



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: 2016 West Seneca Community 5K

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with the West Seneca East Spirit Boosters Club (Jeffrey M. Zubler).

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 Jeffrey M. Zubler 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 June 22, 2016, and end on June 24, 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

This document should be submitted to West Seneca Youth & Recreation a minimum of fifteen (15) business days prior to the request use date. Attached at time of submission should be a valid COI as outline in section 12 of this agreement and all pages of the document. The agreement must also contain original signatures.

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

Licensee Representative

Name and Title: Jeffrey M. Zubler, Race Director
Address: 24
Phone:
Email:

5. On or before May 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.

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 900 Mill Road #210 West Seneca, NY 14224

6. Other Licensee obligations:
Licensee must attach a race map to this agreement.

Licensee must contact Highway Superintendent Matthew D. English and Police Chief Dan Denz to discuss this event during the permit process.

Licensee must provide its own sound/announcement system

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.

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

(LICENSEE)

By: Jeff Zubler
 Dated: 5/21/16

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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.

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Zublar – West Seneca Community 5K 2016

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EXHIBIT C - Permitted Use and the Permitted Use Dates

West Seneca Community 5K

June 23, 2016 6:30 – 8:30 PM

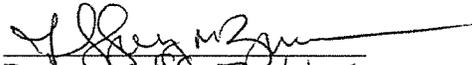
Race/Walk to benefit the scholarship and mini-grant programs by the East Spirit Boosters and the West Seneca Sports boosters.

TOWN OF WEST SENECA

By: Sheila M. Meegan, Town Supervisor

Dated:

(LICENSEE)


By: Sheila M. Meegan
Dated: 9/21/16

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CERTIFICATE OF INSURANCE

DATE: 3/7/2016

CERTIFICATE NUMBER: 20160307406386

AGENCY:

ESIX 3 LLC
 d/b/a Entertainment & Sports Insurance eXperts (ESIX)
 d/b/a Entertainment and Sports Insurance Agency (California)
 2727 Paces Ferry Road, Building Two, Suite 1500
 Atlanta, GA 30339
 678-324-3300 (Telephone)
 678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Track & Field, Inc. West Seneca Boosters
 132 East Washington Street, Suite 800
 Indianapolis IN 46204

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co.
 INSURER B: Philadelphia Indemnity Ins. Co.

EVENT INFORMATION:

West Seneca Community 5K (6/23/2016 - 6/24/2016)

POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1403938	11/1/2015 12:01 AM	11/1/2016 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$3,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$3,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB517449	11/1/2015 12:01 AM	11/1/2016 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies.

The certificate holder is an additional insured as required by written contract or written agreement, but only for liability arising out of the negligence of the Named Insureds per the following endorsement: Additional Insured - Certificate Holders (Form PI-AM-002)

The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 00 01).

The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04).

Excess policy follows form of underlying General Liability.

CERTIFICATE HOLDER:

Town Of West Seneca
 1250 Union Road
 West Seneca NY 14224

NOTICE OF 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:



West Seneca Community 5K

West Seneca, NY



USATF Certificate

NY14050JG

Effective: 05/27/2014
through 12/31/2024

Course Distance:	5 Km
Date Measured:	May 26, 2014
Measured By:	Jeff John <i>BuffaloRunners.com</i>
Calibration Course:	NY12130JG
Notes:	Runners may have use of entire road surface to attain shortest distance.

