



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: May 26, 2021

RE: West Seneca Women's Club

Please allow the Supervisor to execute the necessary documents to enter into agreement with the West Seneca Women's Club.

The West Seneca Women's Club plans to set up a tent with table and chairs on various dates at the West Seneca Soccer Complex to sell raffle tickets. The club is raising money to purchase a bench for the park. The tent, table and chairs will not be placed on a soccer field or walk path and will not interfere with the use of the park for recreational purposes. There is no charge for this event.

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 the insured, West Seneca Woman's Club, with a mailing address of P.O. Box 102, West Seneca, New York, (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: pavilions, baseball diamonds, softball diamonds, soccer fields, community center gym and an ice rink; and

WHEREAS, the Licensee desires to use a Town owned and operated recreation facility for the purpose of conducting a chicken barbeque; 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 herein. 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 permitted to set up a tent with table and chairs at the West Seneca Soccer Complex, located at 3747 Seneca Street, West Seneca, New York 14224, for the purpose of selling raffle tickets. Said usage is permitted on the following dates: May 26, 2021, May 27, 2021, June 2, 2021, June 3, 2021, June 9, 2021, and June 10, 2021 during the hours of 4pm - 8pm. The tent and table and chairs must not be placed on a soccer field or the walking path and must not interfere with the use of the park for recreational purposes. 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 May 27, 2021 through June 10, 2021, unless terminate earlier in writing as provided by the Agreement.

PAGE 1 OF 4

THIS AGREEMENT (WITH ALL REQUIRED ITEMS) MUST BE TURNED INTO WEST SENECA
YOUTH & RECREATION A MINIMUM OF THIRTY BUSINESS DAYS PRIOR TO THE EVENT.

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: Donna DeBlasi

Address: P.O. Box 102, West Seneca, NY 14224

Phone: (716) 825-2069

Email: donnawswc@gmail.com

5. There is no charge by the Town of West Seneca for this use.

6. 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. 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.

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. 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. 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 B. 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.

12. 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

Signature: _____
Printed Name: Gary Dickson, West Seneca Town Supervisor
Dated: _____

(LICENSEE)

Signature: Donna Marie DeBlasi
Printed Name: Donna Marie DeBlasi
Dated: 5/26/2021

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. The Town of West Seneca reserves the right to cancel this agreement at anytime, with no reason, cause or notice.
16. 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 - Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/02/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aebly and Associates Insurance Services, Inc. 3638 Seneca Street West Seneca NY 14224		CONTACT NAME: Sandra Porpora PHONE (A/C, No, Ext): (716) 675-2100 E-MAIL ADDRESS: sporpora@aeblyandassociates.com FAX (A/C, No): (716) 675-2104	
INSURED West Seneca Woman's Club Po Box 102 Buffalo NY 14224		INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Ins Co NAIC # 29459 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL2010202913

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

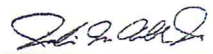
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			01SBABE5698	04/23/2020	04/23/2021	EACH OCCURRENCE	\$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 2,000,000	
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE	\$ 4,000,000	
	ANY AUTO						PRODUCTS - COMP/OP AGG	\$ 4,000,000	
	OWNED AUTOS ONLY							\$	
	HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	SCHEDULED AUTOS						BODILY INJURY (Per person)	\$	
	NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$	
	UMBRELLA LIAB						PROPERTY DAMAGE (Per accident)	\$	
	EXCESS LIAB							\$	
	DED						EACH OCCURRENCE	\$	
	RETENTION \$						AGGREGATE	\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							\$	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						PER STATUTE	OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of West Seneca, 1250 Union Road, West Seneca, NY 14224 is listed as Additional Insured if required by written contract.

Town Board Meeting to be held on October 13, 2020.

CERTIFICATE HOLDER**CANCELLATION**

Town of West Seneca 1250 Union Road West Seneca NY 14224	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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