Eden Central School District (Eden CSD) Rules & Regulations: In consideration for use of school facilities, the organization agrees to abide fully with the following policies and building regulations:

Register online at: https://ny20.mlschedules.com/Register.aspx

I. *Insurance Requirements*

All users must provide the following insurance to using the Eden CSD facilities.

FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:

1) The user agrees to name Eden CSD an unrestricted additional insured on the user's policy.
2) The policy naming the Eden CSD as an additional insured shall:
   a. Be an insurance policy from an A.M Best rated "secure" New York State Insurer, permitted to do business in NY;
   b. Contain a 30 day notice of cancellation;
   c. State that the user organization's coverage shall be primary coverage for Eden CSD, its employees and volunteers;
   d. Additional insured status shall be provided with ISO endorsement CG 20 26 85 or its equivalent.
3) The facility user agrees to indemnify the Eden CSD for any applicable deductibles.
4) **Required Insurance:**
   a. **Commercial General Liability- $1,000,000** per occurrence**/$2,000,000** aggregate.
5) The Facility user acknowledges that failure to obtain such insurance on behalf of Eden CSD constitutes a material breach of the contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Eden CSD. The facility user is to provide the Eden CSD with a certificate of insurance evidencing the above requirements have been met. The failure of the Eden CSD 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 Eden CSD.

   Eden CSD is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). It is acknowledged that the procurement of such insurance as required herein is intended to benefit not only the Eden CSD but also NYSIR as the district's insurer.

II. *Agreement*

1) The "Facility User" does covenant and agree to defend, indemnify and hold harmless the Eden CSD from and against any and all liability , loss, damages, claims or actions (including costs and attorney 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 purposed or use of the Eden CSD property , facilities and/ or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of the facility user.
2) The facility user understands and agrees that its use of the Eden CSD'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 (incidental areas). The "Facility User" agrees that its indemnity and insurance obligations extend to the areas identified in the application and /or permit and all incidental areas.

III. *General*

1) This permit is revocable at any time by school authorities. Application is made with full knowledge that the Board of Education reserves the right to cancel forthwith any or all permits previously granted without prior notice.
2) Upon discovery of any improper use of facilities or misrepresentation of fact, all use may be revoked permanently.
3) Admission fees are not to be charged, except when proceeds are to be expended for educational or charitable purposes, except as provided by law.
4) Meetings and entertainment shall be non-exclusive and open to the public.

5) No reservation will be made until the request has been approved by the Superintendent's Office.
6) The District shall be informed when any material changes to the application occur.
7) In the event of any injury or accident, a LIABILITY INCIDENT REPORT must be submitted to the Business Office within one business day. (This form can be found at www.edencsd.org.)

IV. *Use of Facilities*

1) Activity shall be restricted to that area for which permission is granted.
2) The activity shall not extend beyond the hours approved in the request.
3) The District is to be advised of any equipment/materials/livestock, which will be brought onto school grounds as a result of the approval of this request.
4) All programs shall be planned so they do not interfere with the regular day school schedule. School activities will take precedence.
5) School authorities must have free access to all rooms at all times.
6) If school is closed, or after-school activities are canceled due to inclement weather, the after-school use of facilities is also canceled.
7) A minimum of two approved and certified lifeguards must be supervising the pool at all times. Non-school organizations shall be required to use only those lifeguards who are duly certified by the American Red Cross and hold valid Lifeguard Training Certification. The school district shall supply all organizations with a list of approved lifeguards, if requested.

V. *Care of Facilities*

1) Parking will be permitted only in regularly designated areas.
2) All facilities must be kept clean, neat, and orderly. It is expected that the facility will be left in the condition in which it was found.
3) No school property or equipment is to be altered or removed from the premises.

VI. *Order and Discipline*

1) No smoking is allowed on school property.
2) No drinking of alcoholic beverages is permitted.

VII. *Charges*

1) A deposit of approximately 50% is due at time of request. The balance is due 15 days after invoiced.
2) Facilities used by applicant will be carefully examined after use. The applicant agrees to and will arrange for prompt payment of any loss or damage occurring as a result of the use of school property.

VIII. *Responsibility*

1) The organization using the building shall be responsible for moving its equipment into and out of the building.
2) The supervisor in charge of the activity shall be present before the activity is due to start and remain with the group until all have left.
3) In the absence of the building principal or administrative personnel, the custodian is charged with the responsibility of the building.
4) The organization using the facilities shall assume full financial responsibility for any and all damages done to Eden Central School District property during the requested period of use. Additionally, the organization agrees to indemnify and hold harmless the Eden Central School District against any loss, damage or expense of any kind.
5) If this is a school-sponsored activity, please make sure an AED is available, and a trained person is available for the entire time your activity is being held. It is the applicant's responsibility to inform the Building Principal of the name of the approved AED provider.