

Town of Moreau
Agreement with SOUTH GLENS FALLS YOUTH BASEBALL

This Agreement is made in duplicate originals the 5TH day of July 2017, between the Town of Moreau, a municipal corporation with its office at 351 Reynolds Road, Moreau, County of Saratoga, and State of New York (hereinafter "the Town") and **South Glens Falls Youth Baseball (hereinafter "SGFYB")** with a mailing address of PO Box 1211 South Glens Falls, NY 12803.

WITNESSETH:

WHEREAS, the Town owns, operates and maintains certain fields located at the Harry J. Betar Recreation Park (hereinafter "Rec Park") which fields are available for use by general public; and

WHEREAS, **SGFYB** is requesting permission from the Town to use the fields for BASEBALL games for the 2017, 2018 and 2019 Regular season; field availability outside the Regular season will be non-exclusive and at the mutual agreement between the SGFYB and the Park Maintenance Director, based on availability of fields; and

WHEREAS, the parties hereto desire to enter into this Agreement for the purpose of memorializing the terms, conditions, and requirements upon which **SGFYB** will be permitted to use the following fields;

1. Now, therefore, the parties hereto agree as follows:

USE OF FIELDS SCHEDULES, AND REQUIRED PAYMENTS

- a. No later than March 31st of each year, SGFYB shall pay the Town the sum of \$3,000 for field usage and \$1,000 for concession stand usage.
- b. **SGFYB** shall purchase and supply its own paint/Lime for all games played at the fields.
- c. No later than, March 15th of each year, SGFYB, shall submit a proposed league schedule to the Park Staff and the Recreation Director for review and approve. Provided that **SGFYB** submits its proposed schedule for approval no later than March 15th, the Town agrees that the fields designated for the approved schedule will not be rented for any use to any other program. Notwithstanding the foregoing, the Town may rent the fields to another program or otherwise use the fields at any time when the fields are not in use by **SGFYB** pursuant to the approved schedule. The schedule is attached hereto as **Schedule B**.
- d. The determination to close or rest fields for maintenance and other like purposes shall be at the discretion of the Park Representative or his designee. There are periods of time that play on the fields will

need to be temporarily suspended due to fertilization or maintenance. Notice of the determination to close fields will be given to the **SGFYB** representative by the Rec staff one week prior to the closing of the field and or fields. Safe use of the fields is always a top priority. The integrity of the established schedule will be a secondary consideration when making these determinations.

- e. The determination of rain outs or unplayable fields will be at the discretion of the Rec staff and a designated representative from **SGFYB**. The decision to stop play due to inclement weather after start of any game will be the responsibility of **SGFYB**. Notwithstanding the foregoing, The Park Director reserves the right to postpone or cancel games at his/her discretion based upon weather or field conditions by 8:00 am on weekends or 4:00 pm on weekdays.
 - f. Non weather-related changes to the **SGFYB** league schedule requires twenty-four (24) hours' notice to a Rec Park staff employee. Notice is to be provided within normal working hours of 7:00 am-4:00pm. All schedule changes are subject to the approval of the Recreation Director and Park director.
 - g. **SGFYB** shall not sublease any fields or facilities within the Rec Park without prior written approval from the Town.
 - h. **Practice fields** are available for first come, first serve. No field may be guaranteed for use by any one organization outside of your contract. No "squatting" on fields to control use. If you are interested in holding specific practice fields, you must complete usage form and pay an additional fee.
 - i. **SGFYB** shall be responsible for maintaining the concession stand and any property therein, including but not limited to appliances, in the same condition as it is at the commencement of use.
 - j. **SGFYB** shall engage in a walk-through of the concession stand with a Town representative prior to taking possession and immediately after the use is complete, in order to review the condition of the property and stand, as is set forth in the checklist attached hereto as Schedule A.
 - k. In the event the Recreation Maintenance Supervisor determines, in his opinion, that any of the property within the concession stand or the concession stand itself has been damaged during the term of this Agreement, **SGFYB** shall be responsible for any and all damage therein, unless the damage was caused during times that **SGFYB** wasn't present.
2. **SGFYB** Advertisement. **SGFYB** may place sponsor advertising signs uniformly along the permanent roadway fence only. Signs can be placed no sooner than during

community cleanup day or five (5) days before opening day of league and shall be taken down by **SGFYB** no later than two (2) weeks after the conclusion of the league season. **SGFYB** shall be solely responsible for the maintenance, condition and storage of all signs. All signs shall be no larger than 3'x8' and placement of signs are subject to the prior approval of Park staff.

3. **Maintenance.** **SGFYB** shall be responsible for the following maintenance and clean up:
 - a. **SGFYB** shall clean the benches and common areas after each game.
 - b. The rec department will paint field lines (foul lines only) as needed.
4. **Accident/Injuries;** All accident/injuries to persons or damage to property shall immediately be reported to the Rec Director and Park Director. **SGFYB** shall provide to the Town a written summary of events and circumstances involved no later than twenty-four (24) hours after the incident.
5. **Independent Status.** During the existence of this Agreement, **SGFYB** shall remain an individual, independent entity, retaining its separate identity and shall in no way be considered a division, department or agent of the Town.
6. **Term of Agreement.** The term of this agreement shall be from April 1st each year through October of each year. This agreement may be extended upon mutual written consent of the parties hereto.
7. **Termination.** The Town may terminate this Agreement for convenience upon ninety (90) days written notice.
8. **Insurance and Indemnification.** At the time of execution of this Agreement, **SGFYB** shall purchase and maintain in full force and effect, during the period covered by this Agreement, a policy or policies of liability insurance protecting **SGFYB** with limits of at least \$1,000,000 for personal injuries and with property damage coverage in at least the sum of \$50,000. The liability insurance policies shall specifically name the Town of Moreau as an additional insured. A certificate of such coverage from an insurance company authorized to do business in New York State and naming the Town as an additional insured shall be provided at the time of execution of this Agreement.

SGFYB shall be responsible for all damage to life and property due to the activities of **SGFYB** of the fields, concession stands and buildings used during season as authorized under this Agreement. Further, it is expressly agreed that **SGFYB** shall indemnify and save harmless the Town, its officers, employees, agents and assigns for any claims, actions or damages including the Town's reasonable attorney's fees arising out of **SGFYB's** use of fields and as authorized herein and whether caused by negligence, errors, omissions, willful conduct or otherwise. Both the Recreation and or Town representative along with a representative from **SGFYB** will do a walkthrough of all facilities being used by the group, before the season begins and after the season ends to determine any issues.

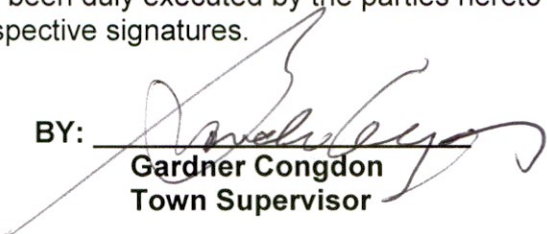
9. **Severability.** In the event any term or provision of this Agreement is deemed void or unenforceable, the remainder of this Agreement and the application of such provision, other than to the extent it is held invalid, will not be invalid or affected thereby.
10. **Governing Law.** This Agreement has been executed and delivered in the State of New York and shall be governed by and interpreted in accordance with the laws of the State of New York.
11. **Waiver.** No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
12. **Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and shall not be modified except by a subsequent written agreement executed by the authorized representatives of the parties hereto.
13. **Non-Assignment.** This Agreement may not be assigned without the written consent of the Town of Moreau.
14. **Authority.** Each of the persons signing below warrants that he or she is duly authorized to sign this Agreement on behalf of the party for which he or she is signing.
15. **NYS SEX OFFENDER REGISTRY.** SGFYB will require that every coach or volunteer provide information to complete the required forms for the New York State Sex Offender Registry search procedures. The forms shall then be submitted to the Recreation Department for submission to the Division of Criminal Justice Services. The forms are available through the Recreation Director.

In Witness Whereof, this Agreement has been duly executed by the parties hereto on the day and year written opposite their respective signatures.

Dated

7/27

BY:



Gardner Congdon
Town Supervisor

SGFYB

Dated

7/27/17

BY:



Title : PRESIDENT

SCHEDULE B
2017 Season

April 1, 2017 – Rec season begins Monday – Thursday – Fields 1-4, 4pm – 8pm. Friday availability will be non-exclusive and at the mutual agreement between the SGFYB and the Park Maintenance Director, based on availability of fields.

April 29, 2017 – Saturday games begin and go through June 17, 2017 – Fields 1-4 will be available from 8am to 7pm

Select Teams begin 04/23/17 and end 06/18/17

May – fields used all week

June – No usage on 06/10/17 or 06/11/17

Tournaments – 06/25/17 to 07/03/17

07/05/17 to 07/11/17 – Tournaments

07/30/17 All Star season ends

Fall Selects – 09/10/17 to 10/22/17

Sunday games must go through the Recreation Maintenance Director and will be non-exclusive and at the mutual agreement between the SGFYB and the Park Maintenance Director, based on availability of fields.

It is understood that submittal of schedule B is defined in section 1(d) and should be submitted each year of the contract period.