

AGENDA
Town of Lockport Board Meeting
June 05, 2013

PLEDGE OF ALLEGIANCE

PRESENTATION: 2013 Outstanding Youth Award – Katie Britt

PUBLIC COMMENTS

BUSINESS MEETING:

1. Approval of Minutes of Town of Lockport Board Meetings on 05/06/13, 05/08/1 and 05/22/13.
2. Approval of payment of bills.
3. Communications.
4. Building Inspector's Report.
5. Supervisor's Monthly Financial Report,
6. Resolution to approve a contract with Gothic Hill Golf Course to provide golf lessons for Town youth in the summer of 2013.
8. Town Board Comments.
9. Supervisor's Comments
10. Adjournment.

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2013 by and between **GOTHIC HILL GOLF COURSE, INC.**, of 5477 Niagara Street Extension, Lockport, New York, hereinafter referred to as "Gothic Hill Golf Course" and the **TOWN OF LOCKPORT, ON BEHALF OF THE TOWN OF LOCKPORT RECREATION COMMISSION**, hereinafter referred to as "Commission".

WHEREAS, Gothic Hill Golf Course has made a proposal to the Commission to provide accommodations for golf lessons at its premises for the 2013 golf season, upon certain terms and conditions; and

WHEREAS, the proposal has been reviewed by the Commission which has recommended acceptance.

NOW, THEREFORE, it is duly agreed by the parties as follows:

1. That Gothic Hill Golf Course, Inc. shall accept passes as provided through the Town newsletter, as distributed by the Town Clerk's Office, or as printed from the Town of Lockport website (www.elockport.com) for discounts in the amount of \$5.00 off the price of golf lessons for pass holders from 9:00 a.m. to 11:00 a.m. on Wednesdays between Wednesday, June 26, 2013, and Wednesday, August 21, 2013.

2. Upon returning the passes collected to the Town Clerk, together with an executed Town Voucher, the Town shall reimburse Gothic Hill Golf Course in the amount of \$5.00 per pass collected with the name and address of the Town participant and date of lesson.

3. Lessons will be approximately 2 hour lessons and will begin daily at approximately 9:00 a.m.

4. Children receiving lessons must be a minimum of six (6) years of age and a maximum of twelve (12) years of age.

5. Cancellation and/or rescheduling of lessons due to weather, emergency, etc., shall be at the sole discretion of Gothic Hill Golf Course.

6. Gothic Hill Golf Course agrees to provide staff and supervisory personnel during the periods covered by this Agreement. The Town of Lockport shall have no obligation other than payment pursuant to Paragraph 2 of this Agreement.

7. All policies, rules and regulations of Gothic Hill Golf Course shall apply to the use of said premises and enforcement shall be the sole responsibility of Gothic Hill Golf Course.

8. It is understood and agreed that Gothic Hill Golf Course is an independent contractor and assumes full responsibility for the safety of all persons using the premises pursuant to this Agreement.

9. Gothic Hill Golf Course shall indemnify and save harmless the Town of Lockport for and against any and all claims, liability, damages, cause of action, suits, penalties or judgments arising from injury to any person or property or from loss of life or property sustained by anyone in or about the property of Gothic Hill Golf Course pursuant to the terms of this Agreement.

10. Gothic Hill Golf Course agrees that it will have liability insurance in the minimum amount of \$1,000,000.00 per occurrence to protect both itself and the Town of Lockport and members of the Recreation Commission of said Town of Lockport from any action brought as a result of injury or damage sustained which arises from activities under this Agreement. The Town of Lockport will be a named additional insured on the policy.

GOTHIC HILL GOLF COURSE, INC.

By: _____

Virginia A. Miller

**TOWN OF LOCKPORT, ON BEHALF
OF THE TOWN OF LOCKPORT
RECREATION COMMISSION**

By: _____

Marc R. Smith, Supervisor