

PURPLE BARGE PARTY 8/7/85

CHECKS

30

0195
 Elizabeth Agredano 8/7
 125
 Miriam Altman 8/7
 142
 JOHN BRADLEY 8/7
 431
 JOAN CAREY 8/7
 662
 DIANE COHEN 8/7
 477
 DEAN CORPEN 8/7
 719 139
 JAMES DOYLE 8/7
 0230
 JEFFREY DRUMMOND 8/6
 126
 MARY DUGAN 8/4
 953
 KATHRYN FREED 8/7
 633
 HELEN FREEDMAN 8/7
 1375
 KRISTEN GLEN 8/7
 107 8/1
 Ira Globusman 8/7
 182
 BOB GOLDSTEIN 8/7
 1128
 RICK HARTZMAN 8/7
 1949
 JOHN HANLON 8/4
 2356
 CHRIS HAVENS 7/15
 2312
 JOHN HOWE 8/7
 147
 RITA KAKASCIC 8/7
 848
 WINSTON LEE 8/7
 618
 Ed Lehner 7/31
 160
 HOWARD MOODY 8/7
 967
 SHELDON MOSKOWITZ 8/7
 178 8/5
 Ed Otitiz 8/5
 111 8/5
 LINDA PENG 8/5
 184 8/7

\$50

318 7/15
 CURTIS ARLUCK
 1011 8/5
 RICK BRAUN
 828 8/7
 JIM BRIGGS
 412 8/7
 BOB COHEN
 486 8/7
 MARY ELLEN CROWLEY
 8/14 218
 CAROL FEINMAN
 612
 ALAN FISCHLER 8/7
 7125 363
 MIRIAM FRIEDLANDER
 212 7/19
 MORT GINDI
 369 8/7
 LEE JACKSON
 436
 RONDY JENNINGS 7/17
 1107
 DOROTHY KELLER 7/31
 719
 BETTY MANNE 150
 4023
 MARVIN MOSKOWITZ 8/7
 296
 JON DAVID NALLEY 8/16
 1437
 BETSY NAYLOR 8/7
 326
 MARTIN SCHWARTZ 8/7
 514 8/6
 David Fleischer
 1445
 Barbara Chocky 8/7

\$100

524 8/7
 CATHERINE AGATE
 712 66
 FRANZISEA HOFFMANN
 545 8/8
 NADINE HOFFMANN
 113 8/7
 TONY HOFFMANN
 #855 8/7
 RON KLIEGERMAN
 #31 8/1
 EUGENE NARDLE
 #916 8/5
 MANFRED OHRENSTE
 7129 #1082
 BILL ASSANANTE
 8/11 #101
 Allan Roskopf
 #182 7/29
 DAN ROSKOFF
 8/7 #189 232, 341
 JOHN LACCIO
 -1819 8/7
 \$80 KEITH CRAND
 1188 8/5
 \$120 JOE ERZO
 117 8/7
 \$130 BRUCE FRANK
 265 8/7
 \$60 ANN R Hyatt
 61 8/11
 \$80 RICHARD LEE
 432 8/7
 \$60 BILL VAN FEL

AGREEMENT made Aug 5 1985 between PURPLE BARGE CORPORATION (hereinafter referred to as the "BARGE") and (hereinafter referred to as the "LESSEE").

WHEREAS, the BARGE maintains a barge at pier 23 in the City of New York and LESSEE desires to utilize such barge for a specified period of time and for a specified reason.

NOW, THEREFORE, in consideration of the covenants, promises, representations and warranties hereinafter made by the parties hereto, the BARGE and the LESSEE hereby agree as follows:

1. The BARGE hereby lets to LESSEE, and LESSEE hereby does lease from the BARGE, the use of the barge in its entirety on AUGUST 7, 1985, from the hours of 6 PM to MIDNIGHT.
2. The BARGE agrees to supply for the sole use of the LESSEE during the above stated hours on the above stated day(s), the following:
USE OF SPACE AND BAR.
3. LESSEE agrees to supply, at their own expense, during the above stated hours on the above stated day(s), the following:
Food, drink AND paper items.
4. The BARGE agrees that the LESSEE shall have full use of the furniture, lighting, janitor services and the use of the fixtures on the barge.
5. ~~LESSEE~~ ^{BARGE} agrees to supply all necessary permits, licenses and authorizations (including, but not limited to, the license to sell, or permit to be sold, beer, wine or other alcoholic beverages) from and to all government agencies, bureaus and departments, Federal, State and/or Local.
6. The LESSEE agrees to use the barge for the following specific uses only: Political Fundraising
7. In no event shall the barge be used for any unlawful or hazardous purpose, or any other purpose which would invalidate any insurance

thereon, or be deemed a detriment by Westway Corp., or by agencies or bureaus of the Federal, State and/or Local governments.

8. As consideration for the use of the barge, the LESSEE agrees to pay the BARGE Seven Hundred Fifty dollars (\$750.) for the time agreed upon in this agreement.

9. LESSEE agrees to pay to the order of the BARGE the sum of _____ dollars (\$) as a nonrefundable deposit, upon the signing of this agreement. The remainder of the payment due for the use of the barge shall be paid to the order of the BARGE no later than 24 hours prior to the agreed date of the use of the barge by the LESSEE. In the event any default be made in the payment, or any part thereof, at the time above specified, or if default be made in the performance of any of the agreements herein contained, the BARGE, at its sole option, may terminate the rights of the LESSEE for the use of the barge and may collect from the LESSEE any damages resulting from the LESSEE's default.

10. The LESSEE understands that the BARGE maintains liability insurance. Any other form of insurance required by the LESSEE shall be procured and maintained by the LESSEE at LESSEE's own expense. Such insurance policies shall be written by reputable companies and be in such form as shall be satisfactory to the BARGE.

11. LESSEE agrees to notify the BARGE, in writing, in the event the LESSEE shall fail to utilize the premises on the above agreed date no later than () business days prior to the date of the agreed use of the barge. In the event the LESSEE fails to give such notice, LESSEE shall be liable to the BARGE for the full sum agreed in paragraph 8.

12. In the event the BARGE shall be damaged or destroyed during the term hereof resulting from the activities of the LESSEE or the LESSEE's guests or invitees, the LESSEE shall be liable for such damages. The proceeds of any insurance paid with respect to, and on account of, such damage or destruction shall be made available to the BARGE.

13. In the event that inclement weather or a natural disaster or an act of god shall prevent the LESSEE from utilizing the barge for the term described herein, the BARGE shall make another date available to the LESSEE. Such alternate date shall be mutually agreed upon by the BARGE and the LESSEE. Such date shall be August 11, 1955.

14. No waiver or breach of any of the conditions or provisions contained in this agreement shall be construed to be a waiver of any other provision or condition contained herein.

15. LESSEE warrants and agrees that LESSEE shall not advertise, or sanction the use of the pier adjoining the barge prior to, during, or after the term hereof except for the specific purpose of access to and egress from the barge.

16. LESSEE shall not permit, sanction or allow the use of illicit drugs by LESSEE, LESSEE's guests or invitees on the barge or adjoining pier during the term hereof and LESSEE shall not permit the sale of alcohol or alcoholic beverages to minors during the term hereof.

17. In the event the LESSEE supplies food stuffs, soft drinks and/or alcoholic beverages during the term hereof, LESSEE agrees to pay to the order of the BARGE a refundable deposit of two hundred and fifty dollars (\$250.00). Such monies shall be used solely for all clean up services by the BARGE following the use of the barge by the LESSEE. In the event the LESSEE utilizes LESSEE's clean up service, at LESSEE's own expense, the above sum shall be refunded.

18. LESSEE warrants and agrees not to promote or sanction the use of the pier adjoining the barge by vehicles of any sort (automobiles, vans, trucks, etc.) for parking purposes except for the sole purposes of delivering and removing services for use by the LESSEE during the term hereof (e.g. delivery of catering food stuffs, condiments, etc.).

19. In the event the use of the barge by the LESSEE is made impossible as a result of an act of Westway Corp. or a government agency or any other reason beyond the control of the BARGE, the BARGE agrees to return to the LESSEE the deposit agreed upon in paragraph 9, without accrued interest. The BARGE shall suffer no penalty or monetary damages resulting from such impossibility of performance by the BARGE.

20. The BARGE and/or the Catering establishment that supplies foodstuffs, alcohol or alcoholic beverages for the benefit of the LESSEE during the term hereof shall not be liable for any form or manner of sanction or monetary or other damages (including but not limited to, compensatory, punitive, loss of consortium, pain, suffering, anguish, etc.) from any laws now in existence or hereafter passed, resulting from an act or action of LESSEE or LESSEE's guest(s) or invitee(s) as a result of said persons intoxication or impairment as a result of use of such alcohol or alcoholic beverages on the barge, or on the adjoining pier, or anywhere off the premises of the barge.

21. LESSEE may not make alterations or changes of the permanent fixtures on the barge without the express written approval of the BARGE.

22. LESSEE warrants and represents that LESSEE has the right to enter into this agreement.

23. LESSEE hereby indemnifies and saves the BARGE harmless against and from any and all damages, claims, costs, and expenses, including attorney's fees, arising out of, or resulting from, LESSEE's use of the barge or any equipment, furniture and fixture thereon or appurtenances thereto. *The BARGE promises its premises to be reasonably safe and maintained with ordinary care.*

24. This agreement shall be binding upon the parties hereto and their representatives, successors, assigns, administrators and heirs.

25. LESSEE shall permit the BARGE, its agents or representatives, to have free access to the barge during LESSEE's use of the barge, unless agreed otherwise in writing.

26. LESSEE agrees not to assign LESSEE's right to the use of the whole or any part of the barge during the time herein specified without the written authorization of the BARGE.

27. The agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.

28. The agreement shall be construed in accordance with the laws of the State of New York. It is agreed that only the courts of the State of New York shall have jurisdiction in any lawsuit commenced by either party concerning the subject matter of this agreement, and that service of process in any such lawsuit may be made by certified or registered mail, return receipt requested, addressed to the parties at their respective addresses:

BARGE: PURPLE BARGE CORPORATION 496 Hudson Street New York, N.Y. 10014
LESSEE: _____

29. This agreement sets forth the entire understanding of the parties signed hereto. This agreement cannot be cancelled, altered or amended except in writing, signed by all the parties hereto.

30. If any provision hereof shall be for any reason illegal or unenforceable, the same shall not effect the validity or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first indicated above.

PURPLE BARGE CORPORATION
By: Sheela Lee Schwartz

LESSEE
By: M B Zisch
Co-Chair Fundraising Comm.
Village Independent -4-
P.O. Box 111