THIS AGREEMENT made as of this _____ day of _____, 2023, between the VILLAGE OF CROTON-ON-HUDSON, a municipal corporation, having its office at One Van Wyck Street, Croton-on-Hudson, New York ("the Village"), and Camp Nabby, located at ______ ("the Camp").

WITNESSETH:

WHEREAS, the Village owns a certain parking lot property known as Lot A of the Croton-Harmon Train Station Parking Lot, located along Croton Point Avenue in the Village of Croton-on-Hudson, New York; and

WHEREAS, the Camp desires use of the property to facilitate pick-up and drop-off of campers during the summer camp season; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this agreement, the parties mutually agree as follows:

- 1. The Village hereby permits the Camp to use Lot A for pick-up and drop-off of campers during the summer camp season as defined in Section 2 of this agreement.
- 2. The term of the agreement shall be from June 27, 2023, through August 18, 2023, exclusive of weekends and holidays.
- 3. The fee for the use of Lot A shall be \$27 per day for a total of \$1,026.
- 4. The Camp covenants that it will hold the Village harmless against all claims, damages, or causes of action for damage and will indemnify the Village for all such suits, orders, or decrees and judgments entered therein, brought on account of injury to person or property, or loss of life sustained by the use and occupation of the demised premises unless such damage or injury be caused by or be due to negligence of the Village.
- 5. The Camp will maintain liability insurance with a combined single limit of liability of \$1,000,000 per occurrence and \$2,000,000 general aggregate. The Village's interest as owner shall be included as an additional named insured on the policy.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this

_____ day of _____, 2023.

By: _____

By: _____

Bryan T. Healy, Village Manager

Rita Bertino, Camp Nabby Director