

**Inter-Municipal Agreement
By and between
Ballston Spa Central School District
And
Village of Ballston Spa, New York**

AGREEMENT this 17th day of December 2025 by and between the Ballston Spa Central School District, hereinafter referred to as "District", with its principal business address at 70 Malta Avenue, Ballston Spa, New York 12020 and the Village of Ballston Spa with a business address at 66 Front Street, Ballston Spa, NY 12020 hereinafter referred to as "Village". The District and the Village may hereinafter be collectively referred to as "the Parties."

WHEREAS, the Village sponsors an ice skating program each winter and wishes to locate the ice rink on District owned property at Eastern Avenue; and,

WHEREAS, children who utilize the Village's ice skating program are students of the District, who benefit from the program; and,

WHEREAS, consistent with prior informal agreements, the District is willing to allow the Village to use a designated area of District property located in proximity to the Ballston Area Recreation Commission headquarters between Eastern Avenue and Hyde Boulevard, including the use of the building thereon for warming hut purposes (the "Property") during the 2025-2026 school year, for the purpose of having its ice skating program; and,

WHEREAS, the parties understand that the Village will be building an ice skating area on the Property, to be utilized as early as December 2025 and ending no later than March 15, 2026, which the Village agrees it is its sole responsibility to maintain the premises and supervise those entering onto the premises for the purpose of utilizing the skating area built by the Village; and,

WHEREAS, the parties have discussed and agreed on the following terms and conditions for such Agreement,

IT IS THEREFORE AGREED:

1. Use of Property

The Village shall have the right to use a designated area of District property located in proximity to the Ballston Area Recreation Commission headquarters between Eastern Avenue and Hyde Boulevard, including the use of the building there for warming hut purposes. The Village shall maintain the Property and provide supervision to all entering and using the skating area and warming hut.

2. Insurance

The Village agrees to add the District as an Additional Insured on its general liability insurance policy for the 2025-2026 school year. Proof of this insurance will be provided by the Village to the District in the form of a Certificate of Insurance.

3. Indemnification

The Village shall defend, indemnify and save harmless the District, its employees and agents from and against all claims, damages, losses and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the Village, its employees or agents, based upon the terms set forth in this Agreement. The District shall defend, indemnify, and save harmless the Village from and against all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of, or in consequence of, any negligent or intentional act or omission of the District, its employees or agents, based upon the terms set forth in this Agreement.

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4. Assignment

The Village is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement and its obligations thereunder without the prior written consent of the District.

5. Term

The term of this Agreement is for the 2025-2026 school year as set forth in more detail above. Either party may terminate this Agreement upon 30-day's notice, in writing, to the other party, addressed to the chief executive of the other party. This Agreement may be renewed on an annual basis by the parties.

6. Approval

This Agreement is subject to approval by the District's Board of Education and the Village Board of Trustees.

IN WITNESS WHEREOF, an authorized representative of each party hereto has executed this AGREEMENT on the day and year written below.

By: _____
Ballston Spa Central School District

Jason Fernau

Date:

By: _____
Village of Ballston Spa

Frank Rossi Jr.

Date: