



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: March 21, 2016
RE: Fourteen Holy Helpers Parish Mathletes 5K

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with Fourteen Holy Helpers Parish for their annual Mathletes 5K.

Respectfully Submitted,

Lauren J. Masset
Youth Service Coordinator

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

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 ██████████ located at ██████████ and USA Track and Field, Inc (Fourteen Holy Helpers Parish) located at 132 East Washington Street, Suite 800 Indianapolis IN 46204, (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 April 22, 2016, and end on April 27, 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

Mathletes 5K 2016

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

Licensee Representative

Carol Winiarski

[Redacted signature and contact information for Carol Winiarski]

In the event Carol Winiarski cannot be reached:

Bill Frank

[Redacted signature and contact information for Bill Frank]

5. On or before March 23, 2016 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.

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

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 #210 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 meet with, provided any requested information in regards to the event and obtain approval for the event from West Seneca Police Chief Dan Denz and West Seneca Highway Superintendent Matthew D. English. This is the Licensee responsibility to contact and set up meeting date(s) and time(s).

Matthew D. English menglish@twsny.org

Dan Denz denz@westsenecapolice.org

Licensee must attach to this agreement a copy of the event map and any other event information.

If needed Licensee must provide their own sound system.

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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.

Mathletes 5K 2016

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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 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: West Seneca Town Supervisor Sheila Meegan
Dated:

(LICENSEE)

Carol Winiarski
By: Carol Winiarski
Dated: 3/21/16

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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.

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: 4th Annual Mathletes Cindy Frank Memorial 5K Run & 1K Walk

Date: 04.23.16

Start time: 8:00am Registration

End time: 12:00pm

Website:

Mathletes 5K 2016

www.MathletesCindyFrank5K.org

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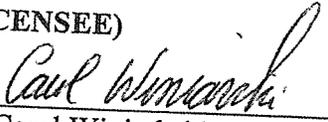
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This run was started in memory of Cindy Frank. She taught at 14 Holy Helpers School for 35 years as a Jr High Math Teacher. She was diagnosed in May 2012 of a very aggressive form of cancer and passed away July 2012. Proceeds from this race benefit the Hospice Angels Fund, which set up a wedding so Cindy could see her only child, Rick, be married and 2 days later she passed away. Proceeds also go to the 14 Holy Helpers Scholarship Fund to help young parishioners with their Catholic High School tuition.

TOWN OF WEST SENECA

By: West Seneca Town Supervisor Sheila Meegan
Dated:

(LICENSEE)



By: Carol Winiarski

Dated: 3/21/16

School St

dian Church Rd

Indian Church Rd

Doster Pl

Union Rd

South Ave

South Ave

Centerview Liquor 

277

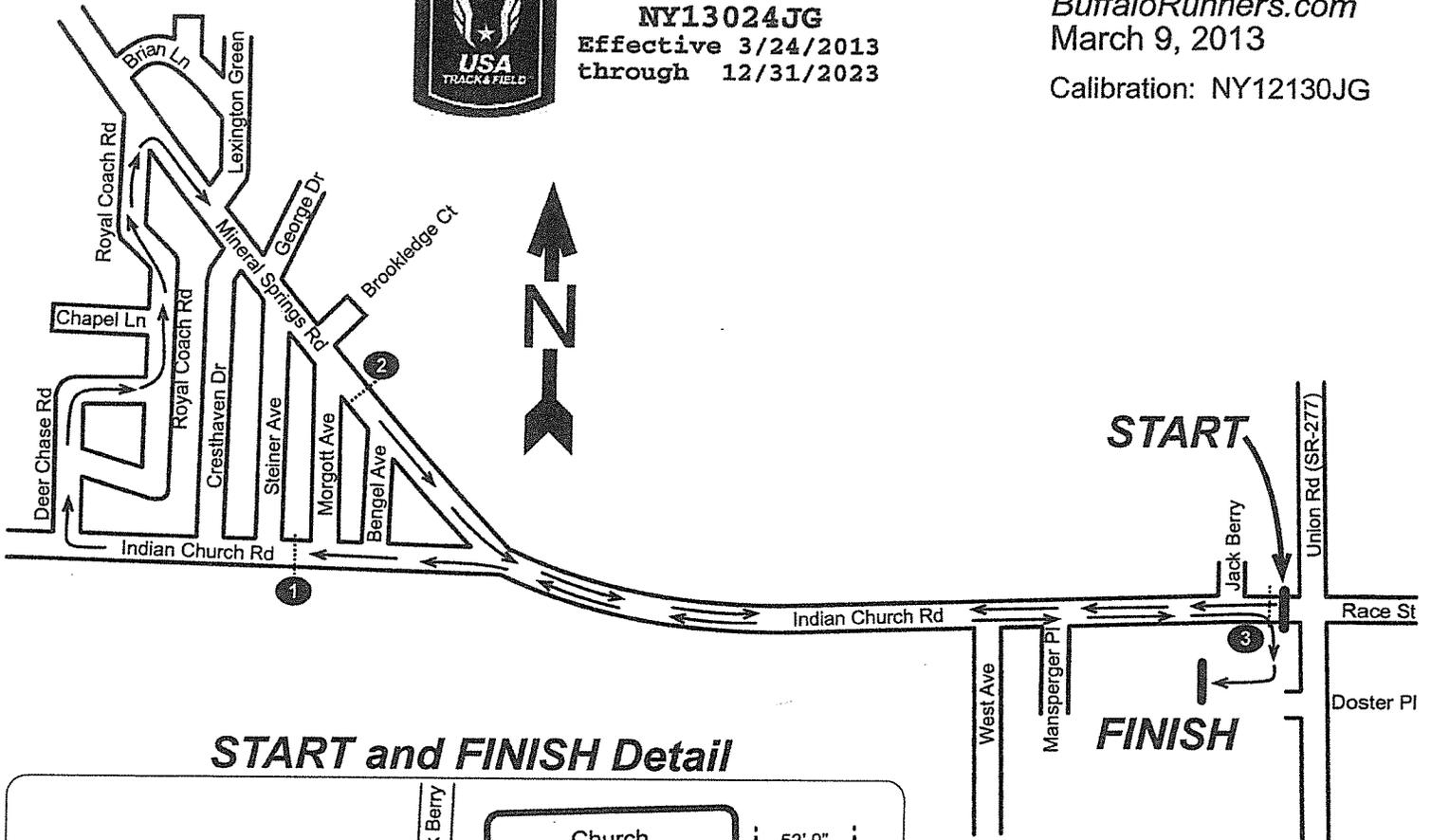
14 Holy Helpers School 5K

West Seneca, NY

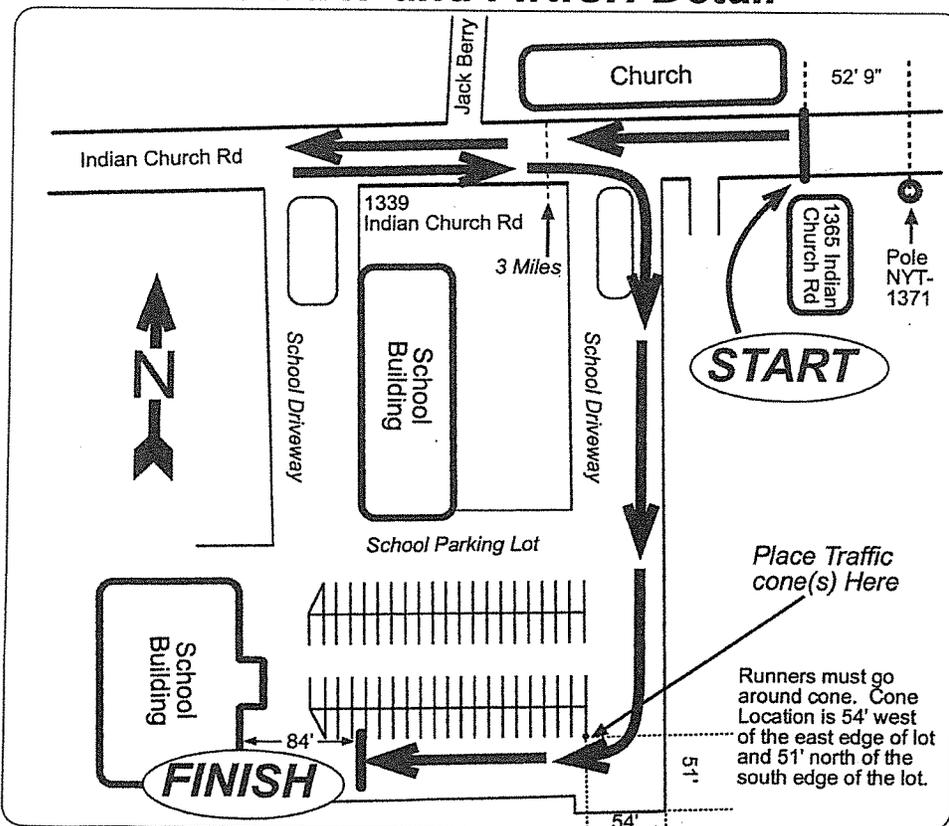


Certified Course
NY13024JG
 Effective 3/24/2013
 through 12/31/2023

Measured by Jeff John
BuffaloRunners.com
 March 9, 2013
 Calibration: NY12130JG



START and FINISH Detail



MILE SPLITS

- START** 1365 Indian Church Rd, 52' 9" past (west of) Pole # NYT 1371, and at water cap in street, and 3' before west edge of building at this address.
- 1-MILE** 836 Indian Church Rd.
- 2-MILE** Between 1150 and 1156 Mineral Springs Rd, and at center of Pole NYT 1194.
- 3-MILE** On Indian Church Rd 6' before (west of) Pole # NYT 1343.
- FINISH** South row of school parking lot and 84' east of building.

RACE WAIVER

In consideration of you accepting my entry and permitting me to attend or permitting me to participate therein, I intend to be legally bound hereby for myself, my heirs, executors or administrators, waive and release all rights and claims for damages I may now or in the future have against Eclipse Multi-Sport, Fourteen Holy Helpers Parish, the organizers of the Mathletes 5K, their representative(s), Venue, Volunteers, Agents, Sponsors, Members or Vendors for any and all losses and injuries suffered from competing in, or attending said event. I give my permission to publish in a newspaper or any mass media, any photographs, slides or videotape in which I appear while participating in any Eclipse Multi-Sport activity. I understand that walking or running in a road race is potentially hazardous activity. I should not participate unless I am medically able and properly trained. I also understand the