

**NORTH MERRICK U F S D
APPLICATION FOR USE OF SCHOOL FACILITIES**

PLEASE COMPLETE ALL INFORMATION AND FORWARD TO THE RESPECTIVE SCHOOL FOR APPROVAL

NAME OF COMMUNITY GROUP OR ORGANIZATION: _____

ORGANIZATION PHONE NUMBER: _____ ORGANIZATION LEADER: _____

LEADER'S HOME PHONE NUMBER: _____ LEADER'S CELL PHONE NUMBER: _____

ON SITE PERSON DIRECTLY IN CHARGE OF SUPERVISION: _____

SUPERVISOR'S HOME PHONE NUMBER: _____ SUPERVISOR'S CELL PHONE NUMBER: _____

SCHOOL REQUESTED: **CAMP** _____ **OLD MILL ROAD** _____ **H. D. FAYETTE** _____

DATES REQUESTED: _____

START TIME: _____ END TIME: _____

ROOMS/AREAS REQUESTED: _____

PURPOSE OF USE: _____

WILL THE ORGANIZATION CHARGE ADMISSION FEES OR GENERATE MONEY FROM SALES OR DONATIONS? _____

WHAT WILL THE PROCEEDS BE USED FOR? _____

NUMBER OF PARTICIPANTS: _____ NUMBER OF SPECTATORS: _____

EQUIPMENT OR SPECIAL REQUESTS NEEDED: _____

IS SECURITY REQUIRED? ___ HOW MANY GUARDS? ___ HOW MANY HOURS? (\$30/HOUR PER GUARD) ___

I certify that the organization which I represent has read and will abide by all district regulations and policies pertaining to facilities use as well as policies regarding nondiscrimination and any applicable laws. I also understand that he/she agrees to be responsible to North Merrick UFSD for the use and care of the facilities. He/she, on behalf of the organization, does hereby covenant and agree to defend, indemnify, and hold harmless North Merrick UFSD from, and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of, or in connection with, the use of North Merrick UFSD property, facilities, and and/or services by; the organizations.

He/she, on behalf of the organization, does hereby covenant and agree at its sole cost and expense, shall observe and comply with all requirements of every applicable law, ordinance, order, rule, protocol, guidance

or regulation relating to the Activity and the Club’s use, occupation, possession and/or control of the Premises which may pertain to COVID-19 or similar pandemic, including but not limited to: Relevant CDC Guidelines, NYS Education Department Guidance, NYS Department of Health Guidance, Nassau County Health Department Guidance, OSHA Regulations, NYS Department of Labor (PESH) Requirements, NYS Empire Development Corporation.

Even with this permit, school activities take precedence over other uses of facilities. Applicant’s permit for the use of a facility may be canceled at short notice to accommodate a school activity. North Merrick UFSD residency of fifty percent (50%) or more of event participants is required for permit approval. Team rosters including names and addresses must be submitted with this form. The organization is responsible for carrying a copy of a valid permit with them at all times while utilizing school facilities.

INDEMNIFICATION AGREEMENT
(Please fill in all spaces and sign below)

_____ (NAME OF FACILITY USER) does covenant and agree to defend, indemnify and hold harmless the North Merrick UFSD and its Board of Education from and against any and all liability, loss, damages, claims or actions (including costs and attorney’s fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of North Merrick UFSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of _____ (FACILITY USER).

_____ (FACILITY USER) understands and agrees that its use of North Merrick UFSD property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises (hereinafter referred to as “incidental areas”). _____ (FACILITY USER) agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

ORGANIZATION’S REPRESENTATIVE: _____ TITLE: _____
PLEASE PRINT

_____ TODAY’S DATE: _____
PLEASE SIGN

ALL AREAS ABOVE MUST BE COMPLETED

FOR OFFICE USE ONLY

PRINCIPAL’S SIGNATURE: _____ TODAY’S DATE: _____
PLEASE SIGN

DIRECTOR OF FACILITIES: _____ TODAY’S DATE: _____
PLEASE SIGN

INSURANCE VERIFIED:

ROSTER VERIFIED:

GENERAL REGULATIONS GOVERNING USE OF BUILDING AND PROPERTY

Community organizations and groups that do not engage in activities which conflict with the policy of the Board of Education, the State Education Law and/or the Constitution of New York State, are eligible to apply for facilities use permit(s) providing the group or organization is comprised of a membership of **fifty percent (50%) or more of North Merrick Union Free School District residents**. Facilities use permits may be granted to organizations and groups in accordance with the following:

Applicant agrees to abide by all regulations and requirements governing the use of buildings and property. "Community organizations should, in soliciting Board approval for the use of school facilities, be aware that in their selection of a speaker for an event, they have an obligation to both the Board of Education and to the community which support the schools, to be sensitive to and to be aware of the reasonable and foreseeable effects which such speaker, or the contents of the presentation, may have within the school community. The Board intends by this statement of policy not to limit or otherwise restrict community use of its property but merely to express its strong desire that community organizations act in a responsible manner."

PROCEDURES FOR APPLICATION AND USE OF FACILITIES

1. The use of the school buildings and property shall be considered and granted **only** after written application to the building Principal and Director of School Facilities, and in accordance with the rules and policy of the Board of Education. Application packets may be obtained from the school's Main Office, the Facilities Office or downloaded from the North Merrick UFSD school website.
2. **The Facility User shall provide an automated external defibrillator (AED) for all events and the user shall ensure the presence of at least one person who is trained in the operation and use of an AED, at all times.**
3. Application for use of school buildings and property must be renewed each year. Prior year's approval for a facilities use permit does not guarantee future approval for similar permit applications.
4. The Board of Education reserves the right to revoke any permission granted or amend its regulations and/or requirements on these matters when in the best interest of the school district or for violations of these regulations and requirements.
5. **North Merrick UFSD has the right to charge a fee for the use of the district facilities.** If such a fee is imposed, the applicant will be made aware of the approximate cost at the time the permit is approved. The fee(s) charged will reflect the facility use pricing as per **Attachment A – Fee Schedule**, or be hourly, overtime or double-time rate, per custodial labor rates that will be needed to properly staff and clean up after the event, or both. All fees must be paid 48 hours in advance of the scheduled event. In the event of an austerity budget, fees may be charged to all groups with the exception of parent-teacher organizations.
6. In the event that the facilities are damaged or left in a condition requiring cleaning or repair, an organization may be required to reimburse the district the hourly, overtime, or double time rate as applicable, per custodial worker, plus damages, to restore the building to its prior condition. The Board of Educations may choose to revoke the organization's permits permanently or until the fee is paid. All fees are to be paid to: North Merrick UFSD.
7. Any school district representative shall, during the period covered by the permit, have full and free access to any part of the property.

8. There will be absolutely no smoking, consumption of alcoholic beverages, illegal drug use or drug paraphernalia allowed on school district property at any time.
9. Charges in the form of admission, donation, or sales must be made known on the application and may not be made without prior approval.
10. Prior to a permit being issued, **a current roster must accompany the facilities use application.** The roster must include the names and addresses of the participants. A membership of fifty percent (50%) or greater of North Merrick UFSD school district residents in the group is required to obtain a facilities use permit.
11. Every organization or group approved for a permit **must** be responsible for taking all prudent procedures to ensure the safety and well-being of the participants in their program and the safety of school district property, including but not limited to, providing a supervisory person stationed at the entrance of the building to allow supervised access into the building. Utilizing any device such as a chair, or door wedge to hold the door open is not permitted and may result in the loss of the permit. This supervisory person must be present for the entire time the permit is valid and to ensure the group is contained to areas specified on the permit; as well as to monitor the participants and their guests for proper behavior. Adequate supervision must be provided at all times and must be present for the entire event.
12. A copy of the approved facilities use permit must be carried on site at all times by the group leader. Building custodial personnel, district administration, district security personnel, police, or a representative of the Board of Education may request any group produce a valid facilities use permit upon request. If no permit is present, the organization or group may be required to leave the premises.
13. All school district functions take precedence over any facilities use permit. Any permit may be canceled at any time or on any date or multiple dates if it conflicts with a school district function.
14. Persons using gymnasium facilities for athletic practices or events must wear sneakers and appropriate attire. No district equipment or apparatus may be used without written consent. Indoor facilities will not be accessible for outdoor permits (i.e. restrooms after hours or on weekends).
15. Food may be served and consumed only in the cafeteria unless other arrangements are approved. School property (equipment, supplies, furniture, etc.) must be requested at the time of filing of application. Repair and/or replacement of school property shall be the responsibility of the permit holder. All property within classrooms and special area rooms are considered school or personal property of staff and faculty. Members of groups, including adults and children, are restricted from use.
16. All buildings and fields must be left in a clean acceptable condition and **vacated by 11:00 PM for indoor activities and sundown for outdoor activities**, unless otherwise approved.
17. No unauthorized vehicles are allowed on school property. There will be no tape utilized on the gym floors, hallway floors or any walls. There will be no building or field alterations such as the lining of the gym floors or the installation of permanent goal posts or other structures.
18. THE FACILITY USER does covenant and agree to defend, indemnify and hold harmless the North Merrick UFSD from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in any way connected with the actual or proposed use of North Merrick UFSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of THE FACILITY USER. THE FACILITY USER understands and agrees that its use of North Merrick UFSD property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, walkways,

parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises (hereinafter referred to as "incidental areas"). THE FACILITY USER agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

INSURANCE REQUIREMENTS - USE OF FACILITIES

(INCLUDING ORGANIZED ATHLETIC ACTIVITIES AND ATHLETIC & RECREATION CAMPS)

1. *Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the facility user hereby agrees to effectuate the naming of the District as an Additional Insured on the facility user's insurance policies, except for workers' compensation and N.Y. State Disability insurance.*
2. *The policy naming the District as an Additional Insured shall:*
 - a. *Be an insurance policy from an A.M. Best A- rated or better insurer licensed to conduct business in New York State.*
 - b. *State that the organization's coverage shall be **primary and non-contributory** coverage for the District, its Board, employees, and volunteers, with a **waiver of subrogation in favor of the District for all coverages including workers compensation**. It is the intent of this agreement that Additional insured status shall cover and extend to property and facilities including, but not limited to all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises.*
 - c. *Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept or reject an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.*
3. *The certificate of insurance must describe the services provided by the facility user that are covered by the liability policies.*
4. *The facility user agrees to indemnify the District for applicable deductibles and self-insured retentions.*
5. *Minimum Required Insurance:*
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$100,000 Fire Damage
\$10,000 Medical Expense

- b. **Automobile Liability (When an organization's vehicle is brought onsite)**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. **Workers' Compensation and NYS Disability Insurance (For Organizations with Employees)**
*Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. **ACORD certificates are not acceptable.** A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.*
- d. **Umbrella/Excess Insurance**

General Use:

\$1 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

Organized Athletic Activities and Leagues:

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

Athletic/Recreational Camps:

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Liability coverage.

Carnivals and Firework Displays, etc.:

\$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

- 6. *The facility user acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the District. The facility user is to provide the District with a certificate of insurance, evidencing the above requirements have been met, **prior to the event.** The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.*

INSURANCE REQUIREMENTS - FOOD TRUCKS AND TRAILERS

- 1. *Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the food truck vendor hereby agrees to effectuate the naming of the District as an Additional Insured on the food truck vendor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.*
- 2. *The policy naming the District as an Additional Insured shall:*
 - a. *Be an insurance policy from an A.M. Best A- rated or better insurer licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept or*

reject non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.

