

**AGREEMENT BETWEEN  
THE CITY OF LONG BEACH**

**And**

**CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS, CHARLES ALPERT, ESTATE OF JOSEPH  
ALPERT AND/OR THE JOSEPH ALPERT IRREVOCABLE TRUST  
(Foundation Block)**

THIS AGREEMENT, made this 1st day of May 2021, between THE CITY OF LONG BEACH, NEW YORK, a municipal corporation, with offices at 1 West Chester Street, Long Beach, NY 11561 (hereinafter called the City); and CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS, CHARLES ALPERT, ESTATE OF JOSEPH ALPERT AND/OR THE JOSEPH ALPERT IRREVOCABLE TRUST, with an address at 271 Madison Avenue, 22<sup>nd</sup> Floor, New York, New York 10016 (hereinafter called the Property Owners);

WITNESSETH, the Property Owners hereby allow the City the rights to use the following premises: vacant lot located between Riverside Boulevard and Edwards Boulevard south of Broadway and north of the boardwalk in the City of Long Beach, County of Nassau, State of New York, a/k/a Section 59, Block 272, Lots 201-203 ("the premises"), to be used as a municipal parking lot (with no commercial, revenue-generating, and/or for-profit use permitted) from May 28, 2021 through September 12, 2021;

AND, the City covenants with the Property Owners as follows:

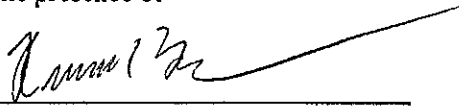
1. The City agrees to indemnify, defend and hold the Property Owners harmless against all liabilities and judgments which may arise against, be charged to or recovered from the Property Owners by reason of damage to property or injury to or death of any person arising from the use or operation of the premises.
2. The City shall help maintain the premises in a condition of good order, and return the premises in the same condition as it existed at the inception of the City's use of the premises.
3. The City shall have the right to make repairs and minor improvements to the premises as it deems necessary, so long as the premises are used as detailed above and returned in the same condition as it existed at the inception of the City's use of the premises.
4. The City shall be permitted to put up signage indicating the use of the premises and shall have the right to enforce the restrictions of such use.

5. The City hereby acknowledges that it will not make any claim for ownership by adverse possession or otherwise to any portion of the premises. The City shall immediately upon receipt of notice remove any and all encroachments upon the premises.

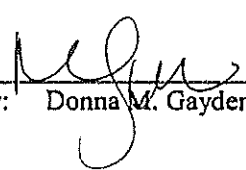
6. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereto affixed the day and year first above written.

Signed, Sealed and Delivered  
In the presence of

  
\_\_\_\_\_  
David Fraser  
City Clerk


CITY OF LONG BEACH, NEW YORK


  
\_\_\_\_\_  
By: Donna M. Gayden, City Manager

CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS,  
CHARLES ALPERT, ESTATE OF JOSEPH ALPERT  
AND/OR THE JOSEPH ALPERT IRREVOCABLE  
TRUST

  
\_\_\_\_\_  
By: Charles Alpert

  
\_\_\_\_\_  
By: Charles Alpert

  
\_\_\_\_\_  
By: Charles Alpert

  
\_\_\_\_\_  
By: Charles Alpert

**ADDENDUM TO THE  
AGREEMENT BETWEEN  
THE CITY OF LONG BEACH**

**And**

**CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS, CHARLES ALPERT, ESTATE OF JOSEPH  
ALPERT AND/OR THE JOSEPH ALPERT IRREVOCABLE TRUST  
(Foundation Block)**

THIS ADDENDUM is adopted on this 14th day of May 2021, and is applied to the Agreement between the City of Long Beach, New York, and Central-Ison, Ltd., Lafayette Apartments, Charles Alpert, Estate of Joseph Alpert and/or the Joseph Alpert Irrevocable Trust ("Property Owners"), entered into on May 1, 2021 (the "Original Agreement").

