



JOHN FENZ
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TOWN OF WEST SENECA

TOWN SUPERVISOR
SHEILA M. MEEGAN
TOWN COUNCIL
EUGENE P. HART
WILLIAM P. HANLEY, JR.

To: The Honorable Town Board
From: John J. Fenz, Esq.
Town Attorney
Date: May 16, 2018
Re: 2018 Gaelic Games

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement with the Buffalo Fenians for their use of Town facilities for the 2018 Summer Gaelic Games.

Table

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

NON-EXCLUSIVE FACILITIES
 USAGE PERMIT & LICENSE AGREEMENT
 TOWN OF WEST SENECA RECREATION DEPARTMENT

This Non-Exclusive Facilities Usage Permit & License Agreement (the “Agreement”) is by and between the Town of West Seneca, located at 1250 Union Road, West Seneca, New York (the “Town”), and Buffalo Fenians GAA, Inc., with offices located at 232 Bryant Street, Buffalo, New York 14222 (the “Licensee”) (collectively, the “Parties”), and is effective the date it was executed on behalf of the Town (the “Effective Date”).

Recitals

WHEREAS, the Town owns and operates certain recreation facilities, including but not limited to: baseball diamonds, softball diamonds, soccer fields and an ice rink; and

WHEREAS, the Licensee desires to use a Town owned and operated recreation facility for the purpose of conducting games, practices or any other permitted use as set forth in this Agreement; and

WHEREAS, the Town is willing to permit the Licensee, and its employees, volunteers, agents, representatives and invitees to use the Facilities upon the terms, and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Subject to the conditions, obligations and terms of this Agreement, including the Facilities Usage Rules and Regulations, set forth and attached hereto as SCHEDULE A, the Town grants the Licensee and the Licensee’s Permitted Users a non-exclusive license (the “License”) to use the facilities set forth and described within the hereto attached SCHEDULE B (the “Facilities”). By executing this Agreement, Licensee acknowledges and affirms it has reviewed and understands it shall be obligated to follow the Facilities Usage Rules and Regulations. Such use shall be solely for the Permitted Use as set forth below.

2. The License shall be the Permitted Use and the Permitted Use Dates as set forth and attached hereto as SCHEDULE C. Any changes to any provisions set forth in this section must be agreed to in writing by the Town, acting in its sole discretion.

3. The term of this Agreement shall commence on August 11, 2018 and end on August 12, 2018 (the “Term”) 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

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

Licensee Representative

Name and Title: Buffalo Fenians GFC
 Agent: Paul Mulcaire
 Address: 245 Abbott Road
 Buffalo, New York 14220
 Phone: (716) 491-5435
 Email: paulmulcaire@hotmail.com

5. On or before August 11, 2018, the Licensee shall pay \$5,000.00 to the Town, for the right to use the Facilities during the term. After the Licensee's use of the Facilities, the Town shall provide an invoice setting forth any damages which may have resulted from the use. The Town shall apply the funds of the security deposit and any balance shall be paid to Licensee. The invoice shall be paid within fifteen (15) days of Licensee's receipt.

THIS DOCUMENT SERVES AS AN INVOICE FOR THE FACILITY USE FEE.

Checks should be made out to Town of West Seneca
 Payments should be submitted to West Seneca Youth & Recreation 1250 Union Road, West Seneca, NY 14224

- 6. Other Licensee obligations: Licensee shall line all fields and provide refuse services.
- 7. Other Town obligations: N/A
- 8. Failure of the Parties to agree upon any changes to, or extension of, the Permitted Use Dates will result in expiration of the Term; if that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee. The Town, in its sole discretion, may terminate this Agreement on the basis of any termination right set forth anywhere in this Agreement, including but not limited to any violation of the Facilities Usage Rules and Regulations.
- 9. The Licensee will only engage in Permitted Uses, all other uses are prohibited. The Licensee will engage in Permitted Uses in a manner that will protect and not damage the Facilities, and will immediately notify the Town in writing of any prohibited uses by the Licensee or its invitees.
- 10. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.
- 11. Neither the Licensee nor its invitees will make any alterations, improvements or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained by the Facilities during the Licensee's use, then the Licensee shall pay the Town for such damages.

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12. The Licensee agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Licensee'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 SCHEDULE D. An approved insurance certificate must be filed at least ten (10) days prior to Licensee's use of the Facilities. Failure to provide a Certificate ten (10) days prior to use may result in termination of this Agreement.

13. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions. This Agreement may be executed on behalf of the Town by any authorized Recreation Personnel, as designated by the Town Board. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in force as if such provision were not a part. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

TOWN OF WEST SENECA

 By: Sheila M. Meegan
 Dated:

BUFFALO FENIANS GAA, INC.

 By: Paul Mulcaire
 Dated:

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SCHEDULE A - Facilities Usage Rules and Regulations

1. 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.
2. Licensee is responsible for keeping the facility and other areas in the vicinity free and clear of debris and garbage.
3. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
4. 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.

SCHEDULE B - (the "Facilities") – Use

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

SCHEDULE C - Permitted Use and the Permitted Use Dates

The Licensee shall have use of the West Seneca Soccer Park on the dates referenced as the term of this Agreement.