

Agreement for Facilities Use between The Town of Richmond and Umiak, Ltd.

This Agreement is entered into by the Town of Richmond, Vermont, a municipal corporation having its situs in the County of Chittenden, State of Vermont (the “Town”) and Umiak, Ltd. a Vermont for-profit corporation with its principal office located in the Town of Stowe, County of Lamoille, State of Vermont (“Umiak”), and is effective this ___ day of _____ 2024.

WHEREAS Umiak donated a ladder to the Town for the purpose of providing a convenient exit from the Winooski River to a Town park for recreationalists enjoying the Winooski River (the “Ladder”); and

WHEREAS Umiak has a business providing recreational tours of the Winooski River by tube, rafts and other watercraft; and

WHEREAS the Town has installed and secured the Ladder on the bank of the Winooski river providing an exit from the Winooski River leading to a Park owned by the Town; and

WHEREAS Umiak seeks the Town’s permission to utilize the Town’s Ladder to provide an exit from the Winooski River for its patrons on recreational tours of the Winooski River; and

WHEREAS the Town is willing to grant permission for Umiak to so utilize the Town’s Ladder pursuant to the terms and conditions of this Agreement;

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is acknowledged by the Town, and in exchange for the mutual promises provided herein, the Town and Umiak hereby agree as follows:

I. TERM AND TERMINATION

- a. This Agreement shall be for one year from the effective date of this Agreement and shall automatically renew each year after year with the same terms each year unless sooner terminated or amended by either party in conformance with this Agreement.
- b. The amount of the fees to be paid each year may be modified by the Town by providing written notice to Umiak of the change in fees required to continue the contract at least 180 days prior to the next renewal date.
- c. This Agreement may be terminated by either party, with or without cause, by the terminating party providing written notice to the other party at least 180 days prior to the date of anticipated termination.

II. FEES AND COSTS

- a. In consideration for use of the Ladder by Umiak and its patrons, and the increase of wear and tear on the Ladder due to such use, Umiak shall pay an annual fee of \$500.
- b. The first annual payment shall be due upon Umiak’s execution of this agreement.
- c. The Town shall be responsible for the regular maintenance of the Ladder; however, Umiak shall be responsible for paying for the repair, replacement, and/or reinstallation of the Ladder

if Umiak or its patrons cause damage to the Ladder beyond normal wear and tear. Umiak agrees that it will immediately notify the Town of any damage to the Ladder by contacting the Town's Town Manager and Umiak shall refrain from further use of the Ladder by it or its patrons until the Ladder is no longer damaged and the Town has notified Umiak that it may resume its use of the Ladder. If the damage to the Ladder is beyond normal wear and tear and was caused by Umiak or its patrons, the Town may retract and withhold its permission, conditionally granted by this Agreement, to use the Ladder until Umiak has paid for the repair, replacement, and/or reinstallation of the Ladder.

III. PERMITTED USE

- a. Umiak shall itself, and require its patrons, use the Ladder only for its intended purpose of exiting the Winooski River to access the Town's park and trails.
- b. Umiak shall itself, and require its patrons, refrain from using the Ladder as a platform to jump off of, horseplay on, or use for any purpose other than to carefully exit the Winooski River and access the Town's park and trails.
- c. Umiak shall notify the Town Manager immediately of any observation that the Ladder is or may be damaged and shall refrain from using the Ladder until the Town confirms that the Ladder has been made structurally sound.

IV. INDEMNIFICATION AND INSURANCE

- a. This Agreement is contingent upon Umiak, upon signing this Agreement, providing proof of a comprehensive general liability insurance policy covering its activities involving the Ladder with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) in the aggregate. Said policy shall name the Town as an additional insured on the policy.
- b. Umiak agrees to indemnify, defend, save, and hold harmless the Town including its employees, officers, agents and volunteers against and from all liabilities, obligations, damages, costs, expenses (including reasonable attorney's fees and court costs) causes of action, claims or judgments, which may be imposed upon or incurred by or asserted against the Town occurring during or after the term of this Agreement and arising out of the use of the Ladder by Umiak or its patrons.

V. CONFORMANCE WITH THE LAW

Umiak agrees that Umiak will abide by and conduct its affairs in accordance with this Agreement, and all laws, rules, regulations, and ordinances. Umiak shall not engage in or allow any illegal activity to occur on any Town property, Town trail, or Town right-of-way.

VI. INTERPRETATION

This Agreement has been negotiated by the parties hereto. The parties represent and warrant to one another that each has individually, or through legal counsel, actively participated in the finalization of this Agreement, and in the event of a dispute concerning the interpretation of this Agreement, each of

the parties hereby waives any argument involving the doctrine that an ambiguity should be interpreted against the party which has drafted the document.

VII. ENTIRE AGREEMENT

This Agreement, together with any exhibits or addenda annexed hereto, is the sole and complete expression of the parties' intent with respect to the subject matter hereof. All prior agreements, whether oral or written regarding the use of the Ladder are superseded and void. This Agreement, excluding the amount of fees to be paid which may be amended through the written notice described in Section I(b) above, may only be amended or modified by a writing countersigned by authorized representatives of each party.

By signing this Agreement, the individuals below represent that they are duly authorized to sign this Agreement on behalf the governing body of the party for which the individual has signed this Agreement.

Town Manager

Duly Authorized Agent of Umiak, Ltd.