

## AGREEMENT

This agreement (the "Agreement") is made as of the \_\_\_ day of May 2016 by and between the Town of Woodbury (the "Town") 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 (the "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 the 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 requirements of the Department's officers.

**2. Schedule of Use.** Prior to December 1<sup>st</sup> of the then current year the Department shall provide to the Club a schedule of the Department's proposed dates and usage of the Range for the 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 to the Club the 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 and against any and all claims, injuries, losses, damages, liabilities, fines, causes of action, penalties, judgments, costs and expenses (including reasonable attorneys' fees) which arise out of the Department's participation in the activities permitted hereunder.

**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 one or more counterparts, each of which shall be an original and all of which shall constitute together the same document.

**6. Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement.

**7. Choice of Law; 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.

**In Witness Whereof**, the undersigned have hereunto affixed their signature as of this \_\_\_ day of May 2016.

**WOODBURY FIELD AND STREAM CLUB, INC.**

By: \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

Address (for notice) \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

**TOWN OF WOODBURY**

By: \_\_\_\_\_  
\_\_\_\_\_ its \_\_\_\_\_

Address (for notice) \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_