Mile Splits

START On Legion Dr west of Veterans Dr and 22' west of center of Pole # 47-3 (Bell Atlantic 27-3), and 14' east of steel sewer grate located on south side of Legion Dr

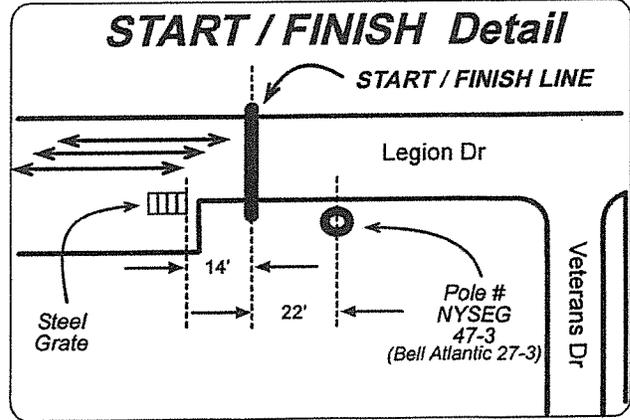
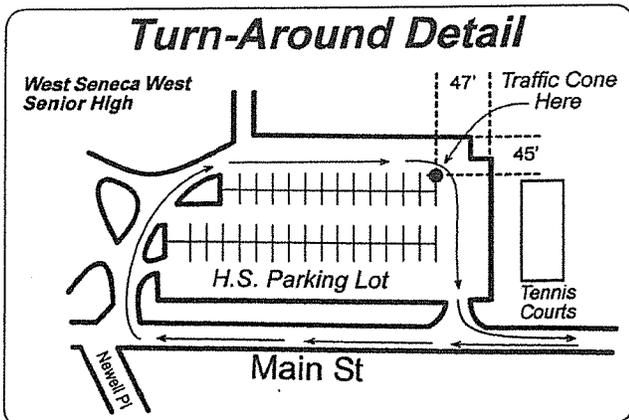
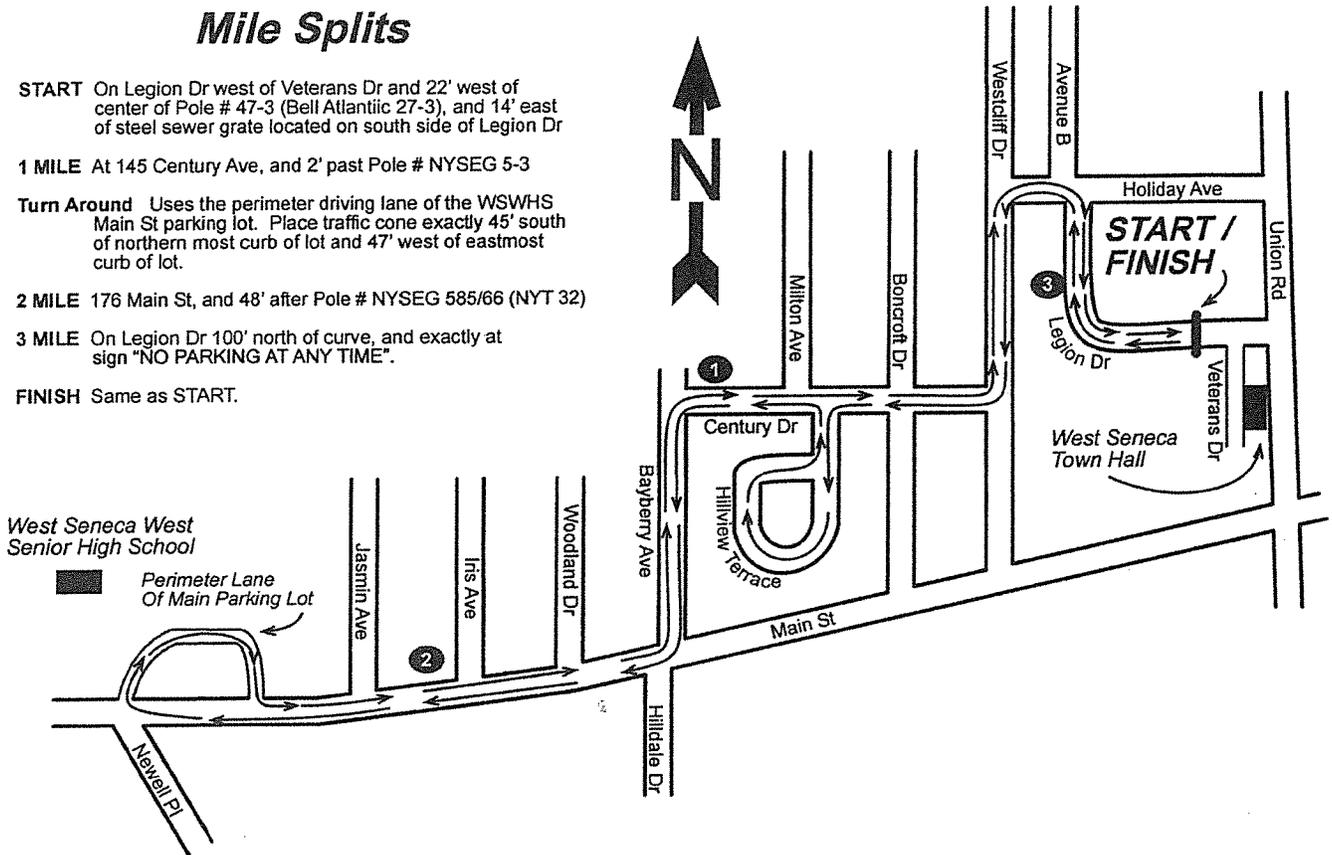
1 MILE At 145 Century Ave, and 2' past Pole # NYSEG 5-3

