



# 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 Masset  
Youth Service Coordinator  
**DATE:** August 23, 2016  
**RE:** Learn to Skate Usage Permit & License Agreement 2016-17

Dear Honorable Town Board,

Kindly move to accept the attached agreement with Joan Disbrow on behalf of Learn to Skate for the 2016-17 season.

Respectfully Submitted,



Lauren J. Masset  
Youth Service Coordinator



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"), Joan Disbrow (Skating School Unlimited) Insured Name: Professional Skates Association 3006 Allegro Park SW Rochester, MN 55902 and Joan Disbrow 171 Villa Ave. Buffalo, NY 14216-1340 (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 October 1, 2016, and end on March 31, 2017, 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

Learn to Skate/Joan Disbrow  
West Seneca Ice Rink 2016-17

<b>FOR OFFICE USE ONLY</b>	
<input type="checkbox"/> Insurance	<input type="checkbox"/> Filed @ Rec
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ TA
Org. C	<input type="checkbox"/> Filed @ Clerks

representations and warranties made by the Licensee Representative purportedly on behalf of the Licensee:

Licensee Representative

Name: Joan Disbrow / Skating Schools Unlimited  
Address: 171 Villa Ave Buffalo, NY 14216  
Phone Number: 716-874-7704  
Email Address: joandisbrow@hotmail.com

5. The Licensee shall pay \$155.00 per hour use to the Town, for the right to use the Facilities (West Seneca Ice Rink) during the term. Payment schedule is outlined in Exhibit C.

On or before (Due Date)	The Licensee shall pay (Amount Due)
12/09/2016	\$1,550.00
12/12/2016	\$1,550.00
3/10/2017	\$1,550.00
3/13/2017	\$1,550.00

If payment is not received by the due date the Licensee will not be permitted to use the facilities and will still be charged until payment is received.

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.

**THIS DOCUMENT SERVES AS AN INVOICE FOR THE FACILITY USE FEE.**

Checks should be made out to Town of West Seneca

There is an additional fee for credit card transactions.

Payments can be in person at West Seneca Youth & Recreation 900 Mill Road #211 West Seneca, NY 14224

Payments can be submitted via mail to at West Seneca Youth & Recreation 1250 Union Road West Seneca, NY 14224. No currency should be sent in the mail. Checks only.

6. Other Licensee obligations:

- a.) Pay for its own copying and printing costs;
- b.) Provide its own audio/sound/PA equipment; and
- c.) Shall work in harmony with regard to scheduling certain hockey tournaments and try-outs.
- d.) In the event the Licensee wants to cancel a usage date. West Seneca Youth & Recreation must be notified in writing a minimum of 10 business days in advance. Requests must be emailed to both and

Learn to Skate/Joan Disbrow  
West Seneca Ice Rink 2016-17

FOR OFFICE USE ONLY	
<input type="checkbox"/> Insurance	<input type="checkbox"/> Filed @ Rec
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ TA
Org. C	<input type="checkbox"/> Filed @ Clerks

7. Other Town obligations:

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. 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.

12. 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 D. An approved insurance certificate must be filed at least thirty (30) days prior to Licensee's use of the Facilities. Failure to provide a Certificate thirty (30) days prior to use may result in termination of this Agreement. Certificates of Insurance must list the Town of West Seneca 1250 Union Road West Seneca, NY 14224.

Learn to Skate/Joan Disbrow  
West Seneca Ice Rink 2016-17


FOR OFFICE USE ONLY	
<input type="checkbox"/> Insurance	<input type="checkbox"/> Filed @ Rec
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ TA
Org. C	<input type="checkbox"/> Filed @ Clerks

13. 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**

\_\_\_\_\_  
By: Sheila M. Meegan, Town Supervisor  
Dated:

(LICENSEE)

  
By: Joan Disbrow  
Dated: Aug 16 / 16

**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 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.

✓ Town of West Seneca must be notified a minimum of 10 business days in advance should they choose to cancel a usage date. Fees will not be refunded or adjusted should the Licensee fail to use the date they reserved. See section 6D.

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.

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.

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 other wise listed in section 5 of this agreement.
3. Licensee is responsible for keeping the Kiwanis youth center, diamond, field, park or rink and other areas in the vicinity free and clear of debris and garbage.
4. No alcoholic beverages or rowdiness will be allowed on the premises or in the immediate vicinity of any Town facilities or property.
5. There is no smoking of any kind permitted inside any town facility.
6. When using the Ice Rink all "Rink Rules" must be followed. These are posted in the main lobby of the ice rink.
7. Failure of Licensee to abide by the terms of this agreement may result in cancellation of this License by the Town.
8. Licensee acknowledges that its players have made themselves familiar with the terms of the Agreement and finds such terms acceptable.
9. Players and spectators WILL stay OFF the berm, if using the West Seneca Soccer Park.
10. Parking spots cannot be reserved for any Town facility
11. West Seneca Youth & Recreation reserves the right to cancel any scheduled use at any time, with no notice.
12. 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.

13. 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**

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

**EXHIBIT C - Permitted Use, Permitted Use Dates, Fees**

2016 Monday Dates:	Time:	Fee:
10/3/2016	4:15 - 5:15 PM	\$ 155.00
10/10/2016	4:15 - 5:15 PM	\$ 155.00
10/17/2016	4:15 - 5:15 PM	\$ 155.00
10/24/2016	4:15 - 5:15 PM	\$ 155.00
11/7/2016	4:15 - 5:15 PM	\$ 155.00
11/14/2016	4:15 - 5:15 PM	\$ 155.00
11/21/2016	4:15 - 5:15 PM	\$ 155.00
11/28/2016	4:15 - 5:15 PM	\$ 155.00
12/5/2016	4:15 - 5:15 PM	\$ 155.00
12/12/2016	4:15 - 5:15 PM	\$ 155.00
	Total Fee Due 12/12/2016:	\$ 1,550.00

2016 Friday Dates:	Time:	Fee:
10/7/2016	4:15 - 5:15 PM	\$ 155.00
10/14/2016	4:15 - 5:15 PM	\$ 155.00
10/21/2016	4:15 - 5:15 PM	\$ 155.00
10/28/2016	4:15 - 5:15 PM	\$ 155.00
11/4/2016	4:15 - 5:15 PM	\$ 155.00
11/11/2016	4:15 - 5:15 PM	\$ 155.00
11/18/2016	4:15 - 5:15 PM	\$ 155.00
11/25/2016	4:15 - 5:15 PM	\$ 155.00
12/2/2016	4:15 - 5:15 PM	\$ 155.00
12/9/2016	4:15 - 5:15 PM	\$ 155.00
	Total Fee Due 12/09/2016:	\$ 1,550.00

Learn to Skate/Joan Disbrow  
West Seneca Ice Rink 2016-17

FOR OFFICE USE ONLY			
<input type="checkbox"/> Insurance	<input type="checkbox"/> Filed @ Rec		
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ TA		
Org. C	<input type="checkbox"/> Filed @ Clerks		

2017 Monday Dates:	Time:	Fee:
1/9/2017	4:15 - 5:15 PM	\$ 155.00
1/16/2017	4:15 - 5:15 PM	\$ 155.00
1/23/2017	4:15 - 5:15 PM	\$ 155.00
1/30/2017	4:15 - 5:15 PM	\$ 155.00
2/6/2017	4:15 - 5:15 PM	\$ 155.00
2/13/2017	4:15 - 5:15 PM	\$ 155.00
2/20/2017	4:15 - 5:15 PM	\$ 155.00
2/27/2017	4:15 - 5:15 PM	\$ 155.00
3/6/2017	4:15 - 5:15 PM	\$ 155.00
3/13/2017	4:15 - 5:15 PM	\$ 155.00
	Total Fee Due 3/13/2017:	\$ 1,550.00

2017 Friday Dates:	Time:	Fee:
1/6/2017	4:15 - 5:15 PM	\$ 155.00
1/13/2017	4:15 - 5:15 PM	\$ 155.00
1/20/2017	4:15 - 5:15 PM	\$ 155.00
1/27/2017	4:15 - 5:15 PM	\$ 155.00
2/3/2017	4:15 - 5:15 PM	\$ 155.00
2/10/2017	4:15 - 5:15 PM	\$ 155.00
2/17/2017	4:15 - 5:15 PM	\$ 155.00
2/24/2017	4:15 - 5:15 PM	\$ 155.00
3/3/2017	4:15 - 5:15 PM	\$ 155.00
3/10/2017	4:15 - 5:15 PM	\$ 155.00
	Total Fee Due 3/10/2017:	\$ 1,550.00

**TOWN OF WEST SENECA**

By: Sheila M. Meegan, Town Supervisor

Dated:

(LICENSEE)



By: Joan Disbrow

Dated:





**WEST SENECA  
ICE SKATING CLASSES  
WEST SENECA ICE RINK**

**1250 Union Rd. (behind Town hall )**

**directed by**

**Skating Schools Unlimited**

**Mondays & or Fridays**



**Classes are open for ages 3 thru Adult , Beginner thru Advanced  
Mondays or Fridays 4:15 - 5:15 pm , 1/2 hr class & 1/2 hr practice  
10 wks = \$100 (recital at end) Parents may join practice time =\$35  
Start dates = Mon. Oct. 3 & Fri. Oct. 7 2016 (join late -we prorate)  
\* Also - winter program will start Fri. Jan. 6 & Mon. Jan. 9 2017  
Dress warm in layers, & gloves or mitts. Helmets for beginners  
Rental skates ?? To purchase call Skaters Edge = 636-3000  
Good 2nd skates = Buffalo Sports = 826-7700 More info.?? call Joan = 874-7704**

**Checks made out to Joan Disbrow 171 Villa Ave Buffalo NY 14216  
Registration will also be accepted at rink , 1/2 hr before class**

**PLEASE PRINT CLEARLY**

**NAME** \_\_\_\_\_ **AGE** \_\_\_\_\_ **LEVEL** \_\_\_\_\_ **DAY** \_\_\_\_\_ **TIME** \_\_\_\_\_  
**ADDRESS** \_\_\_\_\_ **TOWN** \_\_\_\_\_ **ZIP** \_\_\_\_\_  
**EMAIL** \_\_\_\_\_  
**HOME PHONE** \_\_\_\_\_ **CELL** \_\_\_\_\_  
**CHECK AMOUNT** \_\_\_\_\_ **CHECK #** \_\_\_\_\_ **CASH** \_\_\_\_\_

**NO REFUNDS AFTER FIRST CLASS**

**Skating Schools Unlimited, Joan Disbrow, coaches, and representatives shall not be held responsible for any damages or injuries suffered by the skaters, officials, or spectators. By submitting this application you do waive any rights to a claim against the above for any injuries and state you understand this waiver**

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

# CERTIFICATE OF INSURANCE

DATE: 6/14/2016

CERTIFICATE NUMBER: 20160614421751

## AGENCY:

ESIX 3 LLC  
d/b/a Entertainment & Sports Insurance eXperts (ESIX)  
d/b/a Entertainment and Sports Insurance Agency (California)  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Telephone)  
678-324-3303 (Facsimile)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

## NAMED INSURED:

Professional Skaters Association  
3006 Allegro Park SW  
Rochester MN 55902

Joan Disbrow  
171 Villa Ave.  
Buffalo NY 14216-1340

## INSURERS AFFORDING COVERAGE:

INSURER A: National Casualty Co. NAIC #: 11991

## POLICY/COVERAGE INFORMATION:

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS. TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
<b>A GENERAL LIABILITY</b>				
<input checked="" type="checkbox"/> Occurrence	KRO0000006342800	7/1/2016 12:01 AM	7/1/2017 12:01 AM	GENERAL AGGREGATE (Per Coach) \$5,000,000
<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
<input checked="" type="checkbox"/> Professional Liability				DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
				MEDICAL EXPENSE (Any one person) EXCLUDED
				PERSONAL & ADV INJURY \$1,000,000
				PRODUCTS-COMP/OP AGG \$5,000,000

## DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Covered Activities: Figure skating related instructions such as strength and harness training, conditioning, ballet/modern/jazz dance, in-line skating, plyometrics, power/speed skating and/or power hockey by member instructors of the Professional Skaters Association

EXCLUSION-DESIGNATED OPERATIONS: Non USA-based instructors/Instruction & Office Premises Liability

The General Liability policy includes \$1,000,000 Each Occurrence / \$2,000,000 Aggregate Abuse or Molestation Coverage.

Coverage available under Nationwide Life Insurance Company policy #SPX0000027505500 is on file with the policy holder. Policy Effective Date: July 1, 2016; Policy Expiration Date: July 1, 2017. Accidental Death and Dismemberment \$10,000; Excess Accidental Medical \$10,000, Deductible \$2,500; Weekly Accident Income \$200

## CERTIFICATE HOLDER:

Joan Disbrow  
171 Villa Ave.  
Buffalo NY 14216-1340

## NOTICE OF 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:

