

Tenant:  
Agreement Type: **In - Line**

Space:

**ST. LAWRENCE CENTER GROUP LP  
LICENSE AGREEMENT**

**THIS AGREEMENT** is made this 1 day of **July, 2020** by and between ST. LAWRENCE CENTER GROUP LP, a New York limited liability company with principal offices at 6100 St. Lawrence Centre, Massena, NY 13662 ("LICENSOR") and **St. Lawrence-Lewis BOCES**, with residence or principal place of business at **40 West Main Street Canton, NY 13617**, ("LICENSEE").

Licensor hereby grants a revocable License (the "LICENSEE") to Licensee, and Licensee hereby accepts this revocable License from Licensor on the terms and conditions specified herein. Licensee recognizes and agrees that the Licensor is granting a revocable License only and not any leased-hold interest to the Licensee. The Licensee recognizes that the Licensee does not have exclusive possession of the Premises and the Licensee remains on the premises subject to the terms of this License and under no circumstances as a tenant or having any interest in a real property on the Premises.

**1. Shopping Center Information:**

<b>St Lawrence Centre</b>	<b>Phone: 315-764-1001</b>
<b>6100 St Lawrence Centre</b>	<b>Fax: 315-764-9281</b>
<b>Massena, New York 13662</b>	

**2. Licensor:**

<b>St. Lawrence Center Group LP</b>	<b>Phone: 315-764-1001</b>
<b>6100 St Lawrence Centre</b>	<b>Fax: 315-764-9281</b>
<b>Massena, New York 13662</b>	

**3. Licensee Name and Notice Address:**

<b>St. Lawrence-Lewis BOCES</b>	<b>Phone: 315-386-4504</b>
<b>40 West Main Street</b>	<b>Fax: 315-386-3395</b>
<b>Canton, New York 13617</b>	
<b>Contact: David Evans</b>	

**FEIN/SSN: 15-6007291**  
**Trade Name: St. Lawrence-Lewis BOCES**

- 4. Location:** This License shall permit Licensee access to the Shopping Center known as St. Lawrence Centre (the "Shopping Center") in (on) Licensor's **Space # 213** (the "Premises" shown on attached plan (Exhibit A), limited to    square feet, or such other space as may be selected by Licensor pursuant to paragraph 13 of this License.
- For RMU's, Push Carts and Kiosks, all merchandise must be contained on the unit. No additional fixtures, displays, boxes or merchandise are allowed on the floor, under or around the unit.
  - For all locations, Licensee must have professionally prepared signage (preapproved by mall management) prior to the commencement date.
- 5. PREMISES:** Licensor agrees to get the space ready for certificate of occupancy by making sure all exit lights are operational and lights are covered properly. Licensor also agrees to remove shelving and 3 bay sink in the back of the space. They will install outlets to accommodate computers for the classroom learning. Otherwise the Licensee agrees to take the space in an as-in condition.
- 6. TERM:** The Term of this License shall commence **August 1 2020** (the "Commencement Date") and shall expire on **July 30 2023** (the "Expiration Date") unless revoked earlier by Licensor as set forth in this License.
- Licensee's set up shall take place before mall hours on the Commencement Date (or after mall hours on the evening preceding Commencement Date), and Licensee shall vacate the Premises after mall hours on the Expiration Date.
  - Notwithstanding the foregoing, Licensee shall not initially open for business in the Premises until the Premises is inspected and approved by Licensor and any and all applicable certificates of occupancy are obtained by Licensee from Town Building Official or the like.

Tenant:  
Agreement Type: **In - Line**

Space:

- c. Licensee shall deliver and surrender to Licensor possession of the Premises upon the expiration or earlier termination of this Agreement, in as good condition and repair as the same it was at the commencement of the Term except ordinary wear and tear.

7. **USE:** Licensee shall have access to the Premises solely for the following purpose(s) and for no other purpose(s) whatsoever: Adult Education Classes, Career Services and related functions.

8. **FEES:** Licensee shall pay to Licensor the following: \$400 per month.

**Note:** Failure to timely submit fees may result in a revocation of this License on 24 hours notice to Licensee as set forth in paragraph 18 of this License. Furthermore, non-payment shall result in a late charge of \$50.00 for the first instance. Subsequent late charges will increase \$50.00 each time a payment is late. Tenant shall have 24 hours to cure.