WHEREAS, subject to the terms, permissions, responsibilities and obligations of the Original Agreement,

the Property Owners, the City, and Wonderland Midway Corp. ("WMC") agree as follows:

1. The foregoing preamble and "WHEREAS" clause, as well the exhibits referenced therein, if any, are hereby incorporated into and made a part of this Addendum.
2. To the extent not addressed in this Addendum, all of the terms, provisions, permissions, responsibilities and obligations agreed to between the City and the Property Owners in the Original Agreement remains in full force and effect throughout the duration of this Addendum.
3. The Property Owners permit WMC to use approximately 150 feet of the eastern section of the foundation block, as defined in the Original Agreement (the "Premises"), to host, conduct, construct, and/or perform a Carnival during the following dates and times:
  - a. Friday, May 28, 2021 - 5:00 p.m. to 10:00 p.m.;
  - b. Saturday, May 29, 2021 - 2:00 p.m. to 10:00 p.m.;
  - c. Sunday, May 30, 2021 - 12:00 p.m. to 10:00 p.m.; and
  - d. Monday, May 31, 2021 - 12:00 p.m. to 8:00 p.m.;

4. The Property Owners permit WMC to arrive at the Premises and construct, erect, build, and otherwise setup the equipment, machines, stands, and other contents of the Carnival as of Monday May 24, 2021.

5. WMC agrees the Premises shall be cleared of all the equipment, machines, stands, and other contents of the Carnival by June 1, 2021.

6. The City shall provide WMC with a single, powered, 110 volt electrical cable, and a single hose with water access.

7. For the duration of this Addendum, WMC shall help maintain the premises in a condition of good order, and return the premises in the same condition as it existed at the inception of the City's use of the premises.

8. For the duration of this Addendum, WMC and the City's Police Department shall couple their respective locks, thereby permitting either WMC or the City to access the Premises.

9. WMC agrees to indemnify, defend and hold the City, its agents, servants, employees and volunteers, and the Property Owners harmless against all liabilities and judgments which may arise against, be charged to or recovered from the City, its agents, servants, employees and volunteers, and the Property Owners by reason of damage to property or injury to or death of any person arising from WMC's use or operation of the premises. During the term set forth in this addendum, WMC shall maintain insurance policies covering liability for bodily injury and property damage, and shall name the City and Property Owners as an additional insured under such policies.

10. WMC shall be permitted to put up signage at the Premises to promote the Carnival and inform the general public of its dates of operation.

11. WMC hereby acknowledges that it will not make any claim for ownership by adverse possession or otherwise to any portion of the premises. WMC shall immediately upon receipt of notice remove any and all encroachments upon the premises.

12. WMC shall not permit any activities that are prohibited by Federal, State, County, or City laws, rules, regulations, or ordinances.

13. The Parties herein acknowledge that they have read this agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. In the event an ambiguity or a question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this agreement.


14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereto affixed the day and year first above written.

(Signature Page Below)

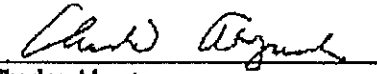
Signed, Sealed and Delivered  
In the presence of


CITY OF LONG BEACH, NEW YORK


By:   
David Fraser  
City Clerk

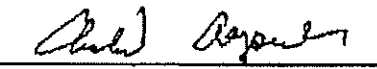
By:   
Donna M. Gayden  
City Manager

CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS,  
CHARLES ALPERT, ESTATE OF JOSEPH ALPERT  
AND/OR THE JOSEPH ALPERT IRREVOCABLE TRUST

By:   
Charles Alpert

By:   
Charles Alpert

By:   
Charles Alpert

By:   
Charles Alpert

WONDERLAND MIDWAY CORP.

By: Alessandro D'Amico

Print: John Danti

Title: President



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Stephanie Moore	FAX (A/C, No):
	PHONE (A/C, No, Ext): 727-547-3121	E-MAIL ADDRESS: smoore@alliedspecialty.com
INSURER(S) AFFORDING COVERAGE INSURER A: T.H.E. Insurance Company		NAIC # 12866
INSURED Wonderland Midway Corp Attn: Alessandro D'Amico, President P.O. Box 280230 Brooklyn NY 11228-0230	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSP	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		CPP0103183-08	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/POP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED:      RETENTION \$			BINDER	04/17/2021	02/01/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Dates: 05/26/21 - 05/31/21

Class of Business: Carnival

Additional Insured: Central-Ison, LTD. Lafayette Apartments, Charles Alpert, Estate of Joseph Alpert and/or the Joseph Alpert Irrevocable Trust, as respects to the negligence of the named insured only.

