Terms and Conditions

The following rules apply to use of space once approved:

1. After your approval, groups should keep in mind that the school reserves the right to take control of the space on short notice in the event it is needed for a school function.

2. All groups must maintain a Certificate of Insurance naming the South Country Central School District as the additional insured for the duration of your event or program. The insurance policy must carry the following amounts of coverage:

A. Each Occurrence: $1,000,000.00

B. Damage to rented property: $100,000.00

C. Medical Expenses (any one person): $10,000.00

D. Personal & Above Injury: $1,000,000.00

E. General Aggregate: $2,000,000.00

F. Product & Comp Aggregate: $2,000,000.00

G. Only carriers admitted/licensed in NYS will be accepted

Additional Insurance Requirements

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**

A. Additional Insured Requirement 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 NY State Disability Insurance.

B. Policy Requirements

The policy naming the District as an additional insured shall:

- Be an insurance policy from an A.M. Best A- rated insurer or better licensed to conduct business in New York State. A New York State licensed and admitted insurer 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.

- Provide additional insured status for General Liability coverages through standard or equivalent endorsements (e.g., CG 20 26). A completed copy of these endorsements must be attached to the Certificate of Insurance and apply to General Liability, Auto Liability (if applicable), and Umbrella/Excess coverages.

C. Deductibles and Retentions The user agrees to indemnify the District for any applicable deductibles or self-insured retentions.

D. Minimum Required Insurance

Commercial General Liability Insurance

- $1,000,000 per Occurrence / $2,000,000 Aggregate (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

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

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 provided on approved forms from the New York State Workers' Compensation Board (ACORD certificates are not acceptable)

- Exempt individuals must submit a CE-200 form directly to the Workers' Compensation Board online

Umbrella/Excess Insurance

- General Use: $1 million each Occurrence and Aggregate

- Organized Athletic Leagues: $3 million each Occurrence and Aggregate

- Athletic/Recreational Camps: $5 million each Occurrence and Aggregate

(All Umbrella/Excess coverage must be on a follow-form basis or provide broader coverage over the required General Liability coverages.)

E. Breach of Contract 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 must provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the event.

3. If you are a municipal organization or certified Not for Profit agency you must provide the school district with a copy of federal or state recognition of 501(c) (3) status. Use of the building will need to be contractual showing a benefit to the district of such use. The district requires 90 days' prior notice in these cases.

4. No agency shall be permitted to store equipment at any of our facilities. Whatever is needed should be brought in with you and carried out upon completion of event or permit expiration. In cases where building use is ongoing by an organization and the Head Custodian and Building Principal deem it permissible, space can be allocated, but only while permit and insurance remain in effect.

5. Events or meetings that have over 25 people require a custodian to be in the building. Events with attendance greater than 50 people require both a custodian and security guard to be assigned. Events with groups greater than 75 people require 2 custodians and 2 security guards. In the event that a custodian is needed the group will need to reimburse the district at a rate of $35.00/hr., with a minimum of 3 hrs. In the event a security guard is needed the group will need to reimburse the district $25.00/hr., with a minimum of 3 hrs. (Rates are subject to change based on employee cost to the district). These fees must be paid in advance with a check or money order made payable to the South Country Central School District. Failure to do so will result in cancellation of the group's facility privileges.

6. All groups using the gyms shall use approved indoor equipment for whatever sport they are taking part in. Such equipment must be prior approved by the district's Athletic Director (631-730-1596 or 1597).

7. If you are using a field, no group shall occupy a field if students are using any part of the field without the prior consent of the district's Athletic Director.

8. All groups using the auditoriums may not alter or move equipment without the approval of the building's Head Custodian. Additionally, only the use of UL approved

electronic devices will be permitted. If district audiovisual or lights are needed, the district will refer to Sensory Lighting & Sound Inc., unless a specific request is made, that the district will consider. Upon approval of such request, there will be a charge of $50.00/hr. with a minimum of 3hrs for the audiovisual technician.

9. Under NO circumstances should food be sold or eaten inside of the facility unless authorized in advance, and then only in a cafeteria.

10. In the event that anything is broken or missing while the area is being used kindly contact the custodian or security guard on duty prior to departure from the facility. Any damage to equipment or facilities shall be the responsibility of those renting the facility.

11. It is the responsibility of the permit holder to clean up the area after usage.

12. The following is strictly prohibited on school property:

A. Trespassing, loitering, horseback riding or walking of dogs or horses

B. Use of any vehicle, cars, motorcycles, quads, mini bikes, etc. on any lawn or playing field

C. No flying of model airplanes, playing golf, carrying or use of firearms and bow & arrows

D. No climbing on buildings and fences, defacing or destroying of school property

E. Use of alcohol, drugs, tobacco products and loud profane or abusive language is prohibited

F. Unlawful presence during the hours of darkness, will result in prosecution for criminal trespassing

The school district can revoke and/or deny building use permits if a group or agency does not comply with the rules for facility use.