



TOWN OF WEST SENECA

LAUREN J. MASSET
RECREATION SUPERVISOR

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

TO: Honorable Town Board / Town of West Seneca

FROM: Lauren J. Masset
Recreation Supervisor

DATE: October 30, 2019

RE: Section VI 2019-2020

Please allow the Supervisor to execute the necessary documents to enter into an agreement with Section VI, NYSPHSAA, located at 365 Harlem Road, West Seneca, NY, 14224 for use of the West Seneca Ice Rink.

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"), Section VI, NYSPHSAA, located at 365 Harlem Road, West Seneca, NY, 14224 and the insured New York State Public High School Athletic Association and its Member Sections located at 8 Airport Park Blvd, Latham, NY, 12110 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 youth center 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, 2019, and end on April 30, 2020 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

Licensee Representative

Name: Timm Slade, Executive Director

Address: 355 Harlem Road, West Seneca, NY, 14224

Phone Number: 716-307-0570

Email Address: dscholla@elb.org

5. On or before May 1, 2020, the Licensee shall pay \$3.50 per minute (\$210.00/hour) for 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. See Exhibit A #1.

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 may 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 1300 Union 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 soundsystem or any other equipment. The Licensee must provide all of their own equipment.
- Races/Tournaments/Community Events/Special Events/Other Events: Licensee must attach a race map and schedule to this Agreement. Licensee must contact Highway Superintendent Matthew D. English (716-674-4850) and Police Chief Dan Denz (716-674-2943) to discuss this event during the permit process.

7. Other Town obligations: None.

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.

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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. Said Licensee has an affirmative duty to 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. If any equipment of the Town is damaged or missing, then the Licensee shall pay the Town for such damages or replacement costs. Said Licensee has an affirmative duty to immediately notify the Town in writing of any damaged or missing Town equipment. In either instance, the Town shall provide an invoice setting forth the cost of the repair or replacement. The invoice shall be paid within fifteen (15) days of Licensee's receipt.

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 Town understands that the Licensee will be using the facility for both the West Seneca School District hockey teams as well as other school teams who will be playing against West Seneca. It shall be the sole obligation of the Licensee to provide the Town with proof that each and every team scheduled to play at the facility has maintained in full force and effect, at their own expense, one or more policies of general comprehensive liability insurance (the "Licensee's Liability Insurance") with a 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. The Certificates of Insurance, demonstrating insurance coverage required by this Section, shall be provided to the Town by December 1st of each and every calendar year. If they are not received by the Town 10 days 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 on that particular date.

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 and effect as if such provision were not a part of the Agreement. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

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Signature: _____

Printed Name: Sheila M. Meegan, West Seneca Town Supervisor

Dated: _____

(LICENSEE)

Signature: _____

Printed Name: Timm Slade, Executive Director

Dated: 10/30/19

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, the 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. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved for use.
 - b. 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. However, usage dates are not required to be rescheduled if they are canceled for weather related issues. If the Town is unable to reschedule any canceled game, the Licensee will not be entitled to any refund from the Town.
 - 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 its 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 when they are using the facility or park.
4. Licensee is responsible for keeping the facility or park used free and clear of any debris and garbage.
5. No alcoholic beverages or rowdiness will be allowed at the facility or park in the immediate vicinity thereof.
6. There is no smoking of any kind permitted at any Town facility.
7. When using the Ice Rink all posted "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. When using the West Seneca Soccer Park players and spectators SHALL stay OFF the berm.
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 shall 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.

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15. Failure to abide by this Agreement and work in harmony with the Town of West Seneca may result in termination of this agreement. No refunds will be given. All fees will still be owed for future scheduled field uses.

EXHIBIT B - (the "Facilities") – Use

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

West Seneca Ice Rink – In addition to the facility uses, bathrooms facilities and locker rooms (if applicable) and the lobby.

EXHIBIT C - Permitted Use and the Permitted Use Dates

Permitted Use: Town of West Seneca Ice Rink for West Seneca ice hockey during the 2019-2020 hockey season.

Permitted Dates: Dates are to be determined, based off of Town of West Seneca Ice Rink availability, no dates or times are guaranteed.

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Signature: _____

Printed Name: Sheila M. Meegan, West Seneca Town Supervisor

Dated: _____

(LICENSEE)

Signature: _____

Printed Name: Timm Slade, Executive Director

Dated: _____