

Moriello Pool Agreement

1. The applicant SOS Kids Triathlon (“Applicant”) shall have the privilege of using the Moriello pool and related grounds (the “Property”) in connection with a youth triathlon event to be held on August 8, 2015 (the “Event”). Applicant’s use of said facilities shall commence at 8:00 a.m. and end at 10:00 a.m.
2. Applicant shall be permitted to use the property for the Event provided however, that the final clean-up and repairs, if any, to damaged Town and/or Village of New Paltz equipment and property used by the applicant in connection with the Event will be fully and satisfactorily completed. The Applicant agrees that a representative from the Town’s Buildings and Grounds Department will inspect the premises upon completion of the Event to insure that the premises have been cleaned to the satisfaction of the Town and all equipment used in connection with the Event is accounted for and in working order.
3. The Applicant shall procure and maintain in full force and effect for the duration of the Event an insurance policy or policies protecting the Applicant and the Town and Village and their officers and employees against loss, liability or any expenses whatsoever for bodily injury, property damages or otherwise arising or occurring upon or in connection with said Event. The Town and Village of New Paltz shall be named as additional insureds in such policy or policies and such companies satisfactory to the Town and authorized to conduct business in the State of New York. Said policies shall include Workmen’s Compensation for statutory limits in the event there are employees; general liability with \$500,000 limits of liability for each person, and \$1,000,000 for any accident causing bodily injury, and general liability covering property damages in the limits of \$500,000. The Applicant shall furnish evidence that the Town and Village of New Paltz have been added as an additional insured on said policies.
4. The Applicant hereby agrees to indemnify and hold harmless the Town and Village of New Paltz from and against all claims, including claims for property damage and personal injury arising from the Applicant’s use of the property for the Event.

Dated: June 18, 2015

I agree to the terms described in this document.

Applicant

Date

Susan Zimet, Town Supervisor

Date