

Please use the attached forms when applying for facilities use at the Rye Neck Union Free School District.

Have contractor complete and return as soon as possible:

1. Application for Use of District Facilities (please complete this application once per school year, per contractor). This application includes:
 - a. Indemnification Agreement
 - b. Details of required insurance
 - c. Facility Use Requirements
 - d. Fingerprint clearance:
 - i. Please note that fingerprint clearance is **REQUIRED** by the State of New York if a contractor will be on site for more than five (5) days.
 - ii. If the contractor will be on site for five days or less, we require the name of a Rye Neck UFSD staff person who will be responsible for being present while the contractor is with students.
2. Insurance documentation (please see sample insurance documentation provided with this application)
3. Form W-9

Complete and return once event dates and details are known:

4. Event Form
 - a. Please ensure that the Building Principal or the Athletic Director has approved the event form **BEFORE** sending it to the Business Office.

All completed applications, forms, and insurance documents must be received by the Rye Neck Business Office **30 days before the event**. *Failure to provide all completed documentation by this deadline may result in the cancellation of the event.*

Please send all documents in single email to:

Mary K. Beebe-Harrison

mbeebe-harrison@ryeneck.org

914-777-5202

APPLICATION FOR USE OF DISTRICT FACILITIES

Today's _____ date:

Name _____ of _____ organization _____ or _____ individual:

Supervisor _____ in _____ charge: _____ Building requested: _____

Email _____ address: _____ Cell _____ phone: _____

Purpose of use of facilities: _____

INDEMNIFICATION AGREEMENT

_____ does covenant and agree to defend (with counsel of the Rye Neck
(Name of facility user)
School District's choice), indemnify and hold harmless the Rye Neck Union Free School District, its' Board, employees and volunteers 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 or access to Rye Neck Union Free School District 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 or access to Rye Neck
(Name of facility user)
Union Free School District's 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, duty to defend, hold harmless and
(Name of facility user)
insurance obligations extend to the areas identified in the application and/or permit and any all incidental
areas.

The undersigned has the actual authority to legally bind the organization(s) or individual(s) requesting use of facilities.

Signature of PTSA President Date

Signature of Organization/Individual Date

Signature of Principal/Administrator Date

Signature of Superintendent Date

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 Building Principal or other Board designee.

1. Organizations wishing to use District facilities shall first apply to the building Principal/Athletic Director on the prescribed form. The Superintendent or designee has final authority on approval.
2. In the event of inclement weather, the Superintendent or designee has the final authority on whether facilities are usable.
3. Intoxicants shall not be brought onto District facilities 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 will be ejected from the premises.
6. Any damage to District facilities shall be promptly repaired at the user's expense. No Exceptions. If maintenance personnel are not available, ensure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean-up afterwards.
8. Permits may be revoked at any time.
9. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
10. The fee for use, if applicable, is payable before use begins.
11. The emergency telephone number for police and fire is 911.
12. Smoking, use of tobacco products or e-cigarettes is not allowed on District property.
13. Facilities are not available if in conflict with school use. No unauthorized vehicles are allowed on school property. No field or building alterations (lining of fields or gymnasiums, erecting permanent goal posts or structures, etc.) are allowed without written prior approval.
14. The District does not discriminate on the basis of race, color, national origin, physical impairment, gender, gender identity, or sexual orientation in its educational programs or employment services.
15. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, how to respond to a fire alarm, etc.
16. In the event of an accident, please notify the custodian on duty, or call the business office the next morning.

INSURANCE REQUIREMENTS (Please see **SAMPLE** insurance documents attached)

PLEASE show this insurance section to your insurance company to ensure that the proper insurance requirements are issued.

All facility users must provide the following insurance prior to using facilities. **FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:**

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the facility user hereby agrees to effectuate the naming of the Rye Neck UFSD (District), 310 Hornidge Rd., Mamaroneck, NY 10543, Rye Neck PTSA and New York State PTA as Additional Insured on the facility user's policy, except for workers' compensation and N.Y. State disability insurance.
2. The policy naming the Rye Neck UFSD, Rye Neck PTSA and New York State PTA as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better, 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, its Board, employees and volunteers with a waiver of subrogation in favor of the District for all coverages including workers compensation.
 - c. Additional insured status for general liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. 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).
3. The facility user agrees to indemnify the District, Rye Neck PTSA and New York State PTA, for any applicable deductibles or self-insured retentions.
4. Minimum required insurance:
 - a. **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
\$1,000,000 Sexual Misconduct and Assault (**Maybe applicable when an**

organization is providing professional services—check with the District if required)

\$100,000 Fire Damage
\$5,000 Medical Expense

b. 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.

c. 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 using this link:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverView.jsp

see step-by-step instructions attached to apply for CE-200

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 coverages.

Organized Athletic Leagues

\$3 million each Occurrence and Aggregate. Umbrella/Excess coverages 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.

e. Professional Errors and Omissions Insurance (When an organization is providing professional services)

\$2,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the consultant performed under the contract for the Rye Neck PTSA. If written on a “claims-made” basis, the effective date must pre-date the inception of the contract or agreement.

5. The facility user acknowledges that failure to obtain such insurance on behalf of the District, Rye Neck PTSA and New York State PTA, 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 before the

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of Attestation
of Exemption.

permit or contract to
the issuing Agency.

Questions? Call the NYBE Contact Center: (518) 485-5000

event.

FINGERPRINT CLEARANCE (Please tick one box and enter the applicable information)

Contractor will be on site for five (5) days or less

Name of instructor(s):

Name of school district employee that will be present while contractor is with students:

Contractor will be on site for MORE THAN five (5) days.

Fingerprinting is **required by NYSED**, please list all names of persons that will be on site for more than five days and their social security numbers:

<u>INSTRUCTOR NAME</u>	<u>SOCIAL SECURITY NUMBER</u>
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