

BASEBALL/SOFTBALL RECREATION AGREEMENT

THIS AGREEMENT is made between **THE TOWN OF NEW PALTZ**, a political subdivision of the State of New York maintaining its offices at 1 Veterans Drive, PO Box 550, New Paltz, New York 12561, hereinafter referred to as the “Town and

THE NEW PALTZ BABE RUTH BASEBALL ASSOCIATION,

A domestic corporation maintaining its offices at P.O. Box 31 New Paltz, New York 12561, hereinafter referred to as the “Association”;

WITNESSETH:

WHEREAS, the Town operates a program for the recreation of youth of the New Paltz community to engage in games of baseball, and

WHEREAS, the Association was organized for the purpose of enabling and guiding children in the Town of New Paltz to engage in games of baseball; and

WHEREAS, the Town desires to contribute to the effort of the Association to make baseball recreation available to all youth of the New Paltz community, from the ages of five through eighteen (5 through 18) years who wish to participate; and

WHEREAS, the Town is authorized by Executive Law 5422(9) to enter into contracts to effectuate established youth programs;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and in compliance with the terms and conditions herein specified, it is hereby agreed as follows:

1. **PROGRAM:** The Town hereby authorizes the Association to operate, and the Association agrees to operate, a program to enable and instruct all children residing in the Village or Town of New Paltz between the ages of five through eighteen (5 through 18) years choosing to participate in the sport of baseball/softball. The Association will provide a schedule of activities in competitive events through the baseball/softball-playing season pursuant to this Agreement and may conduct an awards ceremony at the end of each season. The activities of the Association shall hereinafter be referred to as the “Program”.

2. **TERM:** This Agreement shall take effect as of January 1, 2015 and shall terminate on December 31, 2015

3. **SUPERVISION:** The Association shall submit to the Town Board of the Town for approval the constitution and by laws of the Association, the rules and regulations promulgated by the League for the conduct of the Program, a schedule of the proposed registration fees to be charged to participants in the Program, and a schedule of the proposed activities in competitive events to be conducted by the Association pursuant to this Agreement and the place or places where such activities and events are expected to occur.

4. **EXCLUSIVENESS OF PROGRAM:** The Program operated by the Association pursuant to this Agreement shall at all times remain separate and distinct from any other

projects, programs, or activities of the Association. Specifically excluded from the purview of this Agreement are field trips organized by the Association and any baseball/softball instruction and events conducted by the Association.

5.APPROPRIATION: The Town shall appropriate the sum of Two Thousand Two Hundred Five (\$2,205.00) Dollars to be expended by the Association for baseball/softball supplies and equipment, appropriate insurance premiums and other expenses incurred by the Association for the purposes of the Program during the term of this Agreement. The funds so appropriated will be expended only after an audit of properly itemized and certified claims on forms provided by the Town Supervisor within the amount so appropriated. The Town Board of the Town may refuse to expend a portion of the appropriated sum for any purpose not deemed to be a proper expense of the Program.

6.RESTRICTION ON USE OF FUNDS: No monies appropriated by the Town for the operation of the Program may be expended in connection with any other programs of the Association, nor may supplies nor equipment acquired with funds appropriated by the Town be used in connection with any other program of the Association.

7. REPORT: No later than the end of the calendar year, the Association shall provide the Town Board of the Town with the report on the conduct, activities and budget of the Program during the term then concluded.

8. **PERSONAL LIABILITY:** The officers and directors of the Association who execute this Agreement on its behalf accept full and personal liability for the operation of the Program and the expenditure of the funds appropriated herein.

9. **LIABILITY:** The Association assumes all risks incident to the operation of the Program and shall indemnify and hold the Town harmless from all claims arising from any accident, injury or damage whatsoever to any person or property occurring during the term of this Agreement and against all expenses and liability incurred in connection with any such claim or action or proceeding brought thereon. The Association shall obtain and carry in full force and effect during the term of the Agreement and promptly file evidence thereof with the Town Supervisor for a good and sufficient policy of insurance including coverage of bodily injury, liability and property damage written by an insurance company or companies qualified to do business in the State of New York. The amount of such insurance shall be not less than One Million (\$1,000,000.00) Dollars for liability due to any occurrence.

10. **Facility Usage Surcharge Addendum:** A 10% surcharge of Non- New Paltz resident youth, will apply. Non-residents include all registrants who do not reside in either the Town or Village of New Paltz, street addresses are to be adhered to and will be verified by the Town of New Paltz. Surcharge includes registrations for recreation season only. Surcharge fees are to be forwarded to the Town of New Paltz.

Addendum date, January 4, 2010.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by the respective officers on or after the day of approval by the Town Board,

Date of Approval _____

THE TOWN OF NEW PALTZ

By: Susan Zimet, Supervisor

Attest:

Rosanna Mazzaccari, Town Clerk

NEW PALTZ BABE RUTH BASEBALL ASSOCIATION

By: Kevin Saunders, Director

