

**HOOKSETT SUMMER PROGRAM AGREEMENT
BETWEEN
TOWN COUNCIL OF
HOOKSETT, NEW HAMPSHIRE
AND
THE GRANITE YMCA,
YMCA ALLARD CENTER
GOFFSTOWN, NH
SUMMER 2019**

WHEREAS, the Town of Hooksett, Town Council located in Merrimack County, state of New Hampshire, is desirous of having a summer recreational camp program for Hooksett residents' children, and

WHEREAS, The YMCA Allard Center (hereinafter called "the Provider"), with a principle place of business located at 116 Goffstown Back Road, Goffstown, NH, is desirous of providing such service,

WITNESS that:

- I.** The central goal of this program is to provide nine (9) weeks (Monday, June 24, 2019 – Friday, August 23, 2019) of a safe, quality summer recreational camp for Hooksett children, ages 5 through 13 in response to a stated need by the Hooksett Recreation Department and Town Councilors.
- II.** The Provider has been selected to operate and manage this summer program with the permission and support of the Hooksett Town Council. The YMCA Allard Center, a branch of The Granite YMCA, will be the managing partner responsible for the promotion, registration, organization and day to day oversight of The YMCA Day Camp of Hooksett. With the Hooksett Town Councilors' supporting the promotion and registration process at designated times within the Hooksett community, in order for families to register for the summer camp, in addition to online methods established and communicated by the Provider.
- III.** The Hooksett Town Council will make dedicated space at the 35 Main Street Town Hall Recreational facilities available for this program, June 24 through August 23, 2019, between the hours of 8:00 AM – 4:00 PM, Monday through Friday. During before and after camp hours 7:30-8:00 AM and 4-5:30 PM, the Provider is agreeable to sharing fields, courts and playground spaces with non-camp participants. The Provider will require access to all designated camp indoor and outdoor spaces at least two weeks prior to the camp opening date to install, set-up, and prepare spaces for campers and for staff training. Provider also requests two nights for camp open house in the spring for parent Q & A and registration information as well as a night in July and August for Camp Family and Character Recognition nights. The Provider will not be required to pay for use of these facilities, nor be required to pay for necessary janitorial or landscaping in order to use these spaces.
- IV.** The premises for the summer program are made available to Provider and will be maintained by the same in a neat and clean condition during camp hours. All maintenance relating to the building or individual rooms within the building, daily thorough sanitation of restrooms, fieldwork and mowing will be the responsibility of the Town of Hooksett Town Council. Any and all utility expenses incurred at the premises during this Agreement will be the sole responsibility of the Town of Hooksett.
- V.** The Provider shall schedule and supervise the daily day camp experiences, a weekly specialty theme day, and at least one weekly field trip. All costs associated with these trips and activities, will be the costs of the Provider including the transportation costs.
- VI.** It is the sole responsibility of the Provider to handle all administrative duties related to the program enrollment, including but not limited to: the registration process, health forms, accounts receivable, payroll, confirmation communications and rosters. The Hooksett Town

Council will make available the mailing/contact list of the previous year's campers and addresses for Hooksett residents with school age children.

VII. The Provider will collect a one-time \$30 registration fee and a weekly resident fee of \$175.00 for the first enrolled child and \$160 for each additional family sibling for each of the weeks enrolled. Non-resident youth will be charged the same registration fee as residents, a \$195 weekly rate for the first child and \$180 for additional siblings. The Town of Hooksett will provide \$20,000 additional funding to assist Hooksett families in need of financial assistance to attend the summer camp program. Monies collected by the Provider from this registration and weekly fee process will serve as the remuneration for services provided to coordinate, staff, manage and operate the 2019 Hooksett Summer Camp.

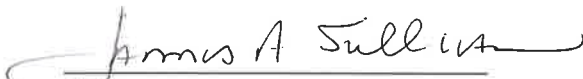
VIII. The Hooksett Town Council agrees to provide \$25,000 for necessary equipment and program supplies to provide a safe and enjoyable day camp experience for the youth of Hooksett. The Provider will present the list of proposed equipment purchases. The equipment purchased will be owned by the Town of Hooksett.


IX. The Provider shall maintain general liability and workers compensation insurance for the premises, operations and all Provider employees at all times during the terms of this Agreement. The Town of Hooksett shall be named additional insured on the Provider's general liability policy. The Provider will not be responsible for the negligence of the Town of Hooksett which may cause bodily injury, property damage or advertising injury.


X. The Town of Hooksett Town Council and their representatives retain the right to enter and inspect the premises, as they deem appropriate at any time, with or without notice.


XI. This Agreement constitutes the entire Agreement between the parties and supersedes all prior other Agreements or understandings, written or oral, prior to the signing of this document. This Agreement can only be amended through written Addendum and no oral understanding will be valid and enforceable until agreed to in writing.

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of February 2019, in the presence of


Town of Hookset Councilor
Or their appointee


Town of Hooksett
Business Manager
ACTING TOWN ADMINISTRATOR


Thomas Archer
VP of Camping Services
The Granite YMCA


Bob McKenney
Executive Director
The YMCA Allard Center