



Revocable License for Use of Certain Municipal Facilities In the City of Saratoga Springs

This License Agreement, dated the **1st day of September, 2015**, is entered into between the City of Saratoga Springs, 474 Broadway, Saratoga Springs, New York, 12866 (hereinafter "City") and **Saratoga Youth Hockey, PO Box 247, Saratoga Springs, NY 12866**

(along with any member of Licensee's group, members, officers, agents, employees, or any guest, collectively, hereinafter "Licensee"), who hereby agree as follows:

1. **Licensed Premises:** Weibel Avenue Ice Rink, Weibel Avenue, Saratoga Springs, NY 12866
Rate: July and August 2015: Four Hundred Fifty Dollars (\$450.00) per Month
September 1, 2015 through April 30, 2016: Six Hundred Dollars (\$600.00) per Month
Payment Schedule: Monthly payments are due/payable on/before the first day of each month

Non payment of any fee, cost or change shall result in the immediate termination of this agreement.

2. **CANCELLATIONS:** Licensee is required to provide ten (10) business days notice of any cancellation, otherwise time shall be billed at the regular rate.
3. **TIMES AND DATES:** Licensee shall finish at or before their scheduled time. This includes removing all supplies, personal property and equipment. Licensee must vacate the premises within thirty (30) minutes after their scheduled time has ended. An overtime staff fee of one (1) hour shall be added to Licensee's fee for any overtime incurred as a result of a breach of the terms of this paragraph. The charge shall be made in 15 minute increments until the organization is off the premises.
4. **VENDOR SALES:** Licensee shall not vend, or allow vendors, to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without first having obtained the prior written permission of City.
5. No alcoholic beverages are allowed on City grounds without prior written approval from City. Illegal drugs are not permitted on City grounds at any time. Violation of these conditions shall be cause for immediate revocation of this License Agreement.
6. Licensee shall provide a statement detailing the program and plans of the proposed gathering to accompany this Revocable License Agreement. Licensee must provide a representative who shall be identified in advance and shall be on-site during the entire event, and who shall be responsible for each activity scheduled.
7. The Licensee assumes all risks in the performance of all its activities authorized by this Agreement. The Licensee hereby covenants and agrees to defend, indemnify and hold harmless the City of Saratoga Springs, NY; its elected and/or appointed officials, officers, agents, employees and assigns 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. The Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. The Licensee's responsibility under this section shall not be limited to the required or available insurance coverage.

Licensee shall provide a Certificate of Insurance naming the City of Saratoga Springs *Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent* evidencing *Commercial General Liability: \$1,000,000 per occurrence \$2,000,000 aggregate including completed products and operations and personal injury liability insurance* must be provided upon execution of this agreement. The Certificate naming the City of Saratoga Springs as *Additional Insured on a primary and non-contributory basis provided by endorsement in the form of CG20, CG26 or their equivalent* shall be addressed to the attention of: *Office of Risk and Safety, City of Saratoga Springs, 474 Broadway, Saratoga Springs, NY 12866.*

The insurance must be from an insurer that has an A.M. Best Rating of "A-" or better and is admitted in the State of New York. Licensee acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to City.

8. Special Conditions of this Revocable License Agreement:

- A. No domestic animals or pets shall be permitted on City grounds. Service animals are allowed.
- B. Licensee shall not make or permit any disturbing noises on the premises. Licensee shall not interfere with the rights, comfort, or convenience of other licensees.
- C. IN CASE OF AN EMERGENCY – DIAL 911. Medical staff and Emergency First Aid Treatment are NOT provided by the City. Emergency help can be summoned if needed. If required, arrangements should be made by Licensee to have appropriate personnel on the grounds.
- D. Rest Rooms and other facilities shall not be used for any purposes other than those for which they were intended. The cost of repairing any damage resulting from misuse of any Rest Rooms or other facilities shall be paid for by Licensee.
- E. Nothing shall be attached to, or hung from, the interior or exterior of any building without prior written approval of the City.
- F. No vehicle belonging to Licensee shall be parked in any area except those specifically designated for parking. Arrangements for unloading and loading any belongings or materials brought into the City grounds shall be made, along with any "Special Parking" needs, by the Facilities Manager. No vehicle shall be operated other than on established roads and driveways.
- G. No open flames shall be allowed on the premises.
- H. Licensee shall reimburse the City for any and all damage or injury to any real or personal property of the City that may arise, directly or indirectly, from the negligence, acts, or omissions of the Licensee.
- I. This Revocable License Agreement shall not grant to the Licensee the exclusive use of the City property.
- J. The provisions of Paragraph 7, regarding indemnification, shall survive the termination of this Revocable License Agreement.
- K. Licensee may not assign this Revocable License Agreement or its right, title, or interest thereto without the prior written consent of the City.
- L. No modification or amendment of this Revocable License Agreement shall be valid unless in writing and signed by the City.
- M. In entering into this Revocable License Agreement Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in the City property. This Revocable License Agreement shall solely constitute permission to Licensee to gain access to the City property at the times and for the purposes set forth herein.
- N. This Revocable License Agreement can be revoked by the City for any violation of its terms and/or conditions hereof by Licensee in which event Licensee shall vacate the City premises within one (1) hour upon receipt of verbal or written notice of such termination.

9. All trash and garbage must be carried out by Licensee. All deep fryer oil is the sole responsibility of the organization and MUST BE PROPERLY DISPOSED OF AT THE END OF EACH DAYS USE.

10. If your organization shall be providing food or operating a concession stand or any concession, your organization must obtain a New York State Department of Health Permit. Permits can be obtained through the New York State Department of Health Glens Falls District Office, 77 Mohican Street, Glens Falls, New York 12801 (518) 793-3893 or fax # (518) 793-0427. Original permits must be posted conspicuously during operation.

11. Licensor does not provide CD players or music. Any CD player and connectors provided by Licensee must be compatible with the existing City Music Systems within each recreation facility. Licensee is solely responsible for security and storage. Licensee hereby warrants that it owns or has permission to use any copyrighted music and agrees to defend, indemnify and hold Licensor and its Agents and Employees harmless against any and all claims, losses, damages or liabilities, including reasonable legal or other expenses incurred in connection with the defense of any actions, relating to the infringement or alleged infringement of copyright.
12. WAIVER. No failure or delay on the part of the City in exercising any right, power or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

DESIGNATED AGENTS:

Of Licensor: MAYOR: _____ Date: _____

Of Licensee: Name: Jeffrey Yule, President
Saratoga Youth Hockey, Inc. *Jeff Yule* Date: September 1, 2015

Address: P.O. Box 247, Saratoga Springs, NY 12866

Contact Number: 518/364-5461 E-mail address jyule@rmhcofalbany.org

IN WITNESS WHEREOF, City and Licensee have caused this Agreement to be executed as of the date and year first above written by their duly authorized agents.