

**AGREEMENT FOR THE TRANSFER OF
THE FIND ELLENVILLE WEBSITE (findellenville.com)**

THIS AGREEMENT FOR THE TRANSFER OF THE FIND ELLENVILLE WEBSITE (findellenville.com) (the “Agreement”), is entered into by and between the **ULSTER COUTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**, a local development corporation formed under the laws of the State of New York, with offices at 244 Fair Street, Kingston, New York 12401 (the “UCEDA”), and the **VILLAGE OF ELLENVILLE**, a village incorporated under the laws of the State of New York, with its offices at Village Hall, Government Center, 2 Elting Court, Ellenville, New York 12428 (the “Municipality”) (each referred to as a “Party;” together, the “Parties”).

WITNESSETH

WHEREAS, UCEDA is the owner of the internet website known as “findellenville.com” (“the Website”); and

WHEREAS, UCEDA has maintained the Website through the marketing services of various vendors who have been paid from the Tourism and Marketing component of the Ellenville Million program; and

WHEREAS, UCEDA has paid the marketing firm of BBG&G approximately \$8,100.00 for the creation of the website in 2016; and has thereafter paid the marketing firm of Cubic, Inc. approximately \$5,000.00 to maintain the website through October of 2019; and

WHEREAS, the Ellenville Million program will expire on August 31, 2019 and all funds under said program will be extinguished; and

WHEREAS, the Website has proven to be a successful tool in promoting the Ellenville and Wawarsing areas of Ulster County by attracting visitors and new homeowners to the area; and

WHEREAS, the Municipality is desirous of gaining control and maintenance of the Website in order to continue with the success created by the Website together with all social media associated therewith; and

WHEREAS, the UCEDA and the Municipality now desire to enter into an agreement for the transfer of the Website to the Municipality together with all rights, title and interest in and to the website including all social media associated therewith subject to the terms and conditions of this Agreement; and

WHEREAS, the County and the Municipality have reached an agreement as to the terms and conditions and by this Agreement memorialize their understandings, expectations, and representations as to their agreement; and

WHEREAS, the respective governing bodies of the UCEDA and the municipality have approved the actions set forth in this Agreement and have approved the execution thereof by their appropriate representatives;

NOW, THEREFORE, in consideration of the mutual promises and the covenants hereinafter set forth, the UCEDA and the Municipality agree as follows:

- 1) The UCEDA shall transfer to the Municipality all rights, title, and interests to the Website and social media associated therewith;
- 2) The Municipality shall assume all responsibilities associated with the Website, including but not limited to routine maintenance, content updates, optimization, and costs for service during the life of the Website.
- 3) The Municipality shall defend, indemnify and hold harmless the UCEDA, including its officials, employees and agents, against all claims, losses, damages, liabilities, costs or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Website and social materials associated therewith. The Municipality agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or suits at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claims, demands, or suits are groundless, false, or fraudulent.
- 4) Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party (i) for the Party's convenience, or (ii) upon the failure of the other Party to comply with any of the terms or conditions of this Agreement.
- 5) No changes, amendments, or modifications of any of the terms and/or conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties to this Agreement.
- 6) Except as expressly provided otherwise in this Agreement, all notices given to any of the Parties pursuant to or in connection with this Agreement will be in writing, will be delivered by hand, by certified or registered mail, return receipt requested, or by Federal Express, Express Mail, or other nationally recognized overnight carrier. Except where

otherwise specifically defined within this Agreement, notices will be effective when received. Notice addresses are as follows:

Municipality:

Village of Ellenville
Attention: Mayor Jeffrey Kaplan
Village Hall, Government Center
2 Elting Court
Ellenville, New York 12428

UCEDA:

Ulster County Economic Development Alliance, Inc.
Attention: Suzanne Holt, President & CEO
244 Fair Street, P.O. Box 1800
Kingston, New York 12402 -1800

Any communication or notice regarding indemnification, termination, litigation, or proposed changes to the terms and conditions of this Agreement will be deemed to have been duly made upon receipt by both the Ulster County Economic Development Alliance, Inc. and the attorney for the Ulster County Economic Development Alliance, Inc. at the addresses set forth herein, or such other addresses as may have been specified in writing:

Mailing Address:

Ulster County Office of
Economic Development Alliance
Attention: Jennifer Clark, Esq.
Post Office Box 1800
Kingston, New York 12402

Physical Address:

Ulster County Office of
Economic Development Alliance
Attention: Jennifer Clark, Esq.
244 Fair Street, 5th Floor
Kingston, New York 12401

Either Party may, by written notice to the other Party given in accordance with the foregoing, change its address for notices.

- 7) This Agreement is governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to enter into this Agreement as of the dates set forth below.

**ULSTER COUNTY ECONOMIC
DEVELOPMENT ALLIANCE, INC.**

VILLAGE OF ELLENVILLE

By: _____
NAME: _____
TITLE: _____
DATE: _____

By: _____
NAME: _____
TITLE: _____
DATE: _____