

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

THE NEW PALTZ DIVISION, POP WARNER YOUTH FOOTBALL LEAGUE, a domestic corporation maintaining its offices at 3 Raymond Lane New Paltz, New York 12561 and its mailing address at PO Box 512 Modena, 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, 2014 and shall terminate on December 31, 2014

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 the day and year first above written.

THE TOWN OF NEW PALTZ

BY: Susan Zimet, Supervisor

Attest:

Rosanna Mazzaccari, Town Clerk

**NEW PALTZ DIVISION,
POP WARNER YOUTH FOOTBALL LEAGUE**

BY: Jerry Barbato, Director

SOCCER 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 RECREATION SOCCER AND NEW PALTZ SOCCER CLUB maintaining its offices at 62 Henry Dubois Rd, New Paltz, New York 12561

WITNESSETH:

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

WHEREAS, the Town desires to contribute to the effort of the League to make soccer recreation available to all youth of the New Paltz community, 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 five through eighteen (5 through 18) years choosing to participate in the sport of soccer. The League will provide a schedule of activities in competitive events throughout the soccer-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, 2014 and shall terminate on December 31, 2014

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 soccer instruction and events conducted by the League for older children.

5. APPROPRIATION: The Town shall appropriate the sum of One Thousand Four Hundred Eighty Five (\$1,485.00) Dollars to be expended by the League for soccer 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 the day and year first above written.

THE TOWN OF NEW PALTZ

BY: Susan Zimet, Supervisor

Attest:

Rosanna Mazzaccari, Town Clerk

NEW PALTZ RECREATION SOCCER

NEW PALTZ SOCCER CLUB

By: Bonne Maseo

Director, New Paltz Recreation Soccer

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, 2014 and shall terminate on December 31, 2014

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 the day and year first above written.

THE TOWN OF NEW PALTZ

By: Susan Zimet, Supervisor

Attest:

Rosanna Mazzaccari, Town Clerk

NEW PALTZ BABE RUTH BASEBALL ASSOCIATION

By: Kevin Saunders, Director

BASKETBALL 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

THE NEW PALTZ YOUTH BASKETBALL ASSOCIATION,

A domestic corporation maintaining its offices at PO Box 415, New Paltz, New York 12561, 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 basketball, 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 basketball; and

WHEREAS, the Town desires to contribute to the effort of the League to make basketball recreation available to all youth of the New Paltz community, from the ages of six through eighteen (6 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 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 six through eighteen (6 through 18) years choosing to participate in the sport of basketball. The League will provide a schedule of activities in competitive events through the basketball-playing season pursuant to this Agreement shall hereinafter be referred to as the “Program”.

2. **TERM:** This Agreement shall take effect as of January 1, 2014 and shall terminate on December 31,2014

3. **SUPERVISION:** The League shall submit to the Town Board of the Town for approval the constitution and by laws 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 basketball instruction and events conducted by the League for older children.

5. APPROPRIATION: The Town shall appropriate the sum of Nine Hundred Ninety (\$990.00) Dollars to be expended by the League for basketball 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 end of the calendar year the League shall provide the Town Board of the Town with the report on the conduct and activities 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 the Agreement and against the expenses 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 the day and year first above written.

THE TOWN OF NEW PALTZ

BY: Susan Zimet, Supervisor

Attest:

Rosanna Mazzaccari, Town Clerk

NEW PALTZ YOUTH BASKETBALL

By: Craig Chapman, Director

NEW PALTZ BMX (BICYCLE MOTOCROSS) AGREEMENT

THIS AGREEMENT is made between **TOWN OF NEW PALTZ**, a municipal corporation maintaining its offices at 1 Veterans Drive, P.O. Box 550, New Paltz, New York 12561,

Herein after referred to as the “Town”, and **THE NEW PALTZ BMX PROGRAM** A domestic corporation maintaining its offices at Clearwater Rd, New Paltz NY, 12561 as New Paltz BMX

WITNESSETH:

WHEREAS, the Town has constructed and operates a bicycle racing track on lands owned by the Town located at Clearwater Road, and operates a program for the recreation of youth of the New Paltz community to engage in bicycle racing; and

WHEREAS, by resolution adopted May 25, 1995, the town authorized New Paltz BMX, Inc. to operate said program on behalf of the Town at the track facility; and

WHEREAS, it is in the best interest of the youth and residents of the Town of New Paltz to enter into this agreement:

IT IS HEREBY AGREED THAT:

1.**ESTABLISHMENT AND FEES:** The Town of New Paltz shall supervise and operate a dirt bicycle track at Clearwater Road and shall establish reasonable fees for the participants of the recreational activities conducted. Such fees shall from

time to time be established by resolution of the Town Board of the Town of New Paltz. New Paltz BMX, Inc. shall be responsible for the day to day operation of the facility, including collection of fees and recommendations for charges.

2. PROGRAMS: The Town hereby authorizes New Paltz BMX, Inc. to operate and New Paltz BMX, Inc. agrees to operate a program primarily for residents of the Town of New Paltz choosing to participate in dirt track bicycle racing and other related activities engaged in as part of the program.

New Paltz BMX, Inc. will provide a schedule of activities including, but not limited to competitive events, instructions, demonstrations and other related activities throughout the racing season pursuant to this Agreement which said activities may include the conduct by New Paltz BMX, Inc. of awards ceremonies in the course of and/or at the end of each racing season. The activities of the New Paltz BMX, Inc. conducted pursuant to this agreement shall hereinafter be referred to as the "Program.

3. TERMS: The term of this agreement shall take effect as of the 1st day of January, 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 BMX, Inc. Upon the expiration of the initial term or of extended term or in the event that this agreement is terminated earlier pursuant to its terms, New Paltz BMX, Inc., within thirty (30) days next following the date of termination fixed in said notice, shall flatten the track and shall remove from the site any and all equipment and/or temporary buildings or other appurtenances as for instance, starting gates, barriers lights (exclusive of poles) owned or acquired solely by New Paltz BMX, Inc., provided that their Removal will not do physical damage to the realty, in which event such appurtenances Shall be considered fixtures and shall remain property of the Town.

4. New Palz BMX, Inc. shall submit to the Town Board of the Town of New Paltz for approval its constitution and by-laws, the rules and regulations promulgated by New Paltz BMX, Inc. 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 and events to be conducted as part of the program pursuant to this agreement.

5. New Paltz BMX, Inc. shall provide to the Town of New Paltz not later than January 31st in each year during which this agreement is in effect an annual report of the programs and activities which were conducted during the year, including the number of participants, a treasurer's report, fees charged and any other

related accomplishments or matters connected with the facility.

6. That at all times this agreement shall be in full force and effect, New Paltz BMX, Inc., shall be under the sanction of USA BMX and all events to be conducted upon the premises shall be conducted in strict conformity with the rules and other requirements of USA BMX, existence as of the date of this agreement and/or as same are from time to time amended, including but not limited to all rules related to safety and safety equipment, clothing, gear and rider conduct.

7. Consistent with the purposes for which this program is created, and subject to all of the provisions of this agreement, New Paltz BMX, Inc., shall have the sole option of operating its own concession stand or bringing in a privately owned concession operator, such concession to be operated in proximity to the track and during such hours as the track events are actually in progress. Whether such concession shall be operated by New Paltz BMX, Inc., or by privately owned concession operator (in either event referred to in this agreement as Concessionaire), the following rules, regulations and requirements shall apply:

a. Purpose of Concession. The principal purpose of the privilege granted hereunder is to have available food and beverage service for sale for the use and benefit of the patrons of the track and for no other purpose.

b. Supervision. The town shall maintain complete control and supervision at all times over the premises and the Concessionaire shall abide by these rules, regulations and requirements. For purposes of these provisions, New Paltz BMX, Inc., is hereby designated as the representative of the Town and it shall have full authority to act on behalf of the Town in the supervision of the performance of this agreement by any private Concessionaire.

c. Care of Premises. The Concessionaire shall not sell nor distribute any products contained in glass containers. The Concessionaire will keep the concession stand and area surrounding it set aside for food consumption in a clean, sanitary, and orderly condition at all times. The grounds adjacent to the concession for a distance of one hundred feet (100) in every direction shall be kept free of all paper, cans, food scraps, rubbish and debris. The Concessionaire shall provide and maintain containers and dispose of all garbage associated with food and other preparation in accordance with the recycling regulations of the Town of New Paltz. The Concessionaire shall cause all refuse to be removed from the premises at the conclusion of each event or function.

