

**Town of Pendleton, New York**  
**Facilities Usage Agreement**

THIS AGREEMENT made this day \_\_\_day of June 2024, by and between the TOWN OF PENDLETON, a Municipal Corporation having its principal offices at 6570 Campbell Boulevard, Lockport, New York [hereinafter referred to as “THE TOWN”], and the EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER [hereinafter referred to as “FOUR SEASONS”]., a New York corporation, having its principal offices and place of business at 1639 North French Road, Getzville, New York 14068

WHEREAS, the TOWN OF PENDLETON owns “Nine Mile Island”, a location where a summer youth camp has operated for several years and the Town desires to continue such summer youth camp for the summer of 2024 and in particular the dates of July 1, 2024 through and including August 26, 2024,

WHEREAS, Nine Mile Island has been used by private organizations operating youth camps for more than seventy years;

WHEREAS, the need for summer youth camps and child care is great in the Town of Pendleton, the County of Niagara, and in the Western New York region, with such need exceeding the present availability of youth camps;

WHEREAS, FOUR SEASONS desires to continue such summer youth camp for the summer of 2024 and in particular the dates of July 1, 2024 through and including August 26, 2024,

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

IT IS HEREBY AGREED that Four Seasons shall have access to and use of Nine Mile Island to operate a youth camp during the summer of 2024. This agreement sets forth the terms and conditions of such access and use of the property,

1. **TERM OF AGREEMENT** Four Seasons shall have access to NINE MILE ISLAND for the purposes of operating the youth camp from July 1, 2024 through August 26, 2024.

- a. Prior to opening of the camp on July 1, 2024, Four Seasons shall clean the property [the main area of the island] at its own expense.
- b. Such cleanup shall include removal of pop cooler and metal cabinets in the Main Lodge, present on the property. Such removal shall be at the total expense of Four Seasons.
- c. A dumpster and service will be subscribed to on site during the dates of the camp. The dumpster will be removed at the end of the season. (Four Seasons expense).
- d. The roofs will be repaired on both changing/storage sheds. (Four Seasons Expense). If the repairs are not to the satisfaction of the Town of Pendleton Building Inspector, the sheds will be removed. (Four Seasons Expense).
- e. Clean up the old pool area of trash and other debris. Landscape and grass seed the area. (Four Seasons Expense).
- f. Clean out the gutters on the main bathroom building. (Four Seasons Expense).
- g. Any mandate by the Niagara County Health Department and/or the Town of Pendleton Code Enforcement/Building Inspectors Office regarding the hosting of a day camp shall be at Four Seasons expense.
- h. The propane bill from July 1, 2004 - September 1, 2004, for the main bathroom shall be paid for by Four Seasons.

2. **INDEMNIFICATION AND INSURANCE**

- a. EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER shall provide the Town of Pendleton a complete roster of all children who shall participate in the Youth Camp program, including name, age and residence, by July 1, 2024.
- b. All such participants, or in the case of a minor the parent of such participant, shall sign the release which is attached hereto as **Schedule A** prior to participating in Youth Camp activities of EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER at NINE MILE ISLAND.

- c. EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER shall obtain general liability insurance and shall name The Town of Pendleton as an additional insured on a primary and non-contributory basis. The amount of the insurance shall be an aggregate amount of \$2,000,000.00 with an upper Limit \$1,000,000.00 per occurrence.
  - d. EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTE will defend and indemnify the Town of Pendleton against any lawsuits or claims for injury to person or property arising from EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER's use of the Property, as set forth in the indemnification agreement which is attached hereto as **Schedule A**.
3. Other than as set forth in this agreement, EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER shall have full control of the operations of the Youth Camp program as an independent contractor and shall have full authority to conduct programs, as determined by its governing body, without interference by the Town.
4. Neither party shall have liability for the acts or omissions of the other party or any of its officers, directors, employees, agents or other representatives.
5. Alcoholic beverages shall not be allowed upon NINE MILE ISLAND at anytime during the conduct of Youth Camp Activities or any other activities under the stewardship of EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER.
6. EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER shall be responsible for refuse pick-up and dispose of it in proper containers after each game, practice or other event which it sponsors.
7. EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER shall use reasonable efforts to control the conduct of Youth Camp participants and onlookers during usage of the Nine Mile Island and shall use reasonable efforts to not allow unruly behavior and shall, in all respects, conduct the Youth Camp activities to the benefit of the children and shall take all reasonably necessary steps to prevent abusive behavior by adults. Where necessary, EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER is authorized to exclude violators from present and future Youth Camp Activities. EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER shall have the exclusive right to determine who shall be excluded from NINE MILE ISLAND events.

8. This contract shall be governed by the Laws of the State of New York, Niagara County and/or its Department of Health and The Town of Pendleton.
9. This Agreement shall not be amended, changed or modified except by agreement in writing signed by both parties hereto.
10. This agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written, with respect to such subject matter.
11. EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER shall comply with all laws, ordinances, and regulations applicable to its use of the Property.
12. All notices in connection with this contract shall be directed as follows:

To the Town:

Supervisor and Chairman of the Recreation Committee  
6570 Campbell Boulevard  
Lockport, New York 14094

To the EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER:

1639 North French Road  
Getzville, New York 14068

13. This agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties have executed this agreement on and as of the date first set forth above.

TOWN OF PENDLETON

By: \_\_\_\_\_  
Joel Maerten  
Town Supervisor

EILMAR, INC. D/B/A FOUR SEASONS CHILD CARE CENTER

By: \_\_\_\_\_  
Margaret Blake  
Peter Blake