

## AGREEMENT

This agreement (the "Agreement"), is made as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Asbury United Methodist Church, located at 17 Old Post Road South, Croton-on-Hudson, New York, together with its successors and assigns (the "Church"), and the Village of Croton-on-Hudson, a municipal corporation, with its principal office located at 1 Van Wyck Street, Croton-on-Hudson, New York, together with its successors and assigns (the "Village").

## WITNESSETH

WHEREAS, the Church owns a certain parking lot (the "Lot") located in the rear of the Church property adjacent to Old Post Road South and Maple Street in the Village of Croton-on-Hudson, New York; and

WHEREAS, through previous agreements, the Church has permitted the Village to use the Lot for general public parking, and the Church and Village agree that the continuing use of the Lot by the Village for such purpose is agreeable under certain terms; and

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

### 1. The Premises and Purposes

- 1.1. The premises covered by this Agreement are the Lot and surrounding area particularly depicted on Exhibit A hereof. Except as otherwise provided herein, said Lot, together with all fixtures, improvements, installations and appurtenances that, at the commencement of or during the term of this Agreement are thereto attached are herein after called the "Premises".
- 1.2. Through this Agreement and subject to the terms herein, the Village may designate the Premises as public parking, subject to the New York Vehicle and Traffic Law and the Village's local laws and regulations. The Church may, subject to the terms herein, use the Premises for parking for its employees, volunteers, invitees and guests.

### 2. Term; Renewals

- 2.1. The term of this Agreement shall be for five (5) years commencing at midnight on June 1, 2023 and terminating at 11:59 p.m. on May 31, 2028 (the "Initial Term").
- 2.2. The Village shall have the right to renew this Agreement for another five (5) year term (the "Renewal Term") by providing to the Church written notice at least thirty (30) days prior to the end of the Initial Term.

3. Rent

3.1. The Village shall pay to the Church at the Church's address set forth above or at such place as the Church from time to time designates in writing \$4,500 per year. The first rent payment shall be due within thirty (30) days of the full execution of this Agreement. Payments thereafter shall be due in June each year.

4. Use of the Premises

4.1. The Village may use and designate the Premises solely as public parking, subject to the following terms:

4.1.1. The Village shall prohibit parking between 2 a.m. and 6 a.m., except by special permit issued by the Village.

4.1.2. The Village shall restrict public parking to two-hour periods, except by special permit issued by the Village or by decals issued by the Church.

4.1.3. The Village shall erect and/or maintain signage on the Premises of such prohibitions and restrictions.

4.1.4. The Village agrees to limit the number of Asbury special permits it issues to 12 per year.

4.2. The Church may use the Premises for parking for its employees, volunteers, invitees, and guests, subject to the following terms:

4.2.1. One parking space behind the Educational Building shall be designated solely for the Pastor.

4.2.2. Three parallel parking spaces on the left side of the exit to Maple Street shall be designated solely for tenants of the building owned by the church known as 19 Old Post Road South.

4.3. Parking shall not be permitted by anyone in the driveway area abutting Old Post Road South. The Village shall erect and/or maintain signage on the Premises to this effect.

5. Maintenance of the Premises

5.1. The Village shall:

5.1.1. perform ordinary repair and maintenance of the Premises, including blacktop repairs and striping of the pavement, but specifically excluding maintenance and repairs of the structural and subsurface portions of the Premises (such as grading, milling, and repaving); and

- 5.1.2. keep the Premises free of rubbish and debris, including leaves;
- 5.1.3. install and/or replace and maintain, including painting, all guardrails;
- 5.1.4. maintain all light poles and bulbs;
- 5.1.5. perform snow removal; and
- 5.1.6. maintain the trees on the Premises, but only to the extent such maintenance is necessary to permit safe passage on the Premises.

5.2. The Church shall:

- 5.2.1. at its sole cost and expense, punctually repair, keep and maintain the structural and subsurface of the Premises, all mechanical and drainage systems, and the subsurface electrical systems existing at the Premises in good order, condition, and repair.

6. Termination

- 6.1. Either party may terminate this Agreement at any time for any or no reason upon thirty (30) days written notice to the addresses specified above.
- 6.2. If the Agreement is terminated, the Church shall refund to the Village a pro-rata share of any rent.
- 6.3. Upon any termination, all improvements shall remain on the Premises and shall remain or become the property of the Church.

7. Utilities

- 7.1. The Church shall be solely responsible for the cost of all utilities servicing the Premises.

8. Insurance; Indemnification

- 8.1. The Village, at its own cost and expense, shall maintain and keep in effect throughout the Initial Term and Renewal Term, if any, the following insurance policies with the Church named as an additional insured:
  - 8.1.1. Insurance against claims for personal injury or property damage, under a policy of general liability insurance with combined single limits of at least One Million Dollars (\$1,000,000) per occurrence, and \$2,000,000 general aggregate.
- 8.2. Each party shall indemnify, and save harmless, the other and its respective officers, directors, contractors, volunteers, agents, and employees, from and against any and all liability

(statutory or otherwise), claims, suits, demands, damages, judgments, costs, interest and expenses (including but not limited to, attorneys' fees and disbursements incurred in the defense of any action or proceeding, to which the indemnified party may be subject or which the indemnified party may suffer by reason of any claim for, any jury to, or death of, any person or persons, or damage to property (including any loss or use thereof), or otherwise arising from or in connection with use of or from any work, installation or thing whatsoever done in or at the Premises by the indemnifying party during the Initial Term or Renewal Term, or from any act, omission, or negligence of the indemnifying party or any of said party's officers, directors, agents, volunteers, contractors, employees, subtenants, licensees, or invitees.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

VILLAGE OF CROTON-ON-HUDSON

ASBURY UNITED METHODIST CHURCH

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title: