**FACILITY USE REQUIREMENTS**

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.

1. Organizations wishing to use District facilities shall first apply to the Office of Buildings and Grounds using the attached form. Final approval for use of a district facility is subject to the approval of the Building Principal, Director of Facilities and Assistant Superintendent for Business.
2. 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.
3. Intoxicants shall not be brought onto District property at any time.
4. All posted rules must be adhered to.
5. 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.
6. Any damage to District facilities shall be promptly repaired at the user’s expense. NO EXCEPTIONS.
7. In situations where activities are held within the school building, the supervising adult **MUST** notify the custodian in charge of the building prior to leaving the premises. The custodian in charge and the Supervisor must lock all doors and turn the lights off. Additionally, the custodian will require that the EXIT Report form be signed by the supervising adult. This form must be completed each time the building is used.
8. Organizations using facilities MUST clean the used area prior to leaving.
9. Permits for facility use may be revoked at any time.
10. Any activity serving youth under 18 years old requires the presence of adequate adult supervision.
11. Facility fees (if applicable) are payable prior to the activity/event.
12. Smoking or other use of tobacco products is not allowed on District property.
13. Facilities are not available if in conflict with District programs. No unauthorized vehicles are allowed on school property. No field or building alterations (lining of fields or gymnasiums, erecting permanent goals posts or structures, etc.) are allowed without prior written approval. If you are requesting an alternation to any filed and/or school property area (located within or outside a district building), please provide a separate sheet outlining your request and attach the explanation to the application form. If approved, the application will be marked as approved. Any and all work done to fields and/or the building MUST be done by District personnel and under the supervision of the Director of Facilities. **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.**
14. The District does not discriminate on the basis of race, color, national origin, physical impairment or gender in its educational programs or employment.
15. The supervising representative is responsible for informing organization, team, association, members and/or visitors of parking lot, front driveway and street parking rules and regulations. It will be the sole responsibility of the Supervising adult to assure that all parking regulations are followed and adhered to. This includes, but is not limited to, illegal parking on fields, playgrounds, in the fire zones, etc. Violations by any group or visitor/participant associated with a group granted permission to use District may result in revocation of the organization’s permit.
16. **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.**
17. 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.
18. 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 rests 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.

**Note to Subscribers Regarding Use of Facilities**

Once again, to increase the likelihood of transferring the financial responsibility to adjust a loss from the subscriber to a facility user, we continue to recommend subscribers use the following language on all use of facilities forms or applications. Facilities users must sign or agree to this language.

**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.