

FOOTBALL 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, P.O. Box 550, New Paltz, New York 12561, hereinafter referred to as the “Town”, and

NEW PALTZ YOUTH FOOTBALL INC. a domestic corporation maintaining its offices at 3 Raymond Lane New Paltz, New York 12561 and its mailing address at PO Box 1234 New Paltz, NY 12548, hereinafter referred to as the “League”;

WITNESSETH:

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

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

WHEREAS, the Town desires to contribute to the effort of the League to make football recreation available to all youth of the New Paltz community, from the ages of eight through eleven (8 through 11) 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 League to operate, and the League agrees to operate, a program to enable and instruct all children residing in the Village or Town of New Paltz between the ages of eight through eleven (8 through 11)

years choosing to participate in the sport of football. The League will provide a schedule of activities in competitive events throughout the football-playing season pursuant to this Agreement and may conduct an awards ceremony at the end of each season. The activities of the League 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 League shall submit to the Town Board of the Town for approval the constitution and bylaws of the League, 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 League 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 League pursuant to this Agreement shall at all times remain separate and distinct from any other projects, programs, or activities of the League. Specifically excluded from the purview of this Agreement are field trips organized by the League and any football instruction and events conducted by the League for older children.

5. **APPROPRIATION:** The Town shall appropriate the sum of One Thousand Two Hundred Fifteen Dollars \$1,215.00 to be expended by the League for football supplies and equipment, appropriate insurance premiums and other expenses incurred by the League 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 League, nor may supplies nor equipment acquired with funds appropriated by the Town be used in connection with any other program of the League.

7. REPORT: No later than the calendar year the League 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. LIABILITY: The League 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 the expense and liability incurred in connection with any such claim or action or proceeding brought thereon. The League 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.

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

Date _____

BY: Susan Zimet, Supervisor

Attest:

Date _____

Rosanna Mazzaccari, Town Clerk

NEW PALTZ YOUTH FOOTBALL INC.

Date _____

BY: Jerry Barbato, Director