

NOTICE TO BIDDERS

UPPER MOHAWK VALLEY MEMORIAL AUDITORIUM AUTHORITY REQUEST FOR PROPOSALS FOR NAMING RIGHTS TO THE UTICA MEMORIAL AUDITORIUM

The Upper Mohawk Valley Memorial Auditorium Authority (“Authority”) hereby gives notice of the following:

The Authority is requesting proposals from parties that are interested in Naming Rights to the multi-purpose arena currently known as the “Adirondack Bank Center at the Utica Memorial Auditorium”, located at 400 Oriskany Street West, Utica, New York 13502 (“the Aud”). The Aud is a 4,000 seat sports arena, with a capacity of 5,700 for concerts. The Aud is a National Historic Civil Engineering Landmark that opened in 1960. It is the home of the Utica Comets (AHL), Utica City Football Club (MASL), Utica University Pioneers ice hockey, Utica Jr. Comets (USPHL) and hosts concerts, rodeo, graduations and other events throughout the year. It recently hosted the IIHF Women’s World Championships, World Lacrosse Box Championships, NCAA Men’s Division III Frozen Four and USPHL National Championship, and is connected by covered walkway to the 170,000-square foot Utica University Nexus Center, which includes three playing surfaces and plays host to athletic events and tournaments throughout the year.

Sealed proposals will be received by the Authority until 12 p.m.
August 12, 2026.

You may email the Authority to receive more detailed information regarding the form of response to this RFP, or if you have any other questions regarding the Naming Rights, to kmartinlaw@gmail.com, “attn: Kevin Martin”. The Authority anticipates that the successful bidder will enter into an agreement for a minimum period of ten (10) years with additional five-year options for the Naming Rights, and will provide information regarding the handling of signage at the Aud.

Four (4) sealed copies of the written proposal are to be submitted to:

Shawn Weiman, Chairman
Upper Mohawk Valley Memorial Auditorium Authority
400 Oriskany Street West
Utica, NY 13502

Mark the following on the outside of the envelope:

RFP #2026-1

Due date: August 12, 2026 by 12:00 p.m.

Naming Rights to the Adirondack Bank Center
at Utica Memorial Auditorium

Attach Exhibits "A" and "B": Identification Form and Non-Collusive Bid

Certification Date: July 15, 2026

By Order of the Board of Directors of the Upper Mohawk Valley Memorial Auditorium Authority, 400 Oriskany Street West, Utica, New York 13502.

The Upper Mohawk Valley Memorial Auditorium Authority ("Authority") desires to obtain a vendor to perform duties as outlined in the RFP below. Your response should include the following, if applicable, along with items in Section 2 of the RFP:

1. Firm's background and brief outline of financial qualifications to enter into a naming rights agreement.
2. Any experience or other relevant information relating to naming rights for a major public building that would distinguish your firm.
3. Past experience with the Authority and/or affiliates.
4. Length of naming rights agreement desired, total fee proposed for receiving naming rights.
5. Disclosure of any present employees who were former Authority or Mohawk Valley Garden employees one year prior to the date of this RFP. Include the name of each person, the title of each person and the department for which he or she worked.

RFP #2026-1
SECTION 1 - PURPOSE

1. General Information

The Upper Mohawk Valley Memorial Auditorium Authority ("the Authority") desires to procure an agreement with a qualified bidder ("Respondent") for Naming Rights for the Adirondack Bank Center at the Utica Memorial Auditorium ("the Aud") for an initial ten-year term, with the right to renew the agreement for a second five-year term or more. The Respondent should list pricing for the initial term and may list pricing for the renewal term(s). The Authority will consider other initial or renewal terms for a Naming Rights agreement. The Respondent will be responsible for removing current signage and the cost of new signage.

This document includes RFP information, Project Information, Proposal Requirements and instructions.

2. Background

The Utica Memorial Auditorium was built by the City of Utica in 1959 on the site of the old Erie Canal on land donated by the State of New York. Dedicated to the memory of area veterans and the wars in which they served, it was, at the time, one of only three arenas worldwide that had completely unobstructed views. Madison Square Garden in New York City is modeled after the Aud.

In 1996, the Aud was sold by the City of Utica to the Authority, which was created by the New York State Legislature, and which brings affordable sporting events and entertainment to the Mohawk Valley. The Auditorium hosts concerts, sporting events and family shows and is currently host to the Utica Comets AHL hockey franchise, Utica University Pioneers men's and women's ice hockey teams, Utica City Football Club, and Utica Junior Comets Junior "A" hockey team. Approximately 225,000 individual tickets are sold to events annually at the Auditorium. The Utica Comets, Utica University Pioneers Hockey teams, Utica City Football Club and Auditorium web sites have hits in excess of 3,000,000 annually. The Aud recently hosted the IIHF Women's World Championships, World Lacrosse Box Championships, NCAA Men's Division III Frozen Four and USPHL National Championship, and is connected by covered walkway to the 170,000-square foot Utica University Nexus Center facility, which includes three playing surfaces and plays host to athletic events and tournaments throughout the year. Nexus draws over 360,000 additional visits per year. Traffic counts in front of the Aud are

estimated to be 50,000 daily on average. There are also significant media impressions on a paid and unpaid basis that mention the Aud.

The Aud has seating capacity of 4,000 configured for hockey or indoor soccer, and up to 5,700 seating capacity configured for concerts. The Aud is utilized for ice hockey, box lacrosse, soccer, and any other field sport that can be performed on an indoor playing surface. The Aud includes playing surfaces, locker rooms, office space, retail space, food and beverage services, and multi-purpose training space. The Aud and related events generate significant media reporting and social media imprints. It is also well placed at the intersection of, and visible along, State Routes 5 and 12 and is visible from the New York State Thruway.

3. Procurement Process

The Authority desires to enter into an Agreement for the Naming Rights to the Auditorium through a competitive selection process as follows:

- Respondents are to submit four (4) copies of their Proposals to Shawn Weiman, Chair, Upper Mohawk Valley Memorial Auditorium Authority, 400 Oriskany Street West, Utica, New York 13502, no later than 4:00 PM on August 15, 2026.
- The Authority will review and evaluate the proposals submitted in accordance with the criteria stated in this RFP.
- Based on the evaluations described above, the Authority Board will select qualified Respondent(s) for clarification and negotiation. A recommendation of award will then be made for a vote by the full Authority Board. Following the recommendation, the Authority Board will consider an award of an Agreement to the successful Respondent to the RFP.
- The Authority reserves the right to reject any and all proposals and to require additional information and commitments as a result of the negotiations.
- The Authority reserves the right to waive any informalities and to disregard all nonconforming, non-responsive or conditional proposals.
- The Authority will only sign an Agreement with primary bidders. Brokers and consultants will not be considered qualified Respondents.

- The Authority does not discriminate because of race, creed, color, national origin, sex, age, disability or marital status. All qualified Respondents will be afforded equal opportunities without discrimination.

Project Purpose

The purpose of this Request For Proposals (RFP) is to identify and select a company that will sign an agreement for a minimum of ten (10) years with options to renew for additional five (5) year periods for Naming Rights to the Aud, taking into consideration business, financial and technical factors such as revenues to the Authority, plan for signage installation (and associated removals of any existing signage), local economic benefits, long-term commitment to the community and other factors as deemed appropriate by the Authority. Other initial and renewal terms will be considered.

SECTION 2: QUALIFICATION AND REQUIREMENTS OF RESPONDENT:

Provide a statement of Respondent qualifications including:

1. Provide the name, a brief history and description of your firm. Include your firm's most recent annual report.
2. Identify your firm's staff member who would be working with and coordinating marketing and advertising activities with the Authority during the term of the contract.
3. Provide the name and title of person(s) authorized to bind the Respondent, together with the main office address, and telephone number (including area code).
4. Provide your firm's ability to enter into an agreement under this RFP, including applicable history, capacity and financial strength.
5. Respondent shall submit any details of similar projects including name, addresses and telephone numbers.
6. Provide any additional information that would distinguish your firm in its relationship to the Authority and the Mohawk Valley Community.
7. Respondent shall include all completed attachments and forms required with their proposal.
8. Respondent shall provide, at no cost to the Authority, financial information that

will assist the Authority's evaluation of the Respondent's financial solvency and ability to fulfill any future Naming Rights agreement.

9. In addition, the Authority may make such investigations it deems necessary to determine the ability of the Respondent to perform financially. The Respondent shall furnish to the Authority, within five (5) days of a request, all such information and data for this purpose as may be requested. The Authority reserves the right to reject any Proposal if the information submitted by, or investigation of, such Respondent fails to satisfy the Authority that such Respondent is properly qualified to carry out the obligations of the agreement contemplated herein.

SECTION 3: SCOPE OF SERVICES:

1. The Naming Rights entitles the Respondent to name the Aud with a name chosen by the Respondent, with the understanding that the Authority shall have ultimate approval of any name change, and that the Aud is a war memorial. A name such as "The [Company Name] Center" or "[Company Name] Auditorium" would likely be approved by the Authority. Pre-approval of any name requested by Respondent will be required by the Authority as part of any agreement under this RFP. In addition, although it is currently known as the Adirondack Bank Center, the Aud is officially known as the Adirondack Bank Center at the memorial Auditorium. The Respondent will have the non-exclusive right to place its name on existing external and internal signage of the Aud facility only, but not including current contracted naming for the AIS Suites, Labatt Blue Entrance or Steet Ponte Entrance, and any other entrance or other similar naming rights agreements entered into in the future. Signage will include, but not be limited to, the exterior of the facility, interior signage, street signage, directional signage and highway signage. The color scheme of the interior, fonts and other similar features may be prepared to reflect the Respondent's branding subject to Authority approval, which will not be unreasonably withheld. The location of the exterior signage, and all materials and exterior signage, including installation, as needed to complete the naming of the Aud will be subject to approval by the Authority, but the cost of the same, including the removal of any existing signage, will be the responsibility of the Respondent. All future sign changes or placements must be approved by the Authority and be in accord with any and all structural requirements, municipal approvals, zoning and building code requirements.
2. The Authority shall provide routine maintenance and bulb replacement for signs that are located on the exterior of the building. All other signs inside the facility, once installed, are the responsibility of the Authority.
3. The Respondent shall be responsible for payment for removal of signage at

the end of any agreement, if Respondent defaults in the initial term, or does not exercise its option to renew this Agreement for a five-year renewal term.

4. Respondent will be responsible to work with, and possibly compensate, the New York State Department of Transportation, Oneida County or the City of Utica to change signs on roads and highways under their jurisdictions. The Authority makes no representations concerning the requirements of such work.
5. The Naming Rights under this RFP will include the following items:
 - Building Name and Signage prominently displayed on three sides of the Aud exterior.
 - All Aud stationary, marketing, advertising, social media and digital platforms.
 - Ticket envelope and ticket stock branding.
 - Use of Aud rent free 1x per calendar year-(exception on paid ticket events
 - Digital Advertising (Facebook, Twitter, Website)
6. Respondent's name shall appear on printed materials (letterhead, fax documents, business cards, brochures, etc.), press releases, radio and television advertising, website, all billboard advertising, and computer printed event tickets.
7. Respondents are encouraged to offer and shall describe additional promotional advertising opportunities that may include additional revenue or marketing benefits, which support Auditorium attendance or attendees.
8. Respondents shall address their marketing and public relations program to promote the new facility name locally, regionally and nationally.
9. Respondents shall state their objectives and strategy to introduce, build and increase awareness of the facility's new name.
10. Respondents shall describe their strategy to ensure a complete and integrated use of the new name on the established date.
11. Respondents shall describe any programs that they believe will create excitement, enthusiasm and promote goodwill by reaching out to the local and regional community.
12. The Agreement is limited to the Aud facility as it exists at the time of bidding. The Authority reserves the right to re-negotiate the compensation requirements in the event additional rinks or major construction occurs within or without the facility; in the event the parties are unable to agree on compensation, the Authority reserves the right to cancel the Agreement without further obligation.

13. The Authority reserves the right to sell or lease all or a portion of the facility during the term of the Agreement.
14. Respondents that seek to have Aud ushers, security, maintenance and other staff display company logo or name on their clothing, uniforms or event attire will be responsible to provide such clothing, uniforms or attire and should address the same in their responses.

SECTION 4: TERM OF CONTRACT:

1. The contract period shall be a minimum of ten (10) years, beginning on or about October 1, 2026, with options to renew for five (5) year intervals. Proposals should address the compensation amounts to the Authority for the renewal period. Other initial or renewal terms will be considered.
2. The successful Respondent shall execute an agreement with the Authority no later than October 1, 2026 that will be in substantial conformance with this RFP, Respondent's Proposal, and any applicable Federal, State or Local law, rule or regulation.

SECTION 5: REVENUE PROPOSAL:

1. Submit a revenue proposal for the naming rights for each year of the agreement, which contemplates a five-year initial term and an option to renew for an additional five years or more.
2. Provide any other relevant information that will assist the Authority in evaluating your Proposal.

SECTION 6: PROPOSAL SUBMISSIONS:

1. In order for the Authority to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the Respondent, address, telephone number and contact person.

SECTION II:

Qualification/Experience - The Qualification/Experience section must address Respondent's qualifications to perform the Proposal, inclusive of, but not limited to:

qualification to do business in NYS, number of years in business, experience with similar projects, financial viability and community

involvement.

Resumes - Resumes of professional staff members who may be involved in the Authority engagement may be included in this section.

SECTION III:

References - The References section may include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the Respondent's plan to carry out the requested service.

SECTION V:

Revenue Proposal Section - The Revenue Proposal Section must include all revenue associated with the proposer's plan. .

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate and Firm Name Information page.

2. Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Respondent does so in writing directed to the Authority Chair, otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 7 - SELECTION PROCESS

1. The Authority will evaluate Respondent's proposal(s) based upon the following approximate weighting: total compensation 60%, demonstrated ability and financial solvency 25% and ability to assist in improving the Auditorium's facility, reputation, traffic, revenues 15%. From the group of Respondents, the Authority will consider the selection of a Respondent(s) with whom to conduct contract negotiations. A recommendation of award will then be made to the Authority Board.
2. The Authority expects that proposals receiving favorable evaluation will serve as the basis for follow-up, multi-stage discussion and negotiation between Respondent and the Authority. Upon agreement by the Authority and the successful respondent, terms of the proposal may be incorporated into one or more contracts, including but not limited to a contract with the Authority for the Naming Rights.

3. Prior to construction of any signage at the Aud, the Authority may be required to apply for and receive a permit from the City of Utica, County of Oneida or State of New York. The successful Respondent must bear the cost of preparing any such permit applications, if any, and providing the required design and engineering plans to be submitted by the Authority, unless otherwise agreed to by the Authority. The successful Respondent will be required to meet all applicable local, state and federal requirements.
4. For any work on Authority property by Respondent including any facilities and appurtenances that may be constructed on Authority property, the successful Respondent must provide insurance and/or performance bonds as required by law or Authority Policy. Insurance coverage that will be required generally includes the following:
 - a. Workers' Compensation and Employers Liability;
 - b. NYS Disability;
 - c. Comprehensive General Liability covering the Authority as additional co-insured in the amount of \$1 Million each occurrence and \$5 Million aggregate; and
 - d. Comprehensive Automobile Liability.
6. There will be no pre-bid meeting. However, the Authority will provide any requested information it has available and a tour of the site upon request. Interested Respondents are strongly encouraged to familiarize themselves with the site. Any requests for a tour of the site should be directed to the Authority's contact, Rick Redmond, Mohawk Valley Garden Corp., 400 Oriskany Street, Utica, New York, by phone at 315-738-0164.
7. Any questions, clarifications or requests for other information with regard to this RFP, should be directed in writing to the Chair of the Authority and Authority counsel:

kmartinlaw@gmail.com; Sweimann@nunnshme.com

US Mail: Shawn C. Weiman, Chairman, 400 Oriskany Street,
Utica, NY 13502
8. The Authority reserves the right to amend this Request For Proposals without changing the submittal deadline up until ten (10) days before that date. Respondents are required to acknowledge amendments by completing the Amendment Acknowledgement Form(s) provided with each amendment
9. Those submitting Proposals do so entirely at their own expense. There is no express or implied obligation by the Authority to reimburse any firm or

individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested, or for participating in any selection interviews.

10. Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.
11. The Authority reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.
12. Each Proposal must be submitted and signed by an authorized representative of the Respondent.
13. Other than the contact person identified in the Proposal, or their designee, prospective Respondents shall not approach Authority agents or employees during the period of this RFP process about matters related to this RFP or any proposals submitted pursuant thereto.
14. Proposals submitted by Respondents may be withdrawn at any time before the submittal deadline. Once opened, a proposal shall be considered until the Respondent is notified in writing that its proposal has not been chosen for further investigation during initial screening and has been eliminated from further consideration.
15. A notice of award shall not be binding upon the Authority until the contract has been fully executed by both parties.

SECTION 8: ALTERNATIVES:

1. Respondent may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the benefits thereof must be separately stated.

SECTION 9: INDEMNIFICATION:

1. The successful Respondent shall indemnify and hold the Authority, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Authority its officers, agents, and/or employees, arising from the negligence, active or passive, of Respondent, its officers, agents, subcontractors, and/or employees.

SECTION 10: PROPOSAL SECURITY:

1. No proposal security is requested for this Proposal.

SECTION 11: FREEDOM OF INFORMATION LAW:

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Respondents intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the Respondent must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: **“RESPONDENT BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW”**. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

Exhibit "A"

FIRM NAME INFORMATION PAGE

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE:

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

Check one: CORPORATION _____

PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of

New York: YES __ NO ____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE:

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____

Exhibit "B"

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this ____ day of _____,

2026 TERMS ____

FIRM NAME

ADDRESS

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE _____ TEL. NO. _____

Exhibit "C"

Some Basic Contract Provisions For Bidders' Information (not a complete list)

The following clauses are examples of typical contract terms in a final agreement to be negotiated by the parties. Not all clauses may be applicable.

No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding on the Authority.

Respondent shall indemnify and hold the Authority, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Authority, its officers, agents, and/or employees, arising from the negligence, active or passive, of Respondent, its officers, agents, subcontractors, and/or employees.

Respondent shall not commence work under this Agreement, if any, until it has obtained all insurance required under this paragraph and such insurance has been approved by the Authority.

- (a) Compensation Insurance: Respondent shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance for its employees to be assigned to the work hereto under.
- (b) General Liability, Professional (if applicable) Liability, Automobile Liability, Excess Liability and Property Damage Insurance: Respondent shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows:

General and professional (if applicable) liability insurance in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate. Excess Liability at a minimum of \$2,000,000 per occurrence.

Respondent shall ensure all its subcontractors, if any, have obtained all the above insurances.

Respondent shall furnish the above insurances, including subcontractors' insurances, to the Authority and shall also name the Authority as a primary additional insured in said policies.

- (c) Any accident shall be reported to the Authority as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Authority as soon thereafter as possible and not later than three (3) days after the date of such accident.

No Assignment: In accordance with the provisions of section 109 of the General Municipal Law, the Respondent is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or of its right, title or interest in this agreement, or its power to execute this Agreement, to any other person or corporation without the previous consent in writing of the Authority.

Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this Agreement shall be physically amended forthwith to make such insertion. In particular, the Respondent shall, among other things, fully comply with:

- (a) Labor Law section 220-e and Executive Law sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
- (b) Affirmative action as required by the Labor Law.
- (c) Prevention of dust hazard required by Labor Law section 222-a.
- (d) Preference in employment of persons required by Labor Law section 222. Eight-hour workday as required by Labor Law section 220(2).

The Respondent, in accordance with its status as an independent Respondent, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as, nor claim to be, an officer or employee of the Authority by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

This agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the agreement will be held in Oneida County, New York.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

Authority for execution on behalf of Authority: The Chairman has executed this Agreement pursuant to a Resolution adopted by the Board of the Authority. Shawn Weiman, the Chairman, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an agreement on behalf of the Authority. This instrument shall be executed in duplicate. At least one copy shall be permanently filed, after execution thereof, in the office of the Authority.

Agreed to and Accepted by: [Print Name of Company]

By:

Agreed to and Accepted by Upper Mohawk Valley Memorial
Auditorium Authority:

By: Shawn Weiman, Chairman
Date: