

MOUNT PLEASANT CENTRAL SCHOOL
DISTRICT PROCEDURES and APPLICATION
AGREEMENT FOR NON-SCHOOL USE OF
DISTRICT FACILITIES

Prior to submitting an application, please review the document below carefully. By continuing the reservation process, you are indicating your agreement with these procedures.

Application for use of District facilities by non-school groups shall be made to the Office of the Superintendent of Schools by means of School Dude (Community Use), or whichever electronic application processing system the District requires. Access to School Dude (Community Use) can be obtained by visiting the Facilities page under Departments on the District website: www.mtplcsd.org. The applicant agrees to furnish such information as the Board may require concerning details of membership, finances, affiliations of applicant and such other data it deems necessary to test eligibility for use of school facilities by applicant as provided by law and/or Board policy and regulation.

The Superintendent of Schools or his/her designee shall review Application Agreements for use of District facilities by non-school groups and make recommendations at the Board of Education's next regularly scheduled meeting. The responsibility for approving any after-school, evening or weekend use of District buildings is the responsibility of the Board of Education. The Superintendent may permit non-school groups to use school facilities prior to official Board approval, if the using groups have been granted approval by the Board for similar use of school facilities in the past.

Applications must be completed and submitted at least 14 days prior to the regular meeting of the Board and at least 21 days prior to the scheduled activity. However, whenever an emergency occurring between meetings requires the use of school facilities by some organization, the Superintendent is empowered to contact each Board Member, and if a majority approves the request, it can be granted subject to confirmation at the next regular meeting of the Board.

1. School activities shall have first preference.
2. The custodian on duty is to be regarded as the representative of the Board of Education. The custodian shall have authority over the building and may reasonably deny or terminate the use of school facilities by the using individual, group or organization for health and safety reasons or for any violation of the Board Policy and/or Utilization Procedures.
3. A detailed financial statement showing total receipts and expenses for each use of the building for which admission is charged must be available upon request.
4. By submitting this application for use, the using organization, through its appointed representative, shall agree in writing to pay all fees and expenses, including repairs or replacement to damaged property within 30 days of receipt of the bill from the District. Said bill from the District will not be negotiable. The District, at its discretion, may require a security deposit and/or prepayment prior to usage of District facilities by any organization.

5. Insurance Requirements for Use of Facilities, including organized athletic activities and athletic & recreation camps are as follows:
- a. 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.
 - b. The policy naming the District as an Additional Insured shall:
 - 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 or admitted carrier is strongly preferred.
 - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers, including a waiver of subrogation in favor of the District for all coverages, including workers' compensation.
 - Additional insured status for General Liability coverages shall be provided by standard or other endorsements that extend coverage to the District (CG 2026) or equivalent. A completed copy of the endorsement must be attached to the Certificate of insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
 - c. The facility user agrees to indemnify the district for applicable deductibles and self-insured retentions.
 - d. All organizations shall submit to the Business Office via fax or mail a Certificate of Insurance upon approval of application by the Superintendent in accordance with the following requirements:

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 Expenses

Automobile Liability (when an organization's vehicle is brought on-site)

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

Workers' Compensation and NYS Disability Insurance

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 Workers' Compensation Board online.

Umbrella/Excess Insurance

General Use: \$1.0 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

Organized Athletic Leagues: \$3.0 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

Athletic/Recreational Camps: \$5.0 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

Carnivals and Firework Displays: \$10.0 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

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 District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The firm 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 insurer.

6. All activities shall not extend beyond the hours approved in the application however, no event shall extend beyond 10:00 pm on any evening. The dates and hours so approved in the application are not negotiable and shall be strictly adhered to by the District custodian assigned to the event.
7. The event shall be restricted to the area which was approved in the application. The location of the event so approved in the application is not negotiable and shall be strictly adhered to by the District custodian assigned to the event.
8. The supervisor in charge of the event shall be present immediately before the activity is scheduled to start and shall remain with the organization until all participants have left the property.

9. The Mt. Pleasant Central School District's Code of Conduct shall be in effect and strictly enforced during all functions.
10. All social functions that are attended by minors must be properly chaperoned by at least one adult for each 25 students. Organizations made up of children under 18 years of age receiving permission to use the school facilities must have a responsible adult supervisor present at all times.
11. No smoking is allowed in the buildings or on school grounds. The Mount Pleasant School District is a smoke-free campus.
12. Games of chance, 50/50 raffles and other raffle activities will only be allowed on District property with the proper permits and licenses as required by law. If you intend to host these activities while using District property you must provide the required permits and licenses when filing this application.
13. Consumption or possession of alcoholic beverages, illegal drugs or other intoxicants of any kind is strictly prohibited.
14. No school property or equipment is to be altered or removed from the premises.
15. Any loss or damage to property as a result of the activity or its participants will be charged to the organization using District facilities.
16. Organizations using the facilities are responsible for their own set-up and knock-down and for leaving the facilities clean and orderly. Any costs incurred by the District for clean up after the organization uses District facilities will be charged to the organization.
17. Custodians are exclusively in the employ of the Mount Pleasant Central School District. Custodians shall not be paid directly or in the form of a gratuity or gift by any person or organization for work or service performed in connection with the use of the school building or other facilities.
18. Once the Board approves an organization to use District facilities, the Superintendent may require the organization to meet with appropriate District Administrators to determine the required fees and procedures for the event.

19. In the event of cancellation, the organization must notify the District no less than 24 hours before the event. Failure to notify the District will result in the organization being charged for any costs that have been incurred by the District for preparation of the facilities.

By submitting an application, I agree on behalf of the representative organization 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 or extra expenses incurred by the Mount Pleasant Central School District. We also agree that our organization will, at all times, hereafter, indemnify the Mount Pleasant Central School District against any loss, damage or expense of any kind, which said District may sustain or incur because of use of the above-described building by our organization, and we will further hold said District harmless for loss of any kind in connection therewith.

I hereby certify that I have read the foregoing Procedures for Non-School use of District Facilities and the Application Agreement and understand and knowingly consent to all of the rules and requirements set forth herein.