LICENSE AGREEMENT
BETWEEN
SUFFOLK COUNTY COMMUNITY COLLEGE
AND
CORAM COUNTRY LANES, LLC

Whereas, Suffolk County Community College (College) offers a course in bowling, and

Whereas, the College has insufficient facilities for this course, and

Whereas, Coram Country Lanes, LLC (CCL), 615 Middle Country Road, Coram, New York, has sufficient facilities for this course.

Now, therefore, in consideration of the covenants, promises and consents herein contained, the parties hereto agree as follows:

1. Term

This Agreement shall be in effect from December 26, 2013 through December 31, 2015. The term may be renewed upon the mutual, written consent of the parties, in the form of an amendment to this Agreement.

2. College Responsibilities

a. The College will schedule the bowling classes on dates and times mutually agreeable to the parties. The Campus Dean of the Ammerman Campus will confirm the dates and times in a letter to CCL at least two weeks prior to the start of each Semester (Spring or Fall) or Wintersession.

b. The College will be solely responsible for advertising the classes, registering the students, collecting all associated tuition, setting the curricula for the classes, teaching the classes and supervising the students during class.

c. The Semester fee of $2.50 per class (which includes 1 game and shoe rental) will be paid directly to CCL by the students.

d. The Wintersession fee of $5.00 per class (which includes 2 games and shoe rental) will be paid directly to CCL by the students.

e. To the extent permitted by law, the College agrees that it shall protect, indemnify and hold harmless CCL and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the
acts or omissions or the negligence of the College in connection with the services described or referred to in this Agreement.

3. CCL Responsibilities

a. CCL will provide sufficient space and equipment to meet the needs of the class offered by the College at the CCL. CCL will maintain the facilities and equipment used by the College in a clean and safe condition.

b. CCL will provide the College with eight (8) lanes for each class.

c. CCL will provide students with a 5-minute warm-up prior to games starting.

d. CCL shall procure, pay the entire premium for and maintain throughout the term of this Agreement, Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence for bodily injury and Two Million Dollars ($2,000,000.00) per occurrence for property damage and naming Suffolk County Community College and the County of Suffolk as additional insureds. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better. CCL shall furnish to the College Declaration Pages for such policy of insurance, evidencing compliance with the aforesaid insurance requirement and the College and County’s status as additional insureds on the policy.

e. CCL agrees that it shall protect, indemnify and hold harmless the College and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys’ fees, arising out of the acts or omissions or the negligence of CCL in connection with the services described or referred to in this Agreement. CCL shall defend the College in any suit, including appeals, or at the College’s option, pay reasonable attorney’s fees for defense of any such suit arising out of the acts or omissions or negligence CCL, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

Suffolk County Community College

George Tyrolla
Executive Dean, Ammerman Campus

Date: 12/26/13

Coram Country Lanes, LLC

Gary Taylor
General Manager

Date: 12/20/13