



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: August 23, 2017
RE: Learn to Skate Usage Permit & License Agreement 2017-18

Dear Honorable Town Board,

Kindly move to accept the attached agreement with Joan Disbrow on behalf of Learn to Skate for the 2017-18 season.

Respectfully Submitted,

Lauren J. Masset
Recreation Supervisor

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 Joan Disbrow, on behalf of Learn to Skate, located at 171 Villa Ave. Buffalo, NY 14216 (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 September 1, 2017, and end on March 31, 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:

Learn To Skate (LTS) 2017-18

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

Licensee Representative

Name and Title: Joan Disbrow / Learn To Skate
 Address: 171 Villa Ave. Buffalo, NY 14216
 Phone: 716-874-7704
 Email: joandisbrow@hotmail.com

5. On or before the last day of each session, the Licensee shall pay to the Town \$165.00 per each hour of ice rink rental 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.

Session 1	Start Time	End Time	2017 Oct	2017 Nov	2017 Dec	Total Dates
Monday	4:15 PM	5:15 PM	2,9,16,23,30	6, 13, 20, 27	4	10
Friday	4:15 PM	5:15 PM	6,13,20,27	3, 10, 17, 24	1,8	10
						20 Uses x \$165.00
						Total Due 12/8/2017 \$3,300.00

Session 2	Start Time	End Time	2018 Jan	2018 Feb	2018 Mar	Total Dates
Monday	4:15 PM	5:15 PM	8, 15, 22, 29	5, 12, 19, 26	5, 12	10
Friday	4:15 PM	5:15 PM	12, 19, 26	2, 9, 16, 23	2, 9, 16	10
						20 Uses x \$165.00
						Total Due 3/16/2018 \$3,300.00

6. Other Licensee obligations: Licensee shall:
- a.) Pay for its own copying and printing costs;
 - b.) Provide its own audio equipment; and
 - c.) Shall work in harmony with regard to scheduling certain hockey tournaments and try-outs.

7. Other Town obligations: N/A

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 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.

Learn To Skate (LTS) 2017-18

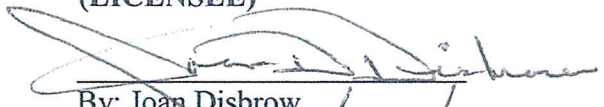
FOR OFFICE USE ONLY	
<input type="checkbox"/> Insurance	<input type="checkbox"/> Filed @ Rec
<input type="checkbox"/> Fees Paid	<input type="checkbox"/> Filed @ TA

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: 8/18/17

CERTIFICATE OF INSURANCE

PRINT DATE: 7/26/2017

CERTIFICATE NUMBER: 20170726033159

AGENCY:

ESIX, a division of Integro USA Inc.
d/b/a Integro Insurance Brokers
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

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 Joan Disbrow
3006 Allegro Park SW 171 Villa Ave
Rochester MN 55902 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:
A GENERAL LIABILITY				
X Occurrence	KRO0000006941100	7/1/2017 12:01 AM	7/1/2018 12:01 AM	GENERAL AGGREGATE (Per Coach) \$5,000,000
X Participant Legal Liability				EACH OCCURRENCE \$1,000,000
X 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:

The certificate holder is an additional insured but only with respect to liability arising out of the operations of the named insured as per Form KR-GL-56(4/07): Additional Insureds Owners and/or Lessors of Premises, Sponsors or Co-Promoters

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.

CERTIFICATE HOLDER:

Town of West Seneca
1250 Union Rd.
West Seneca NY 14224

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:

