

**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

Rental Date(s)	Start Time (am/pm)	End Time (am/pm)	Est. Attendance	Rental \$/hr	Total

Sport or activity being played _____

Rental \$/hr: **Youth**-- Premium (before 5PM): \$115/hr Nonpremium (after 5PM): \$80/hr
 Adult— Premium (before 5PM): \$125/hr Nonpremium (after 5PM): \$100/hr

Rental \$ _____ total, to be paid in full at least two weeks prior to first rental date. **Checks are to be made out to the Buffalo Legacy Project, Inc., and mailed to 2448 Delaware Ave., Buffalo, NY 14216.**

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.

Organization Name

By: _____
Name:
Title:

Date of Signature

Buffalo Legacy Project, Inc.

By: _____
Name:
Title:

Date of Signature

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 the Buffalo Legacy Project, Inc., with as much notice as possible prior to cancellation of any rental date. The Buffalo Legacy Project, Inc., 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, the Buffalo Legacy Project, Inc., 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 the Buffalo Legacy Project, Inc. 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 the Buffalo Legacy Project, Inc., regarding the anticipated use of Pierce Field to determine the appropriate level of security for such event.
5. **Concessions.** The Buffalo Legacy Project, Inc., 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 and the Buffalo Legacy Project, Inc., 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. The use of Mulroy Park, Pierce Field or practice field is at each individual or consenting party's own risk and the City of Buffalo and the Buffalo Legacy Project Inc., shall not be held responsible for injury or health risk.
7. **Insurance.** The User shall provide the Buffalo Legacy Project, Inc., 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. There shall be no exclusion for communicable disease, or athletic injury and the certificate should state that no exclusions apply. This certificate must include a Waiver of Subrogation to be provided in favor of the City of Buffalo and the Buffalo Legacy Project, Inc., their affiliates, and each of their respective members, managers, directors, officers, employees, volunteers, and agents. Statutory compliance with NY State Workers' Compensation and Disability coverage for any users subject to State Mandate is required. 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.
2448 Delaware Ave
Buffalo, NY 14216

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

8. **Compliance with Laws.** The User shall comply and shall assure the compliance of all 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 and requirements as set forth by New York State in response to the COVID-19 Public Health Emergency. (For More Information See: <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>). The Buffalo Legacy Project, Inc., and the City of Buffalo shall not be held responsible for the User's failure to comply with any federal, state and city laws, ordinances, and guidelines. 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.