

USE/SHELTER AGREEMENT BETWEEN THE TOWN OF MARBLETOWN AND THE MARBLETOWN SPORTSMANS CLUB

THIS AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2022, by and between **MARBLETOWN SPORTSMANS CLUB** hereinafter referred to as "The Club") and **THE TOWN OF MARBLETOWN** (hereinafter referred to as "The Town").

Address for The Club Notices: 105 Scarawan Road, Stone Ridge, NY, 12484

Addresses for The Town Notices: 1925 Lucas Ave. Cottekill, N.Y. 12419

WHEREAS, The Town of Marbletown by Resolution on September 6, 2022, at a regularly scheduled Town Board meeting voted affirmatively to enter into an Agreement with the Marbletown Sportsman's for the use of their premises; and

WHEREAS, The Club is the fee owner of certain real property being, lying and situated at 95 Scarawan Rd, Stone Ridge, NY 12484, Ulster County, New York, (hereinafter referred to as the "Premises"); and

WHEREAS, The Town desires to utilize the Premises as an Emergency Shelter, on an as needed basis, upon the terms and conditions as contained herein; and

WHEREAS, The Club desires to assist the community by allowing the Town the use of the Premises, for a period of 10 years, on the terms and conditions as contained herein; and

WHEREAS, The Club requires an Emergency Generator for the Town's intended use of the Premises; and

WHEREAS, the Club agrees to install an Emergency Generator for the use of the Premises,

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

- 1. Term.** This Agreement shall commence on November 1, 2022 (Term beginning) and end October 31, 2032 (Term Ending) The Town and the Club may upon agreement extend the Term for an agreed upon duration.

2. **Use** The premises shall be used as an Emergency Shelter by the Town during periods of need. The Town Supervisor or Deputy Supervisor will notify The Club President or another officer if President isn't available, to open as an Emergency Shelter and allow residents to use the building.
3. **Notices** Any bill, statement or notice must be in writing and delivered or mailed to the Town at the Premises and to the Club at the Address for Notices.
4. **Utilities and services** The Club shall be solely liable for obtaining utilities directly from the utility providers and shall be solely liable for all costs and expenses and all other amounts due to said utility or utilities.
5. **Repairs, alterations** The Club must keep the equipment in good order and repair. If The Club defaults, The Town has the right to make repairs and charge The Club.
6. **Care of the Premises** The Club shall be responsible for all interior and exterior maintenance and upkeep.
7. **Fire, damage** The Club must give The Town immediate notice in case of fire or other damage to the Premises.
8. **Liability** the Club is not liable for loss, expense or damage to any person or property unless it is specifically due to The Club's gross negligence. The Town must pay for damages suffered and money spent by The Club relating to any claim arising from any act or neglect of The Town. The Town is responsible for all acts of The Town's employees, guests and invitees, during the period of The Town's usage of the premises.
9. **General Liability Insurance** the Town shall inform their insurance carrier of the agreed upon use of the premises and shall provide coverage during the time the premises are being used by the Town.
10. **Illegality** If any part of this Agreement is not legal, the rest of the Agreement will be unaffected.
11. **No Waiver** The Club's or Town's failure to enforce any terms of this Lease shall not prevent The Club or Town from enforcing such terms at a later time.
12. **Successors** This Lease is binding on all parties who lawfully succeed to the rights or take the place of the Club.
13. **Representations, changes in Agreement** The Town and The Club have read this Agreement. All promises made by the Parties are in this Agreement. This Agreement may be changed only by an agreement in writing signed by and delivered to each party.
14. **The Town's hold over.** If The Town remains in possession of the Premises with the consent of The Club after the natural expiration of this Agreement this Agreement shall be terminable upon thirty (30) days written notice served by either party.

15. Governing law. This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of New York and any dispute under this agreement or legal action or proceeding hereunder shall be brought in a court of competent jurisdiction in the County of Ulster, State of New York.

16. Paragraph Headings The Paragraph headings are for convenience only.

17. Effective Date

A. This Agreement is effective November 1, 2022

THE MARBLETOWN SPORTSMAN’S CLUB:

Sign:_____ Date: _____

Lance DuBois, President

THE TOWN of MARBLETOWN:

Sign:_____ Date:_____

Rich Parete, Town Supervisor