

EXHIBIT 1 TO THE ROOSEVELT UFSD SCHOOL FACILITIES USE REQUEST FORM
TERMS AND CONDITIONS OF THE USE OF SCHOOL FACILITIES

1. **Indemnification:** To the fullest extent permitted by law, the organization or individual granted permission to use school facilities ("the Facilities User") shall indemnify, defend (with counsel selected by the Roosevelt UFSD ("District") and reasonably approved by the Facilities User) and hold harmless the District from any and all liability, losses, costs, damages and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) from any claims, disputes, or causes of action of whatever nature arising, in whole or in part, out of or in connection with Facilities User's use of school facilities. In the event that any legal proceeding shall be instituted or that any claim or demand with respect to the foregoing be asserted by any person in respect of which indemnification may be sought from the Facilities User under the provisions of these Terms and Conditions, the District shall promptly notify the Facilities User of such suite, claim or demand, and give the Facilities User an opportunity to defend same and settle same without any cost to the District. The District shall extend reasonable cooperation to the Facilities User in connection with such defense, which shall be at the expense of the Facilities User. In the event that the Facilities User fails to defend the District with a reasonable length of time, which for this purpose shall not exceed thirty (30) days, the District shall be entitled to assume the defense thereof, and the Facilities User shall be liable to repay the District for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments).
2. **Insurance** additional insured on the Facility User's commercial liability insurance policy having coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. This policy must be from an A.M. Best rated "secured" New York State ("NYS") insurer permitted to do business in NYS and contain a thirty (30) day notice of cancellation. The Facilities User shall notify the District in writing at least thirty (30) days prior to any lapse in liability coverage. The Facilities User agrees to be responsible for any applicable insurance deductible or expenses.
3. **Proof of Insurance:** The Facilities User shall cause its insurer(s) to provide an insurance certificate to the District at least five (5) business days prior to the Facilities User's use of the Facilities. The Facilities User shall also provide to the District within this time a copy of any endorsement to the Facilities User's commercial general liability insurance policy(ies) (Form CG 20 25 11 85 or its equivalent) naming the District as an additional insured thereunder. Upon request, the Facilities User shall provide the District with a copy of the Facilities User's applicable insurance policies including any endorsements, modification, or exclusions thereto.
4. **District's Authority:** The Facilities User represents and warrants that it has received and read and will observe and comply with all applicable policies, rules, and regulations of the District (including, but not limiting to, the District's Code of Conduct) and will require its employees, volunteers, participants, members, and attendees to do the same.
5. **Termination:** The Facilities User's permission to use the school facilities may be denied or withdrawn immediately: (a) if any District policies, rules, or regulations are breached in connection with the Facilities User's use of the facilities; (b) if the Facilities User breaches its obligations to provide the insurance coverage set forth in these Terms and Conditions; (c) if the Facilities User breaches any of its obligations under or violates any applicable state or federal law or regulation in connection with its use of the facilities; (d) if the Facilities User's use of the Facilities poses a threat to the safety of any person or to District property; or (e) for any violation of these Terms and Conditions or for any reasonable and lawful purpose.
6. **Charge:** The Facilities User agrees to pay the District in accordance with the below fee schedule. **This compensation shall be paid no later than five (5) business days prior to the Facility User's use of the facilities. Payment must be made payable to "Roosevelt UFSD."**

Building/Fields	On days/times when the building would normally be closed or not in use: Classroom/lobby - \$100/day; Cafeteria/Library - \$150/day; Gymnasium/Auditorium - \$300/day; Athletic fields - \$375/day
Building/Fields (Non-Profit) 501c3 must be submitted	On days/times when the building would normally be closed or not in use: Classroom/lobby - \$25/day; Cafeteria/Library - \$50/day; Gymnasium/Auditorium - \$75/day; Athletic fields - \$100/day
Custodial Staff	Monday-Friday (8:00am-4:00 pm) \$24/hr. 4:00 pm and after, holidays and weekends - \$40/hr. Two hour minimum. Additional time may be calculated to cover the preparation prior to, and post event (for equipment breakdown, etc.
Security staff	Monday-Friday (8:00am-4:00pm) - \$22/hr. 4:00pm and after, holidays and weekends - \$35/hr.
Lighting/Sound Technician	20/hr will be charged for each technician working the event.

The Facilities User further agrees to pay any additional fees associated with the use of any additional services or equipment. The District retains the further right to waive and/or modify user fees for groups that are associated with and/or sponsored by the district. *The Director of Facilities, Operations and Safety shall determine the number of custodial, security, and/or cafeteria employees necessary for each event and the number of hours required for each employee.*

**ROOSEVELT UFSD
SCHOOL FACILITY USE REQUIREMENTS AND REGULATIONS**

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. An organization or individual wish to use the District facilities shall first apply to the Director of Facilities on the prescribed Facility Use Request Form. The Facilities Department will review the organization's insurance requirements and begin the internal approval process. The form will then be sent to the building Principal. The Principal or his/her designee has final authority on the availability of the school facilities. The Principal will be provided a copy of the final form after it has been presented to the Board of Education for approval.
2. All School Facility Use Request forms, after receiving the appropriate district recommendations, must be approved by the Board of Education at a regularly scheduled meeting. Applicants are encouraged to view the calendar of board meetings and make the necessary allowances when submitting a Facility Use Request Form. Facilities Use Request forms **must** be submitted at least eight (8) weeks in advance of the event date.
3. In the event of inclement weather or other unforeseen circumstances, the Principal or his/her designee has the final authority on whether facilities are usable.
4. No individual, group or organization may use any room or rooms and/or fields until written authorization has been obtained from the Department of Facilities and Operations office.
5. Facilities are only available when they are not in use for school purposes, or when the facilities are in use for school purposes, if in the opinion of the Board of Education, the use will not be disruptive of normal school operations. Preference for the use of District facilities shall be given to District residents. The use of facilities by groups including students in the evening preceding a school day is discouraged.
6. Permits (approved Facilities Use Request Forms) granted to an organization or individual ("Facility User") will **NOT** be issued for any event to which admission fees are charged unless the proceeds will be expended entirely for an educational or charitable purpose or scholarship(s) given to those in need. Intent is to be verified in writing on the Facilities Use Request Form.
7. There may be a fee imposed for the use of a Roosevelt UFSD school facility. The use of a facility by non-school organizations is always subject to budgetary constraints.
8. All applicants must agree to comply with the Terms and Conditions of the Use of School Facilities that is annexed as Exhibit 1 to the Facility Use Request Form, including the required proof of insurance. **FAILURE TO SUBMIT THE COMPLETED FACILITIES USE REQUEST FORM OR THE REQUISITE PROOF OF INSURANCE MAY DELAY THE APPROVAL OF AN APPLICATION.**
9. All approved Facility Use Request forms/permits must be available for inspection during the event.
10. Any even with youth under 18 years of age in attendance must have adequate adult supervision at all times.
11. All requests for equipment, including the setting up of tables and chairs, must be itemized and included with the Facility Use Request Form.
12. A Café employee **MUST** always be present if the kitchen facilities are to be used.
13. 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 prior approval of the Facilities Office.
14. Smoking, the use of any tobacco products, intoxicants, fireworks, weapons, firearms and other dangerous items are not allowed on District property.
15. Profanity, offensive language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition may be ejected from the premises.
16. All posted rules must be adhered to.
17. Prior to the start of the event, the person in charge of the event must notify all persons in attendance of the procedures to be taken in the case of emergency, including an emergency evacuation. For example, pointing out posted procedures, directions for exiting, how to respond to fire alarms, etc.
18. The safety and security of all attendants, including any students, must be provided during the entire time the Facility User uses the facilities.
19. Organizations/individuals using the facilities must clean-up afterwards.
20. Any damage to District facilities must be promptly repaired at the user's expense. **No exceptions.**
21. In the event of personal injury or damage to school or personal property during an event held on school grounds, the Facility User must notify the custodian on duty during the event or, if the custodian is unavailable, must notify the Facilities Office (516-345-7018) the day of the event or, if the Office is closed on the day of the event, must notify the Facilities Office by the close of business the following business day. The telephone number for Nassau County Police Department First Precinct is 516-573-6100; Roosevelt Fire Department is 516-742-3300.