

# St. Clement's

Regional Catholic School

231 Lake Avenue  
Saratoga Springs, NY 12866-2705

Where Children Learn and Grow in Faith

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## AGREEMENT

The parties agree as follows:

1. The City of Saratoga Springs Camp Sardac program will utilize the gym facility, the library, the music/art room and 5 classrooms on the lower level from July 1, 2019 to August 23, 2019 during the hours of 7:00am-6:00pm on Monday through Friday. The total number of days during this period is 39 days.
2. The rental fee will be a flat fee of \$8,000 payable by July 1st.
3. The maximum number of children at one time in the gym will not exceed 200.
4. The City shall obtain a General Liability insurance binder of at least \$1 million showing the **Roman Catholic Diocese of Albany and St. Clement's Regional Catholic School; 231 Lake Avenue; Saratoga Springs, NY 12866** as additional insured as well as on the \$5 million Umbrella Policy. A copy of the Certificate of Insurance will be provided to the St. Clement's Regional Catholic School no later than June 20, 2019.
5. Counselors are responsible for the children while they are on the St. Clement's Regional Catholic School property. Repair of damage done to the St. Clement's Regional Catholic School property by anyone associated with the City of Saratoga Springs Camp Saradac program will be the responsibility of the Saratoga Springs Recreation Commission and shall be repaired or replaced promptly. If an item is not repaired or replaced after a written request, St. Clement's Regional Catholic School will repair/replace the damage and invoice the City. Serious damage to St. Clement's Regional Catholic School property or the gym facility will be grounds for immediate termination of this agreement.
6. Set-up, breakdown and clean up of the gym will be the responsibility of the City of Saratoga Springs Camp Saradac program staff. The gym and classrooms and restrooms will be left in a clean and organized state at the end of each day. Camp Saradac will supply their own trash bags and remove trash from the school at the end of each day and be responsible for cleaning bathrooms utilized.
7. Prior to June 25, 2019, a representative of the staff of the City of Saratoga Springs Camp Saradac and a representative from the Saratoga Springs, City Recreation Department shall meet with the principal of the school and anyone designated by the principal. The purpose of the meeting will be to orient the City of Saratoga Springs Camp Saradac staff to the portion of the facility to be used by the children, equipment available, and rules of facility use.
8. This agreement will not be automatically renewed. Arrangements will be considered and reviewed on a year-by-year basis.
9. Each party shall hold harmless and indemnify the other from any cause of action, damages to person or property and any claims whatsoever, unless arising by reason of the indemnifying party's acts or omissions in the course of the performance of its obligations under this agreement.
10. Special requests made by City of Saratoga Springs Camp Saradac:
  - a. Copier use: Camp Saradac will supply paper and pay for any additional per print cost incurred by the school.

