

AGREEMENT

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

RECEIVED
JAN 03 2025

BY:

Name of Organization Pendleton Ski Club

Name of Representative Jacqueline A Duncan

Mailing Address 10650 Shee-tram Rd Phone (716) 609-4186

Contact Person (if different) _____ Phone _____

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

☒ Other (specify) Parking Lot for Approx. 6-8 Automobiles

Room(s) (if applicable, please specify) _____ See Dates (8 weeks)

Equipment (if applicable, please specify) _____

Other (describe) _____

Date(s): 1/4/25, 1/11/25, 1/18/25, 1/25/25, 2/1/25, 2/8/25, 2/15/25 & 2/22/25 Time(s): Start 1:50 ☐ AM ☒ PM; End 11:00 ☐ AM ☒ PM

Please describe activity Lot used as a temporary pick up/drop off
Location for Bedore Tours Coach Bus to Stop

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 1-3-25 Signature of Organization Representative [Signature]

Remarks This is our 3rd year Made successful with Cooperation of

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.

All community Parents, Members and your Support.
Thank You
Jacqueline A. Duncan

Town Clerk Authorization

Date _____ Signature of Town Clerk _____

Park facilities use also requires Signature of Highway Superintendent _____

Insurance Certificate Required ☐ YES ☐ NO

Certificate Provided ☐ YES ☐ NO

Requested Facilities Available ☐ YES ☐ NO

Remarks _____

Town Board Authorization

Authorized by _____ Approved at _____ TB Meeting

Date _____ Signature / Title of Authorizing Authority _____

**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 law.

Your assistance and cooperation in following the rules identified below will assist the Town 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 occur to the Town facilities 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
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 condition in which they were found. Nothing will be removed from any building at any time.
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 Jacqueline Duncan 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.

Pendleton Ski Club
Name of Group

[Signature]
Signature - Requesting Officer

1/3/25
Date

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

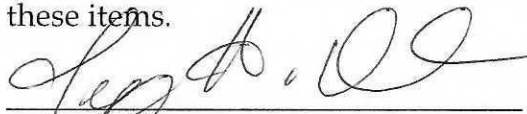
If the fire alarms sounds while your group is present in the building all participants must leave the building immediately. Prior to the start of your activity, the group should familiarize itself with the nearest exit routes and the quickest means of egress. Remember to evacuate the Town facility immediately 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 Jacqueline A. Duncan 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 Pendleton Ski Club of these items.
(Name of Group)


Signature - Requesting Officer

Jacqueline A. Duncan
Print Name

01/03/2025
Date



CLARE-8

OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/20/2024

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 United Insurance Agency, Inc. 90 Bryant Woods South Amherst, NY 14228 John G. Floss	716-632-6118	CONTACT NAME: Sheila Mack PHONE (A/C, No, Ext): 716-632-6118 FAX (A/C, No): 716-631-5045 E-MAIL ADDRESS: smack@uiai.com
INSURED Clarence Holiday Valley Ski Club 8459 Sheridan Dr Williamsville, NY 14221		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins. Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
		NAIC # 18058

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"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK2634304-004	12/22/2024	12/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$
	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				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The Town of Pendleton is included as additional insured regarding
Clarence Holiday Valley Ski Club's use of parking lot for bus pickup.

CERTIFICATE HOLDER

TOWNPEN

Town of Pendleton
Town Hall
6570 Campbell Blvd
Lockport, NY 14094

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

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 except when the proceeds are to be expended for charitable purposes, 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.
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 and/or Highway Superintendent, 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. In case the person in charge is changed, the organization must report that fact in writing immediately to the Town of Pendleton.
12. 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.
13. Facilities usage is limited to Town of Pendleton organizations in which the majority of members are Town residents.
14. 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.
15. 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.
16. Groups will be required to enter/exit the Town building(s) promptly at the time designated and approved.