d. Quality Standard. The Concessionaire shall provide for the public at the concession stand food, drink, and service of high standards, equivalent to quality and price to that generally furnished to the public at similar places of comparable size and scope. The Concessionaire shall obtain from the Ulster County Health

Department a permit allowing the Concessionaire to operate the concession stand. The Concessionaire shall prominently display a copy of the permit at the concession stand and shall furnish a copy of the permit to the Town Clerk before the Concessionaire may commence operation of the concession stand. The Concessionaire shall comply with all rules and regulations of the Ulster County Health Department relating to the service of food and beverage.

e. Utilities. Utilities, if any, used by the Concessionaire shall be at the expense of the Concessionaire. The Concessionaire shall promptly bring to the attention of the Town any defects or problems associated with its activities conducted at the premises.

f. Supervision of Personnel. The Concessionaire shall give personal supervision and direction to the operation of the concession stand and, when absent, keep competent personnel in charge and employ experienced and courteous help.

g. Assignment. No privately owned concession operator shall assign nor sublet the concession hereby granted , in whole or in part, without permission of the Town.

h. Compensation. No compensation or fee shall be payable by the Town to the Concessionaire or by the Concessionaire to the Town for the privilege granted by this agreement .

i. Indemnity. The Concessionaire does hereby release and agrees to indemnify,

defend, and same harmless the Town from and against all claims, actions, causes of action, demands, judgments, costs, expenses, and all damages of every kind and nature, incurred by or on behalf of any person or corporation whatsoever, predicated upon injury to or death of any person or loss of or damage to property of whatever ownership, including the parties to this agreement and their agents and employees, and in any manner arising out of or connected with, directly or indirectly, the operation or use of the premises pursuant to this agreement. Prior to the operation of any concession at the premises, the Concessionaire shall deliver to the Town Clerk, on behalf of the Town, a comprehensive liability insurance policy, including public liability and property damage, issued by an insurance company authorized to do business in the State of New York, acceptable to and approved by the Town, covering the operations hereunder to the extent of one million (1,000,000.00) Dollars. A certificate evidencing the existence thereof, shall be delivered to the Town Clerk not later than the commencement of concession activities at the premises. Such policy shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, nor modified without giving prior notice thereof to the Town Clerk.

j. Risk of Loss. The Concessionaire shall assume all risks of loss, damage, or injury to all property and inventory of the Concessionaire upon the premises

and shall maintain insurance covering such risk or loss in amounts and at all times during the term of this agreement satisfactory to the Concessionaire. Having so represented and agreed, the Concessionaire does hereby release and save harmless the Town from any and all claims, demands, or damages of every kind and nature arising to property, equipment and inventory of the Concessionaire.

k. Acknowledgement of Agreement. As part of its obligations under this agreement, New Paltz BMX, Inc. agrees in the event that any concession activities at the premises are to be conducted by a privately owned concession operator, that New Paltz BMX, Inc. shall deliver to such privately owned concession operator a true and exact copy of the requirements of this agreement provided for in this section so as to provide notice of these requirements to such privately owned concession operator and shall deliver to the Town Clerk written acknowledgement and acceptance of these terms

8.Exclusiveness of Program. The Program operated by New Paltz BMX pursuant to this agreement shall at all times remain separate and distinct from any other projects, programs, or activities of New Paltz BMX.

9.Appropriation. The Town shall appropriate the sum of Nine Hundred Forty Five (\$945.00) Dollars to be expended by New Paltz BMX for related operating costs , appropriate insurance premiums and other expenses incurred by New Paltz BMX 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.

10.Restriction On Use Of Funds. No monies appropriated by the Town for the operation of the Program of New Paltz BMX may be expended in connection with any other programs of New Paltz BMX, nor may supplies nor equipment acquired with funds appropriated by the Town be used in connection with any other program of New Paltz BMX.

11. Report. No later than December 31,2013, BMX shall provide the Town Board of the Town with the report on the conduct and activities of the Program during the term then concluded.

12. Personal Liability. The officers and directors of New Paltz BMX 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.

13. Liability. New Paltz BMX 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. New Paltz BMX 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.

14. **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 practices and races during the regular season of programming. Surcharge fees are to be forwarded to the Town of New Paltz.

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

Attest:

Rosanna Mazzaccari, Town Clerk

NEW PALTZ BMX

By: Amy Gigliuto President