

AGREEMENT

THIS AGREEMENT made the 8th day of July 2024, by and between the TOWN OF PENDLETON (hereafter referred to as the Town), a Municipal Corporation having its principal offices at 6570 Campbell Boulevard, Lockport, New York 14094 (hereinafter referred to as "Pendleton" or "Town"), and the Buffalo Bomb Squad Sports Inc., a New York not-for-profit corporation, having its principal offices and place of Business at 5385 Main St Williamsville NY 14221(hereinafter referred to as "BBS").

WHEREAS, the Town desires to contract out the responsibility for conducting a program to benefit youth residing in the Town and surrounding areas, for baseball and softball seasons 2024 and 2025; and

WHEREAS, BBS desires to provide baseball and softball programs similar to those previously provided by the Town and Central Niagara Baseball and Softball Association in years previous.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. BBS shall provide baseball and softball programs for youths. BBS shall be entitled to establish its own eligibility requirements, but shall include baseball and softball (including t-ball and "Challenger" divisions) programs. Such baseball and softball programs are intended to be similar to those previously provided by the Town.
2. All youth residing in the Town of Pendleton shall be eligible to participate so long as they are under the age of 16 years, with the exception of those playing in the "Challenger" divisions which have no age restrictions. The Town's former eligibility requirements shall be utilized by BBS.
3. BBS shall be entitled to the use of Town fields located at the Town facility and including the facility leased from Pivot Punch Corporation and on such adjacent

property, to be used as baseball and softball fields. BBS shall be entitled to use such facilities to play baseball and/or softball seven days per week, weather permitting. Such use of the facilities to play baseball and/or softball by BBS shall commence in April and shall continue through and including the second weekend in August for regular programs, and thereafter for periodic games, clinics, etc., in connection with the program provided by BBS. Any use of such fields by others shall not interfere with BBS's programs. The scheduling of baseball and/or softball practice and game usage shall be at such times as BBS shall determine.

4. BBS shall be entitled to charge a fee to participants. The fee shall be comparative with other youth baseball and softball programs located within Niagara County.
5. Any purchases required to support program growth and development shall be agreed upon by the Town and BBS if Town funding is requested. The amount of funding provided by each group will be agreed upon by both parties.
6. BBS shall:
 - a. Provide a schedule to the Town, prior to the start of each season. BBS will notify the designated Town contact of any changes and/or additions to the schedule with no less than 24 hour notice of required change.
 - b. Provide a complete roster of all children who participate in the program, including name, age and Town of residence, by June 1st of each season. 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 any baseball and/or softball activities of BBS.
 - c. On or by October 1st of each season, BBS shall provide a report of the program to the Town, including numbers of children who have participated with each program, revenues received by BBS, the assessment of

the program as to operating success and deficiencies and plans for the program for the following year.

- d. Provide names and addresses of the officers of BBS.
- e. Provide monthly reports of activities including, but not limited to, number of participants, concession stand activity and updated field availability.
- f. Pay a total fee of **two thousand – seven hundred – fifty and 00/100** for the use of the facilities. Such fee shall be **two thousand – five hundred and 00/100** for those participants that are not Town residents and **two hundred – fifty and 00/100** as reimbursement for the rental cost for the portion of the facilities that are leased from Pivot.
- g. Supply and require all participants in the softball and/or baseball program to utilize on all necessary occasions all baseball and/or softball equipment [i.e. bats, balls, helmets and any other necessary safety equipment] as has been sanctioned and/or certified by the standards for Little League baseball/softball and or similar youth programs. Such equipment shall at all times be maintained in a condition so as to provide maximum protection to baseball and or softball participants.
- h. Supply all dugout covers to be installed by the Town. All such dugout covers shall at all times be maintained in a condition so as to provide maximum protection to baseball and or softball participants.
- i. Pay the cost for the acquisition of a field groomer to be used for maintaining the Town baseball and/or softball facilities.

7. The Town shall be responsible for:
 - a. Upkeep and maintenance of the fields, including, but not limited to, cutting the grass, bringing in additional dirt as required, chalking, dragging, etc., during regularly scheduled work hours, by Town employees. This work shall be completed prior to the start of regularly scheduled games.
 - b. Install any agreed upon items, including but not limited to, dugout covers, fence coverings, etc., between April 1st and May 1st of the current season, weather permitting.
 - c. Removal of any of the items outlined in 7.b. Such removal shall be completed no later than September 15th of the current season nor ANY EARLIER than August 10th.
 - d. Perform any and all Manufacturer recommended maintenance of BBS owned and provided field groomer. In addition, the Town shall provide a secure location for the storage of such field groomer.
 - e. If any of the above mentioned work cannot be completed as outlined, the Town shall notify BBS no less than two (2) hours prior to start of scheduled games. At time of notification, BBS members and volunteers shall be allowed to prepare fields during non-regularly scheduled town working hours.
8. BBS shall designate authorized persons who shall have access to the Town's equipment shed located proximate to the fields.
9. BBS shall have the use of equipment associated with field usage, with the exception of Town owned motorized equipment, including, but not limited to chalking machine, rakes, batting box templates, quick dry etc., provided that BBS will replace, at its own expense, such equipment as it becomes damaged, used up or obsolete to the extent of BBS's use thereof.

10. BBS shall have the use, in conjunction with running its baseball and softball programs, of the Town's batting cage. During its use BBS shall limit operation of the batting cage to individuals who are qualified to operate the cage and have been properly trained in the usage. During its use BBS shall not allow unsupervised use of the cage. BBS provides access to coaches with Bluetooth enabled keycode to unlock both storage and cages.
11. BBS shall have the ability to operate concessions in connection with the baseball and/or softball programs while games are being played. BBS shall be responsible for temporary concession stands, securing the same, obtaining any necessary permits operation, insurance etc. Any proceeds realized by BBS in connection with concessions shall belong to BBS for use in their baseball and softball programs. Such use of the "Squad Snack Shack" shall not be exclusive to BBS, although the Town shall not permit any use of the BBS equipment located within the "Squad Snack Shack" without the express permission of BBS.
12. BBS shall be authorized to use the equipment shed for storage of concession supplies, field equipment and other equipment and supplies utilized in connect with operation of the programs.
13. BBS shall not be held responsible for any injury to Town employees while operating BBS owned equipment.
14. Subject to upkeep and maintenance of the facilities by the Town as set forth in paragraph 7 above, the Town shall not be obligated to otherwise improve the Town fields, including, without limitation, providing lighting for the Town fields, unless agreed upon by the Town and BBS.
15. Town and BBS, during the course of this agreement, will maintain an open dialogue, relating to future improvements and operations of the program, provided, however, that nothing in this paragraph shall obligate either party to anything beyond the terms and obligations set forth in this contract.

16. All notices in connection with this contract shall be directed as follows:

To the Town: Supervisor
 6570 Campbell Boulevard
 Lockport, New York 14094

Recreation Director
6570 Campbell Boulevard
Lockport, NY 14094

To the BBS: 5385 Main St
 Williamsville NY 14221

17. This contract shall run for a period of one year beginning May 21st, 2024, and shall automatically renew thereafter for additional periods of one year, unless either party provides the other with written notice on or before October 1st of any year if its intent not to renew.

18. BBS shall obtain general liability insurance and shall name The Town of Pendleton and Pivot Punch Corporation as 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.

19. BBS shall obtain general liability insurance and shall name The Town of Pendleton and Pivot Punch Corporation as 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.

20. The Town shall provide access to the Town Hall or Community Center for season registration and monthly BBS Board meetings.

21. Other than as set forth in this agreement, BBS shall have full control of the operations of the program as an independent contractor and shall have full authority to conduct programs, as determined by its governing body, without interference by the Town.
22. 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.
23. Alcoholic beverages shall not be allowed upon the fields at anytime during the conduct of baseball and softball games or any other activities under the stewardship of BBS.
24. BBS shall be responsible for refuse pick-up and dispose of it in proper containers after each game, practice, or other event which it sponsors.
25. BBS shall use reasonable efforts to control the conduct of participants and onlookers during usage of the fields and shall use reasonable efforts to not allow unruly behavior and shall, in all respects, conduct the leagues and games to the benefit of the children and shall take all reasonably necessary steps to prevent abusive behavior by adults. Where necessary, BBS is authorized to exclude violators from present and future games. BBS shall have the exclusive right to determine who shall be excluded from BBS events.
26. This contract shall be governed by the Laws of the State of New York.
27. This Agreement shall not be amended, changed or modified except by agreement in writing signed by both parties hereto.
28. 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

Town of Pendleton

By: _____

Date: _____

Buffalo Bomb Squad Sports Inc.

By: _____

Date: _____

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