



GREENKILL AGREEMENT



Agreement Creation Date: 6/15/16

Organization: Port Jervis School District

Coordinator: Lynette Davenport

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Usage: use of cross country trail system for practices and home meets during the 2016/2017 Cross Country Season

This agreement is effective as of 7/1/16 by and between the Port Jervis City School District ("District" or "Organization") with principal offices located at 9 Thompson St., Port Jervis, NY 12771 and New York YMCA Camp ("YMCA") with its principal offices located at PO Box 622, Huguenot, NY, 12746 in accordance with the following terms and conditions.

Conditions of Contract

- Signing of this contract reserves the use of the YMCA of Greater NY ("YMCA") track facilities and associated facilities for the above noted dates as needed by the District for a period of one year. On August 1st the District will submit its dates for use of the facility for the year, except that during the term of the contract, the District may add additional dates for practice and up to three cross.country meets at no additional cost upon ten (10) days notice to the YMCA.
- The cost to rent the YMCA facility is \$1,000 (or supplies equating to), to be paid (delivered) by August 1st, 2016. Except that the district shall not be responsible for payment of the fee in the event usage is cancelled by the YMCA.
- The District Licensor shall, to the extent permitted by law, defend, indemnify and hold harmless, the YMCA, its officers, employees or agents, for any demand, claim, action, proceeding, judgment, costs or expenses, including reasonable attorney's fees, which arise from the performance of services under this Agreement, unless it arises from the YMCA's negligence.
- This agreement and its respective duties and obligations hereunder may not be assigned, delegated, subcontracted, or transferred without the prior written notice of the other party.
- This agreement represents the entire understanding of the parties with respect to its subject matter, and it supersedes all the prior agreements, understandings, or representations, whether oral or written, by either party. This agreement may only be amended by the further written document signed by the parties.
- Should any provision of this agreement be finally determined by any court of competent jurisdiction to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect the validity of the remaining provisions of this agreement, unless such invalidity or unenforceability would defeat an essential purpose of an agreement, in which case, an agreement will be terminated.
- The failure of any party to insist on the strict performance of any provision of this agreement or to exercise any right of this agreement does not constitute a waiver of such provision or right. A waiver is effective only if in writing and signed and delivered by the waiving party.
- This agreement is governed by the laws of the state of New York and any such claims or causes arising out of or in connection with agreement shall be commenced in a competent court with jurisdiction for Orange County, New York.
- Claims, disputes or other matters in question between the parties of this agreement arising out of or relating to the agreement or breach thereof, shall be subject to and decided by the laws of the state of New York and any such claims or causes arising out of or in connection with the agreement shall be commenced in the Supreme Court in the State of New York, Orange County, New York.
- The District shall provide the YMCA With a certificate of insurance that covers general liability, and worker's compensation, (when appropriate). The District assumes all responsibilities for injuries or accidents that occur to their participants.
- The YMCA agrees to maintain its own general liability, worker's compensation and other insurance appropriate to the operation of its facilities.
- Groups using personal vehicles must adhere to all motor vehicle laws.
- Use of any sports equipment (personal or property of NY YMCA Camp) is at the risk of the individual.
- Pets, firearms and illegal drugs are strictly forbidden, as well as alcohol consumption in public areas *and* by anyone below the age of 21.

The undersigned agrees to the terms and conditions of this agreement.

Signature of Group Coordinator

Date

Signature of Greenkill Director

Date