9. **PERMITS:** Licensee shall obtain at Licensee's sole expense any required federal; state or local permits necessary to establish occupancy or required prior to opening to the public. Any failure to obtain said permits, resulting in store closure or loss of revenue shall in no way relieve Licensee from making rental payments as specified in Paragraphs 8 or 9 above.

10. **OPERATION:** Licensee shall at all times operate its business in the Premises at the times and in the manner specified by Licensor.

**NOTE:** Failure to operate during the mall hours may result in a revocation of this License on 24 hours notice to Licensee as set forth in paragraph 14 of this License. Furthermore, failure to operate during mall hours shall result in a charge of \$50.00 for the first instance. Subsequent charges will increase \$50.00 for each violation.

11. **PAYMENT METHOD:** All required payments must be received as stated in this agreement. All payments must be made payable to **ST. LAWRENCE CENTER GROUP LP** and shall be in the form of a **BUSINESS CHECK, CERTIFIED CHECK OR MONEY ORDER**. If a Business Check is returned for insufficient funds, all future payments must be in the form of a Certified Check or Money Order. In the event the bank for any reason whatsoever returns any check, a **\$50.00** processing fee is applicable. Each subsequent instance will increase the fee by \$50.00.

12. **INSURANCE:** Licensee shall, at all times during the Term of this License, maintain insurance coverage as follows:

- a. As set forth in Exhibit "C"
- b. If Licensee sells or distributes food products, a policy of products liability \$1,000,000 per occurrence, such policy to be kept in force for a minimum of ninety (90) days after termination of this License Agreement;
- c. All-risk property and casualty insurance, written at replacement cost value and with replacement cost endorsement, covering all of Licensee's personal property in the Licensed Area and storage areas located on the Property (including all inventory); and
- d. If required by law, Licensee shall have workers' compensation or similar type insurance, in form and amount required by law.

Licensor may require additional insurance coverage depending on the nature of Licensee's specified use. Licensee shall provide Licensor evidence of insurance in the form of a Certificate of Insurance, ACORD 25, which shall specify that coverage shall not be canceled or altered without at least 15 days prior written notice to Licensor. Such evidence must accompany this License prior to the Commencement Date.

**All Policies must be endorsed as primary, list Licensor as additional insured, and all policies must waive rights of subrogation against ST. LAWRENCE CENTER GROUP LP. All insurance provided pursuant to Paragraph 11 shall be effected under valid and enforceable policies of insurance procured from Insurance Companies rated at least an A -XII or better by the then current edition of Best's Insurance Reports published by AM Best Co.**

13. **INDEMNITY:** Licensee shall indemnify and hold Licensor, its partners, managing agent, agents, and employees harmless from and against all liabilities, claims, obligations, damages, penalties, costs, charges and expenses, including reasonable attorney's fees, which may arise out of Licensee's use and occupancy of the Premises.

14. **RELOCATION:** Licensor may, in its sole discretion, relocate Licensee within the Shopping Center at any time during the term of this License on a minimum of 30 days advance written notice. If licensee refuses to accept the new location, Licensee shall

Tenant:  
Agreement Type: **In - Line**

Space:

vacate the premises within 30 days. Licenser agrees to refund fees paid to Licenser by Licensee on a pro-rata basis in the event of such termination.

15. **DEFAULT:** If Licensee should default in or otherwise fail to perform any of the obligations set forth in this License, and fail to cure any such default or failure within 24 hours after advanced written notice, then Licenser may revoke this License upon delivery of notice to Licensee. In such event, Licensee shall immediately vacate the Premises, leaving premises in a clean state in accordance with this License.

16. **TERMINATION:** Either party, in its sole discretion, may terminate this License at any time during the term of this License for any reason upon giving sixty (60) days advanced written notice.

If this License is terminated by Licenser as the result of a default by Licensee, Licenser is not obligated to Licensee any sums of money previously paid to Licenser pursuant to this License and Licensee shall, within 24 hours, pay all remaining fees due. If Licenser terminates this License for any other reason, Licenser shall refund to Licensee, on a pro-rata basis, the fees previously paid to Licenser.

