



Please use the attached forms when applying for facilities use at Rye Neck Union Free School District. **Return all information to the appropriate PTSA committee head or PTSA VP.** Please include:

- (1) Application for use of district facilities, which includes hold harmless agreement and insurance requirements including:

Certificate of insurance AND ISO endorsement (CG 20 26 or its equivalent)

- (a) Naming as **certificate holder**:

Rye Neck PTSA

New York State PTA

Rye Neck U.F.S.D.

310 Hornidge Road, Mamaroneck, NY 10543

- (b) Under **description of operations**:

"Rye Neck UFSD, Rye Neck PTSA, its Boards, employees & volunteers 310 Hornidge Road, Mamaroneck, NY 10543 and New York State PTA One Wembley Court Albany, NY 12205 are included as additional insured on a primary and non-contributory basis as respects to general liability and liability arising out of use of the facilities of the insured."

- (2) Fingerprint clearance

All completed applications and insurance must be received by the PTSA committee head **30 days before the event.**

PTSA committee head:

Send documents in single email to Mary K Beebe-Harrison in the Rye Neck UFSD Business Office AND copy your PTSA VP.

mbeebe-harrison@ryeneck.org

914-777-5202



310 Hornidge Road

Mamaroneck, NY 10543

914-777-5200 FAX 914-777-5201

APPLICATION FOR USE OF DISTRICT FACILITIES

PTSA committee head or PTSA VP complete

Today's date: _____ Date(s) requested: _____

School requested: _____ Room: _____

INFORMATION ABOUT GROUP

Name of organization or individual: _____

Grade(s) attending: _____

Time: _____ to _____. Supervisor in charge: _____

Email address: _____

Telephone: (day) _____ (evening) _____

INFORMATION ABOUT INTENDED USE OF SCHOOL DISTRICT FACILITIES

Purpose of use: _____

Total participants expected: _____ Adults: _____ Children: _____

Is equipment required? Yes _____ No _____

If needed, state what type and for what purpose: _____

Number of overtime custodians/groundsmen requested: _____

Duties to be performed _____

AGREEMENT

<p>_____ does covenant and agree to defend, indemnify and hold (name of facility user) 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 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 Rye Neck (name of facility user) Union Free School District 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 (name of facility user) indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.</p>

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

Signature of PTSA's representative

Date

Signature of organization/individual

Date

Signature of Principal/Administrator

Date

Signature of Superintendent

Date

**RETURN APPLICATION AND REQUIREMENTS AS LISTED BELOW TO:
appropriate Principal/Athletic Director of school to be used, by e-mail, fax or mail.**

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. All users must provide the following insurance prior to using facilities.

FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:

- A. The user hereby agrees to name Rye Neck Union Free School District, Rye Neck PTSA and New York State PTA as an additional insured on the user's policy.
- B. The policy naming the Rye Neck Union Free School District, Rye Neck PTSA and New York State PTA as an additional insured shall:
 - Be an insurance policy from an A.M. Best A- rated insurer.
 - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers, Rye Neck PTSA and New York State PTA.
 - Additional insured status shall be provided with ISO endorsement CG 20 26 or its equivalent.
- C. The user agrees to indemnify the District, Rye Neck PTSA and New York State PTA, for any applicable deductibles or self-insured retentions.
- D. Required Insurance:

Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.

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 (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.

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

Umbrella/Excess Insurance

-General Use

\$1 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

-Athletic and Recreational Camps

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

-Carnivals and Firework Displays, etc.

\$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

- E. 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 event.
16. 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.
17. In the event of an accident, please notify the custodian on duty, or call the business office the next morning.

Fingerprinting is required if the term of contractor/instructor is five days or more

INSTRUCTOR NAME

SOCIAL SECURITY NUMBER

This image shows a full page of white paper with horizontal black lines, resembling notebook paper. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.