



Peter G. Crummey
Town Supervisor

TOWN OF COLONIE

Parks & Recreation Department
71 Schermerhorn Road
Cohoes, NY 12047

Phone (518) 783-2760 Fax (518) 783-2759
www.colonie.org/parks
Equal Opportunity Employer

LICENSE AGREEMENT APPLICATION FOR TOWN YOUTH SPORTS TEAMS

Name of Organization _____ Phone No. _____

Address of Organization _____

Name of Contact Individual _____ Phone No. _____

Email Address of Contact Individual _____

Description of Activity _____

Dates of Activity _____

Hours Requested: From _____ To _____ Estimated Participants/Attendees _____

Will Refreshments Be Sold () Yes () No

Facility:

_____ Lishakill Sports Complex – baseball/softball
_____ Lishakill Sports Complex – soccer
_____ Colonie Mohawk River Park – softball
_____ Colonie Mohawk River Park – football
_____ North Colonie Sports Complex - soccer
_____ North Colonie Sports Complex - baseball
_____ West Albany Memorial Park – softball
_____ West Albany Memorial Park – football

Upon execution and approval of this Agreement, Applicant (hereinafter “Licensee”) agrees to pay the Town a fee determined in accordance with the Parks & Recreation Fee Schedule for the use of the requested Facility(ies) during the term of this Agreement. Upon approval and complete execution of this application, Licensee shall have the right to use the Facility pursuant to this Agreement for the period set forth above. Use of any Town Facility is prohibited after 10 p.m.

A. General Information

1. Permission to use Town facilities does not amount to Town sponsorship.

2. Licensee assumes liability for breakage, destruction or removal of Town property by any persons participating in and/or attending events sponsored by Licensee, and is responsible for the conduct of participants and attendees of any and all events.
3. All rooms, facilities and/or equipment must be left in good, sanitary and clean condition. Restrooms and other facilities shall not be used for any purposes other than those for which they are intended. The cost of repairing any damage resulting from misuse of any restrooms or other facilities shall be the sole responsibility of Licensee.
4. Licensee shall reimburse the Town for any and all damage or injury to any real or personal property of the Town that may arise, directly or indirectly, from the negligence, acts or omissions of the Licensee.
5. Requests for repairs and/or improvements will be made to the Town in writing as the need arises and will be determined on a case by case basis by further agreement between the Town and the Licensee and on the availability of Town funds.
6. Licensee shall not vend or allow vendors to sell or take orders for products or services, including, but not limited to, food, equipment, souvenirs or related items, on the premises without having obtained the prior written consent of the Town. Food trucks are not permitted on Town property without the prior written consent of the Town.
7. All trash and garbage must be carried out by Licensee and properly disposed after each use.
8. If Licensee organization will be providing food or operating a concession stand, it must obtain a New York State Department of Health Permit and provide a copy to the Town together with this Application. Permits can be obtained through the Albany County Department of Health, 175 Green Street, Albany, New York 12202, (518) 447-4620, fax # (518) 447-4501. Original permits must be posted conspicuously during operation.
9. Alcoholic beverages are not permitted on Town property without prior written approval from the Town. Illegal drugs are not permitted on Town property at any time. All Town Facilities are smoke and vape free. Violation of these conditions shall be cause for immediate revocation of this License Agreement.
10. At the end of the season, all equipment, supplies and furniture must be removed from the facility or properly stored.
11. Licensee shall be responsible for the payment of all utility services (i.e. water, sewer, electricity, etc.) during the period of the License Agreement. In the event that the Town incurs utility costs attributed to Licensee, the Town shall provide Licensee with an invoice regarding same and Licensee shall have 30 days to reimburse the Town. If Licensee fails to reimburse the Town, the Town has the right to immediately terminate the License Agreement.
12. Town athletic fields are intended for Town resident youth organizations. A Town resident youth organization is an organization in which 51% or more of the participants are residents of the Town of Colonie. Licensee will provide the Town with a list of the names and addresses of each member/participant for verification by the Town as soon as practicable after the execution of this Application. In the event that 2 or more qualifying groups apply to use the same field, the group with the greater number of Town residents shall be given priority. Non-resident groups may reserve fields only if space allows.
13. DECISIONS REGARDING FIELD CONDITIONS: All daily decisions regarding the playability of a field are the responsibility of the Licensee. A designated contact person should be named and provided to the Town of Colonie Parks and Recreation Department. The Department reserves the right to close fields as necessary for the public health, safety and welfare.

14. During all games, scrimmages or competitive events, the referee/umpire is responsible for the decision to suspend a game. His or Her decision is final. No play should continue on the field once a game has been cancelled.
15. Safety of the players, members and participants should be the primary consideration when making all decisions.
16. The Parks and Recreation Department reserves the right to overrule any decision as necessary for the public health, safety and welfare.

B. General Provisions – PLEASE READ CAREFULLY

1. Licensee assumes all risks in the performance of any and all activities authorized by this Agreement. Licensee hereby covenants and agrees to defend, indemnify and hold harmless the Town, its elected and/or appointed officials, officers, agents, employees and assigns against all liabilities, claims, suits, actions, judgments, costs, expenses, demands, losses, damage or injury, arising out of this agreement, of every kind and nature including death or injury to person, damage or loss of property, all attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, damages, expenses, accidents or occurrences. Licensee shall be responsible for such liabilities that arise at any time prior to termination of this Agreement, whether direct or indirect, and whether caused or contributed to by the Licensee, its contractors, subcontractors, agents, or employees. Licensee's responsibility under this section shall not be limited to the required or available insurance coverage. These provisions shall survive the termination of this License Agreement.
2. Licensee shall provide the Town with a certificate of insurance naming the Town of Colonie as an additional insured, showing proof of Comprehensive General Liability insurance with a limit of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) general aggregate combined single limit. Any and all insurance deductibles shall be the sole responsibility of Licensee.
3. Licensee acknowledges that failure to obtain and carry the required insurance on behalf of the Town constitutes a material breach of contract and subjects said Licensee to liability for damages, indemnification and all other legal remedies available to the Town. The failure of the Town to object to the contents of the policy of insurance or the certificate of insurance, or the Licensee's failure to file a certificate of insurance shall not be deemed a waiver of the insurance requirement or any and all rights held by the Town.
4. Licensee may not assign, transfer or sublet this License Application and Agreement or its right, title, or interest thereto without the prior written consent of the Town.
5. No modification or amendment of the License Application and Agreement shall be valid unless in writing and signed by the Town.
6. Licensee acknowledges and agrees that nothing herein shall be construed as creating any right or ownership interests in Town property. This Application and License Agreement shall solely constitute permission for Licensee to access Town property at the times and for the purposes set forth herein.
7. A failure or delay on the part of the Town in exercising any right, power or remedy hereunder shall not be a waiver thereof. No single or partial exercise of any such right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The remedies provided for herein are cumulative and are not exclusive of any remedies that may be available to any party at law or in equity or otherwise.

8. Licensee agrees to comply with all State and Federal laws, the Town Code of the Town of Colonie, and the Town of Colonie Parks & Recreation Department Rules and Regulations and any other Rules and Regulations pertaining to the use of certain Town of Colonie facilities. This License Agreement is only valid through December 31, 2023.

IN WITNESS WHEREOF, the parties hereto have hereunto signed this agreement on the day and year appearing below their respective signatures .

TOWN OF COLONIE

LICENSEE

By _____
Peter G. Crummey
Town Supervisor

By _____
Name _____

Title: _____

Dated _____

Dated _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On this _____ day of _____, 2023, before me, the undersigned, personally appeared **Peter G. Crummey**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that, by his signature, on the instrument, the individual or person upon behalf of whom the individual acted, executed the instrument.

Notary Public – State of New York

STATE OF NEW YORK)
) ss.:
COUNTY OF ALBANY)

On this _____ day of _____, 2023, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that, by his/her/their signature, on the instrument, the individual or person upon behalf of whom the individual acted, executed the instrument.

Notary Public – State of New York