



Saratoga Springs Recreation Department

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AGREEMENT BETWEEN CITY OF SARATOGA SPRINGS, NY AND SARATOGA CASINO HOLDINGS LLC

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 Casino Holdings LLC** (SCH) with a place of business at 342 Jefferson Street, Saratoga Springs, NY 12866.

WITNESSETH THAT:

WHEREAS, SCH 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 SCH for its 2020 soccer program; and SCH has granted permission to the City to use the fields at their facility for the 2020 soccer program.

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

1. TERM

The City shall be permitted to use the fields for the Spring and Fall 2020 Soccer Program. The program times have been approved by both parties to include Mondays through Fridays from 5:30PM to 7:30PM and Saturdays or Sundays from 9:00AM to 1:00PM for the Spring Season including April 13th through June 20th, excluding May 21st through May 26th and the Fall Season to include August 18th and September 8th through October 31st. *The field is not available for use on Saturday, MAY 2 (KENTUCKY DERBY DAY).*

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 SCH.

3. FEE

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

4. NOTICE

SCH 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 SCH and certain of its affiliates as 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 SCH a certificate of insurance evidencing same upon the execution of this agreement.

6. LIABILITY

The City agrees to defend, indemnify and hold harmless SCH, its affiliates, members, 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 SCH 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

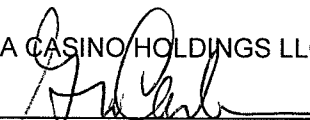
The following Appendices which are attached to this Agreement are incorporated by reference herein and which shall be made a part of this Agreement:

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: _____

SARATOGA CASINO HOLDINGS LLC
Signature:  _____
Date: 2-6-2020
Print Name: GEORGE W. CARLSON
Title: VICE PRESIDENT

City Council Approval Date: _____

"Exhibit A"

