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 22, 2016

RE: West Seneca Girls Softball 2016-2020

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with the West Seneca Girls Softball Association.

Respectfully Submitted,

Lauren J. Masset
Youth Service Coordinator

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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West Seneca Girls Softball 2016 - 2020

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□Fees Paid	□Filed @ TA
Org. C	□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 West Seneca Girls Softball Assoc.
(Licensee Name & Insured Corporation Name written out in full), located at

(Address should match Insured Corporation Address) (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.

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3. The term of this Agreement shall commence on April 1, 2016, and end on December 31, 2020, 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

Name: Jack Hess
Title: President
Address:
West Seneca, NY 14224
Phone:
Email:

Contact Phone Number for Patrons WSGSA@WSGSA.com

5.

Town Registration Fees: On or before September 1 of each year the licensee shall pay per each resident and each nonresident participant as per the fee schedule below to the Town, for the right to use the Facilities during the term. Any date after September 1 of each year that the fees are not paid a $5.00 per day late fee will be added. 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.

The Towns registration fee will increase by 10% per participant each year from the previous year.

2016: Resident Fee $15.00	Non-Resident Fee $20.00
2017: Resident Fee $15 + 10% = $16.50	Non-Resident Fee $20 + 10% = $22.00
2018: Resident Fee $16.50 + 10% = $$18.15	Non-Resident Fee $22.00 + 10% = $24.20
2019: Resident Fee $18.15 + 10% = $20.35	Non-Resident Fee $24.20 + 10% = $26.62
2020: Resident Fee $20.35 + 10% = $22.39	Non-Resident Fee $26.62 + 10% = $29.28

Rosters with corresponding resident ID card numbers must be submitted to the Town of West Seneca with payment. For a participant to be considered a resident they must have a valid Resident ID Card number at time of registration. Please provide roosters and supporting Resident ID Card numbers.

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Tournament/Weekend Use/Special Events:

All weekend use and tournaments will be subject to the Town of West Seneca facility use fees for such usage.

Each organization will receive opening and closing day at no additional fee.

All other uses are subject to both a Recreation fee and Buildings & Grounds fee. The organization must file a separate agreement per each Community Event use a minimum of 30 business days prior to the event. There is a $25 per day Recreation Fee and a $150 per day Buildings & Grounds fee.

These fees must be paid within 5 business days of the use. The Licensee shall make out two separate checks one for the Recreation Fee and one for the Buildings and Grounds Fee.

Special Event fees will be determined from the calculation of over time from the Buildings and Grounds department and the Town of West Seneca Police Department. An event type will be determined by the Town based on the size, capacity and duration of the event. Licensee should contact the Recreation Department a minimum of 60 business days prior to the event to be determined how it will be treated.

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

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 should be submitted to West Seneca Youth & Recreation 1250 Union Road West Seneca, NY 14224

6. Other Licensee obligations:

Organization must provide contact phone number to West Seneca Youth & Recreation for the public no later than 10 business days before the first day of registration of each year.

Usage schedules must be submitted to West Seneca Youth & Recreation no later than April 1 of each year for approval.

Each usage that is reserved must be used. If the usage is canceled for any other reason than weather West Seneca Youth & Recreation must be notified one month prior. Any reserved usage that goes unused without proper notice the organization is subject to the following: The first offense will be a verbal warning. The second offense will be written. The third offense will

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suspend the organization right to use Town Facilities for the remainder of the season with no refund. This is to prevent diamond grabs.

Licensee must coordinate substance abuse recognition training between their coaches.

7. Other Town obligations:

West Seneca Youth & Recreation will take registration in their office for a maximum time span of one week. These days cannot be staggered. Any time after each registration that is taken at the Recreation office is subject to a $5.00 administration fee. This fee must be paid within 10 business days of the participant registering. The Licensee must give the Recreation Office a minimum of 10 business days notice prior to their requested "in-office" registration dates.

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

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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 by April 1 of each year. Failure to provide a Certificate by the requested date 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 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 (Printed Name): _____
Dated: _____

(LICENSEE)

Signature: J.P. Hess
By (Printed Name): JACK HESS
Dated: 3-21-16

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EXHIBIT A - Facilities Usage Rules and Regulations

These Rules & Regulations are subject to change at anytime, for any reason.

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 otherwise listed in section 5 of this agreement.
3. Licensee is responsible for keeping the diamond, field, park, rink and/or 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. When using a park facility park rules must be followed. These are posted near the entrance of the park.
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.

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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 uses.

EXHIBIT B - (the "Facilities") – Use

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

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

EXHIBIT C - Permitted Use and the Permitted Use Dates

Usage schedules must be submitted to West Seneca Youth & Recreation no later than April 1 of each year for approval.

TOWN OF WEST SENECA

Signature: _____
By (Printed Name): _____
Dated: _____

(LICENSEE)

Signature: J.P. Hess
By (Printed Name): JACK HESS
Dated: 3-21-16