## CERTIFICATE HOLDER

Central-Ison, LTD. Lafayette Apartments, Charles Alpert, Estate of Joseph Alpert and/or the Joseph Alpert Irrevocable Trust  
271 Madison Avenue 22nd Floor  
New York, New York, 10016

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2021

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PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Stephanie Moore	INSURER(S) AFFORDING COVERAGE	NAIC #
	PHONE (A/C, No, Ext): 727-547-3121		
	E-MAIL ADDRESS: smoore@alliedspecialty.com		
INSURED Wonderland Midway Corp Attn: Alessandro D'Amico, President P.O. Box 280230 Brooklyn NY 11228-0230	INSURER A: T.H.E. Insurance Company		12866
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSP   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	CPP0103183-08	02/01/2021	02/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		BINDER	04/17/2021	02/01/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Dates: 05/26/21 - 05/31/21  
Class of Business: Carnival  
Additional Insured: Chabad Lubavitch of the Beaches Inc. as respects to the negligence of the named insured only.

### CERTIFICATE HOLDER

Chabad Lubavitch of the Beaches Inc.  
60 W Beech St,  
Long Beach, NY 11561

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Carol A Serra*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/14/2021

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PRODUCER Allied Specialty Insurance, Inc. 10451 Gulf Blvd Treasure Island, FL 33706-4814	CONTACT NAME: Stephanie Moore
	PHONE (A/C, No, Ext): 727-547-3121 FAX (A/C, No):
	E-MAIL ADDRESS: smooore@alliedspecialty.com
	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: T.H.E. Insurance Company 12866
INSURED Wonderland Midway Corp Attn: Alessandro D'Amico, President P.O. Box 280230 Brooklyn NY 11228-0230	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		BINDER	04/17/2021	02/01/2022	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event Dates: 05/26/21 - 05/31/21  
Class of Business: Carnival  
Additional Insured: City of Long Beach as respects to the negligence of the named insured only.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of Long Beach, 1 W. Chester St Long Beach, NY 11561	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Carol A Serra</i>

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**SECOND ADDENDUM TO THE  
AGREEMENT BETWEEN  
THE CITY OF LONG BEACH**

**And**

**CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS, CHARLES ALPERT, ESTATE OF JOSEPH  
ALPERT AND/OR THE JOSEPH ALPERT IRREVOCABLE TRUST**  
**(Foundation Block)**

THIS SECOND ADDENDUM is adopted on this 1st day of June 2021, and is applied to the Agreement between the City of Long Beach, New York, and Central-Ison, Ltd., Lafayette Apartments, Charles Alpert, Estate of Joseph Alpert and/or the Joseph Alpert Irrevocable Trust ("Property Owners"), entered into on May 1, 2021 (the "Original Agreement").

WHEREAS, on May 14, 2021, the Property Owners, the City and Wonderland Midway Corp. ("WMC") entered into an addendum to the Original Agreement permitting WMC to host a carnival on a portion of the Property Owners' land for the 2021 Memorial Day weekend;

WHEREAS, due to inclement weather during the scheduled carnival, WMC has requested this SECOND ADDENDUM to permit them to host the carnival on the weekend of June 4, 2021; and

WHEREAS, subject to the terms, permissions, responsibilities and obligations of the Original Agreement, the Property Owners, the City, and WMC agree as follows:

1. The foregoing preamble and "WHEREAS" clauses, as well the documents referenced therein, are hereby incorporated into and made a part of this Second Addendum.

2. To the extent not addressed in this Second Addendum, all of the terms, provisions, permissions, responsibilities and obligations agreed to between the City and the Property Owners in the Original Agreement remains in full force and effect throughout the duration of this Second Addendum.

