

ARDSLEY SCHOOL DISTRICT

USE OF FACILITIES TERMS AND CONDITIONS

Before proceeding to the application, please review this document carefully. By continuing the reservation process you are indicating your agreement with these regulations.

1. The use of all District facilities shall be subject to the approval and rules of the Board of Education administered by the Building Principal or other Board designee.
2. 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.
3. Members of such organizations are permitted to occupy the quarters assigned to them only during the presence of an adult supervisor.
4. Intoxicants shall not be brought into the buildings or onto any part of the school property. In addition, no intoxicated or disorderly person shall be allowed on any part of the school premises.
5. No gratuities or payments are to be given to District employees for services rendered at any function held on the school premises.
6. No signs or posters of any kind are to be hung or posted on or about the school building or premises, and no part of the building is to be marked or defaced in any way without prior approval.
7. Any damage resulting from the use of the school building, whether by accident or otherwise, is to be paid for by the parties using the building. If maintenance personnel are not available, make sure all doors are locked and lights are turned off when leaving.
8. Profanity, objectionable language, and disorderly conduct of any kind are absolutely prohibited and those violating this prohibition will be ejected from school premises.
9. Those attending any function carried on, in, or about the school building under a permit from the Board of Education are restricted to the use of rooms or places actually assigned to them.
10. Facilities are not available if in conflict with school use. No unauthorized vehicles are allowed on school property. No field or building alterations (lining of fields or gymnasiums, erecting permanent goal posts or structures, etc.) are allowed without prior approval.
11. All organizations charging admission are required by law to furnish the Board of Education with a complete accounting of all receipts.
12. All required insurance certificates must be provided to the Authorized District Representative prior to approval of the facility use.
13. The complete Board policy and Administrative Regulations for use of the school Buildings including a list of all fees will be available in the District Office.
14. All users must provide the following insurance prior to using facilities.
FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:

- 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/BOCES 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. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs to the District/BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers. 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/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance.
- 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/BOCES 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.
 - 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.

Athletic and Recreational Camps

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General 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/BOCES constitutes a material breach of contract. The facility user is to provide the district/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the event.
- 7) _____ (Organization) does covenant and agree to defend, indemnify and hold harmless the Ardsley 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 Ardsley UFSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of

_____ (Organization).

_____ (Organization)
understands and agrees that its use of Ardsley UFSD's 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"). _____

(Organization) agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

15. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, how to respond to a fire alarms, etc.
16. In the event of an accident, please notify the custodian on duty, or call the business office the next morning.
17. In the event of cancellation, user must notify the District no *less* than 24 hours before the event. Failure to notify the district will result in *the user being charged for any costs that have been incurred by the Ardsley UFSD for preparation of the facilities for the user's event.*

By continuing the facilities request process you are indicating your agreement with these regulations.

Contact/Organization Form

Organization_____

Name_____

Phone_____ Email _____

Signature_____

Enter information in all the fields, save and return by email to jsantiago@ardsleyschools.org