



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: October 20, 2021

RE: Open Public Skate and Adult Skate/ Leisure Rinks / Ice Rink Use 2021-22

Please allow the Supervisor to execute the necessary documents to enter into an agreement with the insured Leisure Rinks Southtowns Corp, BR Holdings of WNY, LP dba Holiday Twin Rinks located at 75 Weiss Road, West Seneca, NY, 14224 for use of the West Seneca Ice Rink during the 2021-22 season.

West Seneca Youth & Recreation has had a lack of applicants (leadership and attendant level) that are needed to run Adult Skate and Open Public Skate. In a partnership with Leisure Rinks, Leisure Rinks will operate the two programs this year. Additional details can be found in the attached agreement. West Seneca Youth & Recreation employee recruitment efforts for these positions can be found at www.westsenecarecreation.com.

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

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 Leisure Rinks Southtowns Corp, BR Holdings of WNY, LP dba Holiday Twin Rinks located at 75 Weiss Road, West Seneca, NY, 14224 (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, 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 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 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 use of the West Seneca Ice Rink located inside Veterans Park at 1250 Union Road, West Seneca, NY, 14224 between November 1, 2021 – May 1, 2022 The usage dates and times will be determined between the Licensee and West Seneca Recreation office., acting in its sole discretion. The Licensee understands that the West Seneca Ice Rink may close for the season prior to May 1, 2022.

3. The term of this Agreement shall commence on November 1, 2021, and end on May 1, 2022, 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: Chris Roswell – Vice President
Address: 75 Weiss Ave, West Seneca, NY, 14224
Phone: 716-675-8992
Email: chrisr@holidayrinks.com
Website: www.holidayrinks.com

5. On or before May 15, 2022, the Licensee shall pay \$90.00 per each Open Public Skate session and \$00.00 for each Adult Skate session scheduled during the 2021-22 season, 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.

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 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 previous 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.
- Baseball Diamond/ Field Rental/Ice Rink - The Licensee must email the requested date(s), time(s), and if applicable diamond or field size(s). If any ice rink slot/diamond/field is open, we will add that game to the Field Schedule and notify the

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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.

Licensee. If one is not open, we will notify the Licensee that nothing is available, and a new request may be made. Please note that Recreation must submit the weekly schedule to B&G several days in advance for the following week. Therefore, any requests for use and/or cancellations must be made by the week before by Wednesday at 4:00 PM. No uses will be accepted after Wednesday at 4:01 PM for the following week. The weeks run Monday – Sunday. In the event you do not cancel by the week before by Wednesday at 4:00 PM, you will be charged for the usage.

- A schedule must be provided to both Lauren J. Masset (lmasset@twсны.org) and Brian Adams (badams@twсны.org) no later than 10 days before the event.
- All Use Types – The Licensee understands that the Town of West Seneca reserves the right to cancel this agreement at any time, with no reason, cause or notice.
- The sale of food at the West Seneca Ice Rink, Community Center and Library, West Seneca Soccer Park and Sunshine Park is prohibited. The Town of West Seneca has an agreement with a vendor for the exclusive rights to sell food in these areas. In any other area of food of town the sale of any food must be discussed before this agreement is approved by the West Seneca Town Board. It is the Licensee responsibility to begin the conversation during the first stage of the agreement process.
- If food is being sold, the Licensee must contact the West Seneca Code Enforcement Office at 716-558-3242 and file an “Application for Special Events” and any other required documents in addition to this document. This must be done within 30 days of the event date. Questions regarding this should be directed to West Seneca Code Enforcement Office.
- The placement of any storage containers, bins, sheds, trailers, etc. but be discussed with the Highway Superintendent and approved by the Highway Superintendent at least two weeks before any items are placed on Town of West Seneca property. These items must have signs that say no climbing. The Town of West Seneca is not responsible for any damages or theft of these items.
- The Town of West Seneca is not responsible for and will not reimburse the cost of any lost, stolen, damaged, vandalized, etc. items.
- The Licensee must clean up the facility they used, after their use. Otherwise, they may be billed after the event for cleanup fees. The fees will be based on the Towns cost to clean up the facility and cannot be precalculated. The invoice will be required to be paid within 30 days. Otherwise, future Town of West Seneca Facility use may not be permitted.

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. The Licensee will ensure that the organization adheres to all guidelines and rules made by the Centers for Disease Control and

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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.

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.

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.

Other Town obligations:

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.

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. 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.

13. 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 two million dollars (\$2,000,000.00) 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.

14. 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.

Other:

- The Licensee will operate the Adult Public Skate and Open Public Skating programs during the 2021-22 season, at a discounted ice rental rate, as outlined in this agreement.
- The Licensee will set the admission and ticket fees for these programs. The Licensee will keep the revenue from ticket sales.
- The Licensee will allow the Town of West Seneca to review any ticket sales, costs associated with the program, cost vs revenue, at anytime regarding Adult Public Skate and Open Public Skate.
- The Licensee will do their best to offer a Resident and Non-Resident ticket rate.
- The Town of West Seneca will provide the Licensee with a list of address that pay Town of West Seneca property taxes and/or a list of valid Membership Cards and/or information on how to look up an address that pays Town of West Seneca property tax addresses at the Licensee request(s). This document or documents can be used to assist in assessing Town of West Seneca residency status.
- The Licensee will make their best attempt to run the programs at their regular days/hours. However, the Town of West Seneca understands this is contingent upon several factors including but not limited to weather, staffing, COVID, etc. The Licensee is not limited to the historical program days/hours.
 - Open Skate / 1.5 hour sessions
 - Wednesday 6:30 – 8:00 PM
 - Saturday 1:00 – 2:30 PM
 - Sunday 1:00 – 2:30 PM
 - Adult Skate / 2 hour sessions
 - Tuesday 9:20 – 11:20 AM
 - Thursday 9:20 – 11:20 AM
- All usage dates will be scheduled between the Licensee and West Seneca Recreation office in advance (by the weekly deadlines). The Licensee understands that all ice rental requests are on a first come, first serve basis.

- The Licensee will make their best effort to also operate Skate Rental and the Snack Area during both Adult Skate and Open Public Skate.
- The Licensee will consider offering additional Open Public Skate sessions during school breaks and holidays.
- The Licensee will not offer programming on dates that the West Seneca Ice Rink is closed due to a holiday, weather, etc.
- The Licensee will not be required to offer Adult Skate or Open Public Skate on dates that West Seneca Recreation previously did not offer the program, but the Licensee does have the option to, assuming ice time is available. (IE: Halloween, Superbowl Sunday, Etc.).
- The Licensee and West Seneca Recreation will work together to advertise any changes to the program via their websites and social media accounts.

TOWN OF WEST SENECA

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

(LICENSEE)


Signature: 
Printed Name: Chris Roswell, Vice President
Dated: 10/20/2021

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

See attached



LEISRIN-01

TJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/13/2021

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 Paris-Kirwan Associates, Inc. PO Box 40420 Rochester, NY 14604	CONTACT NAME: PHONE (A/C, No, Ext): (585) 473-8000 FAX (A/C, No): (585) 340-1714 E-MAIL ADDRESS: reception@paris-kirwan.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Lelsure Rinks Southtowns Corp, BR Holdings of WNY, LP dba Holiday Twin Rinks 75 Weiss Road West Seneca, NY 14224	INSURER A: Philadelphia Indemnity Insurance Co. 18058	
	INSURER B: Technology Insurance Company, Inc. 42376	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		PHPK2291724	6/23/2021	6/23/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHPK2291724	6/23/2021	6/23/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3977695	6/23/2021	6/23/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			PHPK2291724	6/23/2021	6/23/2022	Per Occurrence/Aggr 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is granted status as an Additional Insured on General Liability coverage as per written contract or agreement.

CERTIFICATE HOLDER Town of West Seneca 1250 Union Road West Seneca, NY 14224	CANCELLATION 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 