

FACILITY USE REQUIREMENTS

The use of all North Salem Central Schools facilities shall be subject to the approval and rules of the Board of Education, administered by the Director of Facilities or other District designee.

1. Organizations wishing to use North Salem Central Schools' facilities shall first apply to the Director of Facilities on the prescribed form. The Director of Facilities or his/her designee has final authority on approval.
2. In the event of inclement weather, the Director of Facilities (or designee) has the final authority on whether facilities are usable.
3. Intoxicants shall not be brought onto North Salem Central Schools facilities at any time.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts, or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damage to North Salem Central Schools' facilities shall be promptly repaired at the user's expense. No Exceptions. If maintenance personnel are not available, ensure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean up afterwards.
8. Permits may be revoked at any time.
9. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
10. The emergency telephone number for first responders is 911.
11. Smoking, use of tobacco products, or E-cigarettes is not allowed on North Salem CSD property.
12. 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 written prior approval.
13. The North Salem Central Schools does not discriminate on the basis of race, color, national origin, physical impairment, gender, gender identity, or sexual orientation in its educational programs or employment services.
14. Prior to the start of the event, an announcement must be made to your group regarding emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, how to respond to a fire alarm, etc. In the event of an accident, please notify the custodian on duty, or call the business office the next morning.
15. **ALL USERS MUST PROVIDE THE FOLLOWING INSURANCE PRIOR TO USING THE FACILITIES. FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:**

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 North Salem Central School 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 North Salem Central School 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.
 - 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 North Salem Central School District for all coverages including Workers Compensation.
 - c) Additional insured status for General Liability coverages shall be provided by standard or other endorsements that extend coverage to the North Salem Central School District (CG 20 26) or equivalent. The decision to accept 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 facility user agrees to indemnify the North Salem Central School District for applicable deductibles and self-insured retentions
4. **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**
Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees [per NYS WC and Disability laws]. 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 or provide broader coverage over the required General Liability coverages.

Fun Days with Inflatables/Other Inflatable Use Events
\$2 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/Events

\$3 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 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, Firework Displays or Other High Hazard Events

\$10 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.

- 5. The facility user acknowledges that failure to obtain such insurance on behalf of the North Salem Central School 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 North Salem Central School District with a certificate of insurance, evidencing the above requirements have been met, prior to the event.

_____ (Facility User/Vendor) does covenant and agree to defend, indemnify and hold harmless the North Salem Central Schools 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 Salem Central Schools property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of _____ (Facility User/Vendor).

_____ (Facility User/Vendor) understands and agrees that its use of North Salem Central School District 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/Vendor) agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit, and any and all incidental areas.

Signature of Authorized Vendor Representative

Date