

Webutuck (Northeast) Central School District

194 Haight Road; P.O. Box 405, Amenia, NY 12501

APPLICATION FOR USE OF SCHOOL FACILITIES

Procedure:

- 1. This form must be submitted to the main office at least two weeks prior to the date requested.
2. Insurance certificate must be attached to this form when submitted. (Commercial General Liability
3. Insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate (see addendum on ins. req. sample below.)

\*\*\*\*\*

Organization:
Contact Person(s):
Address & phone:

FACILITIES REQUESTED

School/Bldg:
Specific Room(s)/areas/fields/etc.:

Special Equipment/Furniture Required:

Special Arrangements:

Purpose of Meeting/Activity:

Estimated Attendance: Adults Children/Students
Admission Charge: Adults Children/Students

For what purpose will proceeds be spent?

DATE(S) OF REQUESTED USE:

Day(s) of week: Date (s):
If recurrent or regularly scheduled activity/event, list all requested dates:

TIME REQUESTED: Arrival: Departure: Total: hrs min

\*\*NOTE: In the event of an emergency school closing, all activities, including community activities will be canceled for the day.

INSURANCE CERTIFICATE: included with this request previously submitted

The undersigned is an officer or official of the organization requesting use of school facilities, guarantees observance of all regulations governing use as listed on the reverse of this form, payment of any charges incurred, and states that the organization assumes responsibility for any personal injury or property damage which may be caused by such use.

**1. Insurance Liability Requirements:**

Insurance Certificate Received Date \_\_\_\_\_ Insurance Certificate Approval Date \_\_\_\_\_ N/A \_\_\_\_\_

**2. Calculation of Charges:**

\$ \_\_\_\_\_ per hour, per laborer, estimated at \_\_\_\_\_ hours for \_\_\_\_\_ laborer(s) equals = \$ \_\_\_\_\_

Additional Charges: \$ \_\_\_\_\_

Total Estimated charges: \_\_\_\_\_

**PAYMENT RECEIVED** \_\_\_\_\_

**3. Interdepartmental Approvals:**

Athletic Director \_\_\_\_\_

Supervisor Facilities \_\_\_\_\_

Building Principal \_\_\_\_\_

Business Official \_\_\_\_\_

**4. Carbon Copy:**

Applicant/Organization

Bldg. Principal

Supervisor of F & G

Business Office

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**REGULATIONS GOVERNING BUILDING USE**

1. School building/grounds may be used only by organizations and for purposes outlined in Section 414, Education Laws of NY State.
2. The person signing the application is responsible for guaranteeing observance of all regulations, payment of any charges incurred and assumes responsibility for any damage to school property which may be caused by such use by applicant organization.
3. The user shall be responsible for providing qualified supervision which shall consist of at least one adult per twenty-five participants or in such quantity as may be deemed necessary by the District Administration.
4. Smoking is not permitted in school buildings.
5. Gambling and the sale of intoxicating beverages are forbidden.
6. The Board reserves the right to cancel the use of school facilities or to change or amend such agreements as may be necessary due to emergency or unforeseen circumstances.
7. Instructional equipment, supplies, cafeteria/kitchen equipment, athletic equipment, etc. shall not be available unless requested in advance on the application form and approved. When supplied, special rules and charges fixed by the Business Office may apply.
8. Permission to use school facilities is neither transferable nor assignable.
9. School buildings may not be used on Sunday without special permission of the Board.

(A copy of the full Board Policy governing Community use of Building is available upon request).

**Webutuck (Northeast) Central School District**

194 Haight Road, P.O. Box 405  
Amenia, New York 12501  
Telephone (845)373-4100  
Fax (845)373-4102

**Building Use Requirements & Agreement**

1. Complete and return *Building Use Form* to the High School Main Office and await notification of approval of the request.
2. Method of access to the gymnasium will be granted based upon the type of activity, participants, dates and times needed.
3. Requestor is fully responsible for all participants and visitors.
4. If participants are directed to enter directly into the gymnasium, precautions must be taken to prevent damage to floors.
5. Doors are not to be propped open at any time.
6. Locker rooms are not to be used under any circumstances. Restrooms are available in the cafeterias and in the main high school corridor. Bathrooms must be inspected at the conclusion of the event to be sure the bathroom is left in proper order. Any problems should be communicated to the appropriate staff listed in the contact information.
7. Injuries to participants or visitors must be reported immediately and accident report completed and returned to the Athletic Director or High School Main Office.
8. Turn off lights.
9. Close the doors to be sure they are locked.
10. The following list of contact information for school officials should be available in case of any equipment/facility issues that may arise:
  - a. Athletic Director (845)373-4100 EXT.2500
  - b. Director of Facilities (845)373-4100 EXT.5510
11. Any damage to school facilities should be brought to the attention of school officials as soon as possible. Any needed repair or replacement costs will be the responsibility of the outside group.
12. Upon termination of the Building Use Application, any keys or other access cards must be returned to the District Office.

I, \_\_\_\_\_, understand and will comply with the above requirements. I understand that failure to comply will void my building use request immediately and that I am responsible for any and all damages.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Organization: \_\_\_\_\_



**Webutuck (North East) Central School District**

194 Haight Road, P.O. Box 405

Amenia, New York 12501

Telephone (845)373-4100

Fax (845)373-4102

**HOLD HARMLESS AGREEMENT**

\_\_\_\_\_ (Name of Organization) does hereby covenant and agree to defend, indemnify and hold harmless the *Webutuck (Northeast) Central School District* 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 connection with, actual or proposed use of *Webutuck (Northeast) Central School District* property, facilities and/or services, activities, functions, events, and affairs or proceeding of \_\_\_\_\_ (Name of Organization).

\_\_\_\_\_  
District Official Signature

\_\_\_\_\_  
Signature of Responsible Party

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SAMPLE INSURANCE AGREEMENT - USE OF FACILITIES**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the district as an additional insured on the permittee's insurance policies.
- II. The policy naming the district as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
  - State that the organization's coverage shall be primary and non-contributory coverage for the district it's Board, employees and volunteers.
  - The district shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
  - At the District's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
- III. The permittee agrees to indemnify the district for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.
- VI. Permittee 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 permittee is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VII. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

October 6, 2014

# \* SAMPLE \*



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [REDACTED]	CONTACT NAME: [REDACTED]	
	PHONE (A/C, No, Ext): [REDACTED] FAX (A/C, No): [REDACTED]	
	E-MAIL ADDRESS: [REDACTED]	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED [REDACTED]	INSURER A: [REDACTED]	[REDACTED]
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL15122974506

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			[REDACTED]	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COM/OP AGG \$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
				N/A			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Webutuck Central School District is named as additional insured for use of the premises by the [REDACTED] meetings and activities throughout the [REDACTED] year per form CG2026 on file with carrier. Primary and non-contributory wording on General Liability Policy is included subject to policy terms and conditions to the extent required by contract.

## CERTIFICATE HOLDER

Webutuck Central School District  
194 Haight Road  
Amenia, NY 12501

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

[REDACTED]

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**\* SAMPLE \***

POLICY NUMBER: 

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

THOSE DESIGNATED PERSONS OR ORGANIZATIONS ON FILE WITH US UNLESS SPECIFICALLY DECLINED.

Webutuck Central School District  
194 Haight Road  
Amenia, NY 12501

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or

omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