17. **ASSIGNMENT:** Licensee may not assign or transfer this License.

18. **SUBLICENSE:** Licensee may not sublicense any portion of the premises

19. **NOTICES:** Any notice required to be given by Licenser to Licensee shall be delivered to the Premises and shall be mailed, via regular mail, on the same day to Licensee's address set forth in this agreement. Any notice required to be given by Licensee to Licenser shall be via United States mail (certified-return receipt) or by overnight courier.

20. **LIMITATION OF RIGHT OF RECOVERY AGAINST LICENSOR:** Licensee agrees to look solely to the estate and property of Licenser in the Shopping Center for the satisfaction of Licensee's remedies in the event of any default by Licenser of the License. There shall not be personal liability on the part of Licenser or Licenser's partners, managing agent, agents, employees or assigns.

21. **REMEDY OF LICENSEE:** The Licensee agrees that the only remedy for the Licensee in the event of any breach of this agreement or other wrongful action by the Licenser is to recover damages for any alleged breach of contract. The Licensee expressly recognizes that the Licensee has no rights pursuant to the Real Property Actions and Proceedings Law since the Licensee remains on the premises as a Licensee and not a tenant. As a Licensee and not a tenant, Licensee recognizes that the Licensee has no right to any injunctive or equitable relief in the event of default or breach of this contract by Licenser.

22. **COMPLETE AGREEMENT:** This License contains the entire agreement between the parties hereto with respect to the matters contained herein and it may not be changed, altered, modified, limited, terminated, or extended orally or by any agreement between the parties unless such agreement is in writing and signed by the parties hereto.

23. **LAW GOVERNING:** This License Agreement, and any dispute concerning this License Agreement, shall be governed by the laws of the state in which the Premises is located, and any dispute concerning an interpretation of any portion of this License Agreement or the conduct of the parties hereunder shall be brought only in the jurisdiction where the Premises is located.

24. **FACSIMILE and ELECTRONIC TRANSMISSION:** The parties hereto agree that this Letter Agreement may be executed and transmitted by facsimile or other means of electronic transmission. The subsequent delivery of such facsimile or electronic copy of the executed Letter Agreement shall constitute effective execution and delivery thereof.

**IN WITNESS WHEREOF,** the parties hereto have executed this License on the day and year first written above.

**LICENSEE:**

**LICENSOR:**

**ST. LAWRENCE CENTER GROUP LP**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

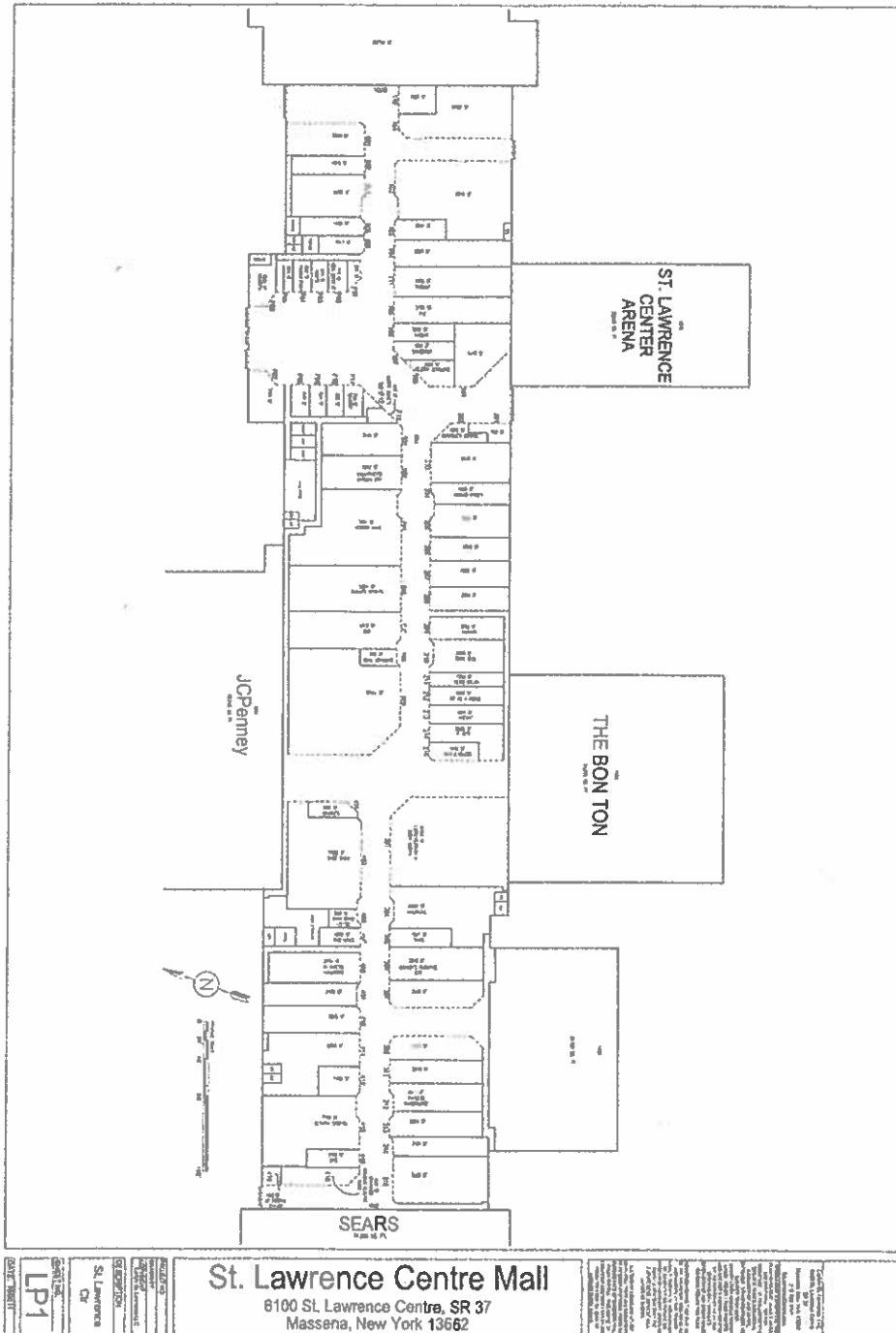
Date: \_\_\_\_\_

Date: \_\_\_\_\_

Tenant:  
Agreement Type: **In - Line**

Space:

FEI/SSN:



Tenant:  
Agreement Type: **In - Line**

Space:

**Exhibit "C" – Insurance Requirements**

**Standard Certificate Requirements for  
SPECIALTY LEASING Tenants at**

**ST. LAWRENCE CENTRE  
6100 ST. LAWRENCE CENTRE  
MASSENA, NY 13662**

**Certificate Holder:** ST. LAWRENCE CENTER GROUP LP  
(Mailing Address) Re: ST. LAWRENCE CENTRE  
6100 ST. LAWRENCE CENTRE  
MASSENA, NY 13662

**Coverage Requirements** (Lease may vary)  
Insurance Carrier(s) must meet AM Best A- VII Rating

**Additional Insured/Loss Payee:** St. Lawrence Center Group LP  
(Landlord/Owner unless otherwise stated) and its direct and indirect parents and subsidiaries, any of their affiliated  
(Include all language precisely as shown) entities, successors and assigns and any current or future director, officer,  
employee, partner, member or agent of any of them.

**General Liability:** \$1,000,000 Occurrence / \$2,000,000 Aggregate  
\$1,000,000 Products Comp/Op Aggregate  
\$1,000,000 Personal & Advertising Injury  
\$ 50,000 Fire Legal Liability  
***Include Waiver of Subrogation***

**Automobile Liability:** \$1,000,000 Combined Single Limit

**Workers' Compensation:** Statutory  
**Employers' Liability:** \$500,000 Each Accident  
\$500,000 Disease, Policy Limit  
\$500,000 Disease, Each Employee

**Property:** Special Form Perils ("All Risk")  
Improvements & Betterments  
Business Income  
Replacement Cost  
***Include Waiver of Subrogation***

**Cancellation Clause:** 10 Days Notice

The following must be stricken from the cancellation wording "Endeavor to... but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

**OR**

If this is not possible, must provide an Additional Insured Endorsement specifically naming the above entities to policies.

