

Attachment C- Additional Special Conditions with Saratoga Miss Softball

Advertising

1. Licensee has permission to place sponsor/advertising signs uniformly along the temporary outfield fence, the batting cage and backstop fences on the softball fields. No signs are to be attached to the perimeter fencing. Signs can be put up 5 days before opening day and must be taken down 5 days after the conclusion of the Fall Season. Licensee will be solely responsible for the maintenance, condition, and storage of the signs. Any change to the current sign or placement of the signs requires approval from the Department of Public Works prior to the installation. Signs that are not kept up to Park standards (hanging straight with all necessary attachments in the proper order and follow section 3 of this agreement) will be removed by DPW.
2. DPW reserves the right to refuse any and all banners, flyers or other marketing or promotional materials that are not in normal keeping with a family oriented facility in a public park, specifically including political advertisements.
3. The Licensee shall not be charged a fee for the rights to hang signs.
4. Licensee has permission to hang windscreens on the permit fences of the dugout, foul lines and outfield fences given the same Park standards are met.

Concession Stand

5. Licensee may fully operate the concession stand, provided it fully complies with all terms of this agreement.
6. DPW will open and close the park seasonally at no expense to the Licensee.
7. The Licensee will be responsible for the maintenance of the concession stand. Repairs and renovation to the premises is at the expense of the Licensee unless agreed upon by both parties. Any maintenance related concerns, damages to the premises, and/or facility repairs shall be brought to DPW's attention prior to addressing the issue unless deemed an emergency. In the event of an emergency the Licensee shall notify DPW as soon as applicable.
8. The Licensee is responsible for cost and maintenance of the fire extinguishers.
9. The Licensee shall not be charged a fee for the use of the concession stand.
10. Licensee agrees to obtain and keep in force all permits required by New York State Department of Health, and Licensee shall be responsible for any training of its managers or volunteers as may be required by the New York State Department of Health, all at Licensee's expense, and shall fully comply with all applicable rules, regulations and requirements of the New York State Department of Health. 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.
11. Licensee shall have the non exclusive right to sell hot and cold food, beverages and other sundry items from indoor concession stands as permitted by the Licensee's Department of Health Permit. The Licensee shall not sublease the concession stand.
12. The Recreation Department reserves the right to refuse any and all products or services which Licensee proposes to provide that are not in normal keeping with a family oriented facility in a public park.
13. Licensee shall remove all inventory of food and beverages at the termination of this agreement, and all perishable items at the end of each season.
14. Licensee's appliances and other significant items of personal property necessary for the conduct of its business shall be listed and emailed to the Recreation Department so that it may be maintained by the City for purposes of inventory.
15. Licensee shall be responsible for daily cleaning of the concession stand, including equipment and appliances, and property in the vicinity of the concession stands, and Licensee shall return the premises in the same condition as when first provided to Licensee, except for normal wear and tear.

16. Licensee agrees to comply with all applicable laws, rules and regulations of the City, state and federal government as they pertain to Licensee's operation of the concession stands.
17. The City shall provide electric, water, sewer and trash service necessary to operate the leased concession stand, without cost to Licensee. DPW will provide trash bags, free of charge, to the Licensee. Jointly the garbage bins shall be emptied and the trash shall be placed in front of the garage doors, located near the concession stand. DPW shall pick up the trash daily.
18. DPW will open, close and clean the adjacent restroom facilities during Park hours. DPW shall provided restroom supplies including cleaning and products accessible to the Licensee and jointly the bathrooms shall be inspected, stocked, and cleaned during the Licensee's use of the park.
19. DPW shall have access to the premises at any time for inspection, maintenance, repair, alteration or any other lawful purpose.
20. Except as provided herein, or as agreed upon by the parties, all improvements to the concession stand, including the installation of large appliances, shall be property of the City, and Licensee shall not install or locate any new equipment on the premises without the prior written approval of DPW.

Conditions of Use of the Park

21. The Licensee shall have the right to install temporary outfield fencing on the 4 softball fields. The Licensee is responsible for the installation and maintenance of the fence, the fence may be installed April to October, or the end of Fall ball. Additionally, the Licensee shall maintain (i.e., cut and trim) all areas within 8 feet from the installed fencing, while the fencing is up. The City reserves the right to have the Licensee remove the fence for Recreation Department needs including but not limited to programming and other rentals. The Recreation Department shall give the Licensee at least 48hrs notice to remove the fence.
22. The Licensee is granted permission to have two (2) storage sheds permanently on the premises. The Sheds shall not be moved from its location without prior written approval from DPW. The sheds are the sole responsibility of the Licensee and shall be maintained in a neat manor by the Licensee. Repairs and renovation to the sheds are at the expense of the Licensee.
23. The Licensee shall place all liners, pallets, and/or other equipment in the storage sheds. All items left unattended, not previously approved in writing by DPW, on the property shall be removed at the expense of the Licensee by DPW.
24. DPW is responsible for the irrigation system and infield dirt. The City will purchase the infield mix and do any repairs to the fields and irrigation system.
25. The Licensee is responsible for maintaining the scoreboard in good working order. In the event the scoreboard malfunction, the Licensee shall notify DPW. DPW shall coordinate any repairs. The cost of the repairs will be mutually agreed upon if needed.
26. The Licensee is responsible for maintaining the batting cages including the inside of the cage.
27. DPW shall fertilize the park and the Licensee shall be required to comply with the dates selected by the City. The Recreation Department shall provide advance notice. In event of weather related changes to the schedule, the Recreation Department shall notify the Licensee of the new date as soon as possible.

The City and the Licensee hereby agree to the above listed special conditions of use and maintenance.

DESIGNATED AGENTS:

Department of Public Works: _____ **Date:** _____

The Licensee: _____ **Date:** _____