## BUFFALO LEGACY PROJECT, INC.
PIERCE FIELD AT MULROY PARK—USER AGREEMENT

Organization ____________________________________________________________

Address __________________________________________________________________

City________________________ State_________ Zip _______________

Contact Person/Responsible Party _____________________________________________

Mobile # ___________________________ Alternate # ___________________________

Facility: ☐ Pierce Field
☐ Pierce Field and Practice Field

<table>
<thead>
<tr>
<th>Rental Date(s)</th>
<th>Start Time (am/pm)</th>
<th>End Time (am/pm)</th>
<th>Est. Attendance</th>
<th>Rental $/hr</th>
<th>Total</th>
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Sport or activity being played ________________________________________________

Rental $________________ total, to be paid in full at least two weeks prior to first rental date.

By signing below, the user agrees to the terms set forth above and the terms and conditions set forth on the following page(s). In addition, the User has read Pierce Field regulations and agrees to adhere to them. As the responsible party for the field rental, the person signing on behalf of the user will make all persons using the field(s) during the above times aware of the rules and regulations associated with the use of the field(s).

The responsible party is at least 21 years of age. I understand and will ensure that an authoritative representative of the organization, at least 21 years of age, will be present at Pierce Field for the duration of the rental. I understand that the user is solely responsible for any and all supervision during rental.

_______________________________________ Buffalo Legacy Project, Inc.
Organization Name

By: ___________________________________________ By: ____________________________
Name: ______________________________________ Name: ____________________________
Title: ________________________________________ Title: ____________________________

Date of Signature __________________________ Date of Signature __________________________

8065636.1
Terms and Conditions of Use of Pierce Field at Mulroy Park

The User named on page one of this Agreement and Buffalo Legacy Project, Inc. hereby agree as follows:

1. Cancellation. The User shall provide Buffalo Legacy Project with as much notice as possible prior to cancellation of any rental date. Buffalo Legacy Project will refund the hourly usage fee for the cancelled time, less a 10% service fee, only to the extent that another user for the field is found for such time and pays the same usage fee. If any usage is cancelled due to weather, Buffalo Legacy Project will work with the User to schedule a mutually acceptable rain date.

2. Maintenance and Cleanup. The User will return the field(s) in the same condition as delivered, normal wear and tear excepted. The User will be responsible for the cost of any cleaning required by Buffalo Legacy Project. The User will be responsible for all damage to Mulroy Park or Pierce Field caused by the User, its employees, participants, volunteers, agents or invitees.

3. Use of Alcohol and Tobacco. The presence or consumption of alcoholic beverages and smoking are not permitted at Mulroy Park during the rental periods.

4. Security. The User will provide security for each use of Pierce Field. Prior to each use, the User will consult with Buffalo Legacy Project regarding the anticipated use of Pierce Field to determine the appropriate level of security for such event.

5. Concessions. Buffalo Legacy Project reserves the right to provide concessions at User’s events under this Use and Rental Agreement.

6. Indemnification. The User shall indemnify, defend and hold harmless the City of Buffalo, Buffalo Legacy Project, Savarino Properties, LLC and its affiliates, and each of their respective members, managers, directors, officers, employees, volunteers and agents, from and against any and all claims, losses, damages, demands, suits, causes of action, expenses, fees (including attorneys’ fees), costs and judgements arising directly or indirectly from (a) the use of Mulroy Park, Pierce Field or the practice field by User or any of its employees, participants, volunteers, agents or invitees, (b) any act or omission of User, its employees, participants, volunteers, agents or invitees, and/or (c) any breach or violation of this Agreement by User.

7. Insurance. The User shall provide Buffalo Legacy Project, prior to the use of Mulroy Park, with a certificate of insurance confirming the existence of liability insurance covering injury and death to persons and damage to property in an amount not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The following entities must be listed on Certificate of Insurance as additional insureds on a primary/non-contributory basis as follows:

- Buffalo Legacy Project, Inc.
- c/o Savarino Properties, LLC
- 500 Seneca Street, Suite 508
- Buffalo, NY 14204

- City of Buffalo
- 65 Niagara Square
- City Hall—Room 505
- Buffalo, NY 14202

- Savarino Properties, LLC
- 500 Seneca Street, Suite 508
- Buffalo, NY 14204

8. Compliance with Laws. The User shall comply, and shall assure the compliance of all of its employees, participants, volunteers, agents and invitees, with all applicable federal, state and city laws and ordinances, including without limitation all city ordinances applicable to city parks. In addition, the User will assure that all participants in its sporting events or practices comply with all recommended head injury and other safety protocols.