

# THIS AGREEMENT

Made this \_\_\_\_ day of September, 2017

## BETWEEN:

**PIVOT PUNCH CORPORATION**, a New York corporation having its principal place of business at 6550 Campbell Blvd, Lockport, NY 14094, hereinafter called "Pivot", Party of the first part, and

**THE TOWN OF PENDLETON**, a municipality having its offices at 6570 Campbell Blvd., Lockport, NY 14094, hereinafter called "Town", Party of the second part.

**WITNESSETH**, That Pivot, has agreed to LET, and hereby does LET to the Town and the Town has agreed to TAKE, and hereby does TAKE from Pivot, the following premises, viz:

**LEASED PREMISES:** A portion of those lands belonging to Pivot Punch Corporation which pursuant to prior lease agreements between Pivot and the Town has been improved by the Town and the Town has made into a baseball diamond. The Town was and continues to be in all respects responsible for the cut, leveling and maintenance of the area for use as a ball diamond and is in all respects responsible for the installation and maintenance of a backstop for the baseball diamond on Pivot's property;

## ADDITIONAL LEASE CONDITIONS FOR TOWN:

1. Town will provide ditching to drain the leased property north and south side running east and west toward Campbell Boulevard;
2. Town will provide a suitable type of fencing to prevent public parking in Pivot's parking lot;
3. Town will maintain the area in a manner consistent with the care of the Town Park;
4. Town will maintain both sides of the fence (weed whacking) between ball diamond and Pivot Punch.

## TERM:

1. This lease shall be for a term of five [5] years, commencing on September 1, 2017 and continuing through and until September 1, 2022.
2. Either party may revoke the lease on 90 days written notice;

3. The Town covenants that at the expiration of said term it will surrender up said premises to Pivot in as good condition as now, necessary wear and damage by the elements expected.

**RENT:**

1. The Town covenants that it will pay to Pivot for the use of said premises, the annual rent of **TWO HUNDRED** and **FIFTY** dollars (**\$250.00**), to be paid in full, annually.
2. Should the Town fail to pay said rent, or any part thereof when it becomes due, it is agreed that Pivot may sue for the same, or re-enter said premises, or resort to any legal remedy.

**INSURANCE:**

As and for additional rent, the Town agrees that Pivot will be named on Town's liability insurance and that the Town will procure and maintain in effect at all times during the term of said Agreement insurances as shown on Exhibit A attached hereto. In said Exhibit A, the words "Town of Pendleton" shall be substituted in any and every place where the word "Vendor" appears.

**INDEMNIFICATION:**

The Town agrees to indemnify, defend and hold harmless Pivot (including its officers, directors, employees, agents, successors and assigns) from and against any and all claims, damages, demands, losses, expenses, fines, causes of action suits or other liabilities, including costs, reasonable attorney fees, consequential damages and punitive damages, whether claimed by the Town, its employees, agents or representatives, its invitees, subcontractors or any other person or entity lawfully present on or at the premises which are the subject of the parties' said Agreement.

**TAXES:**

The party of the first part agrees to pay all taxes to be assessed on said premises during said term.

**RESERVATION:**

Pivot Punch reserves the right to use the area on any occasion that Pivot Punch advises the Town that Pivot will have a need.

**IN WITNESS WHEREOF**, the parties have duly executed and delivered this Agreement the day and year above written

**IN PRESENCE OF:**

**PIVOT PUNCH CORPORATION**

\_\_\_\_\_  
By: Christopher King, President

**TOWN OF PENDLETON**

\_\_\_\_\_  
By: JOEL MAERTEN , Supervisor

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Pendleton Town Clerk