



# Westmoreland Sanctuary

NATURE CENTER & WILDLIFE PRESERVE

260 Chestnut Ridge Road, Bedford Corners, NY 10549  
(914)666-8448 Fax:(914)242-1175

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westsanc@optonline.net

## Westmoreland Sanctuary Facilities License Agreement

Agreement between Westmoreland Sanctuary, Inc., a New York Not-for-Profit Corporation having its principal place of business at 260 Chestnut Ridge Rd, Bedford Corners, New York 10549 (“Westmoreland”),

and \_\_\_\_\_

(“Licensee”), with a place of residence or business at \_\_\_\_\_

### WITNESSETH:

Westmoreland hereby grants to licensee a non-exclusive license for use of the Westmoreland Facilities described below on the following terms and conditions, and licensee accepts such license on such terms and conditions:

1. Facilities

Licensee shall have use of the following space(s) within the Westmoreland property (“Space”)

\_\_\_\_\_  
Licensee shall have no use of the Space other than that specified.

2. Date(s) and Time(s) of Use:

Licensee shall have use of the Space on the date(s) and during the time(s) following:\_\_\_\_\_.

Licensee shall have no use of Space on dates or times other than those specified.

3. Permitted Use:

Licensee agrees that no more than \_\_\_\_\_persons shall have access to the Space. Licensee intends to use the Space for:\_\_\_\_\_

\_\_\_\_\_ (“Permitted Use”). Licensee may use the Space for Permitted Use only, and for no other purpose. Westmoreland reserves the right to restrict the Licensee’s use of the Space on certain dates or during certain Westmoreland events. Licensee shall make no alterations to the Space, nor install any fixtures, without prior written consent of Westmoreland. Licensee agrees to use the Space on a non-interference basis and in a manner that is consistent with Westmoreland’s regular activities. Licensee shall not allow the Space to be used for any unlawful or hazardous purpose.

#### 4. Payment for Use of Licensed Space

For use of the Space, Licensee shall pay Westmoreland, at the signing of this license, a non-refundable fee deposit in the sum of \$\_\_\_\_\_ (25% of the total due). The balance of \$ \_\_\_\_\_ for the use of the Space is due 14 days prior to the date of the license. Licensee may cancel this agreement not less than 14 days before its use of the Space, and, upon such timely cancellation, shall be entitled to the return of once-half of its payment (not to include the non-refundable deposit). In the event of a cancellation thereafter, Westmoreland shall retain the full payment.

#### 5. Security Deposit.

Licensee is fully responsible for an agrees to pay the cost of any clean-up, repair, painting or other work required as a result of any damage to Westmoreland facilities caused by Licensee or its employees, agents, customers, members, students or guests. In addition to the fee for the use of the Space, as set forth above, Licensee has agreed to deposit with Westmoreland a Security Deposit of \$\_\_\_\_\_ (25% of the total), which shall be returned to the Licensee within 30 days after Licensee vacates the Westmoreland property, leaving it in the condition required by this License Agreement. Licensee agrees to the rules and regulations listed in the Instructions for Obtaining and Maintaining a License for Use of Westmoreland Sanctuary Facility (Exhibit A) and non-compliance with any of rules and regulations listed is grounds for loss of Licensee's Security Deposit.

#### 6. Insurance

Licensee is required to provide the following insurance information 14 days prior to event.

- a. Private Licensee – Homeowners insurance certificate naming Westmoreland Sanctuary, Inc. as an additional insured for the day(s) of the event.
- b. Commercial Licensee – insurance certificate from liability carrier naming Westmoreland Sanctuary, Inc. as additional insured for the day(s) of the event.

Licensee is responsible for getting the following from any outside caterers and/or vendor employed 2 weeks prior to the event:

- a. Insurance certificate from vendor's liability and worker's compensation carriers listing Westmoreland Sanctuary, Inc. as an additional insured for the days(s) of the event.

#### 7. Limit of Westmoreland Liability and Licensee's Indemnification

In no event shall Westmoreland be responsible for any injury to Licensee or its employees, agents, customers, members, students or guests, or damage to or loss of Licensee property, and claims in respect to any of the foregoing are hereby waived by Licensee to the fullest extent allowable by law. Licensee agrees to indemnify and hold Westmoreland, its directors, officers, employees and agents harmless for and against any cost and expense, including any judgments, property or use taxes, fines or amounts paid in settlement as a result of any civil or criminal proceedings, arising out of or related in any way to Licensee's use of or access to Westmoreland facilities.

#### 8. Additional Provisions

Additional rules and procedures governing Licensee's use of the Space are set forth in Exhibit A, attached, and are incorporated herein by reference.

9. Termination and Cancellation

Westmoreland may terminate this Agreement and cancel Licensee's use of the Space on not less than 14 days written notice, or immediately and without notice in the event Licensee uses Space for other than a Permitted Use or is otherwise not complying with the terms of this agreement.

10. General

Licensee's rights under this Agreement are personal to ~~the~~ Licensee and may not be assigned or otherwise transferred without Westmoreland's consent. The rights granted to Licensee do not constitute a lease, and the Licensee has no rights with respect to Westmoreland facilities other than those specified in this agreement, which is the complete agreement of all parties. Any amendments or supplements will be effective only in writing and signed by Westmoreland and Licensee.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WESTMORELAND SANCTUARY, INC.

BY \_\_\_\_\_

LICENSEE

\_\_\_\_\_

(Print Name)

BY \_\_\_\_\_

Please retain one copy of this agreement for your records and return a signed copy with your (1) non-refundable fee deposit and (2) Security Deposit) to Westmoreland Sanctuary, Inc. This agreement must be returned with-in 2 weeks of receipt of agreement in order to secure date for rental. Thank you.

