INSURANCE REQUIREMENTS – USE OF FACILITIES

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the facility user hereby agrees to effectuate the naming of the Lansingburgh Central School District as an Additional Insured on the facility user's insurance policies, except for workers' compensation and N.Y. State Disability insurance. A copy of the certificate of insurance, additional insured endorsement (CG 2026) and all other supporting documents shall be mailed to the District, two weeks prior with a provision that in the event the policies are either canceled or diminished, at the time of application, by certified mail, return receipt requested, thereof shall be given to the District. The activities shall not commence until they have obtained all insurance as required and such insurance has been approved by the District.

The policy naming the Lansingburgh Central School District as an Additional Insured shall:

1. 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.

2. State that the organization's coverage shall be primary and non-contributory coverage for the Lansingburgh Central School District, its Board, employees and volunteers including a waiver of subrogation in favor of the Lansingburgh Central School District for all coverages including workers compensation.

3. Additional insured status for General Liability coverages shall be provided by standard or other endorsements that extend coverage to the Lansingburgh 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.

4. 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 incidental to and/or connected with the use of the premises.

The facility user agrees to indemnify the Lansingburgh Central School District for applicable deductibles and self-insured retentions. Any deductibles or self-insured retentions must be declared to and approved by the District and are the responsibility of the facility user. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the District, its Board, officers, employees or volunteers

Minimum Required Insurance:

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

Commercial General Liability Insurance:

With regard to Commercial General Liability coverages, the policies shall be endorsed to contain the following provisions:

Any insurance or self-insurance maintained by the District, its Board, officers, employees and volunteers shall be excess of the Organization's insurance and shall not contribute to it with the user's coverage as primary and non-contributory coverage.

The District and its Board shall enjoy all rights and privileges of the policy without the responsibility to pay premiums.

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 coverage.

Organized Athletic Leagues
$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 coverage.

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 coverage.

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

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. 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.

The facility user acknowledges that failure to obtain such insurance on behalf of the Lansingburgh 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 District with a certificate of insurance, evidence that the above requirements have been met prior to the event.

SAMPLE INDEMNIFICATION AGREEMENT

(NAME OF FACILITY USER) does covenant and agree to defend, indemnify and hold harmless the (NAME OF DISTRICT/BOCES) 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 (NAME OF DISTRICT/BOCES) 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 (NAME OF DISTRICT's/BOCES) 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.

Adopted: March 31, 2014
Revised: April 21, 2015
Revised: October 24, 2016
Reviewed: November 28, 2016
Revised: March 28, 2022
Revised: July 7, 2025