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: June 14, 2016

RE: Agreement - West Seneca Lions Club Summer 2016 Concert Schedule

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with the West Seneca Lions Club to host their annual Summer Concert Series.

Respectfully Submitted,

Lauren J. Masset
Youth Service Coordinator

FOR OFFICE USE ONLY	
□Insurance	□Filed @ Rec
□Fees Paid	□Filed @ TA
Org. C	□Filed @ Clerks

Lions Bandshell Summer Concert Series:
Summer 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"), West Seneca Lions Club (West Seneca New York) DSP Insurance 1900 E. Golf Road, Suite 650 Schaumburg, IL 60173 (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 June 20, 2016, and end on August 31, 2016, 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

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representations and warranties made by the Licensee Representative purportedly on behalf of the Licensee:

Licensee Representative
(Person Signing The Agreement)

Name: R. Barry Scott, West Seneca Lions Club Secretary
Address: 106 Marilyn Drive West Seneca, NY 14224
Phone Number: 716-316-4289
Email Address: rbarry.scott@gmail.com

5. A minimum of 10 business days before each us
use to the Town, for the right to use the Facilities during the te
Facilities, the Town shall provide an invoice setting forth any
maintenance costs resulting from the use. The invoice shall be
Licensee's receipt. See Exhibit A #1.

THIS DOCUMENT SERVES AS AN INVOICE FOR THE FACILITY USE 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:

Races/Tournaments/Community Events/Special Events/Other Events:

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

Separate agreement may be required for Celebrate Summer Show 7/28/2016. Licensee must contact Town Attorney John Fenz (jfenz@twsny.org) and discuss the event details with him.

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.

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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.

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

TOWN OF WEST SENECA

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

(LICENSEE)

Signature: R Barry Scott
By: R. Barry Scott
Dated:

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Lions Bandshell Summer Concert Series:
Summer 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. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
7. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
8. Parking spots cannot be reserved for any Town facility
9. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
10. 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 C - Permitted Use and the Permitted Use Dates
Please see the attached schedule

TOWN OF WEST SENECA

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

(LICENSEE)

Signature: R. Barry Scott
By: R. Barry Scott
Dated:

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

DSP Insurance
1900 E. Golf Road, Suite 650
Schaumburg, IL 60173

CONTACT NAME: John Adams
PHONE (A/C, No, Ext): 1-800-316-6705 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: lionsclubs@dspins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

West Seneca Lions Club
West Seneca New York

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							
	X COMMERCIAL GENERAL LIABILITY			HDOG27396392	09/01/2015	09/01/2016	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Agg. Per Named Insured is $2,000,000						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			ISAH08858354	09/01/2015	09/01/2016	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Provisions of the policy apply to the named insureds participation in the following activity during the policy period shown above: Lions Summer Concert Series June 13 to July 28, 2016

92817 is included as an Additional Insured(s), but only with respect to General Liability arising out of the use of premises by the Insured shown above and not out of the sole negligence of said additional insured.
PROVISIONS OF THE POLICY DO NOT APPLY TO THE SALE OR SERVING OF ALCOHOLIC BEVERAGES

CERTIFICATE HOLDER

Town of West Seneca
1250 Union Rd
West Seneca New York 14224

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WEST SENECA LIONS CLUB

2016 SUMMER CONCERT SCHEDULE

Mon.	June 13th	Billy McEwen Band
Thurs.	June 16th	Blarney Bunch sponsored by West Seneca Women's Club
Mon.	June 20th	Ben Clifford Band
Mon.	June 27th	Bar Room Buzzards
Thurs.	June 30th	Formula Band
Mon.	July 7th	Carnival Kids Steel Drum Orchestra sponsored by West Seneca Rotary Club
Thurs.	July 11th	Doug Yeomans
Mon.	July 14th	Buffalo's Big German Band
Mon.	July 18th	The Reminders
Thurs.	July 21st	Dean Bell Band
Mon.	July 25th	Fonzi & friends
		Grand Finale Show
Thurs.	July 28th	Terry Buchwald's Elvis Show & Lions Club hot dog roast

*More details to be added, please visit our facebook page for more information.
*In the event of rain, this concert will be moved to the Town Ice Rink

Music starts at 7pm

At the Lion's Bandshell behind the Town Hall. Please arrive early to the Thursday Concert Series and enjoy the West Seneca Farmers Market.

*In the event of rain, all concerts will be moved to the West Seneca Senior Center, 4620 Seneca Street (3/4 mile from Union Road)

Sponsored By:

McDonald's of West Seneca

PIARITANO

KAZ Companies, West Seneca Rotary Club, West Seneca Women's Club

Music starts at 7pm

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Celebrate Summer Show		
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WEST SENECA LIONS CLUB

Dedicated to serving our visually impaired, hearing impaire and handicapped neighbors in West Seneca

To Make Donations:

call: 716-241-8570
email: westsenecalionsclub@gmail.com
write: West Seneca Lions Club
PO Box 752
West Seneca, NY 14224