RETURN ACKNOWLEDGEMENT AND HOLD HARMLESS AGREEMENT (PAGE 3) TO:

North Bellmore UFSD

2616 Martin Avenue

Bellmore, NY 11710

Attention: Kathy Lazaar Secretary to the Office of Buildings and Grounds 992-3000 ext. 3014

The use of all district facilities shall be subject to the approval and rules of the Board of Education administered by the Superintendent, Director of Facilities, Assistant Superintendent for Business, Building Principal or other Board designee.

**VENDOR FACILITIES USE REQUIREMENTS:**

1. In the event of inclement weather, Director of Facilities, Assistant Superintendent for Business or Building Principal has the final authority on whether facilities are usable.
2. Intoxicants shall not be brought onto District property at any time.
3. All posted rules must be adhered to.
4. Profanity, objectionable language, disorderly acts, or illegal activities of any kind are absolutely prohibited, and those violating this prohibition shall be ejected from the premises.
5. Any damage to District facilities shall be promptly repaired at the user’s expense. NO EXCEPTIONS.
6. Facility Users MUST clean the used area prior to leaving including removal of personal equipment.
7. Facility use may be revoked at any time.
8. Smoking or other use of tobacco products is not allowed on District property.
9. No unauthorized vehicles are allowed on school property.
10. No field or building alterations (lining of fields or gymnasiums, erecting permanent goals posts or structures, etc.) are allowed without prior written approval. **PLEASE NOTE: NO LAWN CHEMICALS AND/OR WEED KILLERS MAY BE APPLIED TO THE FIELDS. IF A GROUP IS FOUND TO BE IN VIOLATION OF THIS RULE, THE DISTRICT MAY IMMEDIATELY REVOKE PERMISSION TO USE THE FACILITY.**
11. The district does not discriminate on the basis of race, color, national origin, physical impairment or gender in its educational programs or employment.

**INSURANCE REQUIREMENTS:**

1. **All users must provide the following insurance prior to using the facilities. FAILURE TO PROVIDE PROPER INSURANCE DOCUMENTATION PRIOR TO USE WILL RESULT IN REVOCATION OF THE PERMIT.**
2. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the facility user hereby agrees to effectuate the naming of North Bellmore UFSD as an Additional Insured on the facility user's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
3. The policy naming North Bellmore UFSD 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 North Bellmore UFSD, its Board, employees, and volunteers including a waiver of subrogation in favor of North Bellmore UFSD for all coverages including workers compensation.

* 1. Additional insured status for General Liability coverages shall be provided by standard or other endorsements that extend coverage to North Bellmore UFSD (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with North Bellmore UFSD. 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.

1. The facility user agrees to indemnify North Bellmore UFSD for applicable deductibles and self-insured retentions.
2. Minimum Required Insurance:
   1. **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

* 1. **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.
  2. **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. 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.

* 1. **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 coverages.

**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 coverages.

**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 coverages.

**Carnivals and Firework Displays, etc**.

$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 coverages.

1. The facility user acknowledges that failure to obtain such insurance on behalf of North Bellmore UFSD constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to North Bellmore UFSD. The facility user is to provide North Bellmore UFSD with a certificate of insurance, evidencing the above requirements have been met, prior to the event.

**ACKNOWLEDGEMENT OF RECEIPT AND REVIEW OF THE FACILITIES USE REQUIREMENTS**

I understand the requirements and expectations outlined by the North Bellmore UFSD Vendor Facility Use and Insurance Requirements Form and Vendor Regulations.

I acknowledge receipt of a printed copy of the North Bellmore UFSD Vendor Facility Use and Insurance Requirements Form and Vendor Regulations Form and agree to abide by the policies and guidelines outlined within as a condition of my Facility.

I understand that if I have questions regarding NBUFSD policies, I will consult with my immediate contact or NBUFSD Office of Facilities.

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Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name

**HOLD HARMLESS AGREEMENT**

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) does covenant and agree to defend, indemnify and hold harmless the **North Bellmore UFSD** 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 **North Bellmore UFSD** property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_).

(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) understands and agrees that its use of **North Bellmore UFSD** 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 obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

***For District Official Use Only***

Acknowledgement and Hold Harmless Received By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

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Printed Name