

APPLICATION FOR USE OF SCHOOL FACILITIES
PELHAM PUBLIC SCHOOLS
575 COLONIAL AVENUE
PELHAM, NY 10803

Date: _____

Application is hereby made on behalf of _____
(Organization)

for use of _____ in the (please circle one below)
(Specific room #, space, etc.)

COLONIAL

HUTCHINSON

PROSPECT HILL

SIWANoy

MIDDLE SCHOOL

HIGH SCHOOL

GLOVER FIELD

between _____ am/pm and _____ am/pm on _____, 202_____ and on successive weeks/months
from _____ to _____. (If multiple days, give exact days on separate paper)

1. Nature of Program _____
2. Number of people participating _____
3. Is use non-exclusive and will meeting/s, entertainment or occasion be open to the public? _____
4. Is admission fee to be charged? _____
5. If yes, state amount _____
6. Are proceeds to be expended for educational or charitable purposes? _____
7. If yes, state purpose _____
8. Are proceeds to be expended for the organization? _____
9. Is the occasion to be under exclusive control of organization for which application is made? _____
10. Is organization a society or association of a religious sect or denomination? _____
11. Is it a fraternal sect or other exclusive organization? _____
12. Give name of president or other head of organization _____
13. Is your organization non-profit: yes _____ no _____?
14. If yes, provide tax-exempt# _____

It is understood and agreed that if this application is granted the user/organization does hereby covenant and agree to defend, indemnify and hold harmless Pelham Public 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 connection with the actual proposed use of Pelham Public School's property, facilities and/or services by said organization.

INSURANCE

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:

- A. The user hereby agrees to effectuate the naming of the District/BOCES as an unrestricted additional insured on the user's policy.
- B. The policy naming the District/BOCES as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer
 - Contain a 30-day notice of cancellation
 - State that the organization's coverage shall be primary coverage for the District/BOCES, its Board, employees and volunteers
 - **Insured status shall be provided with ISO endorsement CG 20 26 11 85 or its equivalent**
- C. The user agrees to indemnify the District/BOCES for any applicable deductibles.

COMMERCIAL GENERAL LIABILITY INSURANCE

\$1,000,000 per occurrence/2,000,000 aggregate (additional \$1,000,000 coverage is required when District property is used for athletic events)

- D. User acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The user is to provide the District with a certificate of insurance, evidencing the above requirements have been met. The failure of the District 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 District.

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.

The policy naming the District/BOCES 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/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES 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 District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. 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.

The facility user agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

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

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 (DB120.1) 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 coverage.

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 coverage.

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 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.

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 coverage.

The facility user acknowledges that failure to obtain such insurance on behalf of the District/BOCES 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, evidencing the above requirements have been met, prior to the event.

- ✓ All regular and extracurricular activities carried on as part of the program of the Pelham Public Schools shall have precedence in the use of school building.
- ✓ Any member of the Board of Education, and its representatives, shall have full and free access to any part of said building.
- ✓ Organization will pay a reasonable fee, as fixed by the Board, for extra compensation to the custodian of said building and if required, for the use of the building.
- ✓ Prior to the start of the event, an announcement should be made regarding emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, use of fire alarms, etc. In the event of an emergency telephones are located in the office of the building custodian and principal.
- ✓ The use of alcohol or drugs under any circumstances is forbidden. Smoking or use of tobacco products is not allowed on District property.
- ✓ 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.
- ✓ Any damage to District facilities shall be promptly repaired at the user's expense. No exceptions. If District personnel are not available, make sure all doors are locked, and lights are turned out when leaving.

- ✓ Organizations using facilities must clean up afterwards.
- ✓ Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
- ✓ The District does not discriminate on the basis of race, color national origin, physical impairment or sex in its educational programs or employment services.

The applicant represents that he/she is _____ of the above-named organization and is duly authorized to make this application.

Signature of Applicant

Telephone Number

Address

For Business Office Purposes Only:

Certificate of Insurance Secured ____ Yes ____ No ____/____/____ (attach to application)

Approved ____ Yes ____ No ____/____/____

Assistant Superintendent for Business

Director of Facilities

PELHAM PUBLIC SCHOOLS
575 COLONIAL AVENUE
PELHAM, NY 10803

**HOLD HARMLESS AGREEMENT
(USE OF FACILITIES)**

(_____) does covenant and agree to defend, indemnify and hold harmless the
NAME OF FACILITY USER

(PELHAM UFSD/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 (PELHAM UFSD/BOCES) property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of (_____).
NAME OF FACILITY USER

(_____) understands and agrees that its use of (PELHAM UFSD/BOCES)
NAME OF FACILITY USER

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").

(_____) agrees that its indemnity and insurance
NAME OF FACILITY USER

obligations extend to the areas identified in the application and/or permit and any and all incidental areas.