

CHILDREN'S SERVICES CITY LEASED SPACE POLICY

**Division of Early Care & Education
Division of Financial Services**

Effective October 1, 2013



**Michael R. Bloomberg, Mayor
Ronald E. Richter, Commissioner**



NEW YORK CITY CHILDREN'S SERVICES

Division of Child Care & Head Start
66 JOHN STREET, 8th FLOOR
NEW YORK, NY 10038

CHILDREN'S SERVICES CITY LEASED SPACE POLICY

Background

New York City's Administration for Children's Services ("Children's Services") funds child care services through contracts with community based organizations that operate center-based child care and family child care programs in New York City. Children's Services has oversight and regulatory responsibilities to assure that all child care programs funded by Children's Services meet federal, state and city regulations.

Many child care programs funded by Children's Services occupy facilities leased by the City of New York. Children's Services is the legal tenant of the building in this leasing arrangement, and is responsible for the payment of rent and for ensuring that the terms of the lease are met.

The purpose of this document is to communicate Children's Services' policy for use of City leased facilities by Children's Services child care contractors ("Contractors") and to provide guidance to Contractors who would like to request permission to use the facilities they occupy for purposes outside of their Children's Services child care contract.

Use of City Leased Child Care Facilities

I. Proper Use of City Leased Child Care Facilities by Contractors

Please be reminded that the use of a City leased facility for any private activities, non-child care services, or any purpose that is not specified in the lease, or any unauthorized purpose without prior written approval from Children's Services is strictly forbidden under the terms of your contract.

As indicated in the Children's Services Child Care Services Contract (Article 11, Section 11.3, City Lease Sites), a Contractor shall use City leased child care facilities solely for the provision of the services specified in its contract with Children's Services unless otherwise authorized in writing in advance by Children's Services. For example, Children's Services Contractors may not rent out nor permit the use of City leased child care facilities for community events without prior approval from Children's Services. Yearly child care graduation exercises, parent meetings, or board meetings, however, are integral to the provision of child care services and do not require authorization.

II. Use of City Leased Space by the Contractor for Non- Contracted Services

Children's Services wishes to encourage efficient use of City leased child care facilities. Therefore, a Children's Services Contractor may permit use of vacant space within their City leased child care facilities to accommodate their other child care contracts, such as UPK, private pay, collaborations, or voucher programs, provided the following criteria are met:

1. Prior written approval is obtained from Children's Services
2. The use is reasonably related to child care services
3. Children's Services does not have other plans for the use of the child care facilities
4. Children's Services Contractor agrees to reimburse Children's Services for the use of vacant space in an amendment to their Children's Services Child Care Services Contract
5. Shared use of City Leased child care facilities must be properly cost-allocated. Typically, the operating expense would include rent per square foot, real estate taxes and utilities, and will be prorated based on the amount of space used for non-ACS funded purposes. The rental cost for use of City leased space will be reviewed on a case by case basis and is subject to negotiation.

III. Use of City Leased Space by a Third Party (a party other than the Contractor)

Contractors may permit a non-Children's Services contracted entity to use vacant City leased child care facilities through a License Agreement. The Contractor must provide the following information to Children's Services for approval of a proposed licensee:

1. **Proposed Use:** Clearly state what the proposed use of the City leased child care facility will be. Such use must be reasonably related to child care services.

2. **Proposed Licensee:** Provide information about the proposed licensee organization/program including, but not limited to, the mission, and community involvement.
3. **License Agreement:** The licensee must agree to enter into a license agreement with terms similar to the Sample License Agreement attached hereto as Exhibit "A". A copy of the negotiated, but unsigned license agreement must be submitted to Children's Services for approval and it will not be effective until it has been approved, in writing, by Children's Services.

NOTE: Contractors that propose use of City-leased child care facilities by programs within their organizations but not funded by Children's Services do not need to enter into a license agreement; however, they will need to enter into an amendment agreement to their Children's Services Child Care Services Contract. Such amendment agreement will set forth the terms of the license arrangement including rent reimbursement to Children's Services. In addition, if such programs are funded by another City agency, Children's Services may seek reimbursement directly from that City agency and have that City agency enter into the appropriate agreement for the formal assignment of the City leased facilities for the program's use.

4. **Financial Information:** Children's Services will require financial information of the proposed third party, including, but not limited to, funding sources, information required to perform a credit check, and profit and loss statements.
5. **Business References:** Children's Services will require three business references from the licensee.
6. **Insurance:** The proposed licensee must be able to provide insurance at the stated amounts in the license agreement. [Stated in the Sample License Agreement.]
7. **Indemnification:** The proposed licensee must agree to indemnify the City of New York. [Stated in the Sample License Agreement.]
8. **Limitations on Use of City-lease Premises:** The proposed licensee must agree to use the City-leased child care facilities according to the same hours of use and limitations imposed

on the Children's Services contracted child care agency. [Stated in the Sample License Agreement.]

9. **Security Checks of Licensee Personnel:** The proposed licensee must perform background checks and fingerprinting of all personnel who will function in the child care facilities (as allowable by New York State law) and make such information available to Children's Services. [Stated in the Sample License Agreement.]

10. **Reimbursement Agreement:** The Children's Services contracted child care agency must agree to the terms of a reimbursement agreement for the purpose of ensuring that Children's Services will be reimbursed the appropriate amount of funds for the licensed use of City leased child care facilities.

11. **Space Reimbursement Rates**

If approved, the rental cost for use of City leased child care facilities will be negotiated on a case by case basis, either by prorating the costs based on the number of classrooms occupying the facility, or on a per square foot basis. Occupancy costs include rent, taxes, utilities, water and sewer.

12. **Approval Process**

Once Children's Services has received and reviewed the above information for a proposed licensee, Children's Services will respond to the Contractor in writing to confirm whether the request is accepted or denied. Prior to written approval, Children's Services will meet with the Contractor to negotiate the reimbursement rate.

IV. **Co-Locations**

Children's Services maintains the right to use available space in City leased child care facilities to house other Children's Services contracted child care agencies. Children's Services uses the term "co-location" here to refer to the situation where two or more Children's Services contracted child care providers share the same City leased space. In the event of a co-location, each Children's Services provider in the facility will have equal right to use the facility. Each child care provider will share the responsibilities of operating and maintaining the facility. It is expected and required that each provider of services work together to ensure that the premises are

maintained and kept in a safe and sanitary manner in compliance with all codes and regulations of the City of New York. Each provider will have an equal duty to safeguard the premises.

In cases of use of shared child care facilities in the building, it is expected that providers will work out a mutually agreeable schedule for use of common area spaces such as auditoriums, playgrounds, etc.

V. **Lease Ownership**

A Children's Services Contractor that wishes to become the formal direct lease holder of a City leased child care facility may make a written request to Children's Services to do so. After receipt of Children's Services approval, the Contractor may contact the Landlord directly at least twelve months prior to the lease expiration date or when the lease renewal option needs to be exercised. Children's Services will continue to pay its share of expenses for all portions of the facility used by Children's Services contracted programs during the period which Children's Services is the lease holder. Once a Contractor becomes the lease holder of the facility, the Contractor does not require Children's Services authorization to sublease or license the facility, because the Contractor will have all of the rights and responsibilities over the lease as indicated in the lease agreement with the landlord. Children's Services will provide the Contractor with information to assist in the negotiation process (such as lease terms, conditions and prior rental rates). The Contractor, however, should seek legal council. Pro-bono assistance is available through the Lawyers Alliance and other legal aid resources.

Please note that Children's Services must review and approve newly negotiated leases, and all prospective lease renewals and amendments, prior to funding contractors' rent line. Children's Services' funding of rent is subject to and contingent upon its budgetary capability to continue the purchase of service agreement with the Contractor.

Children's Services will also request submission of a time-line and date for lease take over, so that Children's Services can terminate its lease and ensure a smooth transition for all parties.

EXHIBIT A. SAMPLE AMENDMENT AGREEMENT



NEW YORK CITY CHILDREN'S SERVICES
DIVISION OF LEGAL SERVICES
BUSINESS LAW UNIT
150 WILLIAM STREET - 15th FLOOR
NEW YORK, NEW YORK 10038
(212) 341-9005 FAX (212) 341-2700

JOSEPH CARDIERI
General Counsel/Deputy Commissioner

Date

Name of Contact Person
Name of Agency
Address
City, State, Zip

Dear _____:

The purpose of this letter agreement is to address the issue of rent reimbursement to the City of New York Administration for Children's Services ("ACS") by [INSERT NAME OF CHILD CARE AGENCY] (the "Agency").

Agency currently leases the premises located at _____ (the "Premises") pursuant to the terms of the Purchase of Child Care Services Agreement between Agency and ACS dated _____ and the lease for the Premises dated _____. Agency, with the written consent of ACS, wishes to license a portion of the Premises (the "Licensed Premises") to _____ (the "Licensee") under the terms of the Revocable License Agreement attached hereto as Exhibit A (the "License Agreement") for the monthly license fee of _____ (\$_____) (the "License Fee").

Agency represents and warrants to ACS that the use of the Licensed Premises by the Licensee is for a purpose that is reasonably related to the operation of day care services. Agency also represents and warrants that the Agency has obtained the prior written consent of the landlord of the Premises to enter into the License Agreement.

Agency acknowledges and agrees that in consideration of ACS consenting to Agency's licensing of the Licensed Premises to Licensee and for allowing Agency to continue to occupy the

Premises at the cost of ACS, Agency hereby authorizes ACS to: (1) **[FOR FULLY FUNDED CONTRACTS]** reduce the amount of monthly funds reimbursed to Agency by ACS pursuant to the terms of the Purchase of Child Care Services Agreement between Agency and ACS, by the amount of the License Fee payable by Licensee to Agency under the terms of the License Agreement or **[FOR LPOS CONTRACTS]** ACS will reduce the amount it pays for the leased Premises by the amount of the License Fee payable by Licensee to Agency under the terms of the License Agreement; or (2) at ACS' written request, reimburse ACS directly for the amount of the License Fee.

Once you have reviewed and approved the above terms, please have the appropriate representative of your agency sign where indicated below to confirm your agency's agreement to the forgoing. Please return the original signed copy of this letter to my attention at the above address.

Sincerely,

Agreed and Acknowledged to by:

[INSERT AGENCY NAME]

Printed Name

Signature

Title

Date

EXHIBIT B. SAMPLE LICENSE AGREEMENT

THIS AGREEMENT, made and entered into this day of _____ 200__,
by and between [INSERT DAY CARE AGENCY NAME] (the "Licensor"),
having its office at _____
and _____ (the "Licensee"), [a
New York corporation] having an address at _____
_____ (the "Agreement" or "License").

WITNESSETH:

WHEREAS, _____ is the owner of
property located at _____, in _____, New York,
Block ____, Lot ____, hereinafter further described (the "Premises"); and

WHEREAS, Licensor has obtained the prior written permission of the owner or
landlord of the Premise prior to entering into this Agreement with Licensee; and

WHEREAS, Licensee desires to enter upon the Premises in order to conduct certain
activities thereupon, as more fully appears hereinafter, all in accordance with the applicable
provisions of City, state, and federal law; and

WHEREAS, Licensor shall receive from Licensee as consideration for this License
the amount of [STATE THE AMOUNT IN WORDS] (\$ _____ .00) Dollars per
month; and

WHEREAS, Licensor shall provide Licensee with access to the Premises for the
purpose of conducting such activities as provided hereinbelow; and

WHEREAS, Licensee shall conduct all activities permitted hereunder with reasonable
care and be responsible for and shall indemnify and hold Licensor harmless from any damage to
Licensor, third parties (including Licensee's agents, employees and invitees) and the Premises
resulting from such activities;

NOW, THEREFORE, it is agreed by and between the parties as follows:

ARTICLE 1

PREMISES

Licensor shall permit Licensee to enter upon and perform the permitted activities upon that portion of Block _____, Lot____, Borough _____, a/k/a [INSERT THE STREET, ADDRESS/LOCATION] as shown in red in the diagram attached hereto as Exhibit "A" (the "Premises").

ARTICLE 2

TERM

This License shall take effect as of _____, 200__ and shall continue only at the pleasure of Licensor and shall be revocable upon twenty-four (24) hours' notice in writing, but in no case shall extend beyond _____, 200__, and thereupon all right of Licensee in said Premises by virtue of this License shall cease (the "Term"). Upon such revocation or termination, Licensee shall immediately remove its property from the Premises and restore the Premises to its condition at the commencement of this License. Any rights Licensor may have under this License and any laws, rules or regulations affecting the conduct of activities permitted hereunder and the restoration of the Premises shall survive the revocation or termination of this License.

ARTICLE 3

UNCONDITIONAL RIGHT OF REVOCATION

Licensee expressly agrees that Licensor shall have the unconditional right to revoke this License, with or without cause, and terminate the Term hereof, upon twenty-four (24) hours' written notice to Licensee, any provision of this License to the contrary notwithstanding. In the event of such revocation and termination, Licensee shall remain liable for the due and full performance of all the terms, covenants and conditions of this License on the part of Licensee to be performed up to the time of such revocation and termination and Licensee's surrender of the Premises to Licensor.

Licensee understands and agrees that nothing, including without limitation, the length of time this License has been in effect, the cost of any improvements, capital or otherwise, or any other cost, expense or liability assumed by Licensee, shall give rise to any greater rights than have been expressly granted Licensee hereunder, nor shall they affect Licensor's unconditional right of revocation. Furthermore, in the event of revocation, Licensor's sole liability to Licensee shall be to refund to Licensee, on a pro-rated basis, that portion of its current monthly charge paid, representing the unexpired portion of the month in which the revocation takes place.

Any and all obligations and/or liabilities of Licensee under this License shall survive the revocation or termination thereof.

ARTICLE 4

USE; FEE

Licensee shall enter upon and use the Premises only for the conduct of the following activities and for no other purpose: _____.[**THE PURPOSES MUST BE REASONABLY RELATED TO DAY CARE SERVICES.**] Licensee shall not use the Premises for the sale of tobacco or tobacco products, or for arcades, slot machines, OTB parlors, game rooms, billiard halls, gun sales or repair shops, pornography or physical culture establishments of any kind, or for discotheques or cabarets.

Licensee shall pay to Licensor a License Fee in the amount of [**STATE THE AMOUNT IN WORDS**] (\$_____.00) Dollars per month (the "License Fee"), at Licensor's address as set forth above, in advance on the first day of each calendar month during the continuance of this License. This fee is due without prior notice. In the event the term of this License is less than one month, it shall be calculated on a pro rata basis unless a License Fee specifically calculated on a per diem basis is set forth above.

Licensee shall carry out all activities permitted hereunder in accordance with all applicable laws, orders, rules and regulations of all federal, state and municipal bodies having jurisdiction.

ARTICLE 5
LATE CHARGE

If Licensee fails to pay any monthly Licensee Fee and/or any additional charge in full by the tenth (10th) day of any monthly period, Licensor, at its sole discretion, may impose a late payment charge for that monthly period equal to two percent (2%) of any fees/charges due, but not less than a minimum charge of ten dollars (\$10.00). Such late payment charge shall be compounded monthly and shall be collectible as an additional charge. Licensor's failure to immediately demand a late payment charge shall not waive Licensor's right to collect it at a later date.

ARTICLE 6
ACCEPTANCE OF FEE AFTER EXPIRATION OF TERM

It is expressly agreed that Licensor's acceptance of any payment from Licensee for the continued use of the Premises beyond the natural expiration (i.e. other than by revocation) of the term of this License shall not give rise to any landlord/tenant relationship between the parties, but rather shall be deemed to create a day-to-day license, pro rated at the same License Fee rate as set forth in Article 4 above.

ARTICLE 7
NO ASSIGNMENT

This License is for the exclusive use of the Licensee and solely for the purpose hereinabove set forth and shall not be assigned either in whole or in part, or leased or sublet in any manner, nor shall any interest therein pass to any other person, firm or corporation whatsoever, either by the acts of the Licensee or by operation of law, without the prior consent in writing of Licensor.

ARTICLE 8
CONSENT TO CHANGE PREMISES; COST OF WORK, LABOR AND MATERIAL

(a) Licensee may not change or add to the Premises without the prior written consent of Licensor. All additions, including, without limitation, trade fixtures, shall, at the

option of Licensor, become the property of Licensor when attached to the Premises. Licensor must not attach any advertisement, notice or sign to the outside of the Premises without obtaining Licensor's prior written consent.

(b) Licensee shall pay the entire cost of all work, labor and material in connection with all activities undertaken by it at the Premises, including but not limited to:

- (i) construction, use, maintenance and removal;
- (ii) The protection of all structures which shall in any way be disturbed by the conduct of permitted activities;
- (iii) All changes in sewers or other subsurface structures necessitated by the conduct of permitted activities, including the laying or relaying of pipes, conduits, sewers or other structures;
- (iv) The replacing or restoring of the pavement in the Premises which may be disturbed during the conduct of permitted activities;
- (v) The inspection of all work during the conduct of permitted activities and any restoration, as herein provided, which may be required by any City, state or federal department having jurisdiction.

ARTICLE 9

PERMITS AND COMPLIANCE WITH LAWS

Before the conduct of any activity permitted hereunder shall begin, Licensee shall obtain all permits which may be required by any City, state or federal department having jurisdiction. Licensee shall perform all the duties which may be imposed by any department as a condition of such permits, provided such conditions are not inconsistent with the provisions of this License. Licensee shall submit to those departments working plans which shall include and show in detail the method of construction of the structures hereby authorized and the mode of protection or changes in all structures required by the construction or removal of the same.

Upon the completion of the work, Licensee shall furnish to any department having jurisdiction plans of such character as may be directed, showing accurately and distinctly the location, size and type of construction, and complete dimensions of any structure erected or installed pursuant to this License.

Licensee shall comply with all applicable laws, rules, regulations and orders of City, state and federal authorities regarding the Premises and the use, occupancy and maintenance thereof, and with such other rules, regulations, orders, terms and conditions as may be set or required by Licensor.

**[ADD REFERENCE TO LICENSEE PLACING A BOND WITHIN
30 DAYS OF NOTICE OF A LIEN.]**

ARTICLE 10
INDEMNIFICATION

Licensee covenants and agrees that it shall forever:

Defend, indemnify and hold harmless Licensor, its agents, representatives and employees from and against any and all risk of loss, damage or injury to person or property and agrees that Licensor, the City of New York, the City of New York Administration for Children's Services ("ACS"), each of their agents, servants and employees shall be free from all liabilities and claims for damage and/or suits for or by reason of any injury or death to any person or property, of any kind whatsoever, whether to the person or property of Licensee, its agents, servants or employees, or of third persons, for any cause or causes whatsoever which may occur or arise during the Term of this License.

Defend, indemnify and hold Licensor, the City of New York, ACS harmless from any and all claims, actions, suits, proceedings, costs, losses, expenses, damages and liabilities, including attorney's fees, however occurring, arising out of or in any way related to Licensee's use of the Premises, or by any acts of omission or negligence on the part of the Licensee or any of its agents, contractors, employees, or sub licensees, or by the execution of this License, or which occur or arise during the Term of this License.

Defend, indemnify and hold harmless Licensor, the City of New York, ACS, each of their agents, representatives and employees from and against any and all liens and encumbrances which may be placed, filed or recorded against the Premises as a result of work or other activities of any nature performed at the Premises by or on behalf of Licensee, whether pursuant to this

License or otherwise and when, as, and if any such lien or encumbrance is placed, filed or recorded against the Premises, to remove, satisfy or otherwise discharge the same.

Anything in this Article 10 to the contrary notwithstanding, nothing in this License shall be construed to relieve the Licensor from responsibility to Licensee for any loss or damage caused Licensee wholly or in part by the negligent acts or omissions of the Licensor; except, however, that the Licensor shall not be responsible for any portion of such loss or damage which is recovered or recoverable by Licensee from any insurance covering such loss or damage caused, or for any portion of such loss or damage against which Licensee is indemnified or insured.

Licensee shall notify Licensor of any damage or accident occurring on the Premises within twenty-four (24) hours of any such occurrence.

The provisions of this Article 10 shall survive the expiration or other termination of this License.

ARTICLE 11

INSURANCE

Licensee, at its sole cost and expense, must procure and maintain for the duration of the License the following insurance against claims for injuries to persons or damages to property which may arise from, near or in connection with the Premises:

(a) Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (i) Insurance Services Office 'occurrence' form CG 0001 (ed. 10/93) covering Commercial General Liability or its equivalent.
- (ii) Workers Compensation Insurance as required by the Labor Code of the State of New York and Employers Liability insurance.

(b) Minimum Limits of Insurance Licensee shall maintain limits no less than:

- (i) Commercial General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal and property damage. Minimum \$2,000,000.00 aggregate. (The general aggregate limit shall apply separately

to this License or the general aggregate shall be twice the required occurrence limit.)

(ii) Workers' Compensation and Employers Liability:

Workers' Compensation shall be secured for the benefit of Licensee's employees in compliance with the provisions of Chapter 615 of the Laws of 1922, known as the "Workers Compensation Law" and acts amendatory thereto, inclusive of Disability Benefits and keep them insured during the life of this Agreement.

(c) Deductibles and Self-Insured Retentions:

Any deductibles or self-insured retentions must be declared to and approved by Licensor and ACS. At the option of Licensor and ACS, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to Licensor, the City of New York, ACS, their officers, officials and employees or Licensee shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(d) Other Insurance Provisions

The policies are to contain, or shall be endorsed to contain, the following provisions:

- (i) General Liability and Automobile Liability coverage, and, when applicable, garage insurance and pollution liability coverage.**
 - a. Licensor, the City of New York, ACS, and each of their officers, officials and employees are to be covered as insureds with respect to liability arising out of the Premises. The coverage shall contain no special limitations on the scope of protection afforded to Licensor, the City of New York, ACS, and each of their officers, officials and employees.**
 - b. Licensee's insurance coverage shall be primary insurance with respect to Licensor, the City of New York, ACS, and each of their officers,**

officials and employees. Any insurance or self-insurance maintained by Licensee, its officers, officials or employees shall be excess of and not contribute with Licensor's insurance.

c. Coverage shall state that Licensee's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(ii) **Workers' Compensation and Employers Liability Coverage:**

The insurer shall agree to waive all rights of subrogation against Licensor, the City of New York, ACS, and each of their officers, officials, and employees for losses arising from the Premises.

(iii) **All Coverage:**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits requested, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Licensor.

(e) **Acceptability of Insurers**

Insurance is to be placed with insurers licensed to do business in the State of New York with a Best's rating of no less than A-, unless specific approval otherwise has been granted by the Mayor's Office of Operations.

(f) **Verification of Coverage**

Licensee shall furnish Licensor with Certificates of Insurance effecting coverage required by this clause. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be on forms that are to be received and approved by Licensor before the License commences. In addition, Licensee shall require an endorsement naming as additional insureds Licensor, the City of New York, ACS, and each of their officers, officials and employees. Licensor, the City of New

York, and ACS reserve the right to obtain complete, certified copies of all required insurance policies at any time.

ARTICLE 12

SECURITY DEPOSIT

Upon execution hereof, Licensee shall deposit with the Licensor the sum of [INSERT AMOUNT IN WORDS] (\$ _____) Dollars, which sum shall be security for (a) the faithful performance of all obligations imposed upon Licensee hereunder.

In the event that Licensee fully and completely performs all such obligations and timely makes all such payments, Licensor shall cause said sum to be returned to Licensee, without interest, promptly thereafter.

In the event that Licensee shall default in the performance of any such obligation or the making of any such payment, Licensor may apply the sum so deposited to the cost of performing such obligation or making of such payment on Licensee's behalf. Licensee's liability for such default shall in no event be limited to the amount of such security deposit and Licensee shall be and remain liable for any deficiency.

ARTICLE 13

TERMINATION OF LICENSE

Upon the revocation or termination of this License, Licensee, at its sole cost and expense, shall cause the Premises to be restored to its proper and original condition.

ARTICLE 14

NO DISCRIMINATION

Throughout the term of this License, Licensee shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, age, sex, handicap, marital status or sexual orientation. Licensee shall take affirmative action to ensure that employees and applicants for employment with Licensee, its sub licensees, contractors and subcontractors are treated without regard to their race, color, creed, national origin, age, sex, handicap, marital status or sexual orientation, consistent with the provisions of the City's Human Rights Law, Adm. Code Sections 8-101 et seq., and shall take affirmative action to assist in

providing training and job opportunities in order to ensure equal employment opportunities for members of minority groups with Licensee, its sub licensees, contractors and subcontractors. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; downgraded; demoted; transferred; laid off; and terminated. Licensee will post in conspicuous places within the Premises, available to employees of Licensee and applicants for employment, notices provided by Licensor setting forth the language of this nondiscrimination provision.

ARTICLE 15

OTHER AGREEMENTS

It is understood that all other agreements between the parties with respect to this License shall be superseded by this License and any obligations between the parties shall be determined solely by this License until such time as this License is superseded by another agreement.

ARTICLE 16

NOTICES

Except as otherwise in this License specifically provided, a notice or communication which either party is required to give to the other shall be in writing by personal delivery or by overnight mail or by registered or certified mail, return receipt requested, addressed to the other at the address set forth below or to such other address as either party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to be received as follows: if by personal delivery upon receipt, if by overnight mail the next day following the date of mailing, or if by registered or certified mail the third day following such mailing.

To Licensor:

[INSERT CONTACT INFORMATION OF CHILD CARE AGENCY HERE]

To Licensee:

[INSERT CONTACT INFORMATION OF LICENSEE HERE]

ARTICLE 17

WARRANTY

The undersigned signatory for Licensee personally warrants and represents that he/she has full power and authority to enter into this agreement on behalf of Licensee and to bind Licensee to its terms.

ARTICLE 18

JURY WAIVER; WAIVER OF COUNTERCLAIM

To the fullest extent permitted by law, the parties waive their respective rights to a jury trial in any action or summary proceeding to recover possession of the Premises and Licensee waives its right to counterclaim or set-off therein, which waiver shall survive the revocation or termination of this License.

ARTICLE 19

ADDITIONAL REQUIREMENTS UPON LICENSEE

Licensee shall, whenever entering or leaving the Premises, see that any enclosure provided by Licensor is intact.

Licensee shall keep the Premises free from deposits of refuse, debris, garbage, waste and all other objectionable materials.

ARTICLE 20

CONSENT OF ACS AND LANDLORD

Licensee and Licensor agree that this License will not take effect until it has been approved in advance by the landlord of the Premises and by the City of New York Administration for Children's Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove set forth.

LICENSOR:

By: _____ (Signature)
_____ (Print Name)
_____ (Title, If any)
_____ (Company Name)

LICENSEE:

By: _____ (Signature)
_____ (Print Name)
_____ (Title, If any)
_____ (Company Name)

REVOCABLE LICENSE AGREEMENT

between

[INSERT NAME OF CHILD CARE AGENCY/LICENSOR AND ADDRESS]

&

[INSERT NAME OF LICENSEE AND ADDRESS]

Premises:

[INSERT ADDRESS OF THE PREMISES]

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