

AGREEMENT made as of the ____ day of ____, 2014 between:

The TOWN OF NEW PALTZ, a governmental subdivision of the State of New York, with offices located at P.O. Box 550, New Paltz, New York 12561 (hereinafter referred to as the ‘TOWN’) and

FOR PAWS OF ULSTER, INC., a domestic not for profit 501(c) 3 corporation, organized and existing under and by virtue of the laws of the State of New York, with its offices at PO Box 1074, New Paltz, New York 12561,(hereinafter referred to as the ‘Organization’)

WITNESSETH:

WHEREAS, the Town of New Paltz (hereinafter referred to as the ‘Town’) and the County of Ulster (hereinafter referred to as the ‘County’) entered into an agreement on or about August 12, 1999, which said agreement, in its pertinent parts, provided for the Town of New Paltz to develop and to maintain a ballpark complex upon a portion of lands owned by the County of Ulster at the westerly end of the Ulster County Fairgrounds; and

WHEREAS, the Town and the County have subsequently entered into ‘Amendment No. 1 to Agreement with Town of New Paltz for Improvements at the Ulster County Fairgrounds’ which said amendment, in its pertinent parts, allows the Town to develop, improve and maintain, in addition to the ballpark complex a Dog Park and fitness trail on that portion of the County property depicted on the plan attached hereto and made a part hereof and marked ‘Schedule A;’ and

WHEREAS, FOR PAWS OF ULSTER, INC, (hereinafter referred to as the ‘Organization’) is a domestic not for profit 501(c) 3 corporation, organized and existing under and by virtue of the laws of the State of New York, with its offices at PO Box 1074, New Paltz, New York 12561; and

WHEREAS, the Town and the Organization desire to enter into a proposed amendment to said agreement which, in its pertinent parts, will provide for the development, construction, maintenance and repair of a facility set aside for dogs to exercise and play ‘off-leash’ in a controlled environment under the supervision of their owners for use by County residents (hereinafter referred to as the ‘Dog Park’); and

WHEREAS, the Town Board finds and determines that it is in the best interests of the Town of New Paltz to enter into an agreement with the Organization for the Organization to develop, improve and thereafter to maintain on behalf of the town its Dog Park program on that portion of the County property depicted on the plan attached hereto and made a part hereof and marked ‘Schedule A;’

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and in compliance with the terms and conditions herein specified, the parties agree as follows:

1. **ESTABLISHMENT OF PROGRAM:** The Town hereby establishes a Dog Park program on that portion of the County property depicted on the plan attached hereto and made a part hereof and marked "Schedule A" which said program is intended to include educational demonstrations and other community events such as vaccine clinics, "rescue awareness days" and similar events.

2. **AUTHORIZATION FOR MANAGEMENT:** The Town hereby authorizes the Organization to participate with and to assist the town to develop and to manage the Dog Park which includes any and all necessary modifications to the natural landscape to be fit for dog park use. The town hereby authorizes the Organization to use volunteer efforts to accomplish this means, under the provision that such volunteers sign waivers of indemnity and liability against the Town before such work begins. Unless specifically prohibited by the County, the presence of visible signage acknowledging assistance and contributions shall be allowed.

3. **MANAGEMENT RESPONSIBILITIES:** Organization agrees as part of its management responsibilities to organize educational demonstrations and other community events, such as vaccine clinics and Rescue Awareness Days at the Dog Park, herein referred to as "events", and the Organization agrees to organize such events for the good of the community and possible financial stability of the dog park provided, however, that fundraising activities for the benefit of the Organization or for other organizations shall not be conducted at any time at the Dog Park.

4. **MAINTENANCE:** The Organization shall be responsible for and shall perform all maintenance at the dog park, including mowing of grass. As part of such maintenance responsibilities, the Organization agrees to empty the waste receptacles located inside the dog park into a dumpster or other authorized container provided by and at a location designated by the Town. The Organization hereby agrees to maintain the integrity of the facility and perform regular inspections and repair any damaged areas found during said inspections.

5. **TERM:** The term of this Agreement shall take effect as of the ____ day of _____, 2014 and shall terminate on the 31st day of December, 2014. Notwithstanding the initial term of this Agreement, it is agreed that the Town, at its sole discretion, shall have the option of extending by resolution this Agreement for additional periods of one (1) year each provided however, that at any time, the Town shall have the right to terminate this Agreement immediately upon written notice to Organization. Upon the expiration of the initial term or of any extended term or in the event that this Agreement is terminated earlier pursuant to its terms, the Organization within thirty (30) days next following the date of termination fixed in said notice, shall remove from the site any and all improvements (as for instance, runs, fencing, etc.)

installed exclusively at the sole cost and expense of the Organization (exclusive of equipment or improvements owned or acquired solely by the Town or by the County) provided that their removal will not do physical damage to the realty, in which event such appurtenances shall be considered fixtures and shall remain the property of the Town.

6. SUPERVISION: The Organization will submit to the Town Board of the Town for purposes of approval, the rules and regulations governing the use of the dog park by dog park patrons, a schedule of the proposed events to be organized by the Organization pursuant to this Agreement.

7. EXCLUSIVENESS OF EVENTS: The Events organized and held by the Organization on the dog park premises pursuant to this Agreement shall at all times remain separate and distinct from any other events organized by the Organization.

8. REPORTS: No later than December 31st of each year during which this agreement is in full force and effect, the Organization shall provide the Town Board of the Town with the report on the conduct and activities of the Events during the term then concluded.

9. RESPONSIBILITY TO COUNTY: Consistent with “Amendment No. 1 to Agreement with Town of New Paltz for Improvements at the Ulster County Fairgrounds” referred to above, the parties expressly agree as follows:

a. Assumption of risks. The Users of the Dog Park assume all risks incident to the use of the Dog Park and shall indemnify and hold the Town and the Organization harmless from all claims arising from any accident, injury or damage whatsoever to any person or property, as acknowledged by entering the Dog Park, pursuant to its rules and regulations (See # 10 below).

b. Scheduling. The Town shall be fully responsible for scheduling the operation of, and for proper maintenance and upkeep of the Dog Park. A copy of the schedule of operation shall be provided by the Organization to the Town for delivery to the Ulster County Commissioner of Public Works at least forty-five (45) days prior to commencing operation of the Dog Park and twenty (20) days prior to any change in said operating schedule. The Organization will comply with any reasonable request by the Ulster County Commissioner of Public Works for a modification of the operating schedule.

c. Compliance with laws. The Organization shall be responsible for compliance with all applicable laws, rules, regulations and ordinances in planning, developing and operating the Dog Park, including but not limited to the State Environmental Quality Review Act (SEQRA) and other Department of Environmental Conservation laws, rules and regulations, and for all costs, expenses, and personnel required to properly plan, develop, maintain, and operate the Dog Park.

d. Insurance. The Organization shall obtain insurance in types and amounts sufficient to provide reasonable coverage for the activities that will or may occur at the Dog Park, as may be

required by the Town and by the Ulster County Insurance Officer, and such insurance policies shall name the Town and the County of Ulster as additional insureds.

e. Indemnification. The Organization agrees to fully indemnify, save and hold harmless the Town and the County of Ulster and all of its officers, agents, and employees from and against any and all liabilities of any type whatsoever, including but not limited to any and all damages, expenses, causes of action, lawsuits, claims, penalties, fines, assessments or judgments relating to, arising out of, or occurring in connection with the construction, development, maintenance and/or use of the Dog Park, unless such damages are sustained solely as a result of a negligent act or omission on the part of the Town or the County, their respective officers, agents, servants and/or employees.

f. Without limiting the generality of the above indemnification and hold harmless provision, said provision includes, but is not limited to the following:

1. Liability for loss or damage to property or bodily injury to or death of any and all persons that may be occasioned, directly or indirectly, by any cause whatsoever pertaining to the use of the Dog Park, arising by reason of or in connection with the occupation or the use thereof or the presence of any person or property on, in or about the Dog Park;
2. All liabilities or claims arising as a result of (i) the Organization's obligations under this Agreement or the enforcement of or defense of validity of any provision of this Agreement, (ii) any zoning, planning and subdivision laws and regulations, and any landmark, historic or wetlands designation, any property boundary lines, and lot line provisions, (iii) any building code requirements or violations, (iv) any occupancies or use of the subject property, whether authorized or not by the County, by any other third party or entity that is not party to this Agreement, (v) any and all notes or notices of violations of law or municipal ordinances, orders or requirements noted in or issued by any governmental department having authority as to lands, housing, buildings, fire, health and labor conditions affecting the premises at the date hereof; and the County shall not be responsible for or be required to cure or correct same should they exist, or (vi) any environmental issues related to the Dog Park;
3. All causes of action and reasonable attorneys' fees and other expenses incurred in connection with any suits or actions which may arise as a result of any of the foregoing; provided that any such claims, causes of action, judgments, liabilities, damages, losses, costs or expenses of the Town and/or of the County are not incurred or do not result solely from the intentional wrongdoing of the Town and/or of County or any of its members, officers, agents or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence in part of the Town and/or of the County or any of their officers, members, agents or employees and

notwithstanding the breach of any statutory obligation or any rule of comparative or apportioned liability.

4. In the event of any claim against the Town and/or the County or any of its members, officers, agents or employees by any employee, agent, officer, agent, or contractor of the Organization, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the Organization hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Organization or such contractor under workers' compensation laws, disability benefits laws or other employee benefit laws.

RULES AND REGULATIONS FOR USE OF THE DOG PARK:

1. Dogs must be licensed, wear ID Tags and have Rabies Vaccination
2. Dogs must be under direct supervision of owners, under voice control and within sight at all times
3. Aggressive or dangerous dogs are prohibited. Dog showing signs of aggression must leave the park immediately
4. Dogs must be on leash when entering or leaving the double-gated entrance. The leash must be displayed at all times while in the fenced area
5. Puppies under 4 months of age prohibited
6. Dogs in heat are prohibited – Spayed and neutered dogs recommended
7. No food, including dog treats, or toys allowed inside the dog park
8. Children 6 – 12 must be accompanied by an adult (age 18 or over). Children under age 5 are not permitted within the fenced area
9. Limit of two dogs per owner allowed per visit
10. Dog owners are responsible for injury or damage caused by dogs. Dog owners waive all liability claims against the Town of New Paltz and For Paws of Ulster, Inc. for any injury or damage caused to or by a dog or its owner while at the park
11. Dog owners are responsible for the removed and disposal of dog feces. Dog owners are responsible for repairing any damage or digging caused by their dog before leaving the dog park
12. Park is open from dawn to dusk
13. In case of emergency dial 911 or state police 845 256-0536

10. It is understood that this instrument represents the entire Agreement of the parties hereto, and all previous understandings are merged herein and that no modification hereof shall be valid unless written evidence thereof shall be executed by the parties hereto.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the respective officers on the day and year first above written.

THE TOWN OF NEW PALTZ

By: _____
Susan Zimet, Supervisor

FOR PAWS OF ULSTER, INC.

By: _____
Christine DeBoer, President

The foregoing agreement was approved by the Town Board of the Town of New Paltz at a meeting held on _____ 2014 and by the board of directors of For Paws of Ulster, Inc. at a meeting held on _____, 2014.

