



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: May 10, 2016
RE: St. John Vianney Roman Catholic Church

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with St. John Vianney Roman Catholic Church for their annual 5K.

Respectfully Submitted,

Lauren J. Masset
Youth Service Coordinator

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"), Rev. Robert L. Gebhard, Jr., Pastor St. John Vianney Roman Catholic Church Parish 2950 Southwestern Blvd. Orchard Park, NY 14127 and the Diocese of Buffalo located at 795 Main Street Buffalo, NY 14203-1250 (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 May 10, 2016, and end on December 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

<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

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

Licensee Representative

Rev. Robert L. Gebhard, Jr., Pastor
St. John Vianney Roman Catholic Church Parish
2950 Southwestern Blvd.
Orchard Park, NY 14127

5. No later than June 21, 2016 at 9:00 AM 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.

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

Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office.

Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions.

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

Licensee must attach a race map and schedule to this agreement.

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

7. Other Town obligations:

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

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. Certificates of Insurance must list the Town of West Seneca 1250 Union Road West Seneca, NY 14224.

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

SJV 5K July 21: 2016
Special/Community Event

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

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

By: Sheila Meegan, West Seneca Town Supervisor
Dated:

(LICENSEE)

Rev. Robert L. Leonard, Jr.
By: _____
Dated: May 4, 2016

PARK 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

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.

SJV 5K July 21: 2016
Special/Community Event

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

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: SJV Kickoff Race

Event Start Time/Date: Thursday July 21st 6:30

Event End Time/Date: 07:30

Event Description: 5k Race Through the Town of West Seneca

TOWN OF WEST SENECA

By: Sheila Meegan, West Seneca Town Supervisor
Dated:

(LICENSEE)

By: Rev. Robert L. Gebhardt, J
Dated: May 4, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2016

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

Arthur J Gallagher Risk Management Services, Inc.
2 Westchester Park Drive
White Plains NY 10604

CONTACT NAME: John Scholl
PHONE (A/C, No. Ext): 716-847-8394 FAX (A/C, No): 716-847-5538
E-MAIL ADDRESS: JScholl@buffalodiocese.org

INSURED

Diocese of Buffalo
795 Main Street
Buffalo NY 14203-1250

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	National Catholic RRG , Inc	10083
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 546157952

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/SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		RRG 1054-16	7/1/2015	7/1/2016	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$
	<input checked="" type="checkbox"/> Contractual Liab					PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$None
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG	\$None
	AUTOMOBILE LIABILITY						\$
	<input type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident)	\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident)	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$				EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATUTORY LIMITS	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT	\$
						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)
Additional Insured Status for any Persons with whom the Named Insured has agreed to provide Insurance Protection. Insurance Shall Not exceed Amount agreed Upon or Exceed Policy Limits Provided by this Policy. The Limit is Inclusive of the Insured's \$250,000 Self Insured Retention.
Project: Certificate holder is listed as additional insured re: St. John Vianney 5K Run

CERTIFICATE HOLDER

Town of West Seneca
1250 Union Road
West Seneca NY 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

CERTIFICATE OF INSURANCE

DATE: 4/28/2016

CERTIFICATE NUMBER: 20160426413355

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.
 132 East Washington Street, Suite 800
 Indianapolis IN 46204

St. John Vianney

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
 INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

SJV 5K Kickoff Run (7/21/2016 - 7/22/2016)

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	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"/> Occurrence <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	PHUB517449	11/1/2015 12:01 AM	11/1/2016 12:01 AM	EACH OCCURRENCE \$10,000,000
	<input checked="" type="checkbox"/> Occurrence				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.
 Excess policy follows form of underlying General Liability.
 Evidence of coverage only

CERTIFICATE HOLDER:

St. John Vianney
 2950 Southwestern Blvd
 Orchard Park NY 14127

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:



