



# City of Saratoga Springs

Recreation Department  
15 Vanderbilt Avenue  
Saratoga Springs, New York 12866-4914  
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www.saratoga-springs.org

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Administrative Director  
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Senior Account Clerk  
JOSEPH MCLAUGHLIN  
Program Coordinator

## AGREEMENT BETWEEN CITY OF SARATOGA SPRINGS, NY AND SARATOGA HARNESS RACING, INC.

***This Agreement*** ("Agreement") is made by and between the **City of Saratoga Springs, NY** (the "City") with a place of business at 474 Broadway, Saratoga Springs, NY 12866, and **Saratoga Harness Racing, Inc.** (SHRI) with a place of business at 342 Jefferson Street, Saratoga Springs, NY 12866.

### WITNESSETH THAT:

**WHEREAS**, SHRI owns certain real property located in the City of Saratoga Springs, commonly known as the polo fields (hereinafter "the fields") and more specifically described by the maps attached hereto as Exhibit A, and

**WHEREAS**, the City is desirous of using the fields owned by SHRI for its 2014 soccer program; and SHRI has granted permission to the City to use the fields at their facility for the 2014 soccer program.

**NOW, THEREFORE**, in consideration of the mutual promises, responsibilities and covenants set forth herein, the City and the SHRI hereby agree as follows:

### 1. TERM

The City shall be permitted to use the fields for the Spring and Fall 2014 Soccer Program. The program times have been approved by both parties to include Mondays through Fridays from 5:30PM to 7:30PM and Saturdays from 9:00AM to 1:00PM for the Spring Season including April 21<sup>st</sup> through June 28<sup>th</sup>, excluding May 3<sup>rd</sup>, May 17<sup>th</sup>, May 23<sup>rd</sup> through May 26<sup>th</sup>, and June 7<sup>th</sup>; and the Fall Season to include September 4<sup>th</sup> through November 9<sup>th</sup> excluding November 1<sup>st</sup>.

### 2. AREA TO BE USED

The area to be used is set forth in Exhibit A for the fields as marked. This area shall only be used by soccer players, coaches and spectators during the agreed upon times. Parking by coaches, players and spectators shall only be allowed in areas so designated by SHRI.

### 3. FEE

There shall be no charge levied for the use of the fields.

### 4. NOTICE

SHRI shall have the right to cancel the use of the fields for good cause upon seventy-two (72) hours written notice to the Administrative Director of Recreation and/or his/her designee.

**5. INSURANCE**

The City shall name SHRI as an additional insured on a primary and non-contributory basis on its Commercial General Liability Policy in the amount of One Million Dollars per occurrence and Two Million Dollars aggregate for its use of the fields for the time periods specified in this agreement. The City shall issue SHRI a certificate of insurance evidencing same upon the execution of this agreement.

**6. LIABILITY**

The City agrees to defend, indemnify and hold harmless SHRI, its officers, agents, employees and assigns for use of the fields against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of whatsoever kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences arising out of its use of the fields during the time periods specified within this agreement.

**7. SAFETY**

In the event the City and/or SHRI shall become aware that an unsafe condition exists on the fields or in the designated parking area, either discovering party shall have the responsibility of giving the other written notice of the condition to the appropriate party for correction.

**8. ENTIRE AGREEMENT**

This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter contained herein except as to those matters or agreements expressly incorporated herein by reference. No covenant, representation or condition not expressed herein shall be effective to interpret, change or restrict the express provisions of this Agreement. This Agreement supersedes any and all prior agreements, whether written or oral, relating to the subject matter contained herein. This Agreement shall not be amended, changed or otherwise modified except in writing, signed by both parties.

**9. APPENDICES**

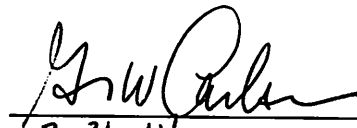
The following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

Exhibit A: Map

**10. EXECUTION**

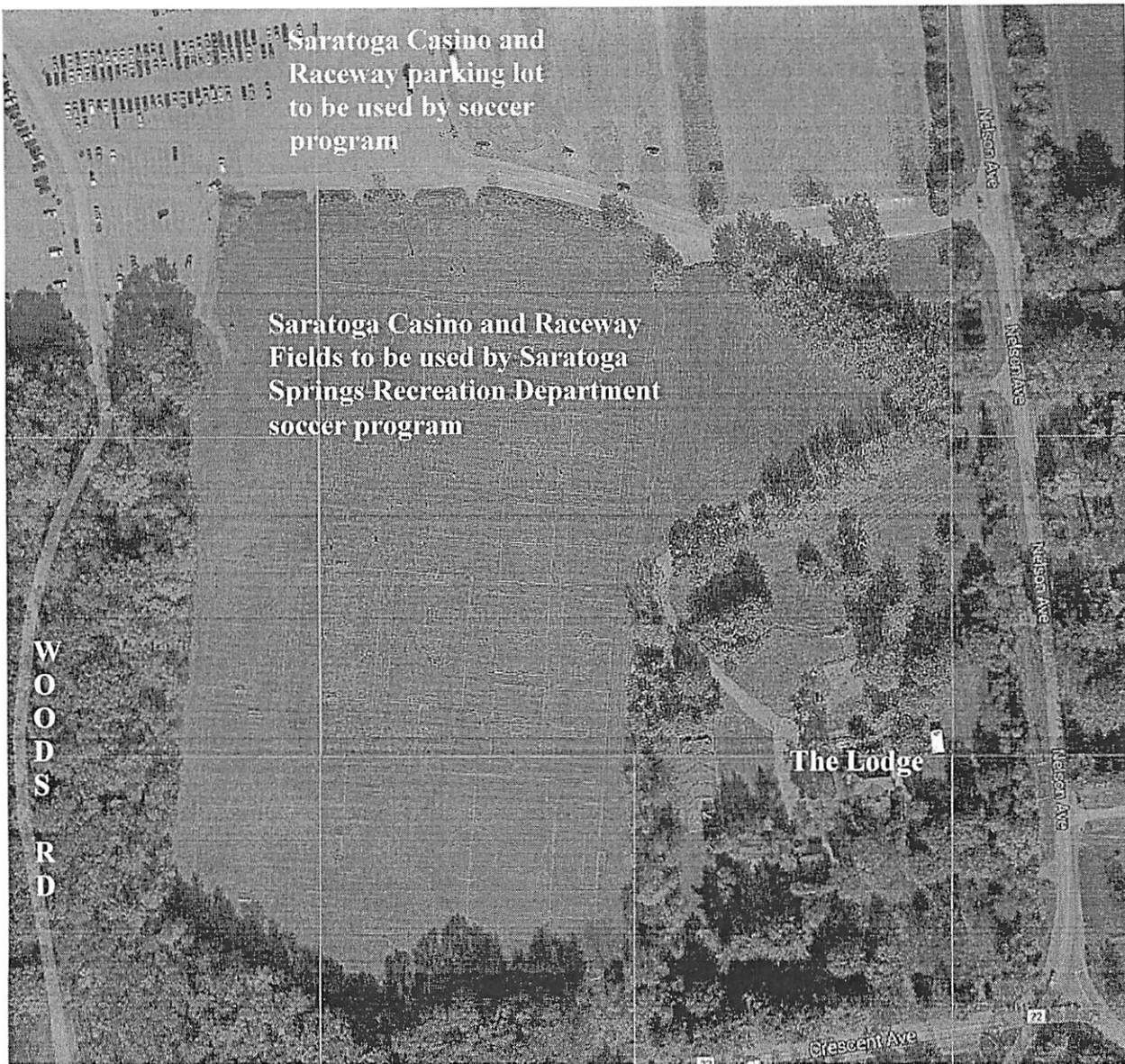
This Agreement may be executed in separate counterparts, which together shall constitute the Agreement of the parties, provided that all of the parties to this Agreement have executed their respective copy of this Agreement.

CITY  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SHRI  
Signature:  \_\_\_\_\_  
Date: 3-31-14  
Print Name: GEORGE W. CARLSON  
Title: VICE PRESIDENT

City Council Approval Date: \_\_\_\_\_

"Exhibit A"





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: DDEF

DATE (MM/DD/YYYY)

03/28/14

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>Marshall &amp; Sterling Upstate</b> 8 Circular St, Ste #4 POB 931 Saratoga Springs, NY 12866	518-587-1342	CONTACT NAME:	
	518-587-1348	PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	CITYO-2
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED <b>City of Saratoga Springs</b> City Hall Broadway Saratoga Springs, NY 12866	INSURER A : <b>Travelers Indemnity Co.</b>		<b>25658</b>
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		ZLP15R85492	01/01/14	01/01/15	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Saratoga Harness Racing is provided Additional Insured status when required by signed contract or agreement with respect to contract, under the General Liability

**CERTIFICATE HOLDER**

SARATOG6

Saratoga Harness Racing  
P. O. Box 356  
Saratoga, NY 12866

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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