



# TOWN OF WEST SENECA

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

**TO:** Honorable Town Board / Town of West Seneca  
**FROM:** Lauren J. Masset  
Recreation Supervisor  
**DATE:** March 27, 2018  
**RE:** Agreement – Buffalo State Men’s Rugby (April 21, 2018)

Dear Honorable Town Board,

Please allow the Supervisor to execute the necessary documents to enter into an agreement with SUNY Buffalo State College Men’s Rugby (United States of America Rugby Football Union USA Rugby, located at 2655 Crescent Drive, Lafayette CO) for use of the fields at Fireman’s Park on April 21, 2018.

This is contingent upon a proper Certificate of Insurance being submitted to the Town of West Seneca by April 13, 2018.

Respectfully Submitted,

Lauren J. Masset  
Recreation Supervisor

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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"), SUNY Buffalo State College Men's Rugby the insured United States of America Rugby Football Union USA Rugby, located at 2655 Crecent 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 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 April 20, 2018, and end on April 22, 2018, 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: Zachary Edwards, Head Coach of Buffalo State Men's Rugby  
Address: 41 Woodward Ave, Kenmore NY 14217  
Phone: 716-465-5693  
Email: [zack.edwards87@gmail.com](mailto:zack.edwards87@gmail.com)

5. On or before April 1, 2018, the Licensee shall pay \$350.00 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 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. Please make one check payable to West Seneca Recreation in the amount of \$50.00 and one check payable to West Seneca Highway in the amount of \$300.00.

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 900 Mill Road, #211, West Seneca, NY, 14224 (Please be advised we are moving in 2018 to 1300 Union Road, West Seneca, NY 14224. Call 674-6086 before you come). 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 900 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.
- Baseball Diamond Rental Licensee must call the Rainout Line (716-677-4754) on each usage date after 4:00 PM to ensure the diamond is not closed due to weather related conditions.
- 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:

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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.**

TOWN OF WEST SENECA

Signature: \_\_\_\_\_

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

Dated: \_\_\_\_\_

(LICENSEE)

Signature: \_\_\_\_\_

Printed Name: Zachary Edwards, Head Coach of Buffalo State Men's Rugby

Dated: 3/27/18

**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. 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 - (the "Facilities") – Use**

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

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

**EXHIBIT C - Permitted Use and the Permitted Use Dates**

Permitted Use: Fireman's Park, Old Soccer Fields.

Use of the baseball diamonds, outfields, etc. is prohibited.

Permitted Dates: April 21, 2018 from 8:00 AM – 7:00 PM.

**Event Information:**

Facility Requested: Fireman's Park

Event Name: Buffalo State "Kanga Cup" Rugby Tournament

Event Start Time/Date: April 21st, 8:00 a.m.

Event End Time/Date: April 21st, 5:00 p.m.

Event Description: Buffalo State Men's & Women's Rugby team will be hosting their annual Rugby tournament wherein 6 - 8 men's and women's teams play several games of rugby.

**TOWN OF WEST SENECA**

Signature: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**(LICENSEE)**

Signature: Zachary Edwards

Printed Name: Zachary Edwards, Head Coach of Buffalo State Men's Rugby

Dated: 3/27/18