



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 Masset
Youth Service Coordinator
DATE: April 23, 2015
RE: Learn to Skate Usage Permit & License Agreement

Dear Honorable Town Board,

Kindly move to accept the attached agreement with Joan Disbrow on behalf of Learn to Skate for the 2015-16 season.

Respectfully Submitted,

Lauren J. Masset
Youth Service Coordinator

MAY 11 2015

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"), and Joan Disbrow, on behalf of Learn to Skate, located at (the "Licensee") (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 be 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 September 1, 2015, and end on March 31, 2015, unless terminate earlier in writing as provided by the Agreement.

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

Learn To Skate (LTS)

FOR OFFICE USE ONLY	
<input type="checkbox"/> Insurance	<input type="checkbox"/> Filed @ Rec
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ TA

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 ten (10) days prior to Licensee's use of the Facilities. Failure to provide a Certificate ten (10) days prior to use may result in termination of this Agreement.

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 or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

TOWN OF WEST SENECA

By:
Dated:

(LICENSEE)

By: _____, _____
Dated:

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 games or will not be using a diamond, 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 games 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.
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)
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. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
6. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
7. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
8. Parking spots cannot be reserved for any Town facility

In addition to the above the Kiwanis Youth Center Rules also include:

- 1.) Please leave the center how you found it.
- 2.) Please clean up any mess made by your group, put recyclables in the recycling container and garbage in the garbage cans.
- 3.) If you break something, please let us know.
- 4.) Tables, chairs, and other equipment found at the center are able to be used. Please do not climb on equipment or sit on tables. Before you leave put back any table, chairs and other equipment you may have used.
- 5.) Please do not place any food, bags or other items on the air hockey table.
- 6.) Please check bathrooms before you leave and clean up any paper towels.
- 7.) Please be courteous to others that are using the facility along with you.
- 8.) West Seneca Youth & Recreation reserves the right to cancel any scheduled building use at any time, with no notice.

EXHIBIT B - (the "Facilities") – Use

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

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

Kiwanis Youth Center Upstairs Conference Room – Bathroom facilities, tables, chairs. This agreement excludes use of any other area in the center (Kitchen, offices, upstairs areas, etc.)

Kiwanis Youth Center Downstairs Gym – Bathroom facilities, tables, chairs, air hockey, pool table, foosball and ping pong. This agreement excludes use of any other area in the center (Kitchen, offices, gym, etc.)

EXHIBIT C - Permitted Use and the Permitted Use Dates**Permitted Use: West Seneca Ice Rink**

Permitted Use Date & Times: **These dates are subject to change due to Luke Gold Memorial Tournament and West Seneca Youth Hockey Association Try Out Dates if there is a schedule conflict.*

ANY CHANGE IN REQUESTED DATES AND TIMES MUST BE REPORTED TO THE WEST SENECA YOUTH & RECREATION OFFICE 10 BUSINESS DAYS IN ADVANCE.

Fall 2015 Session (Mondays)

Monday Dates	Time Frame	Total Price
October 5th, 2015	3:15-5:15 PM	\$ 157.50
October 12th, 2015	3:15-5:15 PM	\$ 157.50
October 19th, 2015	3:15-5:15 PM	\$ 157.50
October 26th, 2015	3:15-5:15 PM	\$ 157.50
November 2nd, 2015	3:15-5:15 PM	\$ 157.50
November 9th, 2015	3:15-5:15 PM	\$ 157.50
November 16th, 2015	3:15-5:15 PM	\$ 157.50
November 23rd, 2015	3:15-5:15 PM	\$ 157.50
November 30th, 2015	3:15-5:15 PM	\$ 157.50
December 7th, 2015	3:15-5:15 PM	\$ 157.50
December 14th, 2015	3:15-5:15 PM	\$ 157.50

Fall 2015 Session (Fridays)

Friday Dates	Time Frame	Total Price
October 2nd, 2015	3:15-5:15 PM	\$ 157.50
October 9th, 2015	3:15-5:15 PM	\$ 157.50
October 16th, 2015	3:15-5:15 PM	\$ 157.50
October 23rd, 2015	3:15-5:15 PM	\$ 157.50
October 30th, 2015	3:15-5:15 PM	\$ 157.50
November 6th, 2015	3:15-5:15 PM	\$ 157.50
November 13th,	3:15-5:15 PM	\$ 157.50

Learn To Skate (LTS)

FOR OFFICE USE ONLY	
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<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ TA

November 20th, 2015	3:15-5:15 PM	\$ 157.50
November 27th, 2015	3:15-5:15 PM	\$ 157.50
December 4th, 2015	3:15-5:15 PM	\$ 157.50
December 11th, 2015	3:15-5:15 PM	\$ 157.50

Winter 2016 Session (Mondays)

Monday Dates	Time Frame	Total Price
January 4th, 2016	3:15-5:15 PM	\$ 157.50
January 11th, 2016	3:15-5:15 PM	\$ 157.50
January 18th, 2016	3:15-5:15 PM	\$ 157.50
January 25th, 2016	3:15-5:15 PM	\$ 157.50
February 1st, 2016	3:15-5:15 PM	\$ 157.50
February 8th, 2016	3:15-5:15 PM	\$ 157.50
February 15th, 2016	3:15-5:15 PM	\$ 157.50
February 22nd, 2016	3:15-5:15 PM	\$ 157.50
February 29th, 2016	3:15-5:15 PM	\$ 157.50
March 7th, 2016	3:15-5:15 PM	\$ 157.50
March 14th, 2016	3:15-5:15 PM	\$ 157.50
March 21st, 2016	3:15-5:15 PM	\$ 157.50

Winter 2016 Session (Fridays)

Friday Dates	Time Frame	Total Price
January 8th, 2016	3:15-5:15 PM	\$ 157.50
January 15th, 2016	3:15-5:15 PM	\$ 157.50
January 22nd, 2016	3:15-5:15 PM	\$ 157.50
January 29th, 2016	3:15-5:15 PM	\$ 157.50
February 5th, 2016	3:15-5:15 PM	\$ 157.50
February 12th, 2016	3:15-5:15 PM	\$ 157.50
February 19th, 2016	3:15-5:15 PM	\$ 157.50
February 26th, 2016	3:15-5:15 PM	\$ 157.50
March 4th, 2016	3:15-5:15 PM	\$ 157.50
March 11th, 2016	3:15-5:15 PM	\$ 157.50
March 18th, 2016	3:15-5:15 PM	\$ 157.50