



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: June 9, 2021

RE: West Seneca Little Loop Football and Cheerleading Agreement

Please allow the Supervisor to execute the necessary documents to enter into agreement with West Seneca Little Loop Football Inc.

West Seneca Youth & Recreation
Mailing Address: 1250 Union Rd, West Seneca, NY 14224
Office Address: 1300 Union Rd, West Seneca, NY 14224
Telephone Number: 716-674-6086

Email: lmasset@twсны.org
Website: www.westseneca.net
Facebook: West Seneca Youth & Recreation
Twitter: WS_REC

AGREEMENT
between
TOWN OF WEST SENECA
and
WEST SENECA LITTLE LOOP FOOTBALL

This Agreement is by and between the Town of West Seneca, a New York State Municipal Corporation with offices located at 1250 Union Road, West Seneca, New York (the "Town") and West Seneca Little Loop Football, Inc. (the "WSLLF") with offices located at 15 West Rouen Drive, Cheektowaga, New York 14227 (collectively, the "Parties").

WITNESSETH

WHEREAS, WSLLF is a youth football and cheerleading organization that has been providing recreation opportunities to youth residents since 1961; and

WHEREAS, the Town and Little Loop have maintained a longstanding relationship whereby the Town licenses real property to Little Loop for use as practice and game fields; and,

NOW THEREFORE, and in mutual consideration thereof, the Parties hereby 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 Licensee shall be permitted use of the football fields behind the Town of West Seneca Senior Center, located at 4620 Seneca Street, West Seneca, New York 14224, during WSLLF's 2021 football season for the purposes of conducting a youth football and cheerleading program. 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 the date it is fully executed by the parties and terminate on December 31, 2025, allowing for five (5) football seasons during the term, unless terminated earlier in writing as provided by the Agreement.
4. The Licensee shall pay the Town an annual fee of \$100.00 no later than September 1st of each year. If September 1st falls on either a Saturday or Sunday, the annual fee will be due the Monday after. In the event the annual fee is not paid on or

before September 1st, a \$5.00 late fee will be added the first of each month thereafter (i.e. If paid on December 12th, a \$15.00 late fee will be charged). The Licensee may elect to pay the total fee for the entire term of the Agreement in the amount of \$500.00 in advance no later than September 1, 2021.

The parties acknowledge that at the time of the signing of this Agreement there is a COVID-19 public health emergency. In the event that there is a New York State order or law in effect that prohibits the youth sports herein from being played and the organization cancels their season, the Town agrees that the Facility Use Fee will not be due and owing for that calendar year.

In the event that any use of the Facilities by Licensee results in overtime expenses for Buildings & Grounds fulfil the requirements of this Agreement, the Town shall provide an invoice to the Licensee setting forth the additional Buildings & Grounds maintenance costs resulting from the usage. The Town shall waive any such fee for the first two instances such charges are incurred. Thereafter, the overtime rate shall be paid at a 50% reduced rate. Said invoice shall be paid within fifteen (15) days of the Licensee's receipt.

All check should be made out to the "Town of West Seneca," and payments should be submitted to West Seneca Youth & Recreation at 1250 Union Road, West Seneca, New York 14224.

5. The Town shall be solely responsible for maintaining the practice field and striping the playing field. WSLLF shall be solely responsible for maintaining the playing field, with the exception of the striping, and maintaining the restrooms, including the cleaning of the restrooms. WSLLF shall also be solely responsible for player registration. The Town will not accept player registrations. WSLLF shall ensure that West Seneca Youth & Recreation always has a current contact telephone number on file for WSLLF for the public's information so that any inquiries to the Town about WSLLF can be redirected accordingly.

6. 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: Jason Cacciotti
Address: 15 West Rouen Drive
Cheektowaga, New York 14227
Phone: (716) 984-0845
Email: cacciottijason@yahoo.com

7. 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.

a. 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.

b. If applicable, 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 completed and proof of signature submitted to the Town with the return of this executed Agreement.

c. The Licensee is solely responsible for the preparation of any written safety plan the New York State Department of Health may require. Said written safety plan shall be submitted to the Town with the return of this executed Agreement.

d. It is the sole responsibility of the Licensee to enforce the guidelines set forth by the New York State Department of Health.

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

8. 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.

9. 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.

10. 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. If any damage is sustained by the Facilities during the Licensee's use and it is determined to have been caused by the Licensee, then the Licensee shall pay the Town for such damages.

11. The Licensee will cooperate and will cause the Licensee's Representative and its invitees to cooperate with the Town's personnel at all times.

12. 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 without prior approval of the Town. Any agreed upon alterations, improvements, or changes of any kind to the Facilities, shall be the property of the Town.

13. WSLLF further 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, including whether sustained while in transit to or from games, 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. WSLLF will maintain, or cause to be maintained for the full duration of WSLLF's use of the Town's Facilities, in full force and effect, at their sole 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 August 1, 2021, 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. Any Certificates of Insurance must list the Town of West Seneca 1250 Union Road West Seneca, NY 14224.

14. The Town, in its sole discretion, may terminate this Agreement at any time, with no reason, cause or notice. If that occurs, the Town will have no liability for damages of any kind whatsoever to the Licensee.

15. Each of the Parties acknowledges that it is not an agent for the other, and the Parties will not make any such assertions.

16. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder shall remain in full force and effect. This Agreement sets forth the entire understanding between the Parties and may be amended solely upon the written mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this instrument on the ____ day of _____, 2021.

TOWN OF WEST SENECA

By: _____
Gary A. Dickson

Title: Supervisor

WEST SENECA LITTLE
LOOP FOOTBALL

By: _____
[Handwritten Signature]

Title: President

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 scheduled use or will not be using the scheduled facility use, the Town 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.
2. Licensee is responsible for keeping the Town property free and clear of debris and garbage.
3. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
4. There is no smoking of any kind permitted inside any Town facility.
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. Parking spots cannot be reserved for any Town facility.
8. The Town reserves the right to cancel any scheduled use at any time, with no notice.
9. At all times during the event, all driveways to the field area shall be accessible to all ambulances and other emergency vehicles to ensure the safety of everyone at the event. It is the responsibility of the Licensee to have their own staff/volunteer coordinate keeping this driveway accessible to emergency vehicles at all times during the event.
10. Failure to abide by this Agreement and work in harmony with the Town of West Seneca could result in termination of this Agreement.

EXHIBIT B - (the "Facilities") – Use

Football Fields – In addition to the facility used, Licensees and participants shall receive use of bathroom facilities, and walking path, if applicable.

EXHIBIT C - Permitted Use and the Permitted Use Dates

Football during 2020 football season

EXHIBIT D – INSURANCE CERTIFICATE(S)

See attached insurance certificate(s).

