



TOWN OF WEST SENECA

LAUREN J. MASSET
RECREATION SUPERVISOR

TOWN SUPERVISOR
GARY DICKSON
TOWN COUNCIL
WILLIAM HANLEY
WILLIAM BAUER
JOSEPH CANTAFIO
JEFFREY PIEKAREC

TO: Honorable Town Board / Town of West Seneca
FROM: Lauren J. Masset
Recreation Supervisor
DATE: July 13, 2020
RE: South Buffalo Rugby – Agreement Addendum

Please allow the Supervisor to execute the necessary documents to accept and enter into the addendum to South Buffalo Rugby's current agreement with the Town of West Seneca.

Please note this contingent upon items 14c and 14d being submitted before any use is permitted (games, practices, scrimmages, training, or any similar type of activity).

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

This Addendum to 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 Licensee South Buffalo Rugby, located at 455 Traverse Boulevard, Tonawanda, New York 14223, and the insured United States of America Rugby Football Union USA Rugby, located at 2655 Crescent Drive Lafayette, CO 80026 (the "Licensee") (collectively, the "Parties"), and is effective the date it was executed on behalf of the Town (the "Effective Date").

Recitals

WHEREAS, the Licensee and the Town previously entered into a License Agreement for use of Town Facilities; and

WHEREAS, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and COVID-19 is reported to be extremely contagious; and

WHEREAS, the Centers for Disease Control and Prevention (CDC), New York State Department of Health, Erie County Department of Health have all implemented guidelines and rules related to the safety and reduction of spread of COVID-19;

WHEREAS, for the safety of the Parties, including the Licensee and its owners/operators/employees/players/spectators the Parties desire to make this Addendum to the Non-Exclusive Facilities Usage Permit & License Agreement previously executed in consideration of the circumstances described above.

NOW, THEREFORE, the Parties agree as follows:

1. 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.

2. 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.

3. The Licensee must sign the affirmation regarding Interim Guidance for Sports and Recreation provided by New York State affirming they have read and understand their obligation to operate in accordance with the guidance and provide proof of the signing of the affirmation to the Town prior to use of the Town's Facility. The affirmation may be found at

<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>. Such affirmation must be and proof of signature submitted with the return of this executed Agreement.

4. The Licensee is solely responsible for the preparation of their written safety plan as required by New York State Department of Health. Said written safety plan shall be submitted to the Town with the return of this executed Agreement.

5. It is the sole responsibility of the Licensee to enforce the guidelines set forth by the New York State Department of Health. Such failure to adhere to or enforce the guidelines may lead to police intervention and possible charges for those individuals not following the guidelines pursuant to the Governor's Executive Order 202 and New York State Public Health Law Section 12-b.

6. In the event the Licensee fails to remain compliant with provisions of Paragraph 14 of this Agreement, the Town in its sole discretion may terminate this Agreement and/or prohibit the Licensee use of the Facilities.

7. 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.

8. All other terms of the prior License Agreement between the Parties not modified herein shall remain in full force and effect.

9. This Agreement contains the entire agreement between the Parties. All prior negotiations, statements, or representations are merged herein. The Parties acknowledge that they have not made or relied upon any representations, statements, or agreements except those specifically set forth herein.

TOWN OF WEST SENECA

South Buffalo Rugby

By: _____
Gary A. Dickson
Title: Supervisor

By: Matthew Lalonde
Name: Matthew Lalonde
Title: President