

**THIS AGREEMENT** is made this \_\_\_\_ day of \_March, 2021\_\_ by and between the \_\_\_\_Village of Great Neck Plaza\_\_ (“Client”) located at P.O. Box 440; Great Neck, NY 11021 and Hofstra University, a not-for-profit New York State corporation (“University”).

1. **Services:** Client retains University to perform the services described in Exhibit A (“Services”) under the terms and conditions set forth in this Agreement. If the terms of Exhibit A and this Agreement conflict in any way, this Agreement shall control.
2. **Fees:** Client agrees to pay University the fees set forth in Exhibit A for the Services, in accordance with the schedule set forth in Exhibit A. Client agrees that, where any fees are invoiced, amounts are due within 30 days of the date of the invoice. The Village shall not be liable to pay any fees for services which have not been rendered prior to the termination or expiration of this Agreement.
3. **Term.** The term of this Agreement will begin when fully executed and continue until August 31, 2021. The parties may mutually agree to extend the term by written agreement of an authorized official of each party. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.
4. **Intellectual Property.** University shall retain any and all intellectual property rights to materials used in connection with the Services, including but not limited to all recordings of and materials related to any workshops provided by University as part of the Services (“Recordings and Materials”). Client may not use any such Recordings and Materials for any purpose not listed in Exhibit A without the written permission of an authorized University official. Client may re-use recordings of the workshops described in Exhibit A, if Client obtains the written permission of an authorized University official for each such re-use. For the avoidance of doubt, the Contact List described in Exhibit A will be created with publicly available information and does not constitute intellectual property of the University.
5. **Publicity.** Neither party shall use the name or logo of the other party without the written permission of an authorized official of that party.
6. **Representations and Warranties.** Each party represents and warrants that it has the full right and authority to enter into this agreement, and to execute, deliver, and perform its obligations under this agreement. Each party represents and warrants that it will comply with all applicable federal, state, and local laws, rules, and regulations in the performance of this Agreement. Each party acknowledges that all information used to create the Contact List described in Exhibit A shall be publicly available information.
7. **Indemnification.** (a) Client, on behalf of itself, its agents, and employees, agrees to defend, indemnify and hold harmless University, its trustees, directors, employees, representatives, and agents from and against all claims, damages, losses and expenses including but not limited to reasonable attorney’s fees, arising out of or resulting from (a) a negligent act or omission of the Client or anyone directly employed by the Client; or (b) Client’s failure to perform any of its obligations under this Agreement. Client’s

obligations under this Section shall survive the expiration or termination of this Agreement unless specifically waived in writing by University after such expiration or termination.

(b) University, on behalf of itself, its agents, and employees, agrees to defend, indemnify and hold harmless Client, employees, representatives, and agents from and against all claims, damages, losses and expenses including but not limited to reasonable attorney's fees, arising out of or resulting from (a) a negligent act or omission of the University or anyone directly employed by the University; or (b) University failure to perform any of its obligations under this Agreement. University's obligations under this Section shall survive the expiration or termination of this Agreement unless specifically waived in writing by Client after such expiration or termination.

8. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements relating to the subject matter hereof.
9. **Severability.** The invalidity in whole or in part of any provisions of this Agreement shall not affect the validity of other provisions.
10. **Amendments; Waivers.** This Agreement may only be modified in writing, signed by the parties in interest at the time of such modification. No waiver by either party of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by University or Client of the same or any other provision. Either party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such party's consent to or approval of any subsequent act.
11. **Limitation of Liability.** The University shall not be liable to Client or any third party for any special, incidental, indirect, consequential, or other damages suffered by any person relating to the performance of this Agreement. In no event shall the University's liability arising out of this Agreement, whether in contract, tort or otherwise, exceed the amount paid by Client hereunder. The provisions of this paragraph shall survive termination of this Agreement.
12. **Disclaimer of Warranty.** UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The provisions of this paragraph shall survive termination of the Agreement.
13. **Notices.** All notices and demands of any kind which either party may be required or wish to serve on the other in connection with this Agreement shall be in writing and may be served personally or by fax, certified mail, or commercial overnight delivery to the following addresses or fax numbers:

On behalf of Hofstra University:

Stacey O'Donnell, Assistant Vice President for Financial Affairs  
128 Hofstra University  
Hempstead, NY 11549  
(516) 463-6870 (fax)

-and-

Office of General Counsel  
101 Hofstra University  
Hempstead, NY 11549  
(516) 463-1900 (fax)

On behalf of Client:

Village Mayor,  
Village Hall,  
Village of Great Neck Plaza,  
Gussack Plaza, PO Box 440  
Great Neck, New York 11022

With a copy to:  
Richard Gabriele, Esq., Village Attorney  
320 South Street, Unit 1-B  
Morristown, NJ 07960

14. **Binding Effect.** This Agreement shall bind and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.
15. **Independent Contractor.** It is understood and agreed that University is an independent contractor (and not an employee or agent of, or joint venturer with) Client.
16. **Force Majeure.** Neither Party will be deemed to be in default of or to have breached any provision of this agreement as a result of any delay or failure in performance due to reasons beyond such party's reasonable control, including interruptions resulting directly or indirectly from acts of God, civil or military authority, or public enemy, war, accidents, fire, explosion, epidemics or pandemics, earthquakes, floods, labor strikes, or other causes beyond the control of the party. If a delay occurs, the affected party may extend the time for performance by a period of time equal to the delay.
17. **Governing Law/Venue.** This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of New York, notwithstanding its conflicts of laws provisions. Client agrees to submit to the exclusive personal jurisdiction of the state and federal courts located within Long Island, New York with respect to any litigation arising out of this Agreement.
18. **Conflict of Interest.** To the best of its knowledge, Client warrants and represents that no trustee, officer, employee or any other person affiliated with Hofstra University and having involvement with this contract (1) is affiliated with Client and (2) received, was promised, or will receive anything of value in connection with this contract or performance thereof, except as specified in Exhibit A.

IN WITNESS WHEREOF, University and Client, intending to be legally and equitably bound, have caused this Agreement to be executed as of the date first above written. Electronic signatures that comply with applicable law are deemed original signatures.

**HOFSTRA UNIVERSITY**

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

Print Name: Catherine Hennessy

Title: Senior Vice President for Financial  
Affairs and Treasurer

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

**CLIENT**

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

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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