3. The Property Owners permit WMC to use approximately 150 feet of the eastern section of the foundation block, as defined in the Original Agreement (the "Premises"), to host, conduct, construct, and/or perform a Carnival during the following dates and times:

a. Friday, June 4, 2021 - 6:00 p.m. to 10:00 p.m.;

- b. Saturday, June 5, 2021 - 2:00 p.m. to 10:00 p.m.; and
- c. Sunday, June 6, 2021 - 12:00 p.m. to 10:00 p.m.

4. The Property Owners permit WMC to arrive at the Premises and construct, erect, build, and otherwise setup the equipment, machines, stands, and other contents of the carnival as of the date of this Second Addendum.

5. WMC agrees the Premises shall be cleared of all the equipment, machines, stands, and other contents of the Carnival by June 7, 2021.

6. The City shall provide WMC with a single, powered, 110 volt electrical cable, and a single hose with water access.

7. For the duration of this Second Addendum, WMC shall help maintain the Premises in a condition of good order, and return the Premises in the same condition as it existed at the inception of the City's use of the Premises.

8. For the duration of this Addendum, WMC and the City's Police Department shall couple their respective locks, thereby permitting either WMC or the City to access the Premises.

9. WMC agrees to indemnify, defend and hold the City, its agents, servants, employees and volunteers, and the Property Owners harmless against all liabilities and judgments which may arise against, be charged to or recovered from the City, its agents, servants, employees and volunteers, and the Property Owners by reason of damage to property or injury to or death of any person arising from WMC's use or operation of the Premises. During the term set forth in this addendum, WMC shall maintain insurance policies covering liability for bodily injury and property damage, and shall name the City and Property Owners as an additional insured under such policies.

10. WMC shall be permitted to put up signage at the Premises to promote the carnival and inform the general public of its dates of operation.

11. WMC hereby acknowledges that it will not make any claim for ownership by adverse possession or otherwise to any portion of the Premises. WMC shall immediately upon receipt of notice remove any and all encroachments upon the Premises.

12. WMC shall not permit any activities that are prohibited by Federal, State, County, or City laws, rules, regulations, or ordinances.

13. The Parties herein acknowledge that they have read this agreement, have had the opportunity to review it with an attorney of their respective choice, and have agreed to all its terms. In the event an ambiguity or a question of intent or interpretation arises, this agreement shall be construed as if drafted jointly by each of the parties hereto and no presumptions or burdens of proof shall arise favoring any party by virtue of the authorship of any provisions of this agreement.


14. This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Fax, PDF and Adobe copies of this Agreement shall be deemed as originals. Execution in counterparts and/or by email or facsimile, shall have the same force and effect as an original signature.

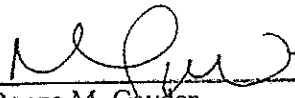
IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals to be hereto affixed the day and year first above written.

(Signature Page Below)

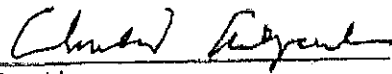
Signed, Sealed and Delivered  
In the presence of

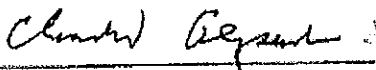
CITY OF LONG BEACH, NEW YORK

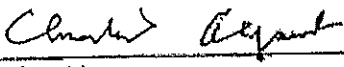
By:   
David Fraser  
City Clerk

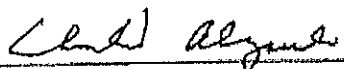
By:   
Donna M. Gayden  
City Manager

CENTRAL-ISON, LTD., LAFAYETTE APARTMENTS,  
CHARLES ALPERT, ESTATE OF JOSEPH ALPERT  
AND/OR THE JOSEPH ALPERT IRREVOCABLE TRUST

By:   
Charles Alpert

By:   
Charles Alpert

By:   
Charles Alpert

By:   
Charles Alpert

WONDERLAND MIDWAY CORP.

By: 

Print: Alessandro D'Amico

Title: President.