



TOWN OF WEST SENECA

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

LAUREN J. MASSET
RECREATION SUPERVISOR

TO: Honorable Town Board / Town of West Seneca

FROM: Lauren J. Masset
Recreation Supervisor

DATE: September 13, 2018

RE: Learn to Skate 2018-19 / Ice Rink Use

Please allow the Supervisor to execute the necessary documents to enter into an agreement with the Joan Disbrow, on behalf of Learn to Skate, located at 171 Villa Ave. Buffalo, NY, 14216, for use of the West Seneca Ice Rink.

FOR OFFICE USE ONLY	
<input type="checkbox"/> Insurance	<input type="checkbox"/> Filed @ Rec
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ TA

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 Joan Disbrow, on behalf of Learn to Skate, located at 171 Villa Ave. Buffalo, NY 14216 (the “Licensee”) (collectively, the “Parties”), and is effective the date it was executed on behalf of the Town (the “Effective Date”).

Recitals

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

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

3. The term of this Agreement shall commence on October 1, 2018, and end on March 31, 2019, 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:

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Licensee Representative

Name and Title: Joan Disbrow / Learn To Skate
Address: 171 Villa Ave. Buffalo, NY 14216
Phone: 716-874-7704
Email: joandisbrow@hotmail.com

5. On or before the below listed dates, the Licensee shall pay to the Town \$3.50 per minute (\$210.00 per each hour) of ice rink rental for the right to use the Facilities during the term. After the Licensee's use of the Facilities, the Town shall provide an invoice setting forth any additional buildings and grounds maintenance costs resulting from the use. The invoice shall be paid within fifteen (15) days of Licensee's receipt. See Exhibit A #1

Payment for any ice used between October 1, 2018 – December 31, 2018 is due no later than January 15, 2019.

Payment for any ice used between January 1, 2019 – March 31, 2019 is due no later than April 15, 2019.

Payment can be mailed to: Town of West Seneca, 1250 Union Road, West Seneca, NY, 14224.
Payment can be dropped off to: Recreation Office, 1300 Union Road, West Seneca, NY, 14224

This document serves as an invoice for the Facility Use Fee (\$210.00 per hour).

6. Other Licensee obligations: Licensee shall:
- a.) Pay for its own copying and printing costs;
 - b.) Provide its own audio equipment; and
 - c.) Shall work in harmony with regard to scheduling certain hockey tournaments and try-outs.

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.

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11. Neither the Licensee nor its invitees will make any alterations, improvements or changes of any kind to any of the Facilities or other Town property. If any alterations take place, the Licensee will immediately notify the Town in writing of such prohibited alterations. If any damage is sustained by the Facilities during the Licensee’s use, then the Licensee shall pay the Town for such damages.

12. The Licensee agrees to indemnify and hold harmless the Town from any and all liability, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner connected with injury to persons or property which results from the Town’s use and access of the Facilities, only to the extent that such liability, damages, expenses, causes of action, suits, judgments and claims do not arise out of the Town’s negligence. The Licensee will maintain, or cause to be maintained, in full force and effect, at the Licensee’s expense, one or more policies of general comprehensive liability insurance (the “Licensee’s Liability Insurance”) with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least three million dollars (\$3,000,000.00) in the aggregate, naming the Town as an additional insured. If the Certificates of Insurance, demonstrating insurance coverage required by this Section, are not received by the Town prior to the Permitted Use Dates, then the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities. Certificates of Insurance upon their approval by the Town shall become part of this Agreement and shall be attached hereto as EXHIBIT D. An approved insurance certificate must be filed at least ten (10) days prior to Licensee’s use of the Facilities. Failure to provide a Certificate ten (10) days prior to use may result in termination of this Agreement.

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

TOWN OF WEST SENECA

 By: Sheila M. Meegan, Town Supervisor
 Dated:

(LICENSEE)

 By: Joan Disbrow
 Dated:

EXHIBIT A - Facilities Usage Rules and Regulations

1. If the Town cancels events, games, gatherings or other scheduled activities due to weather or any other conditions, Licensee is prohibited from using the facilities. If Licensee cancels any games or will not be using a diamond, 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 games 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.
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)
3. Licensee is responsible for keeping the Kiwanis youth center, diamond, field, park or rink and other areas in the vicinity free and clear of debris and garbage.
4. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
5. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
6. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
7. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
8. Parking spots cannot be reserved for any Town facility

EXHIBIT B - (the "Facilities") – Use

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

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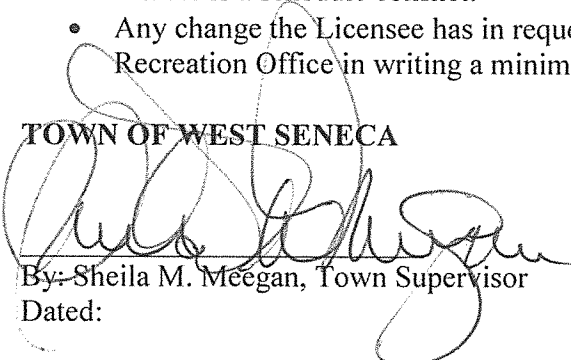
EXHIBIT C - Permitted Use and the Permitted Use Dates

Permitted Use: West Seneca Ice Rink

Permitted Use Date & Times:

- No dates will be reserved until this agreement is approved by the West Seneca Town Board. More information on approval dates and due dates for approval dates can be found here: <http://www.westseneca.net/departments-and-services/town-facilities/facilities-usage#gsc.tab=0>
- The Recreation Office will provide the Licensee a list of approved dates/times within 10 (ten) business days of this agreement being approved.
- No dates and/or times are guaranteed. Dates and times are on a first come, first serve basis.
- Any reserved dates are subject to change, any anytime, with no notice, due to the Luke Gold Memorial Tournament and West Seneca Youth Hockey Association Try Out Dates if there is a schedule conflict.
- Any change the Licensee has in requested usage dates/times must be reported to the Recreation Office in writing a minimum of 10 business days in advance.

TOWN OF WEST SENECA



By: Sheila M. Meegan, Town Supervisor

Dated:

(LICENSEE)

By: Joan Disbrow

Dated: