

## AGREEMENT

This agreement (the Agreement) is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 2019 by and between the Town of Woodbury, and the Woodbury Field and Stream Club, Inc. (the "Club").

Whereas: The Club operates a shooting range (the "Range") on property owned by the Club and located in the Town of Woodbury; and

Whereas: the Town of Woodbury Police Department (Department) when training with the Woodbury Police Department, currently makes use of the Range for Training purposes (Training); and

Whereas: The Department wishes to continue their use of the Range for Training; and

Whereas: The Club wishes to allow the Department to continue their use of the Range for Training; and

Whereas: Both The Club and Department believe it to be in their best interest to set forth in writing the terms under which the Department is allowed to Train at the Range.

Now; Therefore for the consideration described hereunder and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties hereto agree as follows:

1. Use of the Range. The Club shall allow the use of the Range by the Town for the purpose of mandated Training and Certification of the Department's Officers.
2. Schedule of use: prior to October 1<sup>st</sup> of the then current year Woodbury Police Department shall provide to the Club a schedule of their Department's proposed dates and usage to include the Town of Tuxedo Police Department of the Range for their upcoming year. The proposed schedule shall be reviewed by the Club and once approved shall constitute the schedule for the purposes of this agreement for the upcoming year. If any of the proposed dates are not acceptable the Club parties hereto shall make their best efforts to identify and decide on alternative dates to schedule the Department's use of the Range.
3. Indemnification: The Town hereby agrees to indemnify, defend (using an attorney of the Town's choosing, and hold the Club harmless from any of the claims, injuries, losses,

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damages, liabilities, fine, causes of action, penalties, judgments, costs and expenses (including reasonable attorney's fees) which arise out of the Department's participation in the activities permitted here under.

4. Termination: Either party may terminate this agreement at any time for any reason or no reason by providing ninety (90) days prior written notice of termination to the other party.
5. Counterparts: This agreement may be executed in or more counterparts, each of which shall be an original and all of which shall constitute together the same document.
6. Choice of Jurisdiction: This Agreement will be governed by and construed in accordance with the laws of the State of New York, and any and all litigation arising in connection with the service will be brought solely in Orange County, New York.

The parties hereto acknowledge that this Agreement expires on December 1, 2019. A renewal will be required when future dates for the use of the Club's range beyond December 1, 2019 are sought by the Woodbury Police Department.

In witness whereof the undersigned have hereunto affixed their signature as of this \_\_\_\_\_ Day of \_\_\_\_\_ 2019.

**Woodbury Field and Stream Club, Inc.**

By: \_\_\_\_\_ Thomas F. Jefferson \_\_\_\_\_ President  
PO Box 5, Central Valley, NY 10917. Tel: 845-928-3477

**Town of Woodbury**

By: \_\_\_\_\_ Frank Palermo, Supervisor

PO Box 1004, Highland Mills, NY 10930

Tel: 845-928-7578