

AGREEMENT

THIS AGREEMENT, made on **March 14, 2023** between the Town of New Lebanon (the “Town”) a municipal corporation of the State of New York with offices at 14755 Route 22, New Lebanon, New York 12125 and Nassau-Shatford Youth Association (the “League”) with an address of P.O. Box 293, Nassau, New York 12123

WHEREAS, the League has requested permission to use the baseball fields, concession stand, and related structures at Shatford Memorial Park (collectively, the “Fields”) for practice and scheduled games between **April 1, 2024** and the end of games and playoffs in calendar year **2024** (the “Season”);

NOW, THEREFORE, it is mutually agreed:

1. During the Season, the League may use the Fields to host baseball games and practices in accordance with a schedule of games and practices to be provided by the League to the Town Clerk. The League may reschedule games and practices as necessary, including in the case of inclement weather, but shall provide notice to the Town Clerk of any rescheduled games or practices as soon as practicable, and in no case less than 24 hours before the start of the rescheduled game or practice.

2. The League agrees to the following as a condition of its permission to use the Fields:

a. The League shall obtain all required permits and approvals from the Columbia County Health Department to operate the concession stand and in the operation of such concession stand shall adhere to all applicable health department regulations, including as applicable, Part 14, Subpart 14-1 of the New York State Sanitary Code. All permits and approvals shall be filed in the Town Clerk’s office before the concession stand may open for the season.

b. All fryers in the concession stand shall be covered with appropriate and approved covers when not in use.

c. The League shall place the bleachers in areas where they will remain for the entirety of the Season. Prior to doing so, the League shall coordinate with the Town, who will cause fabric to be placed in the identified areas to inhibit weed growth under the bleachers.

d. The League shall ensure that all netting will be no closer to the ground than 10 inches when netting is not in use for games and practices.

e. The League shall ensure that all fencing is securely affixed to posts throughout the Fields during the entirety of the Season.

f. No later than 2 weeks after the final game of the Season, the League shall thoroughly clean out the concession stand, remove all food and beverages therefrom, and turn off all coolers, freezers, the water heater, and other equipment.

g. No later than 3 weeks after the final game of the Season, all keys shall be returned to the Town Clerk.

h. The League shall properly maintain the Fields, including all grounds, buildings, structures, and fencing, throughout the entirety of the Season.

i. Prior to undertaking any changes, renovations, or replacements, the League shall obtain permission for such changes, renovations, or replacements from the Town.

3. The League will indemnify and hold the Town harmless against any claim for damage which is made against the Town by reason of the use, maintenance or improvement of the Fields by itself or any of its participants or spectators, and shall hold the Town harmless for any expense in connection therewith.

4. The League shall maintain, in full force and effect, at its expense, commercial general liability insurance covering occurrences taking place during the Season and for a period of two weeks thereafter, with a coverage limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and will cause the Town to be named as an additional insured thereunder. Prior to the Season, the League shall provide a proof of insurance to the Town Clerk naming the Town as an additional insured.

5. The League shall be solely responsible for providing all tools, equipment, fees, and personnel necessary to perform its obligations under this Agreement.

6. All notices to be provided hereunder shall be made to the following:

If to the Town:

Name: Marcie Robertson

Title: Town Clerk

Address: 14755 State Route 22

New Lebanon, NY 12125

Telephone: (518) 794-8888

Email: townclerk@townofnewlebanon.com

If to the League:

Name: Jessikka Kreutziger

Title: League Officer

Address: P.O. Box 293

Nassau, NY 12123

Telephone: (518) 755-1246

Email: jessikka@nassaushatfordbaseball.com

7. This Agreement may be terminated by the Town without notice in the event that the League, its participants, or its spectators shall fail to strictly comply with the terms and conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed on the date and year written above.

TOWN OF NEW LEBANON

NASSAU-SHATFORD YOUTH ASSOC.

By: _____
Tistrya Houghtling, Supervisor
14755 Route 22
New Lebanon, New York 12125

By: _____
Jessikka Kreutziger
P.O. Box 293
Nassau, New York 12123

(518) 794-8889
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(518) 755-1246
jessikka@nassaushatfordbaseball.com