

RECEIVED  
FEB 28 2022  
BY: DM

AGREEMENT

For Use of Facilities of the Town of Pendleton  
By Non-Town Organizations

Name of Organization Central Niagara RV Thunder

Name of Representative Sen McManus

Mailing Address \_\_\_\_\_

Contact Person (if different) \_\_\_\_\_ Phone \_\_\_\_\_

Requests use of the facilities at  Town Hall  Park Shelter  Old Highway Garage

Other (specify) Bomball Dinners

Room(s) (if applicable, please specify) \_\_\_\_\_

Equipment (if applicable, please specify) \_\_\_\_\_

Other (describe) \_\_\_\_\_

Date(s): 4/18 - 7/13 Time(s): Start \_\_\_\_\_  AM  PM; End \_\_\_\_\_  AM  PM

Please describe activity Bomball games and picnics

*It is mutually agreed that only the facilities listed above are to be used by the above named organization and only for the date(s) and time(s) requested.*

Date 2/27/22 Signature of Organization Representative [Signature]

Remarks \_\_\_\_\_

Note: It may become necessary to displace a group/activity due to unforeseen circumstances. Town of Pendleton activities will at all times take priority over non-Town activities.

Town Clerk Authorization

Date 3/4/22 Signature of Town Clerk Deborah K. Maurer

*Park facilities use also requires* Signature of Highway Superintendent \_\_\_\_\_

Insurance Certificate Required  YES  NO Certificate Provided  YES  NO

Requested Facilities Available  YES  NO

Remarks Next step - work w/ DPW to schedule field dates

Town Board Authorization

Authorized by \_\_\_\_\_ Approved at \_\_\_\_\_ TB Meeting

Date \_\_\_\_\_ Signature / Title of Authorizing Authority \_\_\_\_\_

**In consideration of the use of the Town of Pendleton facilities, the aforementioned organization on this form agrees to abide by the following rules and regulations established by the Town:**

1. Admission fees are not to be charged unless the proceeds are to be expended for charitable purposes only, except as provided by law.
2. Grounds and buildings must be kept clean, neat and orderly.
3. Organizations must assume responsibility for keeping order while they are using the facilities.
4. All costs resulting from careless use of Town property or damage to Town property will be assessed against the organization.
5. Only the facilities provided in this agreement are to be used. They must be used only at the time(s) designated.
6. Tobacco use within Town buildings is prohibited. No tobacco use is allowed within 100 feet of any athletic field, playground, or other park location where children under 18 years of age are assembled.
7. Alcoholic beverages are not allowed at any time in Town buildings. Furthermore, the use of alcoholic beverages at the time of any organized youth event is prohibited. Examples include organized baseball and softball games and practices.
8. Skateboards, rollerblades and similar items may not be used inside any Town building.
9. All schedules must be completed and approved by the Town Clerk (Town Hall use) and/or Highway Superintendent (Town Park use), and no changes are to be made without his/her approval.
10. Bicycles, wagons, etc. are not to be taken inside a Town building.
11. Bounce houses and other similar inflatable structures are not permitted on Town property.
12. Propane cylinders for portable cooking devices are limited to portable cylinders/tanks no larger than 20 lb. / 5 gallon in size.
13. In case the person in charge is changed, the organization must report that fact in writing immediately to the Town of Pendleton.
14. In case of an accident resulting in injury to any person or damage to any property, it **MUST BE REPORTED** immediately to Town Board. All reports **MUST** be in writing.
15. Facilities usage is limited to Town of Pendleton organizations in which the majority of members are Town residents.
16. The Town Board reserves the right to alter or change any or all provisions of this agreement or to cancel it in its entirety at any time providing that notice of such action be given in writing to the organization concerned.
17. The Town Board requires a **Certificate of Insurance** from the organization and it must have the required insurance coverage(s) as identified in the Facilities Use Agreement Rules and Regulations affixed to this application before this application will be considered.
18. Groups will be required to enter/exit the Town building(s) promptly at the time designated and approved.

**TOWN OF PENDLETON  
FACILITIES USE - GENERAL ANNOUNCEMENT**

**GENERAL ANNOUNCEMENT**

Directions: the group representative should make the following general announcement to the group participants.

**1.0 Cancellation of Program**

In the event the Town of Pendleton Town Hall is closed due to some unforeseen circumstance (inclement weather, power failure, etc.) your group may not be able to meet on that day. It is at the discretion of the Town Board to allow facilities usage in such circumstances.

Should this occur the Town will make every effort to make a general announcement on the local radio stations and/or Town website. Please advise your participants should this situation arise.

**2.0 Fire Alarms**

If the fire alarms sounds while your group is present in the building all participants must leave the building immediately. Prior to the start of your activity, the group should familiarize itself with the nearest exit routes and the quickest means of egress. Remember to evacuate the school immediately when you hear the audible fire alarm!

**3.0 Safety Rules**

The safety and well being of building occupants is of the utmost importance to the Town Board. Group representatives are required to inform all participants of the following items:

- 3.1 Designated parking areas.
- 3.2 Emergency exits and egress routes.
- 3.3 Construction activities and other "stay clear" areas in the buildings/grounds.
- 3.4 Adherence to all Facility Rules and Regulations

I Sen McMenis acknowledge that I have received a copy of the General Announcement sheet, emergency exiting and designated parking area diagrams and agree to assume the full responsibility for notifying the participants of the Central Meyer 12V Thunder of these items. (Name of Group)

  
Signature - Requesting Officer

Sen McMenis  
Print Name

2/24/22  
Date

**FACILITIES USE AGREEMENT  
RULES AND REGULATIONS**

It is the responsibility of the Town Board to assure that the use of Town buildings, equipment and grounds will at all times meet New York State, Niagara County, and Town of Pendleton rules, regulations, ordinances, and laws. Additionally, the Town Board is further responsible for ensuring the safety of all visitors to Town property and also limiting any exposure to unnecessary or unreasonable liability

Your assistance and cooperation in following the rules identified below will assist the Tow Board in fulfilling their responsibility to the community. Please be aware that any group unable to comply with these rules may be assessed for damages that occurs to any Town facilities, property, or equipment during use or have their building use privileges suspended or discontinued.

**All groups requesting the use of Town of Pendleton facilities must agree to the following conditions:**

1. Alcoholic beverages are not permitted on Town property.
2. Smoking on Town property is not permitted within 100 ft. of any athletic field or playground.
3. Fighting or other violent acts are not permitted on Town property.
4. Any individual or group that damages Town property shall be responsible for all costs required for repair. Groups are responsible to report items damaged during use.
5. Groups are responsible to return the facilities to the same safe and clean condition in which they were found. Nothing will be removed from any building at any time without permission. This includes all furniture.
6. Groups are responsible to provide their own on-site supervision and shall remain with the group until all participants have left the premises. Participants should remain in the area that was approved for their use on their building use form.
7. Groups that have not received proper authorization from the Town to use Town facilities will not be permitted in/on Town properties. Proper authorization includes a Board-approved building use form.
8. A **Certificate of Insurance** must be obtained with the Town of Pendleton as the certificate holder on the sponsoring group's liability policy, along with this signed form. In the description of the operations box, the following must be included:
  - a. The group name and activity
  - b. The Town must be named as Additional Insured on a **primary and non-contributory** basis including the following statement: *"Town of Pendleton and its employees, elected leaders, committee members, board members, are hereby named as Additional Insured."* The Certificate **MUST** reference the policy form(s) being used to effect this **PRIMARY AND NON-CONTRIBUTORY** coverage.
9. **Certificate of Insurance** must have the **required** insurance coverage checked () below with carriers with an A.M. Best rating of A- or higher and licensed as "admitted" carriers by NYS Insurance Department :
  - a. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury and property damage liability.
 

General Aggregate	\$2,000,000
Products & Comp/Ops. Aggregate	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000
  - b. **Sexual Misconduct (Molestation or Abuse) Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
  - c. **Automobile Liability** insurance covering all owned, hired and "non-owned" vehicles with a minimum limit of:
 

Combined Single Limit	\$1,000,000
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  - d. **Umbrella or Excess Liability**

Per Occurrence	\$5,000,000
Aggregate	\$5,000,000
  - e. **Workers' Compensation** - evidence must be presented on form C-105.2 or U.26.3
  - f. **New York Disability Benefits** - evidence must be presented on form DB-120.1

I John McManis agree on behalf of the organization indicated below that all members and guests will observe the above regulations and that we, individually and as an organization, will assume full financial responsibility for any and all damages done to Town of Pendleton property. We also agree that our organization will at all times hereafter indemnify the Town of Pendleton against any loss, damage or expense of any kind, which said Town may sustain or incur as a result of the attached approved Facilities use by our organization and we will further hold said Town harmless for loss of any kind in connection therewith.

Central Niagara H.O. Thunk  
Name of Group

[Signature]  
Signature - Requesting Officer

2/28/22  
Date



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
**02/16/2022**

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 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).

<b>PRODUCER</b> SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	<b>CONTACT NAME:</b> Sports Dept <b>PHONE (A/ C, No. Ext):</b> 800-622-7370   <b>FAX (A/ C, No):</b> 803-256-4017 <b>E-MAIL ADDRESS:</b> amateur@sadlersports.com <b>PRODUCER CUSTOMER ID#:</b>
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**INSURED**  
Central Niagara Baseball & Softball Association Inc  
12U Thunder  
5112 Upper Mountain Rd  
Lockport, NY 14094  
  
Application ID: 344026  
A Member of the Sports, Leisure & Entertainment RPG

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: NATIONWIDE MUTUAL INSURANCE COMPANY		23787
INSURER B:		
INSURER C:		
INSURER D:		

**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.

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/ DD/ YYYY)	POLICY EXP (MM/ DD/ YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		6B RPG 7484600	12:01AM ET 02/09/2022	12:01AM ET 02/09/2023	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability)	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							MEDICAL EXPENSES (other than participants)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE (other than Products- completed Operations)	\$5,000,000
							PRODUCTS- COMP/ OP AGG	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS (not provided while in Hawaii) <input checked="" type="checkbox"/> NON- OWNED AUTOS (not provided while in Hawaii)			6B RPG 7484600	12:01AM ET 02/09/2022	12:01AM ET 02/09/2023	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS- MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? Y/ N (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> WC STATUTORY LIMITS	
							<input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	<b>MEDICAL PAYMENTS TO PARTICIPANTS</b>			6B RPG 7484600	12:01AM ET 02/09/2022	12:01AM ET 02/09/2023	EXCESS MEDICAL	\$250,000
							AD&D	NONE
							DEDUCTIBLE	\$100

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

**RE: COVERED SPORTS Baseball 12 & Under,**  
 Sexual Abuse or Sexual Molestation Liability - \$1,000,000 Each Occurrence (included above)/ \$1,000,000 Aggregate (included above). The \$1,000,000 each occurrence coverage replaces the \$100,000 defense reimbursement coverage/ limits.  
 Abuse, Molestation, Harassment or Sexual Conduct Defense Cost Reimbursement - \$100,000

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.  
 High Brain Injury Sports - For Deck/ Floor/ Field/ Street Hockey, Flex Football (age 19 & under), Roller Hockey (quad), Cheerleading (age 19 & under), Lacrosse (age 19 & under), Tackle and contact football (age 19 & under), Soccer (age 19 & under), Water Hockey (age 19 & under), Wrestling (age 19 & under), and Umpire/ Referee Associations for the above High Risk Concussion Sports. Limited Coverage for "Brain Injury" endorsement applies- Brain Injury Limit \$1,000,000 occurrence/ \$1,000,000 aggregate, Brain Injury Loss Adjustment Expense Limit \$1,000,000 occurrence/ \$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
RELATIONSHIP: Property Owner/ Lessor	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Sadler Sports: Amateur Teams / Leagues Insurance Plan

Town of Pendleton  
6570 Campbell Blvd.  
Pendleton, NY 14094

AUTHORIZED REPRESENTATIVE



Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

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ISO | Commercial General Liability Forms | 07/01/04

POLICY NUMBER: 6B RPG 7484600

INSURED: Central Niagara Baseball & Softball Association Inc

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

1. Name of Additional Insured Person(s) or Organizations(s):
Town of Pendleton 6570 Campbell Blvd. Pendleton, NY 14094
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

**A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Date Added: 02/07/2022 02:57:13 PM

CG 20 26 04 13