

**Town of Pendleton and
Pendleton Senior Citizens Club, Inc.
Agreement**

THIS AGREEMENT made this ____ day of October 2025, by and between the TOWN OF PENDLETON, a Municipal Corporation having its principal offices at 6570 Campbell Boulevard, Lockport, New York [hereinafter referred to as “THE TOWN”], and the PENDLETON SENIOR CITIZENS CLUB, INC. An IRS 501[C][3], Public Charity Not-for-Profit Corporation having its principal offices at 6570 Campbell Boulevard, Lockport, New York [hereinafter referred to as “THE SENIOR CITIZENS”].,

WHEREAS, THE SENIOR CITIZENS, were granted tax exempt status as a Public Charity by the Internal Revenue Service, effective June 24, 2024;

WHEREAS, THE SENIOR CITIZENS, provide valuable services and social opportunities to the Senior Citizen residents of the Town of Pendleton, the need for such Senior Citizen activities is great in the Town of Pendleton, Niagara County, New York.

WHEREAS, THE SENIOR CITIZENS, have social events at the facilities of THE TOWN located in Pendleton, New York;

WHEREAS, THE TOWN OF PENDLETON desires to provide financial assistance to THE SENIOR CITIZENS to assist it with its mission of providing services and social opportunities to the Senior Citizen residents of the Town of Pendleton.

WHEREAS THE SENIOR CITIZENS desires to continue to provide services and social opportunities to the Senior Citizen residents of the Town of Pendleton through and including December 31, 2025, and thereafter for the fiscal year commencing on January 1, 2026, through and including December 31, 2026,

WHEREAS, the parties desire to enter into an Agreement whereby THE SENIOR CITIZENS will furnish services and social opportunities to the Senior Citizen residents of the Town of Pendleton during the term of this Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED that THE SENIOR CITIZENS shall have access to and use of the facilities of THE TOWN located in Pendleton, New York for the purposes of providing services and social opportunities to the Senior Citizen residents of the Town of Pendleton from the date of the execution of this Agreement through December 31, 2025 and thereafter for the fiscal year commencing on January 1, 2026 through and including December 31, 2026. It is anticipated this Agreement will be reviewed and renegotiated prior to the end of 2026, for a subsequent of one (1) year term and for each and every year thereafter.

1. FINANCIAL ASSISTANCE –

- a.** THE TOWN budgeted ten thousand and 00/100 [\$10,000] for THE SENIOR CITIZENS for fiscal year 2025 and any unallocated, unused and/or unspent balance of this amount will be allocated to THE SENIOR CITIZENS in a lump sum amount for the expenditure of THE SENIOR CITIZENS for the remainder of 2025.
- b.** THE TOWN will budget tent thousand and 00/100 [\$10,000] for THE SENIOR CITIZENS for fiscal year 2026 and such amount will be allocated to THE SENIOR CITIZENS in a lump sum amount in January 2026 for the expenditure of THE SENIOR CITIZENS for 2026.
- c.** All such financial assistance provided by THE TOWN to THE SENIOR CITIZENS will be used to provide services and social opportunities to the Senior Citizen residents of the Town of Pendleton. Any senior citizen who resides outside of the Town of Pendleton, and is not a member of the Pendleton Seniors Club, shall be required to pay a fee to attend and participate in any event which uses funding from THE TOWN. THE SENIOR CITIZENS shall provide to THE TOWN a list of the names and addresses of all of those Senior Citizen residents of the Town of Pendleton who attend any event for which funding from THE TOWN was utilized for the cost thereof, in whole or in part.
- d.** THE TOWN will obtain and pay for a General Liability insurance Policy, for THE SENIOR CITIZENS through the end of 2026.

- e.** THE SENIOR CITIZENS will request no additional reimbursement from THE TOWN and THE TOWN will provide no additional financial assistance to THE SENIOR CITIZENS for its operations in addition to those amounts of annual funding as set forth herein.
- f.** An annual report will be submitted by THE SENIOR CITIZENS to THE TOWN detailing activities and expenditure of THE TOWN provided funding. Such report shall be submitted by THE SENIOR CITIZENS to THE TOWN prior to the allocation of any funding from THE TOWN for the subsequent year, but in no event later than March 1st of such subsequent year.
- g.** THE SENIOR CITIZENS is responsible for maintaining its tax-exempt status as set forth in the Internal Revenue Services, July 28, 2025, letter to THE SENIOR CITIZENS. In the event that such tax-exempt status is revoked, this contract will be become null and void and any and all unexpended funds provided by THE TOWN shall be refunded by THE SENIOR CITIZENS.

2. FACILITIES USAGE AGREEMENT

- a.** THE SENIOR CITIZENS shall be entitled to use the facilities of THE TOWN, and all usage fees are hereby waived.
- b.** Prior to using the facilities of THE TOWN, THE SENIOR CITIZENS shall prepare and submit a Facilities Usage Agreement [FUA] for prior approval by THE TOWN.
- c.** THE SENIOR CITIZENS shall be responsible for refuse pick-up and disposal in proper containers after each use of THE TOWN facilities.
- d.** At the completion of any use of the facilities of THE TOWN, THE SENIOR CITIZENS shall return the facilities in a clean and orderly condition and in the same condition as prior to the usage.

e. Rules and Regulations for any facilities, promulgated by of THE TOWN, shall complied with by THE SENIOR CITIZENS.

f. Alcoholic beverages shall not be allowed upon the facilities of THE TOWN by THE SENIOR CITIZENS without the prior written approval of THE TOWN.

3. INDEMNIFICATION

a. THE SENIOR CITIZENS will defend, indemnify, and hold harmless THE TOWN, and each of its directors, officers, agents, and employees, against any and all claims, damages, lawsuits, settlements, judgments, costs, penalties, fines, and expenses [including reasonable attorney’s fees] [“losses”] arising, in whole or in part, from the activities of THE SENIOR CITIZENS at THE TOWN facilities or activities for which THE TOWN funding was provided

- 4. **APPLICABLE LAW** - This Agreement shall be governed by the Laws of the State of New York.
- 5. **MODIFICATIONS** - This Agreement shall not be amended, changed or modified except by agreement in writing signed by both parties hereto.
- 6. **ENTIRE AGREEMENT** - This agreement constitutes the entire agreement between the parties regarding the subject matter herein and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written, with respect to such subject matter.
- 7. **NOTICES** - All notices in connection with this contract shall be directed as follows:

To THE TOWN:

Supervisor and Chairman of the Recreation Committee
6570 Campbell Boulevard
Lockport, New York 14094

To THE SENIOR CITIZENS:

PENDLETON SENIOR CITIZENS CLUB, INC
6570 Campbell Boulevard
Lockport, New York 14094

IN WITNESS WHEREOF, the Parties have executed this agreement on and as of the date first set forth above.

TOWN OF PENDLETON

By: _____
Joel Maerten
Town Supervisor

PENDLETON SENIOR CITIZENS CLUB, INC

By: _____
President