

**RESOLUTION NO. \_\_\_\_\_**  
**February 20, 2024**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH HUDSON SLOOP CLUB, INC.**

**WHEREAS**, the City of Hudson Local Waterfront Revitalization Plan calls for increased access and enhanced recreational uses of the waterfront, and

**WHEREAS**, the City of Hudson seeks to support outdoor recreation and the use of city parks; and

**WHEREAS**, since 2021, the City has entered into a License Agreement with Hudson Sloop Club, Inc. to allow for the docking of boats at the waterfront, management of the dock, and river recreation for residents and visitors to the City; and

**WHEREAS**, the Common Council for the City of Hudson now desires to enter into a License Agreement with Hudson Sloop Club Inc. for the 2024 season to allow for Hudson Sloop Club, Inc. to dock boats, manage the dock, and provide for river recreation programming for residents and visitors to the City; and

**WHEREAS**, Hudson Sloop Club has proposed the attached License Agreement with the City of Hudson, for the long-term (May 1, 2024 through October 30, 2024) use of a portion of the dock space for a fee of \$8,000.00.

**NOW, THEREFORE BE IT RESOLVED**, the Mayor is authorized to sign a License Agreement with Hudson Sloop Club Inc. in the amount of \$8,000.00 of which \$1,900 shall be an in-kind contribution for the installation and removal of city docks; \$2,800.00 shall be in-kind services of managing the dock which shall include making the dock available for commercial boats; \$3,300 shall be an in-kind credit for services associated with public programming. The public programming credit to be calculated at \$20 per passenger with an expectation that free programming will be provided for approximately 165 residents; in the event fewer than 165 passengers are served, the remaining balance will be paid to the City. The City shall establish the fees that will be charged to vessels other than those operated by the Sloop Club with the first \$4,700.00 of such fee revenue, Sloop Club shall keep 100% of the amount received. All revenue received over the total of \$4,700.00 shall be remitted to the City. All remaining terms of the License Agreement shall be subject to review and approval by the City Attorney prior to execution.

Introduced: \_\_\_\_\_

Seconded: \_\_\_\_\_

Approved: \_\_\_\_\_

Kamal Johnson, Mayor

Dated: \_\_\_\_\_

## 2024 LICENSE AGREEMENT

THE CITY OF HUDSON, 520 Warren Street, Hudson, NY 12534 (the “Licensor”) and HUDSON SLOOP CLUB INC., 101 Union St, Hudson, NY 12534, (the “Licensee”), agree to a license for a fee and for the term stated below. The purpose of this License Agreement is to provide river recreation for residents and visitors to the Licensor, including use of a portion of the Henry Hudson Riverfront Park.

Premises: Approximately 9750 square feet of the Hudson River facing dock located at Henry Hudson Riverfront Park, Hudson, New York.

License Date: May 1, 2024. Term: 6 months

Beginning: May 1, 2024. Ending: October 30, 2024. Broker: None

### Conditions of License:

1. Fee. The fee of the afore-described license shall be \$8,000.00. The balance shall be paid as follows:
  - A. Dock Installation and Removal: \$1,900.00 shall be credited as an in-kind contribution for the installation of the city dock and its removal at the end of the period of the license.
  - B. Dock Management: \$2,800.00 shall be credited as in-kind services to manage the city dock as provided in paragraph 2 below governing the use of the dock.
  - C. Credit for Public Programming: \$3,300.00 shall be credited for facilitating public programming throughout the season. This credit will be calculated as a \$20 value / passenger on a vessel. Hudson Sloop Club anticipates providing free programming for 165 residents. In the event that fewer than 165 passengers are served Licensee will pay the Licensor the remaining balance at termination of this contract based on the aforementioned rate.
  - D. Fees for other vessels: Licensee shall charge a fee to all vessels at a rate to be set by Licensee and approved in writing by Licensor. For the first \$4,700.00 of such fee revenue, Licensee shall keep 100% of the amount received. All revenue received over the total of \$4,700.00 shall be remitted to the Licensor.
2. Use. The Licensee agrees to use the Hudson City Dock for a variety of community activities and to accommodate certain other commercial vessels in accordance with the following:
  - A. Waterfront Wednesdays and Community Activities: Licensee shall be permitted and encouraged to undertake community activities such as Waterfront Wednesdays. Licensee agrees to make the dock accessible and coordinate activities with Waterfront Wednesdays and other community activities. Licensee shall arrange for a variety of vessels to be present throughout the season for public viewing, tours, and excursions on the Hudson River.

- B. Commercial Vessels: Licensee shall permit other vessels to use the City Dock for the fees set forth in paragraph 1(d).
  - C. Limitation of Use: Licensee shall ensure that it and all visiting vessels do not block the other city docks located in Slip 3 and Slip 4.
  - D. Sloop Club Use: Hudson Sloop Club may use the dock for their own vessels if these vessels provide programming and do not interfere with any of the above-referenced uses.
3. Licensee's Duty to Obey Laws and Regulations. The Licensee shall, at Licensee's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities with jurisdiction hereover, including the Licensor's insurers, Board of Fire Underwriters, or similar groups. Notices received by Licensee from any authority or group (or notices from Licensee permitted or required hereunder) must be promptly delivered to the Licensor at its address set forth below. Licensee may not do anything nor suffer anything to be done on or at the Dock or on the vessels which may increase the City's insurance premiums; if Licensee does, Licensee shall pay the increase in the City's premium as an added fee within five days of receipt of the City's invoice therefor. Any notice to the Licensee permitted or required hereunder shall be delivered to an agent of Licensee at the dock. Licensee shall assure that the vessels carrying passengers for hire comply with all U.S. Coast Guard regulations and licensing requirements.
4. Public Health Guidelines: The Licensee shall follow all public health guidelines, including those pertaining to coronavirus, but not limited to:
- A. The Licensee will ensure that employees, customers, and guests follow physical distancing and mask guidelines as set by the City of Hudson and the State of New York.
  - B. The Licensee will create a safety plan, which will be available to local code inspection and public health officials.
5. Parking: The Licensee will use existing and available parking and does not need any special arrangements.
6. Repairs. The Licensee must maintain the licensed premises in good working order. Licensee assumes all responsibility for the boat dock as used by Licensee and other entities using the dock under Licensee's management under this License. Licensee indemnifies the Licensor and holds harmless the Licensor from any and all claims arising from the use of the licensed premises as per Paragraph 16 of this License.
7. Alterations. The Licensee agrees not to make any alterations or improvements in the licensed premises without the prior written permission of the Licensor, and any alterations and improvements made by the Licensee after obtaining the written permission of the Licensor shall be the sole expense of the Licensee and will become the property of the Licensor and be left behind in the licensed premises at the end of the term of this License.

Notwithstanding the foregoing, the Licensor has the right by written notice not less than fifteen days prior to the end of the License term to demand that the Licensee remove the alterations and installations before the end of the term of this License. Any removals shall be at the sole expense of the Licensee. The Licensor is not required to do or pay for any of the work involved in the installation or removal of the alterations unless it is so stated in this License Agreement. Notwithstanding anything herein to the contrary, in the event this License is terminated by the City for cause the City may remove any or all such alterations at its expense, and Licensee shall pay the City's invoice therefor within five (5) days of its receipt. This paragraph shall survive termination of this License.

8. Assignment and Sublease. Licensee may not assign or sublicense this License without the prior written permission of Licensor. Short-term use as defined by the fee schedule shall not constitute an assignment or sublicense. Any longer-term agreement, including any agreement with Hudson Cruises shall constitute a sublicense and require the prior written approval of Licensor, such approval shall not be unreasonably withheld. Licensee remains bound to the terms of this License after a permitted assignment or sublicense even if the Licensor accepts a fee from the assignee or sub-licensee. The assignee or sub-licensee does not become the Licensee of the Licensor. Licensee further may not sell, mortgage, hypothecate, pledge or otherwise alienate a controlling interest (or an option therefor) in itself (nor reflect the same on its books and records including, without limitation, in its share transfer ledger).
9. Entry by the Licensor and the Public. The Licensee agrees to allow the Licensor to enter the licensed premises at any reasonable hour to repair, inspect, install, or work upon any fixture or equipment in said licensed premises and to perform such other work that the Licensor may decide is necessary. In addition, Licensee agrees to permit the Licensor to show the premises to persons wishing to license the same, during the reasonable hours of any day during the term of the License Agreement, and the Licensee will permit notices to be placed upon conspicuous portions of the walls, doors, or windows of said premises and remain thereon without hindrance or molestation in the event the Licensor wishes to advertise for a new Licensee.

Further, the Licensee agrees and understands that the premises is a municipal dock and must remain open to the public at all times. Accordingly, at no time may the Licensee bar, lock or otherwise exclude the public from walking on the public dock space leased by the Licensee.

10. Fire, Accident, Defects and Damage. Licensee must give Licensor prompt notice of fire, accident, damage or dangerous or defective conditions in, at, on or surrounding the licensed premises. If the premises cannot be used because of fire or other casualty, Licensee is not required to pay a fee for the time the premises is unusable. If part of the premises cannot be used, Licensee must pay a prorated fee for the usable part. The Licensor shall have the right to decide which part of the premises is usable. The Licensor need only repair the damaged structural parts of the premises. The Licensor is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not under the control of the Licensor.

- A. If the fire or other casualty is caused by an act or neglect of Licensee or guest or licensee of Licensee, or at the time of the fire or casualty Licensee is in default in any term of this License Agreement, then all repairs will be made at Licensee's expense and Licensee must pay the full fee reserved herein with no adjustment. The cost of the repairs will be an added fee. This paragraph shall survive termination of this License.
  - B. The Licensor has the right to demolish, modify or rebuild the dock if there is substantial damage by fire or other casualty. Even if the premises is not damaged, the Licensor may cancel this License Agreement within thirty (30) days after fire or casualty by giving Licensee notice of Licensor's intention to demolish or rebuild. The License Agreement will end thirty (30) days after Licensor's cancellation notice to Licensee. Licensee must deliver the premises to Licensor on or before the cancellation date in the notice and pay all fees due, if any, to the date of the fire or casualty. If the License Agreement is cancelled, the Licensor is not required to repair the premises or to enter into a new License Agreement with Licensee.
11. Waivers. If the Licensor accepts the fee due under this License Agreement or fails to enforce any terms of this License Agreement, said action by the Licensor shall not be a waiver of any of the rights of the Licensor. If a term in this License Agreement is determined to be illegal, then the rest of this License Agreement shall remain in full force and effect and be binding upon both the Licensor and the Licensee. Waiver of any obligation hereunder shall only be effective if in writing and signed by the party such obligation would have benefited.

12. Licensee's Default.

- A. The Licensor may give five (5) days written notice to the Licensee to correct any of the following defaults:
  - I. Failure to pay a fee or added fee on time.
  - II. Improper assignment of the License Agreement, improper sublicense of all or part of the premises.
  - III. Illegal or dangerous conduct by Licensee or other occupant of the premises related to the Premises.
  - IV. Failure to fully perform any other term in the License Agreement.

Any notice permitted or required herein shall be deemed received: a) when personally served upon an agent of the addressee; or b) the second business day after dispatch if sent any other method.

- B. If Licensee fails to correct the defaults in Section A. within the five (5) days, Licensor may cancel the License Agreement by giving Licensee a written three (3) day notice stating the date the term will end. On that date the term and Licensee's rights in this License Agreement automatically end and Licensee must leave the premises. Licensee continues to be responsible for fees, expenses, damages and losses.
- C. If the License Agreement is cancelled, or fees or added fees are not paid on time, or Licensee vacates the premises, the Licensor may in addition to other remedies take any of the following steps:

- I. Enter the premises and remove Licensee and any person or property;
  - II. Use dispossess, eviction or other lawful method to take back the premises.
- D. If the License is ended or the Licensor takes back the premises, fees and added fees for the unexpired term become due and payable. The City shall have no obligation to mitigate its damages in the event of a breach by Licensee. The Licensor may re-license the premises and anything in it for any term. The Licensor may re-license for a lower fee and give allowances to the new licensee.
13. License Agreement, Parties Upon Whom Binding. This License is binding upon the Licensor and the Licensee and their respective heirs, distributees, executors, administrators, successors, and lawful assigns.
  14. Space "As Is", once repairs are complete. Licensee has inspected the premises and acknowledges that same many of the floats are in need of repair and/or replacement. Licensor does not warrant the condition of the floats and Licensee expressly agrees to take and manage the space "as is".
  15. Garbage Disposal. The Licensee shall be responsible for garbage collection and disposal for all refuse generated on or by the use of the premises. Licensee shall store garbage in a dumpster provided by a licensed refuse hauler for such purpose off the park property and in a location obscured from the public view.
  16. Electricity and Water. The Licensee shall be responsible for any electricity used and if a separate meter or line is required, shall be responsible for all costs. The City will provide access to water free of charge.
  17. Park Bathrooms. The Licensor agrees to provide access to the park bathrooms throughout the course of this agreement. Licensor does not guarantee hours which bathrooms will be accessible. Licensee will be afforded a key to park bathrooms to allow for access with the express understanding that it shall be Licensee's obligation to leave park bathroom access in the manner in which it was found, i.e., lock the bathrooms if found locked, leave unlocked if found unlocked. If Licensee fails to meet this obligation, Licensee's direct access to park bathrooms will be forfeit and all access will be through City of Hudson DPW and/or the City of Hudson Police Department and subject to such crew schedules.
  18. Sewage. The Licensee shall be responsible for all sewage generated by the Boats. No sewage or fuel trucks, nor any motorized vehicle of any description whatsoever shall be brought on or suffered to be brought on the park property by Licensee, any of Licensee's guests or licensees. All sewage shall be pumped off the Boats and all fuel pumped into the Boats at a separate location, and not on Licensor's Park property, alongside the licensed premises or otherwise within the territorial limits of the Licensor. Violation of this section is a material breach of this License.
  19. Insurance. Licensee shall maintain a \$2,000,000/1,000,000 general commercial liability insurance policy, and any and all ancillary and additional policies that are customarily

maintained by businesses in the Licensee's industry in the Hudson Valley and name the Licensor as an additional insured on the policy. Licensee shall require the same level of insurance for all vessels both commercial and non-commercial and require certificates of insurance naming the Licensor as an additional insured. No such policy shall be amended or terminated on less than 30 days notice to the Licensor. All such policies shall be written by underwriters reasonably acceptable to the Licensor. Certificates from each carrier showing the foregoing shall be delivered to the Licensor by Licensee with this executed License. In the event Licensee fails to deliver such certificates, or any policy required hereunder is terminated and not replaced by Licensee within 1 business day of such termination, then, without notice to Licensee, the City may secure such insurance policies as it deems necessary to insure its interests pursuant to this License, to the licensed premises and the park, and the cost thereof shall be an additional fee payable by Licensee hereunder within 1 day of Licensee's receipt of the City's invoice therefor. Violation of any obligation in this section shall be a material breach. This section shall survive termination of the License.

20. Accounting and Audits. Licensee shall provide to Licensor a monthly accounting and remit the fees received pursuant to Paragraphs 1(c) and 1(d) for the month to Licensor. At the end of the license period the Licensee shall provide Licensor an accounting of all revenue collected during the term of the License, this will include a detailed description of all public programming as per sections 1(c) and 1(d) above. Licensor reserves the right to audit the records of Licensee to review the fees collected and remitted to Licensor.

21. Termination. The Licensor may terminate the License Agreement for cause, including but not limited to disruptive activity at the dock and/or park or on the Boats; interfering with other scheduled events at the park; continually leaving garbage or debris at the premises; for discharging pollution or other impermissible environmental contamination or debris, or for any material breach thereof not cured within the period provided therefor.

22. Signatures - Effective Date. The parties have entered into this License Agreement on the date first above set forth. This License Agreement is effective when the Licensor delivers a fully signed copy to the Licensee.

23. Headings. The section and paragraph headings in this License are for convenience only.

THE CITY OF HUDSON

HUDSON SLOOP CLUB, INC.

Licensor

Licensee

By: \_\_\_\_\_

By: \_\_\_\_\_

Kamal Johnson  
Mayor

Sam Merrett  
Waterfront Director

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_