Turn Around Uses the perimeter driving lane of the WSWHS Main St parking lot. Place traffic cone exactly 45' south of northern most curb of lot and 47' west of eastmost curb of lot.

2 MILE 176 Main St, and 48' after Pole # NYSEG 585/66 (NYT 32)

3 MILE On Legion Dr 100' north of curve, and exactly at sign "NO PARKING AT ANY TIME".

FINISH Same as START.





Road Running Technical Council
USA Track & Field

Measurement Certificate



Name of the course West Seneca Community 5K Distance 5 km

Location (state) NY (city) West Seneca

Type of course: road race [x] calibration [] track [] Configuration: out-and-back

Type of surface: paved 100 % dirt - % gravel - % grass - % track - %

Elevation (meters above sea level) Start 196.0 Finish 196.0 Highest 202.0 Lowest 193.0

Straight line distance between start & finish 0 Drop 0.0 m/km Separation 0.0 %

Measured by (name, address, phone & e-mail) Jeff Gilmer, 1000 ...

Jeff@BuffaloRunners.com

Race contact (name, address, phone & e-mail) ...

... com

Measuring Methods: bicycle [x] steel tape [] electronic distance meter []

Number of measurements of entire course: 2 Date(s) when course measured: May 26, 2014

Race date: June 26, 2014 Course certification effective date: May 27, 2014

Certification code: ...

Notice to Race Director: Use this Certification Code in all public announcements relating to your race.

Be It Officially Noted That

Based on examination of data provided by the above named measurer, the course described above and in the map attached is hereby certified as reasonably accurate in measurement according to the standards adopted by the Road Running Technical Council. If any changes are made to the course, this certification becomes void, and the course must then be recertified.

Verification of Course — In the event a National Open Record is set on this course, or at the discretion of USA Track & Field, a verification remeasurement may be required to be performed by a member of the Road Running Technical Council. If such a remeasurement shows the course to be short, then all pending records will be rejected and the course certification will be cancelled.

This certification expires on December 31 in the year 2024

AS NATIONALLY CERTIFIED BY:

James A. Gilmer (signature)

Digitally signed by James A. Gilmer
DN: cn=James A. Gilmer, o=NY Regional Certifier, ou,
email=jim.gilmer@gmail.com, c=US
Date: 2014.05.29 07:14:57 -04'00'

Date: May 29, 2014

James A. Gilmer, USATF/RRTC Regional Certifier, New York | IAAF 'A' Measurer
232 Van Wies Point Rd., Glenmont, NY 12077-4222 • 518-852-3562 • jim.gilmer@gmail.com