

TOWN OF DRYDEN
Dryden Area Intergenerational Band and Chorus
AGREEMENT

AGREEMENT, made by and between the TOWN OF DRYDEN, a municipal corporation of the State of New York, 93 East Main Street, Dryden, New York, hereinafter referred to as the "TOWN," and The Dryden Area Intergenerational Band and Chorus hereinafter referred to as the "DAIB&C"

W I T N E S S E T H

WHEREAS, the TOWN has awarded the DAIB&C the amount of \$500.00

WHEREAS, the DAIB&C had agreed to continue its 20+ year tradition of providing an intergenerational music program for residents of the Dryden Area, including practices and concert performances

WHEREAS, the TOWN wishes to sponsor in part this program as part of its comprehensive recreation offerings.

NOW, THEREFORE, in consideration of the promises covenants and agreements contained herein, the parties agree as follows:

1. The term of this agreement is from April 1, 2018 through December 31, 2018
2. The DAIB&C agrees that it will provide services and programs as summarized in the attached schedule (2018 schedule), as well as monthly planning meetings during the year.
3. The DAIB&C agrees to acknowledge sponsorship in part on all printed materials, to include: posters, e-mail, website, mailings, press releases, social media postings, etc.
4. The TOWN agrees to pay to the DAIB&C, or its vendors/service providers, up to \$500.00 for the services and programs specified in the attachment. Payment shall be made based upon receipt of a signed voucher, which is available from the TOWN at 93 East Main Street, Dryden, New York 13053.
5. The DAIB&C agrees that the TOWN shall be under no obligation to pay any bill, invoice or voucher submitted by the DAIB&C or its vendors/service providers after December 31, 2018.
6. The DAIB&C shall defend, indemnify and hold harmless the TOWN and its officers, employees, agents and elected officials from and against any and all claims and actions brought against the TOWN and its officers, employees, agents and elected officials for

injury or death to any person or persons or damage to property arising out of the performance of this contract by the DAIB&C, its employees, contractors, subcontractors or agents with the exception of all actions and claims arising out of the negligence of the TOWN.

7. The DAIB&C certifies to the TOWN that the programs and services to be provided and described herein are accessible to the handicapped and will be provided to all persons eligible for the same in accordance with all applicable codes, rules, regulations, and statutes pertaining thereto and specifically all such persons who shall be residents of the TOWN.
8. The TOWN will help advertise this music program by inclusion in the Recreation Department's Spring and Summer program guides, and in any electronic communications prior to the start of DAIB&C's season and end of season concerts.
9. The DAIB&C will provide an end of season summary to be submitted and distributed to the TOWN supervisor and board members.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

DATED: _____

Supervisor
Town of Dryden

DATED: _____

DAIB&C Officer

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Federal ID Number