

LEASE AGREEMENT

This lease agreement (the “Agreement”), is made as of the ____ day of _____, 2025, by and between Croton AYSO, located at 29 High Street, 2nd Fl, Croton-on-Hudson, New York, together with its successors and assigns (the “Lessee”), 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 “Lessor”).

WITNESSETH

WHEREAS, the Lessor owns certain parcels of parkland known as Dobbs Park, Duck Pond Park, Firefighters Memorial Field and David J. Manes Memorial Field (collectively known as “the Fields”) in the Village of Croton-on-Hudson, New York; and

WHEREAS, the Lessee uses the Fields for their youth sports programming for residents of the Village of Croton-on-Hudson and the Croton-Harmon Union-Free School District; and

WHEREAS, Section 77-K of the General Municipal Law has authorized the Lessor to lease any and all sports field fences at the Fields to a not-for-profit corporation or organization; and

WHEREAS, Lessor shall receive from Lessee as consideration for this Agreement the annual amount of nine hundred dollars (\$900), which shall be payable by check to the Village of Croton-on-Hudson annually on or before May 31; and

WHEREAS, the revenue received from this Agreement shall be used solely for the care of the Fields; and

WHEREAS, Lessee shall conduct all activities permitted hereunder with diligent care, and shall defend, indemnify and hold Lessor harmless for any damage to Lessor, be it direct or through third-parties, Lessee’s agents, Lessee’s employees, vendors and or invitees (including public invitees) and the property resulting from such activities,

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

1. Premises

1.1. The premises covered by this Agreement are the sports field fences located within the Fields.

2. Term

2.1. The Agreement shall take effect as of January 1, 2026, and shall continue for a term of three years. This Agreement shall automatically renew for an additional period of three years, upon the same terms, unless either party, at least 60 days prior to the expiration of the term hereof, notifies the other party of its intent not to renew. The annual amount of nine hundred dollars (\$900), shall increase by 10% for each three-year renewal term.

3. Permitted Activities

- 3.1. Lessee shall enter upon and use the sports field fences at the Fields only for the following purpose: the placement of banners as a result of the sale of advertising.
- 3.2. Lessee agrees that individual banners placed at the Fields shall be no larger than 42 inches long by 30 inches wide.
- 3.3. Lessee agrees that any advertising banners placed at the Fields shall not contain any promotions of tobacco, vaping, alcohol, liquor or gambling. Lessee further agrees that advertising banners shall not promote political parties, candidates or campaigns, or messages of proselytizing from religious organizations. Lessee further agrees that any advertising banners shall not contain vulgar, obscene, defamatory, fraudulent or discriminatory language, and shall not promote any illegal or sexual activities.
- 3.4. Lessee shall carry out all activities hereunder in accordance with all applicable laws, orders, rules, licenses, permits and regulations of all government entities having jurisdiction over same.

4. Insurance; Indemnification

- 4.1. The Lessee, 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 Lessor named as an additional insured:
 - 4.1.1. 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.
- 4.2. Each party shall indemnify, and save and hold 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 Fields 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.

5. Termination of Lease

5.1. The Lessor shall have the right to terminate this lease for Lessee’s failure to comply with the terms of the lease with 60 days’ notice to the Lessee. Lessee, at its sole cost and expense, shall cause the banners to be removed from the Fields within 10 days upon receipt of the termination notice.

6. Notices

6.1. Except as otherwise in this lease specifically provided, a notice or communication which either party is required to give to the other shall be in writing by personal delivery or by U.S. Mail, addressed to the other at the address set forth below:

To Lessor:

Village Manager
Village of Croton-on-Hudson
1 Van Wyck Street
Croton-on-Hudson, New York 10520

To Lessee:

Regional Commissioner
Croton AYSO Region 455
29 High St., 2nd Fl
Croton-on-Hudson, New York 10520

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

VILLAGE OF CROTON-ON-HUDSON

CROTON AYSO REGION 455

Name:
Title:

Name:
Title: