TOWN OF WEST SENECA

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

TO: Honorable Town Board / Town of West Seneca

FROM: Lauren J. Masset
Youth Service Coordinator

DATE: July 19, 2016

RE: Run, Walk, Roll Against Bullying 5K (Queen of Heaven) - October 1, 2016

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with Diocese of Buffalo and Queen of Heaven Church to host their annual Run, Walk, Roll Against Bullying 5K on October 1, 2016.

Respectfully Submitted,

Lauren J. Masset
Youth Service Coordinator

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KIWANIS YOUTH CENTER 50 LEGION PARKWAY • WEST SENECA, NEW YORK 14224 • (716) 674-6086 • FAX (716) 675-5106
www.westseneca.net

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Queen of Heaven 5K
October 1, 2016

NON-EXCLUSIVE FACILITIES
USAGE PERMIT & LICENSE AGREEMENT
TOWN OF WEST SENECA RECREATION DEPARTMENT

This Non-Exclusive Facilities Usage Permit & License Agreement (the "Agreement") is by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the "Town"), Name: Diocese of Buffalo 795 Main Street Buffalo, NY 14203-1250 John Scholl at Arthur J Gallagher Risk Management Services, INC. located at 2 Westchester Park Drive White Plains, NY 10604 (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

Recitals

WHEREAS, the Town owns and operates certain recreation facilities, including but not limited to: baseball diamonds, softball diamonds, soccer fields and an ice rink; and

WHEREAS, the Licensee desires to use a Town owned and operated recreation facility for the purpose of conducting games, practices or any other permitted use as set forth in this Agreement; and

WHEREAS, the Town is willing to permit the Licensee, and its employees, volunteers, agents, representatives and invitees to use the Facilities upon the terms, and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Subject to the conditions, obligations and terms of this Agreement, including the Facilities Usage Rules and Regulations, set forth and attached hereto as EXHIBIT A, the Town grants the Licensee and the Licensee's Permitted Users a non-exclusive license (the "License") to use the facilities set forth and described within the hereto attached EXHIBIT B (the "Facilities"). By executing this Agreement, Licensee acknowledges and affirms it has reviewed and understands it shall by obligated to follow the Facilities Usage Rules and Regulations. Such use shall be solely for the Permitted Use as set forth below.

2. The License shall be the Permitted Use and the Permitted Use Dates as set forth and attached hereto as EXHIBIT C. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion.

3. The term of this Agreement shall commence on October 1, 2016, and end on October 1, 2016, unless terminate earlier in writing as provided by the Agreement.

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4. The Licensee designates the individual named below (the "Licensee Representative") as the Licensee's authorized representative with whom the Town will work to facilitate the Permitted Use of the Facilities. The Town shall have the absolute right to rely upon representations and warranties made by the Licensee Representative purportedly on behalf of the Licensee:

Licensee Representative

Name and Title: Gregory Faulhaber, Pastor

Address: 839 Mill Road West Seneca, NY 14224

Phone: 716-674-5206

Email: http://www.qofhschool.org/

5. No later than July 16, 2016 at 9:00 AM the Licensee shall pay $350.00 to the Town, for the right to use the Facilities during the term. After the Licensee's use of the Facilities, the Town shall provide an invoice setting forth any additional buildings and grounds maintenance costs resulting from the use. The invoice shall be paid within fifteen (15) days of Licensee's receipt. See Exhibit A #1.

THIS DOCUMENT SERVES AS AN INVOICE FOR THE FACILITY USE FEE.

PAYMENT SHOULD BE MADE IN THE FORM OF TWO CHECKS:
$50 ADMINISTRATION FEE AND A $300 COMMUNITY EVENT FEE

Checks should be made out to Town of West Seneca
There is an additional fee for credit card transactions.
Payments can be in person at West Seneca Youth & Recreation 900 Mill Road #211 West Seneca, NY 14224
Payments can be submitted via mail to at West Seneca Youth & Recreation 1250 Union Road West Seneca, NY 14224. No currency should be sent in the mail. Checks only.

6. Other Licensee obligations:

Licensee must attach a race map and schedule to this agreement.

Licensee must contact Highway Superintendent Matthew D. English (716-674-4850) and Police Chief Dan Denz (716-674-2943) to discuss this event during the permit process.

Licensee must provide their own sound/announcement system and all other equipment

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7. Other Town obligations:

8. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement on the basis of any termination right set forth anywhere in this Agreement, including but not limited to any violation of the Facilities Usage Rules and Regulations.

9. The Licensee will only engage in Permitted Uses, all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities, and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.

10. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

11. Neither the Licensee nor its invitees will make any alterations, improvements or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained by the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

12. The Licensee agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town's use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town's negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee's expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with combined single limit coverage of at least one million dollars ($1,000,000.00) per occurrence, and at least three million dollars ($3,000,000.00) in the aggregate, naming the Town as an additional insured. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT D. An approved insurance certificate must be filed at least thirty (30) days prior to Licensee's use of the Facilities. Failure to provide a Certificate thirty (30) days prior to use may result in termination of this Agreement. Certificates of Insurance must list the Town of West Seneca 1250 Union Road West Seneca, NY 14224.

13. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions. This Agreement may be executed on behalf of the Town by any authorized Recreation Personnel, as designated by the Town Board. In the event any provision of this Agreement is determined to be invalid of unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire

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understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

TOWN OF WEST SENECA

_____
By: Sheila M. Meegan, West Seneca Town Supervisor
Dated:

(LICENSEE)
Rev. Greg M. Faulhaber
By: Gregory Faulhaber
Dated: 7/8/16

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Queen of Heaven 5K
October 1, 2016

EXHIBIT A - Facilities Usage Rules and Regulations

1. If the Town cancels events, games, gatherings or other scheduled activities due to weather or any other conditions, Licensee is prohibited from using the facilities. If Licensee cancels any scheduled use or will not be using the scheduled facility use, the Recreation Department must be notified in advance. The Town will, at the request of the Licensee, make a good faith effort to reschedule any uses canceled by the Town due to weather. If the town is unable to reschedule any canceled game, Licensee will not be entitled to any refund from the Town.

   Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved. Fees will not be refunded or adjusted if usage is canceled due to weather related issues. Usage dates are not required to be rescheduled if they are canceled for weather related issues.

   The Town of West Seneca reserves the right to deny a refund of fees should the Licensee wish to withdraw from usage prior to it's scheduled start date.
2. Licensee agrees to pay the Town the total rental fee for use of the Town facility specified upon execution of this agreement. (Payment in full is required) Unless other wise listed in section 5 of this agreement.
3. Licensee is responsible for keeping the Kiwanis youth center, diamond, field, park or rink and other areas in the vicinity free and clear of debris and garbage.
4. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
5. There is no smoking of any kind permitted inside any town facility.
6. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
7. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
8. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
9. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
10. Parking spots cannot be reserved for any Town facility
11. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
12. If using the West Seneca Ice Rink no "outside" food or drink should be brought in. Food should be purchased from the concession area within the rink.
13. Failure to abide by this agreement and work in harmony with the Town of West Seneca could result in termination of this agreement. No refunds will be given. All fees will still be owed for future reserved field uses.

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EXHIBIT B - (the "Facilities") – Use

Parks, Soccer Complex (Fields) and Diamonds - In addition to the facility used, licenses and participants shall receive us of bathroom facilities, and walking path (if available).

West Seneca Ice Rink – Bathrooms facilities, locker rooms (if available) and lobby.

EXHIBIT C - Permitted Use and the Permitted Use Dates

Event Name: Queen of Heaven School Run, Walk, Roll Against Bullying 5K

Event Start Time/Date: 10/1/2016 10 AM

Event End Time/Date: 10/1/2016 1 PM (Race should be done by 11 AM)

Event Description: 5K Race and 1 Mile Walk event with an after party on the Queen of Heaven School Grounds.

TOWN OF WEST SENECA

_____
By: Sheila M. Meegan, West Seneca Town Supervisor
Dated:

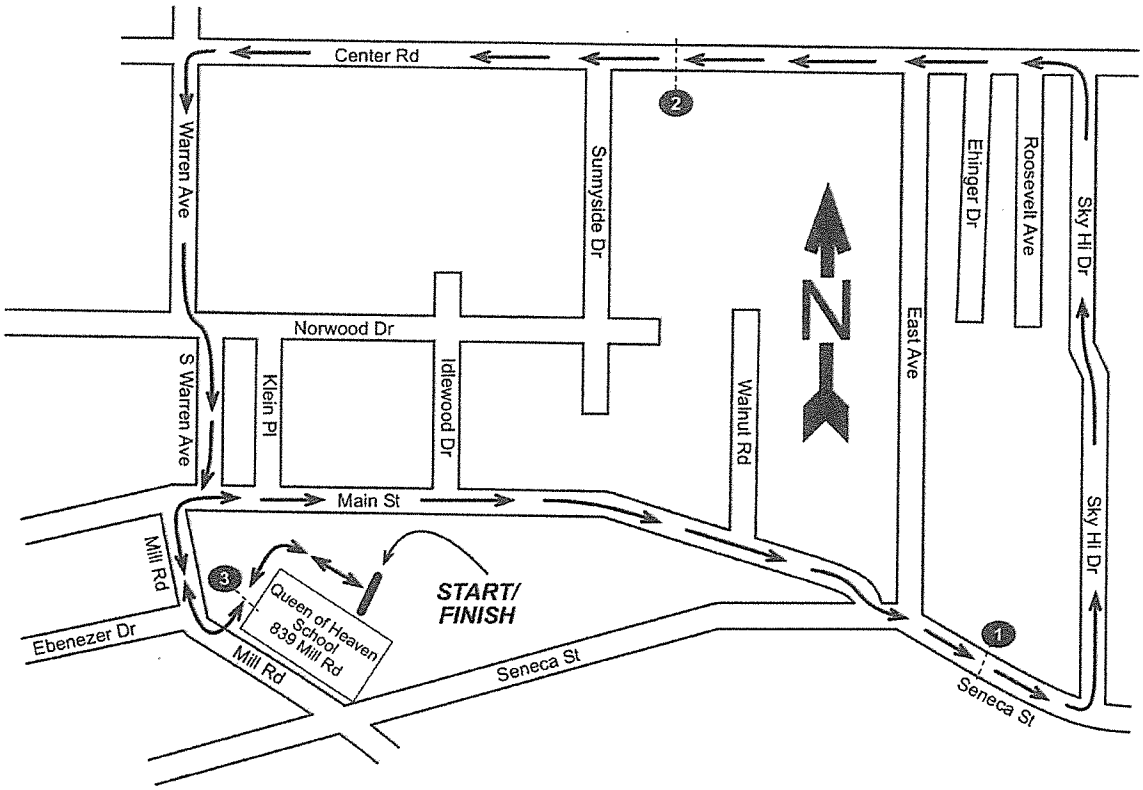
(LICENSEE)
Rev. Greg Fr Faulhaber
By: Gregory Faulhaber
Dated: 7/8/16

Queen of Heaven 5K

West Seneca, NY

Certified Course
NY15037JJ
Effective: 9/26/2015
Through: 12/31/2025

Course Distance:	5 Km
Date Measured:	September 20, 2015
Measured By:	Jeff John ***BuffaloRunners.com***
Calibration Course:	NY14078JG



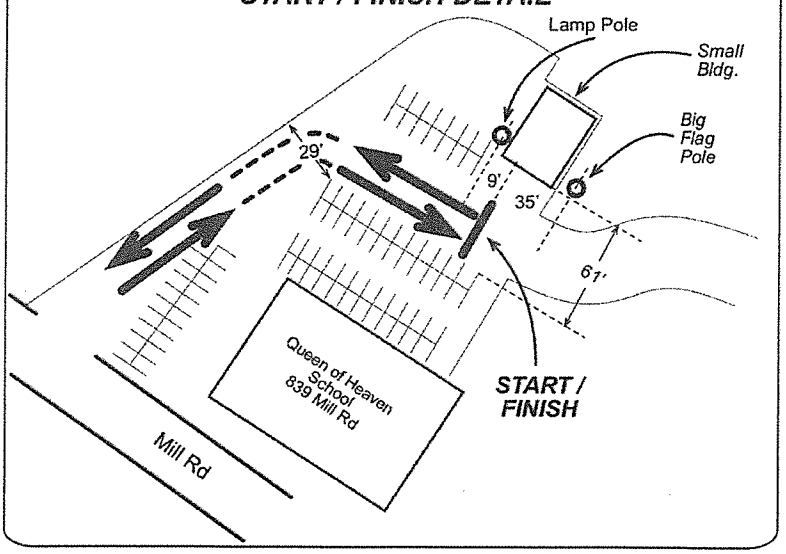
MILE SPLITS

START Behind the school and in the parking lot driving lane south of the small utility bldg, and 9' east of the bldg's huge lamp pole, and 35' west of the big flag pole and up to 61' south of the bldg structure.

1 MILE 4505 Seneca St and at pole # 577 / 181 / 4505.

2 MILE 20' before (east of) driveway at 1095 Center Rd and 49' before pole # 87-101.

3 MILE On the school's west side driveway and100' past the entrance on Mill Rd.

FINISH Same location as the START.

START / FINISH DETAIL