Each party (indemnifying party) hereto shall save, keep harmless and defend the other party (indemnified party) against any and all liability for claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property, occurring in connection with or in any way incident to or arising out of the use operation management of the Premises and adjacent space, or performance of work in connection with this contract, resulting in whole or in part from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, agents, subcontractors or representatives of party indemnifying party. In the event insurance is provided by the parties to this Agreement the other party hereto shall be included as an additional insured on such insurance policy(s).

15. **Termination for Violation of Law or Policy:** LICENSEE agrees that this license shall be void and of no further force and effect upon any use of FOUNDATION property which is inconsistent with state or federal law or which in any way conflicts with the purpose of objectives of FOUNDATION.

16. **Notice and Right to Cure:** Notwithstanding the foregoing, in the event that Licensee is in default or violation of this agreement, except in the payment of fees under paragraph 4, of this Agreement, then in such event, FOUNDATION shall give written notice of such violation or default in which case Licensee shall have fifteen (15) days to cure such violation or default before the license terminates or the FOUNDATION takes actions to terminate the license. FSA shall be deemed compliant with this paragraph if it takes steps to cure any default condition which, given its nature and circumstance, is not capable of being cured within fifteen days.

**17. Proof of Insurance:** LICENSEE agrees to provide evidence of appropriate insurance protection, or, if applicable, self-insurance protection. Licensee shall name FOUNDATION as co-insured.

**18. Notices:** Any notice to either party hereunder must be in writing, signed by the party giving such notice and shall be served either personally or by registered mail addressed as follows:

To FOUNDATION: Health Science Center at Brooklyn Foundation, Inc.  
450 Clarkson Avenue

Brooklyn, New York 11203  
Attention: Treasurer

To LICENSEE: Faculty Student Association of Downstate Medical Center,  
Inc.  
450 Clarkson Avenue

Brooklyn, New York 11203  
Attention: President

Or, to such other addresses as may be hereafter designated by notice. All notices become effective only when received by the addressee.


**18. Termination of License:** The license granted herein may revoked by either party without cause, at any time, upon at least ninety (90) days advance written notice to the other party. Upon revocation of or expiration of the license, LICENSEE shall promptly discontinue to use and will remove all of its property from the Premises and shall restore the Premises to the same condition it was in before use of LICENSEE commenced unless otherwise agreed. Under no circumstances shall FOUNDATION be held liable for damages of any kind, direct or indirect, for termination of this Permit.

**19. Applicable Law:** This Agreement shall be interpreted according to the laws of the State of New York. Any dispute under this agreement shall be heard in the in the NY State Supreme Court for the County of Kings.


**20. Entire Agreement:** This License Agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this agreement are hereby superseded. Any modifications or amendments to this License must be in writing and signed by authorized individuals of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this license agreement to be duly executed as of the day and year written above.

THE HEALTH SCIENCE CENTER AT  
FOUNDATION, INC.

By:   
Name: BERNADETTE SELBY  
Title: TREASURER, HSCBF

FACULTY STUDENT  
ASSOCIATION OF DOWNSTATE  
MEDICAL CENTER, INC.

By:   
Name: RICHARD BENTLEY  
Title: PRESIDENT

## **EXHIBIT A**

Properties Owned, Leased and Licensed by the Health Science Center at Brooklyn  
Foundation, Inc. Available to Faculty Student Association for Parking

329 Clarkson Avenue, Brooklyn, New York (only portions designated for parking along  
with the appurtenant roadways, walkways and aisles and agreed upon sections and  
areas for booth installations and parking equipment)  
Commencement Date: To be determined by written agreement, signed by both  
parties)

324 Winthrop Street, Brooklyn, New York  
Commencement Date: July 1, 2019

225 Clarkson Avenue, Brooklyn, New York  
Commencement Date: May 20, 2019

355 Lenox Road, Brooklyn, New York is defined as including  
349 Lenox Road  
355 Lenox Road  
359 Lenox Road (portions designated for parking)  
774 New York Avenue (portions designated for parking)  
778 New York Avenue (portions designated for parking)  
Commencement Date: May 20, 2019

711 Parkside Avenue, Brooklyn New York (exterior portions designated for parking)  
Commencement Date: To be determined by written agreement, signed by both  
parties

Front Door Valet Booth at 445 Lenox Road, Brooklyn, New York  
Commencement Date: May 28, 2019

## **EXHIBIT B**

### **Fee schedule for Use of Properties**

324 Winthrop Street- Additional Costs Only  
225 Clarkson Avenue- \$15,667.00 per month, with a 3 percent (3%) increase annually,  
commencing on November 1, 2019 plus Additional Costs  
355 Lenox Road – \$ 30,391 per month, plus Additional Costs  
329 Clarkson Avenue-Costs to be determined by written agreement  
711 Parkside Avenue-Additional Costs Only  
445 Lenox Road- Additional Costs Only

All fees are subject to change and shall be based upon the amount of space actually occupied and actual costs incurred by the FOUNDATION. Any increase or reduction in the base license fee, excluding the three percent annual increase described above for 225 Clarkson Avenue, will be provided, in writing, at least sixty (60) days in advance of the effective date.

Additional Costs shall include, but not be limited to utility bills, insurance costs, snow removal, and repairs attributable to the use by FSA and/or its vendor.