



Office of the West Seneca Town Supervisor  
Hon. Gary A. Dickson

**Memorandum**

To: Honorable Town Board  
From: Amelia Greenan, Deputy Town Supervisor  
Date: March 24, 2022  
Subject: Recreation Facility Use Agreements

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Kindly authorize the Supervisor to execute the necessary documents to enter into the following and attached agreements:

- West Seneca Kiwanis Club for use of the Kiwanis Pavilion and Lions Band Shell for their annual Easter Egg Hunt on April 16, 2022 from 9:00am-12:00pm.
- EXACT Sports for use of the Soccer Complex for a “High School Soccer Showcase” on May 15, 2022 from 7:30am-4:30pm
- Shakespeare in Delaware Park for use of the Lions Bandshell for a public performance on July 27, 2022 from 5:30-8:30pm
- Spectrum Health and Human Services for use of the Lions Band Shell for their Overdose Awareness Event on August 31, 2022 from 3:00-8:00pm
- West Seneca Fire District #1 for use of the West Seneca Baseball/Softball Diamonds within the Town Park System from April 1 - October 1, 2022.
- West Seneca Fire District #4 for use of the West Seneca Baseball/Softball Diamonds within the Town Park System from April 1 - October 1, 2022.

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”), Kevin Love located at 76 Nancycrest Lane, West Seneca, NY 14224, the West Seneca Kiwanis Club and the insured Kiwanis International, All Clubs and Their Members, located at 3636 Woodview Trace, Indianapolis, IN 46268 (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, community center gym 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 herein. 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 permitted use of the Lions Band Shell and Kiwanis Pavilion at 1250 Union Road, West Seneca, New York, on April 16, 2022 from 9:00am to 12:01pm. 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 1, 2022, and end on May 1, 2022, unless terminated 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: Kevin P. Love, Event Chair  
Address: 78 Nancycrest Lane, West Seneca, NY 14224  
Phone: 716-997-8553  
Email: [klove.wsk@gmail.com](mailto:klove.wsk@gmail.com)

5. The Licensee shall pay \$0.00 for use to the Town for the right to use the facilities during the term. This document serves as an invoice for the facility use fee.

6. Other Licensee obligations:

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The Licensee must provide all of their own equipment.
- A schedule must be provided to both Lauren J. Masset ([lmasset@twсны.org](mailto:lmasset@twсны.org)), Amelia Greenan ([agreenan@twсны.org](mailto:agreenan@twсны.org)) and Brian Adams ([badams@twсны.org](mailto:badams@twсны.org)) no later than 10 days before the event.
- All Use Types – The Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at any time, with no reason, cause or notice.
- If Raffle Tickets/Auctions/Raffles/Etc. are being sold the Licensee must contact the West Seneca Town Clerks Offices to complete any required documents, in addition to this document, for the sale of these items. 716-558-3215. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Town Clerks Office.
- The placement of any storage containers, bins, sheds, trailers, etc. but be discussed with the Highway Superintendent and approved by the Highway Superintendent at least two weeks before any items are placed on Town of West Seneca property. These items must have signs that say no climbing. The Town of West Seneca is not responsible for any damages or theft of these items.
- The Town of West Seneca is not responsible for and will not reimburse the cost of any lost, stolen, damaged, vandalized, etc. items.

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**THIS AGREEMENT (WITH ALL REQUIRED ITEMS) MUST BE TURNED INTO WEST SENECA YOUTH & RECREATION A MINIMUM OF THIRTY BUSINESS DAYS PRIOR TO THE EVENT.**

- The Licensee must clean up the facility they used, after their use. Otherwise, they may be billed after the event for cleanup fees. The fees will be based on the Town's cost to clean up the facility and cannot be precalculated. The invoice will be required to be paid within 30 days. Otherwise, future Town of West Seneca Facility use may not be permitted.

7. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect against the spread of COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

8. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. The Licensee hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. The Licensee understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

Other Town obligations:

9. 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.

10. 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.

11. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

12. 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.

13. 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 B. 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.

14. 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**

Signature: \_\_\_\_\_  
Printed Name: Gary Dickson, West Seneca Town Supervisor  
Dated: \_\_\_\_\_

**WEST SENECA KIWANIS**

Signature: \_\_\_\_\_  
Printed Name: Kevin Love, Event Chair  
Dated: \_\_\_\_\_

**EXHIBIT A - Facilities Usage Rules and Regulations**

1. a. 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.  
b. 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.  
c. 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 agrees to follow all local laws and any rules posted at the facility or park they are using.
4. Licensee is responsible for keeping vicinity free and clear of debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
9. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
10. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
11. Parking spots cannot be reserved for any Town facility.
12. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
13. 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.
14. If using the West Seneca Soccer Park no grills are allowed.
15. The Town of West Seneca reserves the right to cancel this agreement at anytime, with no reason, cause or notice.
16. 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 – CERTIFICATE OF INSURANCE**

**FOR TOWN OF WEST SENECA USE ONLY:**

- Attached - COI Attached
- Required Signature (1) by Licensee
- If applicable race/event maps, schedules, descriptions, etc.

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**THIS AGREEMENT (WITH ALL REQUIRED ITEMS) MUST BE TURNED INTO WEST SENECA YOUTH & RECREATION A MINIMUM OF THIRTY BUSINESS DAYS PRIOR TO THE EVENT.**

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"), Emily Morphitis located at 140 S Dearborn Suite 310, Chicago, IL 60603 and the insured Exact Sports located at 140 S Dearborn Suite 310, Chicago, IL 60603 (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, community center gym 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 herein. 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 permitted use of the fields at the West Seneca Soccer Complex located at 3747 Seneca Street, West Seneca, New York, on May 15, 2022 from 7:30am to 4:30pm. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion. Usage dates/times to be determined by the Recreation Office.

3. The term of this Agreement shall commence on May 15, 2022, and end on May 15, 2022, unless terminated 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 and Title: Emily Morphitis, Operations Manager  
Address: 140 S Dearborn Suite 310, Chicago, IL 60603  
Phone: 516-260-0825  
Email: facility@exactsports.com

5. On or before May 15, 2022, the Licensee shall pay \$500.00 for their approved usage type and scheduled dates, per each single use 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.

Single Use Fees (Per Each Single Use):

Diamond \$45.00

Diamond Lights \$45.00

Soccer Field \$105.00

Fireman’s Park Open Field \$40.00

Other:

Ice Rink Fee \$210/hour or \$3.50 per minute

Community Event Fee \$500.00 or more.

Special Event Fee - TBD by the Highway Superintendent.

B&G OT for any usage type – TBD, can be billed to any usage type, at anytime and billed after the usage

There is an additional fee for B&G prep on weekends and weekday evenings.

This document serves as an invoice for the facility use fee.

Checks should be made out to the Town of West Seneca. There is an additional fee for each credit card transaction, which will be applied to your “amount due” at time of payment.

Payments can be made in person at West Seneca Youth & Recreation located at 1300 Union Road, West Seneca, NY, 14224. Payments can be submitted via mail to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. No currency should be sent in the mail.



Checks are the preferred method of payment. Please do not mail anything to the previous Mill Road address.

Single use is defined as one game, practice, scrimmage, etc.

6. Other Licensee obligations:

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The Licensee must provide all of their own equipment.
- Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office within 48 hours of confirmation from Mr. Molloy (MMolloy@nixonpeabody.com).
- Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each weekday usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions. Diamonds will not be prepared on weekend or holiday dates. The diamond line is not updated on weekends or holidays.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink– Licensee understands that they are not able to reserve any time slots for Baseball Diamonds or Soccer Fields until after April 10 of each year and Ice Rink slots until after September 10 of each year regardless of the time this agreement was filed. This is to allow West Seneca Youth Sports, West Seneca Central School District & West Seneca Youth & Recreation time to book their required time slots. Licensee understands that regardless of when (date) this agreement was filed no usage is guaranteed. Time slots are on a first come, first serve basis. Licensee understands that they may receive zero timeslots regardless of when this agreement was filed. If April 10 or September 10 fall on a weekend day or holiday, the date will be moved to the next business day.
- Baseball Diamond/ Field Rental/Ice Rink - The Licensee must email the requested date(s), time(s), and if applicable diamond or field size(s). If any ice rink slot/diamond/field is open, we will add that game to the schedule and notify the Licensee. If one is not open, we will notify the Licensee that nothing is available, and a new request may be made. Please note that Recreation must submit the weekly schedule to B&G several days in advance for the following week. Therefore, any requests for use and/or cancellations must be made by the week before by Wednesday at 4:00 PM. No uses will be accepted after Wednesday at 4:01 PM for the following week. The weeks run Monday – Sunday. In the event you do not cancel by the week before by Wednesday at 4:00 PM, you will be charged for the usage. Usage requests and usage cancellations will only be accepted in writing and emailed to [lmasset@twsny.org](mailto:lmasset@twsny.org).
- Diamond Rental – The fee is for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on the weekends or holidays or observed union holiday dates. Licensee can request they be done for an additional fee.

Licensee must contact the Highway Superintendents a minimum of two weeks before the use to request this and if approved receive the cost and due date for the preparation.

- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this agreement. Licensee must contact the Highway Superintendent (716-674-4850) and the Police Chief (716-674-2943) to discuss this event during the permit process. This must be done a minimum of 30 days before the event.
- Races Community Events, Special Events: The Licensee must inform each business/homeowner, any person living along or doing business along the race route and any other persons that will be affected by any road closures. This includes any home, businesses, etc. directly on the race route and any home, business, etc. on side streets being blocked or closed on the race route. This must be done at least 72 hours before the race start time. Failure to inform all parties could result in the licensee not being able to host their event the following year. It is suggesting each affected party receive a flyer with the date, start and end time of the event and other event details.
- Races: The Licensee must attach a schedule and race map to this agreement. The Licensee must provide in writing attached to this agreement a list of streets being closed, blocked, etc. on the race map and in list form.
- Tournaments/Community Events/Special Events/Other: A schedule must be provided to both Lauren J. Masset (lmasset@twswny.org) and Brian Adams (badams@twswny.org) no later than 10 days before the event.
- All Use Types – The Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at any time, with no reason, cause or notice.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation during the first stage of the agreement process.
- If food is being sold, the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- For Community Events, Special Events and Road Races the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.

- If Raffle Tickets/Auctions/Raffles/Etc. are being sold the Licensee must contact the West Seneca Town Clerks Offices to complete any required documents, in addition to this document, for the sale of these items. 716-558-3215. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Town Clerks Office.
- The placement of any storage containers, bins, sheds, trailers, etc. but be discussed with the Highway Superintendent and approved by the Highway Superintendent at least two weeks before any items are placed on Town of West Seneca property. These items must have signs that say no climbing. The Town of West Seneca is not responsibility for any damages or theft of these items.
- The Town of West Seneca is not responsible for and will not reimburse the cost of any lost, stolen, damaged, vandalized, etc. items.
- The Licensee must clean up the facility they used, after their use. Otherwise, they may be billed after the event for cleanup fees. The fees will be based on the Towns cost to clean up the facility and cannot be precalculated. The invoice will be required to be paid within 30 days. Otherwise, future Town of West Seneca Facility use may not be permitted.

7. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect again the spread of COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

8. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. The Licensee hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. The Licensee understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

Other Town obligations:

9. 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.

10. 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.

11. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

12. 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.

13. 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 B. 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.

14. 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.

Other:

The opening and closing dates for Town Facilities varies by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The

Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement.

Event Details and Permitted Use:

- Date(s): Sun, May 15, 2022
- Field Use Times: 9:00am - 4:30 PM
- Fields Needed: 2 Feilds at the West Seneca Soccer Complex
- Lights Needed: No
- Athlete check-in begins 1 hour before field time (Exact Sports Staff will arrive 1.5 hours before field time - i.e. 7:30 am)

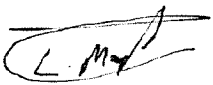
EXACT still intends to apply all COVID safety protocols & will abide by all state/facility regulations.

EXACT SPORTS MUST CONTACT B&G ONE WEEK BEFORE THE EVENT TO CONFIRM ALL DETAILS.

**TOWN OF WEST SENECA**

Signature: \_\_\_\_\_  
 Printed Name: Gary Dickson, West Seneca Town Supervisor  
 Dated: \_\_\_\_\_

**(LICENSEE)**

Signature:  \_\_\_\_\_  
 Printed Name: Emily Morphitis, Operations Manager  
 Dated: 3/22/2022 \_\_\_\_\_

**EXHIBIT A - Facilities Usage Rules and Regulations**

1. a. 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.  
b. 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.  
c. 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 agrees to follow all local laws and any rules posted at the facility or park they are using.
4. Licensee is responsible for keeping vicinity free and clear of debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
9. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
10. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
11. Parking spots cannot be reserved for any Town facility.
12. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
13. 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.
14. If using the West Seneca Soccer Park no grills are allowed.
15. The Town of West Seneca reserves the right to cancel this agreement at anytime, with no reason, cause or notice.
16. 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.
17. Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.

**EXHIBIT B – CERTIFICATE OF INSURANCE**

**FOR TOWN OF WEST SENECA USE ONLY:**

- Attached - COI Attached
- Required Signature (1) by Licensee
- If applicable race/event maps, schedules, descriptions, etc.
- Town Board Approved Date \_\_\_\_\_

### **FAQs**

#### **FAQ: What is the process for renting a soccer field?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve fields at the West Seneca Soccer Complex. Fields are assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed.
2. West Seneca Soccer Club (LA 12/31/2025) / West Seneca Central School District – Annual agreement/shared services.
3. WNY Flash (LA expires 10/1/2023)
4. Third Parties (first come, first serve based on when the agreement (a) was submitted and approved & (b) when the request was submitted). These agreements are typically only valid for one season. 3<sup>rd</sup> Parties can begin sending in their requests on April 10 of each year. If April 10 falls on a weekend or holiday, the requests will be accepted on the next business day. The organization must submit their requests on April 10 or later (even if the request(s) were previously submitted). These agreements are typically only valid for one season.

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:

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3. West Seneca Youth Baseball (LA expires 12/31/2025) and West Seneca Girls Softball (LA expires 12/31/2025) / West Seneca Central School District – Annual agreement/shared services. WSYBA and WSGSA must submit their usage requests by April 1 of each year, on/after April 1 annually, diamonds are released to third parties.
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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 the insured Shakespeare in Delaware Park located at PO Box 716, Buffalo, NY 14205 (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, community center gym 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 herein. 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 permitted use of the Lions Bandshell, at Veterans Park, 1250 Union Road, West Seneca, New York 14224, on July 27, 2022 from 5:30 to 8:30 PM. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion. Usage dates/times to be determined by the Recreation Office.
3. The term of this Agreement shall commence on July 26, 2022, and end on July 28, 2022, unless terminated 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 and Title: Lisa Ludwig, Executive Director  
Address: PO Box 716, Buffalo, NY, 14205  
Phone: 716-856-4533  
Email: sdpooffice@shakespeareindelawarepark.org

5. On or before July 27, 2022, the Licensee shall pay \$000.00, for their approved usage type and scheduled dates, per each single use 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.

Single Use Fees (Per Each Single Use):

Diamond \$45.00

Diamond Lights \$45.00

Soccer Field \$105.00

Fireman's Park Open Field \$40.00

Other:

Ice Rink Fee \$210/hour or \$3.50 per minute

Community Event Fee \$500.00 or more.

Special Event Fee - TBD by the Highway Superintendent.

B&G OT for any usage type – TBD, can be billed to any usage type, at anytime and billed after the usage

There is an additional fee for B&G prep on weekends and weekday evenings.

This document serves as an invoice for the facility use fee.

Checks should be made out to the Town of West Seneca. There is an additional fee for each credit card transaction, which will be applied to your "amount due" at time of payment. Payments can be made in person at West Seneca Youth & Recreation located at 1300 Union Road, West Seneca, NY, 14224. Payments can be submitted via mail to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. No currency should be sent in the mail. Checks are the preferred method of payment. Please do not mail anything to the previous Mill Road address.

Single use is defined as one game, practice, scrimmage, etc.

6. Other Licensee obligations:

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The Licensee must provide all of their own equipment.
- Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office within 48 hours of confirmation from Mr. Molloy (MMolloy@nixonpeabody.com).
- Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each weekday usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions. Diamonds will not be prepared on weekend or holiday dates. The diamond line is not updated on weekends or holidays.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink– Licensee understands that they are not able to reserve any time slots for Baseball Diamonds or Soccer Fields until after April 10 of each year and Ice Rink slots until after September 10 of each year regardless of the time this agreement was filed. This is to allow West Seneca Youth Sports, West Seneca Central School District & West Seneca Youth & Recreation time to book their required time slots. Licensee understands that regardless of when (date) this agreement was filed no usage is guaranteed. Time slots are on a first come, first serve basis. Licensee understands that they may receive zero timeslots regardless of when this agreement was filed. If April 10 or September 10 fall on a weekend day or holiday, the date will be moved to the next business day.
- Baseball Diamond/ Field Rental/Ice Rink - The Licensee must email the requested date(s), time(s), and if applicable diamond or field size(s). If any ice rink slot/diamond/field is open, we will add that game to the schedule and notify the Licensee. If one is not open, we will notify the Licensee that nothing is available, and a new request may be made. Please note that Recreation must submit the weekly schedule to B&G several days in advance for the following week. Therefore, any requests for use and/or cancellations must be made by the week before by Wednesday at 4:00 PM. No uses will be accepted after Wednesday at 4:01 PM for the following week. The weeks run Monday – Sunday. In the event you do not cancel by the week before by Wednesday at 4:00 PM, you will be charged for the usage. Usage requests and usage cancellations will only be accepted in writing and emailed to [lmasset@twswy.org](mailto:lmasset@twswy.org).
- Diamond Rental – The fee is for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on the weekends or holidays or observed union holiday dates. Licensee can request they be done for an additional fee. Licensee must contact the Highway Superintendents a minimum of two weeks before the use to request this and if approved receive the cost and due date for the preparation.
- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this agreement. Licensee must contact the Highway

Superintendent (716-674-4850) and the Police Chief (716-674-2943) to discuss this event during the permit process. This must be done a minimum of 30 days before the event.

- Races Community Events, Special Events: The Licensee must inform each business/homeowner, any person living along or doing business along the race route and any other persons that will be affected by any road closures. This includes any home, businesses, etc. directly on the race route and any home, business, etc. on side streets being blocked or closed on the race route. This must be done at least 72 hours before the race start time. Failure to inform all parties could result in the licensee not being able to host their event the following year. It is suggesting each affected party receive a flyer with the date, start and end time of the event and other event details.
- Races: The Licensee must attach a schedule and race map to this agreement. The Licensee must provide in writing attached to this agreement a list of streets being closed, blocked, etc. on the race map and in list form.
- Tournaments/Community Events/Special Events/Other: A schedule must be provided to both Lauren J. Masset (lmasset@twswny.org) and Brian Adams (badams@twswny.org) no later than 10 days before the event.
- All Use Types – The Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at any time, with no reason, cause or notice.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation during the first stage of the agreement process.
- If food is being sold, the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- For Community Events, Special Events and Road Races the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- If Raffle Tickets/Auctions/Raffles/Etc. are being sold the Licensee must contact the West Seneca Town Clerks Offices to complete any required documents, in addition to this document, for the sale of these items. 716-558-3215. This must be done within 30 days of

the event date. Questions regarding this should be directed to West Seneca Town Clerks Office.

- The placement of any storage containers, bins, sheds, trailers, etc. but be discussed with the Highway Superintendent and approved by the Highway Superintendent at least two weeks before any items are placed on Town of West Seneca property. These items must have signs that say no climbing. The Town of West Seneca is not responsible for any damages or theft of these items.
- The Town of West Seneca is not responsible for and will not reimburse the cost of any lost, stolen, damaged, vandalized, etc. items.
- The Licensee must clean up the facility they used, after their use. Otherwise, they may be billed after the event for cleanup fees. The fees will be based on the Town's cost to clean up the facility and cannot be precalculated. The invoice will be required to be paid within 30 days. Otherwise, future Town of West Seneca Facility use may not be permitted.

7. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect against the spread of COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

8. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. The Licensee hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. The Licensee understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

Other Town obligations:

9. 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.

10. 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.

11. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

12. 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.

13. 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 B. 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.

14. 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.

Other:

The opening and closing dates for Town Facilities varies by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement.

**TOWN OF WEST SENECA**

Signature: \_\_\_\_\_  
Printed Name: Gary Dickson, West Seneca Town Supervisor  
Dated: \_\_\_\_\_

**(LICENSEE)**

Signature: *Lisa Ludwig*  
Printed Name: Lisa Ludwig, Executive Director  
Dated: March 23, 2022

**EXHIBIT A - Facilities Usage Rules and Regulations**

1. a. 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.  
b. 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.  
c. 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 agrees to follow all local laws and any rules posted at the facility or park they are using.
4. Licensee is responsible for keeping vicinity free and clear of debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
9. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
10. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
11. Parking spots cannot be reserved for any Town facility.
12. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
13. 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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**FOR TOWN OF WEST SENECA USE ONLY:**

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## **FAQs**

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/23/2022

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 have ADDITIONAL INSURED provisions or 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).

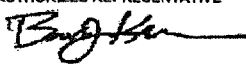
<b>PRODUCER</b> M & T Insurance Agency, Inc 285 Delaware Avenue, Suite 4000 Buffalo NY 14202		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 716-853-7960 E-MAIL: CL.Servicing@mtb.com ADDRESS: CL.Servicing@mtb.com FAX (A/C, No): 855-595-4605	
<b>INSURED</b> Shakespeare in Delaware Park Attn Lisa Ludwig PO Box 716 Buffalo NY 14205		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Philadelphia Indemnity Ins Co INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
SHAKIND-01		NAIC # 18058	

**COVERAGES**                      **CERTIFICATE NUMBER:** 1844973451                      **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 INSD : WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2335169	10/7/2021	10/7/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		PHPK2335169	10/7/2021	10/7/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Event Date - July 27, 2022  
West Seneca Band Shell

<b>CERTIFICATE HOLDER</b>  Town of West Seneca 1250 Union Road West Seneca NY 14224	<b>CANCELLATION</b>  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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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"), Cindy Voelker, Associate CEO, 227 Thorn Ave, Orchard Park NY 14127 and the insured Spectrum Health and Human Services Bruce Nisbet & Donald Dauman located at 227 Thorn Ave, Orchard Park, NY, 14127 (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, community center gym 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 herein. 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 permitted use of the Lions Bandshell and Grassy Area within Veterans Park at 1250 Union Road, West Seneca, New York, 14224 on August 31, 2022 from 3:00 to 8:00 PM. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion. Usage dates/times to be determined by the Recreation Office.

3. The term of this Agreement shall commence on August 31, 2022, and end on August 31, 2022, unless terminated 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 and Title: Cindy Voelker, Associate CEO

Address: 227 Thorn Ave, Orchard Park, NY 14127

Phone: 716-662-2040

Email: voelker@shswny.org

5. On or before October 1, 2022, the Licensee shall pay \$000.00, for their approved usage type and scheduled dates, per each single use 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.

Single Use Fees (Per Each Single Use):

Diamond \$45.00

Diamond Lights \$45.00

Soccer Field \$105.00

Fireman’s Park Open Field \$40.00

Other:

Ice Rink Fee \$210/hour or \$3.50 per minute

Community Event Fee \$500.00 or more.

Special Event Fee - TBD by the Highway Superintendent.

B&G OT for any usage type – TBD, can be billed to any usage type, at anytime and billed after the usage

There is an additional fee for B&G prep on weekends and weekday evenings.

This document serves as an invoice for the facility use fee.

Checks should be made out to the Town of West Seneca. There is an additional fee for each credit card transaction, which will be applied to your “amount due” at time of payment. Payments can be made in person at West Seneca Youth & Recreation located at 1300 Union Road, West Seneca, NY, 14224. Payments can be submitted via mail to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. No currency should be sent in the mail.

Checks are the preferred method of payment. Please do not mail anything to the previous Mill Road address.

Single use is defined as one game, practice, scrimmage, etc.

6. Other Licensee obligations:

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The Licensee must provide all of their own equipment.
- Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office within 48 hours of confirmation from Mr. Molloy (MMolloy@nixonpeabody.com).
- Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each weekday usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions. Diamonds will not be prepared on weekend or holiday dates. The diamond line is not updated on weekends or holidays.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink– Licensee understands that they are not able to reserve any time slots for Baseball Diamonds or Soccer Fields until after April 10 of each year and Ice Rink slots until after September 10 of each year regardless of the time this agreement was filed. This is to allow West Seneca Youth Sports, West Seneca Central School District & West Seneca Youth & Recreation time to book their required time slots. Licensee understands that regardless of when (date) this agreement was filed no usage is guaranteed. Time slots are on a first come, first serve basis. Licensee understands that they may receive zero timeslots regardless of when this agreement was filed. If April 10 or September 10 fall on a weekend day or holiday, the date will be moved to the next business day.
- Baseball Diamond/ Field Rental/Ice Rink - The Licensee must email the requested date(s), time(s), and if applicable diamond or field size(s). If any ice rink slot/diamond/field is open, we will add that game to the schedule and notify the Licensee. If one is not open, we will notify the Licensee that nothing is available, and a new request may be made. Please note that Recreation must submit the weekly schedule to B&G several days in advance for the following week. Therefore, any requests for use and/or cancellations must be made by the week before by Wednesday at 4:00 PM. No uses will be accepted after Wednesday at 4:01 PM for the following week. The weeks run Monday – Sunday. In the event you do not cancel by the week before by Wednesday at 4:00 PM, you will be charged for the usage. Usage requests and usage cancellations will only be accepted in writing and emailed to [lmasset@twsnny.org](mailto:lmasset@twsnny.org).
- Diamond Rental – The fee is for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on the weekends or holidays or observed union holiday dates. Licensee can request they be done for an additional fee.

Licensee must contact the Highway Superintendents a minimum of two weeks before the use to request this and if approved receive the cost and due date for the preparation.

- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this agreement. Licensee must contact the Highway Superintendent (716-674-4850) and the Police Chief (716-674-2943) to discuss this event during the permit process. This must be done a minimum of 30 days before the event.
- Races Community Events, Special Events: The Licensee must inform each business/homeowner, any person living along or doing business along the race route and any other persons that will be affected by any road closures. This includes any home, businesses, etc. directly on the race route and any home, business, etc. on side streets being blocked or closed on the race route. This must be done at least 72 hours before the race start time. Failure to inform all parties could result in the licensee not being able to host their event the following year. It is suggesting each affected party receive a flyer with the date, start and end time of the event and other event details.
- Races: The Licensee must attach a schedule and race map to this agreement. The Licensee must provide in writing attached to this agreement a list of streets being closed, blocked, etc. on the race map and in list form.
- Tournaments/Community Events/Special Events/Other: A schedule must be provided to both Lauren J. Masset (lmasset@twsny.org) and Brian Adams (badams@twsny.org) no later than 10 days before the event.
- All Use Types – The Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at any time, with no reason, cause or notice.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation during the first stage of the agreement process.
- If food is being sold, the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- For Community Events, Special Events and Road Races the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.



- If Raffle Tickets/Auctions/Raffles/Etc. are being sold the Licensee must contact the West Seneca Town Clerks Offices to complete any required documents, in addition to this document, for the sale of these items. 716-558-3215. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Town Clerks Office.
- The placement of any storage containers, bins, sheds, trailers, etc. but be discussed with the Highway Superintendent and approved by the Highway Superintendent at least two weeks before any items are placed on Town of West Seneca property. These items must have signs that say no climbing. The Town of West Seneca is not responsible for any damages or theft of these items.
- The Town of West Seneca is not responsible for and will not reimburse the cost of any lost, stolen, damaged, vandalized, etc. items.
- The Licensee must clean up the facility they used, after their use. Otherwise, they may be billed after the event for cleanup fees. The fees will be based on the Towns cost to clean up the facility and cannot be precalculated. The invoice will be required to be paid within 30 days. Otherwise, future Town of West Seneca Facility use may not be permitted.

7. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect against the spread of COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

8. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. The Licensee hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. The Licensee understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

Other Town obligations:

9. 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.

10. 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.

11. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

12. 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.

13. 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 B. 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.

14. 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.

Other:

The opening and closing dates for Town Facilities varies by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The

Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement.

**TOWN OF WEST SENECA**

Signature: \_\_\_\_\_  
Printed Name: Gary Dickson, West Seneca Town Supervisor  
Dated: \_\_\_\_\_

**(LICENSEE)**

Signature: \_\_\_\_\_  
Printed Name: Cindy Voelker, Associate CEO  
Dated: \_\_\_\_\_

**EXHIBIT A - Facilities Usage Rules and Regulations**

1. a. 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.
- b. 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.
- c. 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 agrees to follow all local laws and any rules posted at the facility or park they are using.
4. Licensee is responsible for keeping vicinity free and clear of debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
9. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
10. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
11. Parking spots cannot be reserved for any Town facility.
12. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
13. 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.
14. If using the West Seneca Soccer Park no grills are allowed.
15. The Town of West Seneca reserves the right to cancel this agreement at anytime, with no reason, cause or notice.
16. 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.
17. Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.

**EXHIBIT B – CERTIFICATE OF INSURANCE****FOR TOWN OF WEST SENECA USE ONLY:**

PAGE 8 OF 9

**THIS AGREEMENT (WITH ALL REQUIRED ITEMS) MUST BE TURNED INTO WEST SENECA YOUTH & RECREATION A MINIMUM OF THIRTY BUSINESS DAYS PRIOR TO THE EVENT.**

- Attached - COI Attached
- Required Signature (1) by Licensee
- If applicable race/event maps, schedules, descriptions, etc.
- Town Board Approved Date \_\_\_\_\_

### **FAQs**

#### **FAQ: What is the process for renting a soccer field?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve fields at the West Seneca Soccer Complex. Fields are assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed.
2. West Seneca Soccer Club (LA 12/31/2025) / West Seneca Central School District – Annual agreement/shared services.
3. WNY Flash (LA expires 10/1/2023)
4. Third Parties (first come, first serve based on when the agreement (a) was submitted and approved & (b) when the request was submitted). These agreements are typically only valid for one season. 3<sup>rd</sup> Parties can begin sending in their requests on April 10 of each year. If April 10 falls on a weekend or holiday, the requests will be accepted on the next business day. The organization must submit their requests on April 10 or later (even if the request(s) were previously submitted). These agreements are typically only valid for one season.

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:

<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>

#### **FAQ: What is the process for renting a diamond?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve Town of West Seneca diamonds. Diamonds are assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed
2. West Seneca Fire Districts – Annual agreement required. The Town will hold the diamond location on Thursdays, until April 1 annually that the Fire District used in previous years. The Fire District must submit their agreement and requested usage dates by April 1 annually, otherwise, the diamonds will be released to third parties on/after April 1. New Fire Districts who did not use a Town of West Seneca diamond in the previous calendar year, are considered a 3<sup>rd</sup> party, for their first year.
3. West Seneca Youth Baseball (LA expires 12/31/2025) and West Seneca Girls Softball (LA expires 12/31/2025) / West Seneca Central School District – Annual agreement/shared services. WSYBA and WSGSA must submit their usage requests by April 1 of each year, on/after April 1 annually, diamonds are released to third parties.
5. Third Parties (first come, first serve, on/after April 10, based on when the agreement (a) was submitted and approved & (b) when the request was submitted). 3<sup>rd</sup> Parties can begin sending in their requests on April 10 of each year. If April 10 falls on a weekend or holiday, the requests will be accepted on the next business day. The organization must submit their requests on April 10 or later (even if the request(s) were previously submitted).  
These agreements are typically only valid for one season.

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:

<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>

#### **FAQ: What is the process for renting ice at the West Seneca Ice Rink?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve ice at the West Seneca Ice Rink. Ice time is assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed
2. West Seneca Youth Hockey (LA expires 6/1/2023) / West Seneca Central School District – Annual agreement/shared services. WSYHA and WSCSD schedules and approved agreements are due August 1 annually, after that time all ice time is released for third parties.
3. Third Parties (first come, first serve based on when the agreement (a) was submitted and approved & (b) when the request was submitted). The dates we will begin accepting 3<sup>rd</sup> party requests varies by season and can be found on our website. These agreements are typically only valid for one season.

#### **FAQ: What is the process for holding a Road Race or Community Event?**

This varies on the type of event, length of the event and various other factors. Please visit

<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0> for more information on this process.

#### **FAQ: Where can I find more information on the Non-Exclusive Facility Use Agreement process?**

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:

<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>



SPECT-1

OP ID: SK

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
02/23/2022

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Franz-Manno Service Corp. 501 John James Audubon Ste.102 Amherst, NY 14228	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 716-631-2404      FAX (A/C, No): 716-631-2409 E-MAIL ADDRESS:  
716-631-2404	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : Philadelphia Ins. Companies      23850 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

**INSURED**  
 Spectrum Health and Human Services  
 Bruce Nisbet & Donald Dauman  
 227 Thorn Ave.  
 Orchard Park, NY 14127

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>Sexual Abuse Incl</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2361925	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2361925	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

**CERTIFICATE HOLDER IS INCLUDED AS ADDITIONAL INSURED WHEN REQUIRED BY WRITTEN CONTRACT**

**CERTIFICATE HOLDER**

**CANCELLATION**

<b>WESTSEN</b>  <b>TOWN OF WEST SENECA</b> 1250 UNION RD WEST SENECA, NY 14224	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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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"), Rick Blonski located at 374 Indian Church Road, West Seneca, NY, 14224 and the insured West Seneca Fire District #1, 514 Harlem Road, Buffalo, NY, 14224 (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, community center gym 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 herein. 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 permitted use of Town of West Seneca Baseball/Softball diamonds within the Town Parks System located in West Seneca, New York, from April 1, 2022 to October 1, 2022. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion. Usage dates/times to be determined by the Recreation Office.

3. The term of this Agreement shall commence on April 1, 2022, and end on October 1, 2022, 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 and Title: Rick Blonski, Licensee Representative to Winchester Fire Company

Address: 374 Indian Church Road

Phone: 716-479-0666

Email: rriicool1@aim.com

5. On or before October 1, 2022, the Licensee shall pay \$000.00, for their approved usage type and scheduled dates, per each single use 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.

This document serves as an invoice for the facility use fee.

Checks should be made out to the Town of West Seneca. There is an additional fee for each credit card transaction, which will be applied to your "amount due" at time of payment. Payments can be made in person at West Seneca Youth & Recreation located at 1300 Union Road, West Seneca, NY, 14224. Payments can be submitted via mail to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. No currency should be sent in the mail. Checks are the preferred method of payment. Please do not mail anything to the previous Mill Road address.

Single use is defined as one game, practice, scrimmage, etc.

6. Other Licensee obligations:

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The Licensee must provide all of their own equipment.
- Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office within 48 hours of confirmation from Mr. Molloy (MMolloy@nixonpeabody.com).



- Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each weekday usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions. Diamonds will not be prepared on weekend or holiday dates. The diamond line is not updated on weekends or holidays.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink– Licensee understands that they are not able to reserve any time slots for Baseball Diamonds or Soccer Fields until after April 10 of each year and Ice Rink slots until after September 10 of each year regardless of the time this agreement was filed. This is to allow West Seneca Youth Sports, West Seneca Central School District & West Seneca Youth & Recreation time to book their required time slots. Licensee understands that regardless of when (date) this agreement was filed no usage is guaranteed. Time slots are on a first come, first serve basis. Licensee understands that they may receive zero timeslots regardless of when this agreement was filed. If April 10 or September 10 fall on a weekend day or holiday, the date will be moved to the next business day.
- Baseball Diamond/ Field Rental/Ice Rink - The Licensee must email the requested date(s), time(s), and if applicable diamond or field size(s). If any ice rink slot/diamond/field is open, we will add that game to the schedule and notify the Licensee. If one is not open, we will notify the Licensee that nothing is available, and a new request may be made. Please note that Recreation must submit the weekly schedule to B&G several days in advance for the following week. Therefore, any requests for use and/or cancellations must be made by the week before by Wednesday at 4:00 PM. No uses will be accepted after Wednesday at 4:01 PM for the following week. The weeks run Monday – Sunday. In the event you do not cancel by the week before by Wednesday at 4:00 PM, you will be charged for the usage. Usage requests and usage cancelations will only be accepted in writing and emailed to [lmasset@twyny.org](mailto:lmasset@twyny.org).
- Diamond Rental – The fee is for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on the weekends or holidays or observed union holiday dates. Licensee can request they be done for an additional fee. Licensee must contact the Highway Superintendents a minim of two weeks before the use to request this and if approved receive the cost and due date for the preparation.
- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this agreement. Licensee must contact the Highway Superintendent (716-674-4850) and the Police Chief (716-674-2943) to discuss this event during the permit process. This must be done a minimum of 30 days before the event.
- Races Community Events, Special Events: The Licensee must inform each business/homeowner, any person living along or doing business along the race route and any other persons that will be affected by any road closures. This includes any home, businesses, etc. directly on the race route and any home, business, etc. on side streets being blocked or closed on the race route. This must be done at least 72 hours before the race start time. Failure to inform all parties could result in the licensee not being able to

host their event the following year. It is suggesting each affected party receive a flyer with the date, start and end time of the event and other event details.

- Races: The Licensee must attach a schedule and race map to this agreement. The Licensee must provide in writing attached to this agreement a list of streets being closed, blocked, etc. on the race map and in list form.
- Tournaments/Community Events/Special Events/Other: A schedule must be provided to both Lauren J. Masset (lmasset@twsny.org) and Brian Adams (badams@twsny.org) no later than 10 days before the event.
- All Use Types – The Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at any time, with no reason, cause or notice.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation during the first stage of the agreement process.
- If food is being sold, the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- For Community Events, Special Events and Road Races the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- If Raffle Tickets/Auctions/Raffles/Etc. are being sold the Licensee must contact the West Seneca Town Clerks Offices to complete any required documents, in addition to this document, for the sale of these items. 716-558-3215. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Town Clerks Office.
- The placement of any storage containers, bins, sheds, trailers, etc. but be discussed with the Highway Superintendent and approved by the Highway Superintendent at least two weeks before any items are placed on Town of West Seneca property. These items must have signs that say no climbing. The Town of West Seneca is not responsibility for any damages or theft of these items.

- The Town of West Seneca is not responsible for and will not reimburse the cost of any lost, stolen, damaged, vandalized, etc. items.
- The Licensee must clean up the facility they used, after their use. Otherwise, they may be billed after the event for cleanup fees. The fees will be based on the Town's cost to clean up the facility and cannot be precalculated. The invoice will be required to be paid within 30 days. Otherwise, future Town of West Seneca Facility use may not be permitted.

7. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect against the spread of COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

8. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. The Licensee hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. The Licensee understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

Other Town obligations:

9. 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.

10. 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.

11. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

12. 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.

13. 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 B. 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.

14. 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.

Other:

The opening and closing dates for Town Facilities varies by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement.

**TOWN OF WEST SENECA**

Signature: \_\_\_\_\_  
Printed Name: Gary Dickson, West Seneca Town Supervisor  
Dated: \_\_\_\_\_

**(LICENSEE)**

Signature: \_\_\_\_\_  
Printed Name: Rick Blonski, Licensee Representative to Winchester Fire Company  
Dated: \_\_\_\_\_

**EXHIBIT A - Facilities Usage Rules and Regulations**

- 1. a. 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.
- b. 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.
- c. 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 agrees to follow all local laws and any rules posted at the facility or park they are using.
4. Licensee is responsible for keeping vicinity free and clear of debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
9. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
10. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
11. Parking spots cannot be reserved for any Town facility.
12. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
13. 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.
14. If using the West Seneca Soccer Park no grills are allowed.
15. The Town of West Seneca reserves the right to cancel this agreement at anytime, with no reason, cause or notice.
16. 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.
17. Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.

## **EXHIBIT B – CERTIFICATE OF INSURANCE**

### **FOR TOWN OF WEST SENECA USE ONLY:**

- o Attached - COI Attached
- o Required Signature (1) by Licensee
- o If applicable race/event maps, schedules, descriptions, etc.
- o Town Board Approved Date \_\_\_\_\_

### **FAQs**

#### **FAQ: What is the process for renting a soccer field?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve fields at the West Seneca Soccer Complex. Fields are assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed.
2. West Seneca Soccer Club (LA 12/31/2025) / West Seneca Central School District – Annual agreement/shared services.
3. WNY Flash (LA expires 10/1/2023)
4. Third Parties (first come, first serve based on when the agreement (a) was submitted and approved & (b) when the request was submitted). These agreements are typically only valid for one season. 3<sup>rd</sup> Parties can begin sending in their requests on April 10 of each year. If April 10 falls on a weekend or holiday, the requests will be accepted on the next business day. The organization must submit their requests on April 10 or later (even if the request(s) were previously submitted). These agreements are typically only valid for one season.

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:  
<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>

#### **FAQ: What is the process for renting a diamond?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve Town of West Seneca diamonds. Diamonds are assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed
2. West Seneca Fire Districts – Annual agreement required. The Town will hold the diamond location on Thursdays, until April 1 annually that the Fire District used in previous years. The Fire District must submit their agreement and requested usage dates by April 1 annually, otherwise, the diamonds will be released to third parties on/after April 1. New Fire Districts who did not use a Town of West Seneca diamond in the previous calendar year, are considered a 3<sup>rd</sup> party, for their first year.
3. West Seneca Youth Baseball (LA expires 12/31/2025) and West Seneca Girls Softball (LA expires 12/31/2025) / West Seneca Central School District – Annual agreement/shared services. WSYBA and WSGSA must submit their usage requests by April 1 of each year, on/after April 1 annually, diamonds are released to third parties.
5. Third Parties (first come, first serve, on/after April 10, based on when the agreement (a) was submitted and approved & (b) when the request was submitted). 3<sup>rd</sup> Parties can begin sending in their requests on April 10 of each year. If April 10 falls on a weekend or holiday, the requests will be accepted on the next business day. The organization must submit their requests on April 10 or later (even if the request(s) were previously submitted).  
These agreements are typically only valid for one season.

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:

<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>

**FAQ: What is the process for renting ice at the West Seneca Ice Rink?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve ice at the West Seneca Ice Rink. Ice time is assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed
2. West Seneca Youth Hockey (LA expires 6/1/2023) / West Seneca Central School District – Annual agreement/shared services. WSYHA and WSCSD schedules and approved agreements are due August 1 annually, after that time all ice time is released for third parties.
3. Third Parties (first come, first serve based on when the agreement (a) was submitted and approved & (b) when the request was submitted). The dates we will begin accepting 3<sup>rd</sup> party requests varies by season and can be found on our website. These agreements are typically only valid for one season.

**FAQ: What is the process for holding a Road Race or Community Event?**

This varies on the type of event, length of the event and various other factors. Please visit

<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0> for more information on this process.

**FAQ: Where can I find more information on the Non-Exclusive Facility Use Agreement process?**

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:

<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2022

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 have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> Boltz Insurance Service 1298 Orchard Park Rd  West Seneca NY 14224	<b>CONTACT NAME:</b> Chris Boltz <b>PHONE (A/C, No, Ext):</b> (716) 825-8583 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> chris@boltzinsurance.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Insurance Co of Pittsburgh</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Insurance Co of Pittsburgh		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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<b>INSURED</b>  West Seneca Fire District #1 Winchester Fire Company 514 HARLEM RD BUFFALO NY 14224-1149															

**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	ADDS	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					VFNU-TR-0029707-00	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 10,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY								COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					VFNU-TR-0029707-00	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 4,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
									Each Occurrence

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

**CERTIFICATE HOLDER** **CANCELLATION**

Town of West Seneca  1250 Union Rd  West Seneca NY 14224	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 Christopher Boltz
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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"), Norman P. Locher located at 5266 Seneca St, West Seneca, NY, 14224 and the insured West Seneca Fire District #4 located at 100 Lein Rd, West Seneca, NY, 14224 (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, community center gym 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 herein. 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 permitted use of the Town of West Seneca Baseball/Softball Diamonds within the Town Parks System located in West Seneca, New York, from April 1, 2022 to October 1, 2022. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion. Usage dates/times to be determined by the Recreation Office.

3. The term of this Agreement shall commence on April 1, 2022, and end on October 1, 2022, unless terminated 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 and Title: Norman P. Locher

Address: 5622 Seneca St, West Seneca, NY, 14224

Phone: 716-674-5107

Email: locher.norm@yahoo.com

5. On or before October 1, 2022, the Licensee shall pay \$00.00 for their approved usage type and scheduled dates, per each single use 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.

This document serves as an invoice for the facility use fee.

Checks should be made out to the Town of West Seneca. There is an additional fee for each credit card transaction, which will be applied to your “amount due” at time of payment. Payments can be made in person at West Seneca Youth & Recreation located at 1300 Union Road, West Seneca, NY, 14224. Payments can be submitted via mail to West Seneca Youth & Recreation, 1250 Union Road, West Seneca, NY 14224. No currency should be sent in the mail. Checks are the preferred method of payment. Please do not mail anything to the previous Mill Road address.

Single use is defined as one game, practice, scrimmage, etc.

6. Other Licensee obligations:

- The Town of West Seneca will not provide any sound, P.A., announcement system or any other equipment. The Licensee must provide all of their own equipment.
- Soccer Field Rental Licensee must book fields through Mark Molloy and provide schedule to West Seneca Recreation office within 48 hours of confirmation from Mr. Molloy (MMolloy@nixonpeabody.com).

- Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each weekday usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions. Diamonds will not be prepared on weekend or holiday dates. The diamond line is not updated on weekends or holidays.
- Baseball Diamond/ Soccer Field Rental/ Ice Rink– Licensee understands that they are not able to reserve any time slots for Baseball Diamonds or Soccer Fields until after April 10 of each year and Ice Rink slots until after September 10 of each year regardless of the time this agreement was filed. This is to allow West Seneca Youth Sports, West Seneca Central School District & West Seneca Youth & Recreation time to book their required time slots. Licensee understands that regardless of when (date) this agreement was filed no usage is guaranteed. Time slots are on a first come, first serve basis. Licensee understands that they may receive zero timeslots regardless of when this agreement was filed. If April 10 or September 10 fall on a weekend day or holiday, the date will be moved to the next business day.
- Baseball Diamond/ Field Rental/Ice Rink - The Licensee must email the requested date(s), time(s), and if applicable diamond or field size(s). If any ice rink slot/diamond/field is open, we will add that game to the schedule and notify the Licensee. If one is not open, we will notify the Licensee that nothing is available, and a new request may be made. Please note that Recreation must submit the weekly schedule to B&G several days in advance for the following week. Therefore, any requests for use and/or cancellations must be made by the week before by Wednesday at 4:00 PM. No uses will be accepted after Wednesday at 4:01 PM for the following week. The weeks run Monday – Sunday. In the event you do not cancel by the week before by Wednesday at 4:00 PM, you will be charged for the usage. Usage requests and usage cancelations will only be accepted in writing and emailed to [lmasset@twсны.org](mailto:lmasset@twсны.org).
- Diamond Rental – The fee is for weekday diamond use (prepared) and weekend diamond use (unprepared). Diamonds will not be prepared on the weekends or holidays or observed union holiday dates. Licensee can request they be done for an additional fee. Licensee must contact the Highway Superintendents a minim of two weeks before the use to request this and if approved receive the cost and due date for the preparation.
- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this agreement. Licensee must contact the Highway Superintendent (716-674-4850) and the Police Chief (716-674-2943) to discuss this event during the permit process. This must be done a minimum of 30 days before the event.

- Races Community Events, Special Events: The Licensee must inform each business/homeowner, any person living along or doing business along the race route and any other persons that will be affected by any road closures. This includes any home, businesses, etc. directly on the race route and any home, business, etc. on side streets being blocked or closed on the race route. This must be done at least 72 hours before the race start time. Failure to inform all parties could result in the licensee not being able to host their event the following year. It is suggesting each affected party receive a flyer with the date, start and end time of the event and other event details.
- Races: The Licensee must attach a schedule and race map to this agreement. The Licensee must provide in writing attached to this agreement a list of streets being closed, blocked, etc. on the race map and in list form.
- Tournaments/Community Events/Special Events/Other: A schedule must be provided to both Lauren J. Masset (lmasset@twsny.org) and Brian Adams (badams@twsny.org) no later than 10 days before the event.
- All Use Types – The Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at any time, with no reason, cause or notice.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation during the first stage of the agreement process.
- If food is being sold, the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- For Community Events, Special Events and Road Races the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- If Raffle Tickets/Auctions/Raffles/Etc. are being sold the Licensee must contact the West Seneca Town Clerks Offices to complete any required documents, in addition to this document, for the sale of these items. 716-558-3215. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Town Clerks Office.

- The placement of any storage containers, bins, sheds, trailers, etc. but be discussed with the Highway Superintendent and approved by the Highway Superintendent at least two weeks before any items are placed on Town of West Seneca property. These items must have signs that say no climbing. The Town of West Seneca is not responsible for any damages or theft of these items.
- The Town of West Seneca is not responsible for and will not reimburse the cost of any lost, stolen, damaged, vandalized, etc. items.
- The Licensee must clean up the facility they used, after their use. Otherwise, they may be billed after the event for cleanup fees. The fees will be based on the Town's cost to clean up the facility and cannot be precalculated. The invoice will be required to be paid within 30 days. Otherwise, future Town of West Seneca Facility use may not be permitted.

7. The Parties acknowledge that there is a COVID-19 public health emergency and that Licensee, including its owners/operators/employees/players/spectators, must take precautions to help protect against the spread of COVID-19. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health, and Town of West Seneca, if applicable, and any changes to those guidelines and rules. It will be the responsibility of the Licensee to be abreast of any changes to aforementioned guidelines and rules.

8. The Licensee, on behalf of its owners/operators/employees/players/spectators, acknowledge the contagious nature of COVID-19 and further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, or death. The Licensee hereby forever releases and waives any right to bring suit against the Town of West Seneca, and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the Town's Facility. The Licensee understands that this waiver means they give up their right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim seeking damages, whether known or unknown, foreseen or unforeseen.

Other Town obligations:

9. 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.

10. 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.

11. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

12. 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.

13. 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 B. 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.

14. 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.

Other:

The opening and closing dates for Town Facilities varies by season and is TBD. The dates this agreement is valid for may fall before or after the opening and closing dates for the season. The Town will notify users of opening and closing dates. Facilities cannot be used before they are open or after they are closed for the season, regardless of the dates of this agreement.

**TOWN OF WEST SENECA**

Signature: \_\_\_\_\_  
Printed Name: Gary Dickson, West Seneca Town Supervisor  
Dated: \_\_\_\_\_

**(LICENSEE)**

Signature: \_\_\_\_\_  
Printed Name: Norman P. Locher  
Dated: \_\_\_\_\_

**EXHIBIT A - Facilities Usage Rules and Regulations**

1. a. 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.
- b. 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.
- c. 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 agrees to follow all local laws and any rules posted at the facility or park they are using.
4. Licensee is responsible for keeping vicinity free and clear of debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
6. There is no smoking of any kind permitted at any town facility.
7. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
8. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
9. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
10. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
11. Parking spots cannot be reserved for any Town facility.
12. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
13. 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.
14. If using the West Seneca Soccer Park no grills are allowed.
15. The Town of West Seneca reserves the right to cancel this agreement at anytime, with no reason, cause or notice.
16. 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.
17. Licensee understands that regardless of the dates of this agreement, the Town of West Seneca facility requested may not be open for the season, could close for the season and/or may not be available.

**EXHIBIT B – CERTIFICATE OF INSURANCE****FOR TOWN OF WEST SENECA USE ONLY:**

- o Attached - COI Attached
- o Required Signature (1) by Licensee
- o If applicable race/event maps, schedules, descriptions, etc.
- o Town Board Approved Date \_\_\_\_\_

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**THIS AGREEMENT (WITH ALL REQUIRED ITEMS) MUST BE TURNED INTO WEST SENECA YOUTH & RECREATION A MINIMUM OF THIRTY BUSINESS DAYS PRIOR TO THE EVENT.**



**FAQs****FAQ: What is the process for renting a soccer field?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve fields at the West Seneca Soccer Complex. Fields are assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed.
2. West Seneca Soccer Club (LA 12/31/2025) / West Seneca Central School District – Annual agreement/shared services.
3. WNY Flash (LA expires 10/1/2023)
4. Third Parties (first come, first serve based on when the agreement (a) was submitted and approved & (b) when the request was submitted). These agreements are typically only valid for one season. 3<sup>rd</sup> Parties can begin sending in their requests on April 10 of each year. If April 10 falls on a weekend or holiday, the requests will be accepted on the next business day. The organization must submit their requests on April 10 or later (even if the request(s) were previously submitted). These agreements are typically only valid for one season.

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:  
<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>

**FAQ: What is the process for renting a diamond?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve Town of West Seneca diamonds. Diamonds are assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed
2. West Seneca Fire Districts – Annual agreement required. The Town will hold the diamond location on Thursdays, until April 1 annually that the Fire District used in previous years. The Fire District must submit their agreement and requested usage dates by April 1 annually, otherwise, the diamonds will be released to third parties on/after April 1. New Fire Districts who did not use a Town of West Seneca diamond in the previous calendar year, are considered a 3<sup>rd</sup> party, for their first year.
3. West Seneca Youth Baseball (LA expires 12/31/2025) and West Seneca Girls Softball (LA expires 12/31/2025) / West Seneca Central School District – Annual agreement/shared services. WSYBA and WSGSA must submit their usage requests by April 1 of each year, on/after April 1 annually, diamonds are released to third parties.
5. Third Parties (first come, first serve, on/after April 10, based on when the agreement (a) was submitted and approved & (b) when the request was submitted). 3<sup>rd</sup> Parties can begin sending in their requests on April 10 of each year. If April 10 falls on a weekend or holiday, the requests will be accepted on the next business day. The organization must submit their requests on April 10 or later (even if the request(s) were previously submitted).  
 These agreements are typically only valid for one season.

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:  
<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>

**FAQ: What is the process for renting ice at the West Seneca Ice Rink?**

After an organization completes the agreement process and the agreement receives approval by the West Seneca Town Board, they can reserve ice at the West Seneca Ice Rink. Ice time is assigned based on the following priority.

1. Town of West Seneca / Town of West Seneca Recreation Department – No agreement needed
2. West Seneca Youth Hockey (LA expires 6/1/2023) / West Seneca Central School District – Annual agreement/shared services. WSYHA and WSCSD schedules and approved agreements are due August 1 annually, after that time all ice time is released for third parties.
3. Third Parties (first come, first serve based on when the agreement (a) was submitted and approved & (b) when the request was submitted). The dates we will begin accepting 3<sup>rd</sup> party requests varies by season and can be found on our website. These agreements are typically only valid for one season.

**FAQ: What is the process for holding a Road Race or Community Event?**

This varies on the type of event, length of the event and various other factors. Please visit

<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0> for more information on this process.

**FAQ: Where can I find more information on the Non-Exclusive Facility Use Agreement process?**

More information regarding the Non-Exclusive Facility Use Agreement process can be found at the following link:  
<http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>

**PRODUCER**  
**BADGER & GUNNER, INC.**  
**24 PINE STREET**  
**E. AURORA, NY 14052**

**CONTACT NAME:** (716) 652-6350 FAX (A/C No) 652-2512  
**PHONE (A/C No EXT):**  
**FAX (A/C No):**  
**EMAIL ADDRESS:**

**INSURER(S) AFFORDING COVERAGE**  
**INSURER A - SELECTIVE WAY INSURANCE**  
**INSURER B**  
**INSURER C**  
**INSURER D**  
**INSURER E**  
**INSURER F**

**INSURED**  
**WEST SENECA FIRE DISTRICT #4**  
**100 LEIN RD**  
**WEST SENECA, NY 14224**

**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	AGGR. SUBR INSR. WVD	POLICY EFF. DATE (MM/DD/YYYY)	POLICY NUMBER	LIMITS
A	GENERAL LIABILITY		3-1-22	S 1969039	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMP/OP AGG \$10,000,000
	COMMERICAL GENERAL LIABILITY				
	CLAIMS-MADE	X			
	OCCUR				
	GENERAL AGGREGATE LIMIT APPLIES PER:				
	POLICY	PROJ			
	PROJECT				
	LCC				
	AUTOMOBILE LIABILITY				
	ANY AUTO				
	ALL OWNED				
	AUTOS				
	SCHEDULED				
	AUTOS				
	HIRER OWNED				
	AUTOS				
	UMBRELLA LIAB				
	EXCESS LIME				
	OCCUR				
	CLAIMS-MADE				
	DED				
	RETENTION \$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
	ANY EMPLOYER'S PARTNER/EMPLOYEE	Y/N			
	OFFICER/MEMBER EXCLUDED?				
	(Mandatory in NY)	N/A			
	IF YES, describe below				
	DESCRIPTION OF OPERATIONS below				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACOFD 107, Additional Remarks Schedule if more space is required)

**RE: SOFTBALL - USE OF BALL DIAMONDS & HOCKEY - USE OF HOCKEY RINK**

**CERTIFICATE HOLDER**  
**TOWN OF WEST SENECA**  
**1250 UNION RD.**  
**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.