

Crestwood Local School District



Facility Use Liability Insurance Information Packet

Provided by:



School Insurance program
❖ Safer schools ❖ Safer students ❖ Better future

Presented by:

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Community Use of Facility Guidelines

The School Board encourages the use of facilities and grounds. The following guidelines are given to promote the efficient coordination of activities, proper use of space, and foster a coordinated approach of our spaces. School facilities may be used upon official request for such use.

Steps to using a School Facility:

1. Contact the district to obtain Facility Use Agreement guidelines
2. Provide type of event, as well as the desired date, time, and space requested

Please Note the Following Rules:

- According to law; all school buildings and grounds are tobacco and alcohol free.
- Weapons and firearms in any forms are not allowed on school district property except for authorized instructional programs and/or law enforcement personnel.
- Flammable substances may not be used within school buildings.

Liability:

- Users of the school facilities shall agree to indemnify the school district for any damage to school or other property by any person or persona attending the activity.
 - A Certificate of Liability Insurance is required by the school district listing the school as "Additional Insured".
 - Applicants agree to assume full responsibility for injury or death of activity participants, and damages to property that may occur in the facility they are using.
 - If a group brings in its own equipment; the district assumes no liability in connection with the use, loss or damage of that equipment. Any equipment must be removed from site after rental is completed.
 - Authorization given for use of school facilities shall not be considered an endorsement or approval of the activity, group or organization; nor the purpose they may represent.
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Supervision:

- All activities must be supervised by a competent and responsible adult, with the organization using the facilities assuming full responsibility for any damage.
- School personnel on duty (custodian or building supervisor) will supervise the operation of facilities, but are not required to supervise the group or its activities.
- Please confine your meetings/activities to areas reserved in advance. For safety reasons, children need to stay with the group and must be supervised at all times.
- Please leave areas used in an orderly condition. If additional hours are required for clean-up, an additional charge for personnel costs may be added to the facility use fee.
- Please report damage to facilities or equipment to authorized school personnel immediately.
- Organizations using kitchen facilities must have a District food service employee on duty to supervise food preparation.
- Outdoor activities may require a district's grounds staff to be in attendance.
- User groups must provide their own first aid supplies.

Cancellation:

- When District Schools are closed due to inclement weather or building emergencies; all facility use permits are cancelled.
- Occasionally, facility use permits for a scheduled event must be cancelled in order to accommodate unforeseen events or emergency changes in school functions. If such a conflict occurs, every effort will be made to relocate the activity.

Loss Prevention Reference Note

School Facility Use and Use Agreements

Schools are frequently asked to permit the use of school property and facilities by outside groups including local government, community organizations, social and fraternal groups, the general public and even other schools. While this practice is advantageous to the school and community, it is essential to take appropriate steps to ensure that property and facilities are protected and that the risk of loss is properly managed or transferred.

The first step is to develop clear guidelines on what groups and activities will be accepted. The criteria should be based on protecting school assets and reputation and reviewed by school attorneys to ensure that they are not discriminatory. For example, the criteria should specifically exclude dangerous activities such as fireworks or pyrotechnics, assembly with "festival" type seating, flammable or combustible materials and dangerous animals, to name a few.

Each facility use should be covered by a written agreement that specifies the parties, activities, dates, times and premises, and includes restrictions on use and activities. The agreement should be signed prior to any facility use.

Financial protection for the school is achieved by requiring that anyone using school facilities or equipment have insurance in place to protect the school. The insurance policy should be provided by a carrier having an A.M. Best financial rating of A- or better and should name the school as an additional insured. A copy of the policy or a certificate of insurance is needed to verify coverage and limits. Additionally, risk transfers in the form of hold harmless agreements are essential.

Access to school facilities should be limited to those areas specified in the agreement. Physical barriers or locked doors should be used to segregate off limit areas. A requirement for security should be included for events with large numbers of attendees.

A school representative should be present at any significant event and the school custodial or maintenance department should be retained for inspection and any clean up not performed by the User(s) after the event. This will help ensure appropriate actions and document post event conditions.

A sample facility use agreement is provided on the following pages. This agreement is simply an example. This sample should not be construed as being our recommendation or endorsement of facility use policies or agreements that are appropriate for your particular school. In providing this sample to you, we are not intending to provide legal advice. You should review and develop your school's policies and agreements with the advice of your own legal counsel.

Ohio Casualty maintains a staff of **School Safety Professionals** who can work with you on your Safety and Loss Prevention needs. For additional services please contact your Independent Insurance Agency or Ohio Casualty Loss Prevention by email at: OCSchoolSafety@ohiocasualty-ins.com

Any organization, group, or entity shall, at its sole cost, purchase and maintain in full force during the period in which this Right of Entry is effective the following insurance coverage, with limits of liability not less than those set forth below:

General Liability <i>each occurrence</i>	\$1,000,000
Personal & Advertising Injury	\$1,000,000
Damage to Premises Rented to You	\$ 300,000
Medical Expenses	\$ 15,000
General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Umbrella Liability	\$1,000,000

Understanding the Acord Certificate of Insurance

PRODUCER
Insurance Agent/Broker who issues certificate.

NAME OF INSURED
Must be the legal name of the contracting party.

INSR LTR
The letter entered here indicates the company providing this coverage from the list of "Insurers Affording Coverage" previously listed.


ADD'L INSRD
Beside each required coverage this block should be marked - This indicates you are an Additional Insured on the referenced policy

TYPES OF INSURANCE
Indicates coverages provided.

POLICY FORM
"Claims made" or "occurrence" form; *see definition below

GEN'L AGGREGATE LIMIT
This indicates that the coverage limit applies to the policy, project or location.

POLICY NUMBER
Actual policy number must be provided.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/09

PRODUCER
ACME Insurance Agency
123 Agent Street
Anywhere, NC 28000

INSURED
ABC Company
999 Policyholder Ave
Anytown, NC 28000

INSURERS AFFORDING COVERAGE

INSURER A	Best Insurance of NC	NAIC #
INSURER B	Star Insurance	
INSURER C	State Insurance Company	
INSURER D		
INSURER E		

COVERAGES

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

INSR ADD'L TR. INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC	GL1234567	7/1/09	7/1/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMMER LOG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA-27582-09	8/7/09	8/7/09	COMBINED SINGLE LIMIT \$ 1,000,000 SOCL Y INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ 10,000	2751-82-0953 UM	6/15/09	6/15/09	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$ AGG \$ AGG \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Blank entry in HR) If yes, describe under SPECIAL PROVISIONS below OTHER	WC-94155-09	8/7/09	8/7/09	<input checked="" type="checkbox"/> NO STATUTORY LIMITS E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
XYZ Industries
200 Main Road
Somewhere, NC 28000

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE: *Bill Smith*

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DATE
Actual date certificate was issued.

INSURERS AFFORDING COVERAGE
Name of insurance companies who provide coverages.

LIMITS OF INSURANCE
Should be equal or greater to limits on your policy.

POLICY EXPIRATION DATE
If occurrence form, date must be on or after termination of contract.

POLICY EFFECTIVE DATE
Must be prior to or coincidental with effective date of contract.

DESCRIPTION OF OPERATIONS
Identifies operations, locations and special provisions for this certificate.

CERTIFICATE HOLDER
Should be your company's legal name.

NOTICE OF CANCELLATION
Must be modified as indicated; 30 days minimum required.

AUTHORIZED REPRESENTATIVE
Must be signed by agency personnel, not stamped.

* For "occurrence" form coverage, date should be on or after the termination date of contract; if "claims-made coverage," coverage must survive for a period not less than three years following termination of contract and should provide for a retroactive date of placement prior to or coinciding with the effective date of contract.

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Certificates of Insurance

What is a certificate of insurance?

A Certificate of Insurance is document that indicates the existence of insurance coverages for a Company.

Businesses supplying goods or services to customers use certificates of insurance to assure their customers that they have insurance coverage to cover injuries that may occur to their employees, members of the public, or property damage due to the work they are performing.

When would I need to get a certificate of insurance?

You should require a certificate of insurance any time your company is involved with a contractor, service provider, or is involved in leasing/renting property to others. By verifying a business has their own insurance you are limiting your company from being financially responsible for the actions of these businesses that cause physical damage to property or injury to employees or the public.

How can certificates save me money?

Insurance rates are determined by past losses and risk. When work is performed on your behalf by an uninsured business you (and sometimes your insurance company) may assume the risk and are responsible for the losses the uninsured business may have. As such, your insurance company may charge additional premium for these additional risks they assumed on your behalf.

Examples:

- You hire an uninsured plumber to remodel a bathroom and he uses a torch to solder a pipe. Unfortunately he burns down the building and the adjoining building. Since he is uninsured, your property insurance policy may cover the losses to your building and your liability policy would respond to a claim for damage to the adjoining building.
- An uninsured roofing contractor is working on your behalf at a jobsite, on a building you own, or on your premises. The uninsured contractor's employee falls off the roof and is severely injured. Since the roofing contractor is uninsured, your company may be responsible for this employee's Workers Comp loss and possibly be involved in a law suit for failure to provide a safe work site.
- You lease a tenant space to a retail store. A customer falls on the premises from a drink that was spilled on the floor. If your tenant does not have insurance you may be responsible for the customer's doctor bills, loss of income, and other court awarded damages.

Note, even in the event no loss(es) occurred, in the above situations, your insurance company is entitled to charge you additional premium for these uninsured operations since they provided coverage for these situations.

What should I do when I receive a certificate of insurance?

You should review all certificates provided to you for accuracy and for conformance to your specified insurance requirements. Refer to the information on the reverse of this document to verify the certificate is accurate and complete.

How should I manage the certificates that I receive?

Certificates of Insurance indicate policy effective dates. You should establish a procedure to require a new certificate 30 days prior to the indicated expiration date. No work by a contractor or service provider should be allowed without a current certificate of insurance being on file. Requiring certificates of insurance should be a part of contracts your Company enters into.

Certificates should be retained a minimum of seven years or to meet your State's statutes of limitations. Retention of these certificates provides information should a future loss occur. Also your insurance company auditor will review these certificates and not charge additional premium for services provided by an insured business or service provider.

The illustrations, instructions and principles contained in the material are general in scope and, to the best of our knowledge, current at the time of publication. No attempt has been made to interpret any reference codes, standards or regulations. Please refer to the appropriate code, standard, or regulation-making authority for interpretation or clarification. Provided that you always reproduce our copyright notice and any other notice of rights, disclaimers, and limitations, and provided that no copy in whole or part is transferred, sold, lent, or leased to any third party, you may make and distribute copies of this publication for your internal use.