*b. State that the organization's coverage shall be **primary and non-contributory** coverage for the District, its Board, employees, and volunteers, with a **waiver of subrogation in favor of the District**. It is the intent of this agreement that Additional Insured status shall cover and extend to property and facilities including, but not limited to all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises.*

c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District for on-going operations (CG 20 38) and products and completed operations (CG 20 37). The decision to accept or reject an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

3. At the District's request, the food truck vendor shall provide a copy of the declaration page of the liability policy with a list of endorsements and forms. If requested, the food truck vendor will provide a copy of the policy endorsements and forms.

4. The food truck vendor agrees to indemnify the District for applicable deductibles and self-insured retentions.

5. Minimum Required Insurance:

a. Commercial General Liability Insurance

- \$1,000,000 per occurrence/ \$2,000,000 aggregate*
- \$2,000,000 Products and Completed Operations*
- \$1,000,000 Personal and Advertising Injury*
- \$100,000 Fire Damage*
- \$10,000 Medical Expense*

b. Automobile Liability (When an organization's vehicle is brought onsite)

Auto

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles. The decision to accept or reject limits below the specified amount or personal auto coverage lies exclusively with the District and may create additional vulnerability and costs for the District.

Trailer

\$500,000 combined single limit for owned, hired, borrowed and non-owned trailers. The decision to accept limits below the specified amount or personal auto coverage lies exclusively with the District and may create additional vulnerability and costs for the District.

c. Workers' Compensation and NYS Disability Insurance (For Organizations with Employees)

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-

120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. **ACORD certificates are not acceptable.** A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

6. The facility user acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The facility user is to provide the District with a certificate of insurance, evidencing the above requirements have been met, **prior to the event**. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

End of Insurance Requirements

PROCEDURES FOR APPLICATION AND USE OF FACILITIES - CONTINUED

19. **Prior to the start of the event, an announcement must be made to your group regarding emergency evacuation procedures.** The following must be read: "MAY I HAVE YOUR ATTENTION; FIRE EXITS ARE LOCATED (SPECIFY LOCATIONS). IN THE EVENT OF A FIRE, YOU WILL BE NOTIFIED IN THE FOLLOWING MANNER: BY THE BUILDING FIRE ALARM OR BY A BUILDING STAFF MEMBER OR REPRESENTATIVE OF YOUR GROUP. IF NOTIFIED, PLEASE MOVE IN A CLAM AND ORDERLY FASHION TO THE NEAREST EXIT. THANK YOU."
20. In the event of an accident, the principal or custodian on duty must be notified immediately and a call must be made to the business office the next morning.
21. Please only park in designated areas, obey street parking signs and respect the neighboring properties and residents.
22. The organization authorized to use the facilities is responsible for the conduct and behavior of all spectators at and participants in the activity.

Revised 2/92

Revised First Reading: December 8, 2015

Adopted: January 12, 2016

Revised First Reading: May 9, 2017

Adopted: June 13, 2017

Revised/Adopted: July 1, 2022

Revised/Adopted: August 22, 2023

North Merrick UFSD
Public Use of District Facilities
As of July 1, 2023 - June 30, 2024
"Attachment A"
Fee Schedule, Policy 7400

FACILITIES USE FEE SCHEDULE:

<u>Facility</u>	<u>Per Hour (2 Hr. Rental Fee Minimum)</u>
Classroom/Hallway	\$ 65.00
Elementary School Cafeteria	\$ 120.00
Elementary School Libraries	\$ 120.00
Elementary School General Purpose Room	\$ 120.00
Elementary School Gymnasium	\$ 120.00
Elementary School Playing Fields	\$ 120.00

<u>Personnel Services:</u>	<u>Per Hour</u>
Regular Custodial Fees	\$ 60.00
Overtime Custodial Fees*	\$ 90.00
Sunday & Holiday Custodial Fees*	\$ 120.00

* A minimum of three (3) hours per custodian is required for overtime, Sunday & Holidays