my entry fee is nonrefundable. A parent must sign if an entrant is under 18 years of age. This is to certify that my child had permission to compete in the events, are in good physical condition, and the event officials may authorize necessary medical treatment. By signing below I agree to these terms.

Signature: _____

Date: _____

If under 18, the signature of a parent or guardian is **REQUIRED**

Parent/Guardian: _____

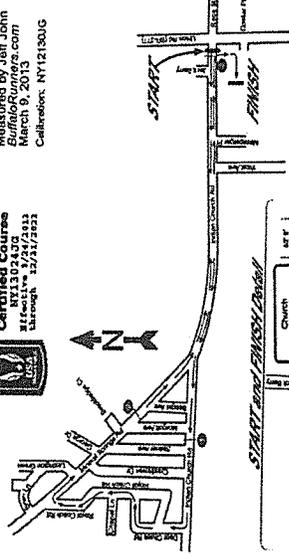
Signature: _____

Date: _____

14 Holy Helpers School 5K West Seneca, NY



Measured by Jeff John
Multisport.com
March 20, 2012
Catharine, NY 12130UG



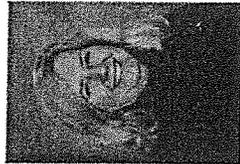
START 1300 Indian Church Rd.
at center of Page NY 11784.
3-1/2 mile walk loop of
the school building at this address.

1-MILE 808 Indian Church Rd.

2-MILE Between 1100 and 1100
at center of Page NY 11784.

3-MILE On Indian Church Rd
Past #1 NY 11784.

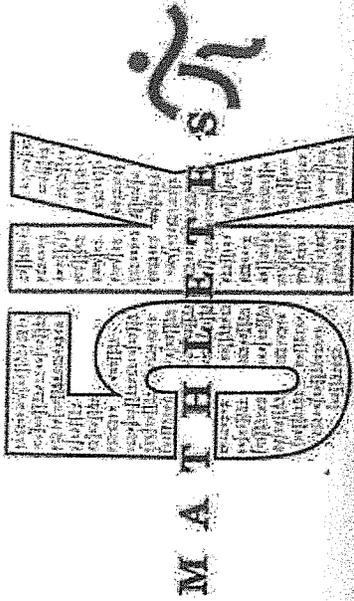
FINISH South road school building
at end of west end of building.



In Memory of
Mrs. Cynthia Frank
9/8/1955 ~ 7/22/2012
Parishioner ~ Graduate ~
Dedicated Teacher for 35 Years

Mrs. Frank's dedication to the mission of Fourteen Holy Helpers Parish and School was manifest in her service to the children. In excellence and love, she brought her utmost to her students, inspiring them to grow and become the best students, athletes, citizens and Christians they could be. She will be remembered always by her students, colleagues, friends and family as a model of Christian love and professional excellence.

www.MathletesCindyFranks5K.org



3rd Annual Mathletes Cindy Frank Memorial 5K Run



"I just had a piece of 'Pi' for lunch & now I'm feeling all irrational!"

Saturday
04.18.15
West Seneca, NY

Register Online at
eclipsemultisport.com