

As per the Roosevelt UFSD School Facility Use Requirements and Regulations, the following fee schedule is as follows:

Cafeteria Building/Fields: On days/times when the building would normally be closed/not in-use, a \$75/day fee for classrooms; a \$150/day fee for a Cafeteria/Library, a \$300/day fee for a Gymnasium/Auditorium, and \$175/day for Athletic Fields will be charged. The building fees include the cost of utilities (gas, electric, water, and related expenses).

Custodial Staff: Monday-Friday (8:00am-4:00pm) \$24/hr. (4:00pm-after hours and Weekends) - \$48/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-after hours and Weekends) - \$35/hr.

Lighting/Sound Technician: Lighting/Sound Tech. charges of \$20/hr. will be charged for each technician working the event

Classrooms for Profit: Monday-Friday (8:00am-4:00pm) 4:00pm – After hrs. and Weekends \$100/day

Classrooms Non-Profit (must submit copy of 501C3) Monday-Friday (8:00am-4:00pm) 4:00 PM – After hours and Weekends \$25/day. Plus \$25/day for Auditorium, Gymnasium, Cafeteria (must also submit a 501C3)

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*



**SAMPLE INSURANCE REQUIREMENTS - USE OF FACILITIES
(INCLUDING ORGANIZED ATHLETIC ACTIVITIES AND ATHLETIC/
RECREATION CAMPS)**

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 District/BOCES as an Additional Insured on the facility user's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District/BOCES as an Additional Insured shall:
 - a. 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. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3. The certificate of insurance must describe the services provided by the facility user that are covered by the liability policies.
4. The facility user agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.



5. 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

\$100,000 Fire Damage

\$10,000 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.

d. **Umbrella/Excess Insurance**

General Use

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

Organized Athletic Activities and Athletic/Recreational Camps

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

Carnivals and Firework Displays, etc.

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

6. The facility user acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract. The facility user is to provide



the District/BOCES 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 should be required to sign or agree to this language.

SAMPLE INDEMNIFICATION AGREEMENT

(NAME OF FACILITY USER) does covenant and agree to defend, indemnify and hold harmless the (NAME OF DISTRICT/BOCES) 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 (NAME OF DISTRICT/BOCES) property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of (FACILITY USER).

(FACILITY USER) understands and agrees that its use of (NAME OF DISTRICT's/BOCES) 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").

(FACILITY USER) agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.



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(INCLUDING ORGANIZED ATHLETIC ACTIVITIES AND ATHLETIC/
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 - a. 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. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES.
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(FACILITY USER) understands and agrees that its use of (NAME OF DISTRICT's/BOCES) 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").

(FACILITY USER) agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

ROOSEVELT UFSD SCHOOL FACILITIES USE REQUEST FORM
This request requires Board of Education approval.

3280R

Name of Applicant/Facilities User (organization or individual): _____

Applicant Address: _____ Telephone: _____

Are you a non-profit organization? Yes _____ No _____

Type of event, including all planned activities: _____

Event Date(s): _____ Event Time(s): _____ to _____

Estimated # of persons participating/attending: _____ Estimated # District residents: _____

Will you or others be charging an admission fee or any other charge or cost to participants, spectators or guests for your event or any planned activities? Yes _____ No _____

If yes, what is the purpose of the admission fee or other charge or cost? _____

If yes, to what entity(ies) will the admission fee or other charge or cost be donated or for what purpose will it be used? _____

**If an admission fee is charged, the proceeds must be used for an educational or charitable purpose.*

School Requested (check all that apply): High School _____ Middle School _____ Centennial Ave _____
Washington Rose _____ Ulysses Byas _____

Space Requested (check all that apply): Auditorium _____ Classroom(s) _____ Gym _____
Cafeteria _____ Non-Turf Field _____ Turf Field _____ Other _____

Media Needs (Lighting & Sound) _____ Anticipated # Hours Needed _____
Will you utilize any vendors, contractors or subcontractors? Yes _____ (if yes, see attached Form) No _____

The undersigned hereby represents that the information provided on this Request Form is true and accurate and acknowledges that he/she has read and agrees to comply with and be bound by all of the terms and conditions set forth in Exhibit 1 (attached) including the indemnification provision, and all of the terms and conditions set forth in the School Facility Use Requirements and Regulations (attached). If the undersigned is signing on behalf of an organization, the undersigned confirms that he/she is authorized by the organization to sign this Application on behalf of the organization.

Signature of Individual/Organization's Representative _____

Date Submitted _____

Printed Name of Individual/Organization's Representative _____

Title of Organization's Representative _____

>>>>PLEASE DO NOT WRITE BELOW THIS LINE - FOR INTERNAL USE ONLY>>>>

Principal's Office _____
(Signature and Date)

Principal's Recommendation: Yes _____ No _____
Comments: _____

Facilities Office _____
(Signature and Date)

Recommended: Yes _____ No _____
Comments: _____ # Staff: _____

Security Office _____
(Signature and Date)

Recommended: Yes _____ No _____
Comments: _____ # Staff: _____

Proof of Insurance: Received on _____, 20__

Not Received: _____

Board of Education Approval Date: _____
Total Fees Approved: _____

Declination Date: _____
District Clerk Initial: _____

3280R

**VENDOR/CONTRACTOR ATTACHMENT TO
ROOSEVELT UFSD SCHOOL FACILITIES USE REQUEST FORM**

*This attachment must be completed by every vendor/contractor
to be utilized during applicant's use of District facilities.*

Name of Vendor/Contractor ("Vendor"): _____ Date: _____

Vendor Address: _____ Telephone: _____

Date(s) and time(s) of event: _____

Describe the services, products, etc. that the Vendor/Contractor will be offering or providing at this event:

1. **School Facilities:** The term "school facilities" in this Vendor/Contractor Attachment includes, but is not limited to, all areas identified in the Facilities Use Request Form and all sidewalks, walkways, parking lots, entrances, stairs and all other areas incidental to and/or connected with the use of the areas identified in the Facilities Use Request Form.

2. **Insurance:** Vendor will obtain, at Vendor's sole cost and expense, and keep in full force and effect during the time period that Vendor uses the school facilities, the following insurance: Commercial General Liability Insurance having coverage of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate, with no exclusions for athletic participants.

Notwithstanding any terms, conditions or provisions in any other writing between the parties, Vendor agrees to effectuate the naming of the District as an additional insured on Vendor's insurance policy. The policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State; and
- state that Vendor's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers.

It is the intent of this regulation that additional insured status will cover all school facilities.

Vendor indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of Vendor, to the extent not covered by the applicable policy.

3. **Proof of Insurance.** Vendor will cause its insurer(s) to provide an insurance certificate to the District at least five (5) business days prior to Vendor's use of the Facilities. Vendor will also provide to the District within this time a copy of an endorsement to Vendor's Commercial General Liability Insurance policy(ies) (Form CG 20 26 11 85 or its equivalent) naming the District as an additional insured thereunder. The decision to accept an alternative endorsement rests solely with the District. At the District's request, Vendor will provide the District with a copy of Vendor's applicable insurance policies including any endorsements, modifications or exclusions thereto.

4. **Defense and Indemnification:** To the fullest extent permitted by law, Vendor will indemnify and defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of its Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes or causes of action of whatever nature arising, in whole or in part, out of or in connection with Vendor's actual use or proposed use of the school facilities including, but not limited to, the use of the school facilities by the Attendees. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from Vendor pursuant to the provisions of this paragraph, the District will promptly notify Vendor of the legal proceeding, claim or demand, and give Vendor an opportunity to defend and settle same without any cost to the District. The District will extend reasonable cooperation to Vendor in connection with the defense, which will be at the expense of Vendor. In the event that Vendor fails to defend the District within 30 calendar days of receipt of the notice, the District will be

entitled to assume the defense thereof, and Vendor will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify Vendor of a legal proceeding, claim or demand will not relieve Vendor of any obligation that Vendor has pursuant to this paragraph unless and only to the extent that the failure to notify Vendor materially prejudices Vendor. Vendor agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld). All of the provisions of this paragraph will survive for six years after the conclusion of the Vendor's use of the school facilities.

5. Permits: If Vendor will be using a food truck or providing and/or catering the event, Vendor must provide the District with applicable permits at least five (5) business days prior to the first day of the Vendor's services on or use of school facilities.

The undersigned Vendor hereby represents that the information provided on this Vendor/Contractor Attachment to School Facilities Use Request Form ("Vendor Attachment") is true and accurate and acknowledges that he/she has read and agrees to comply with and be bound by all of the terms and conditions set forth on this Vendor Attachment, including the indemnification provision. If the undersigned is signing on behalf of an organization, the undersigned confirms that he/she is authorized by the organization to sign this document on behalf of the organization.

Signature of Vendor (Individual or Organization's Representative)

Date Submitted

Print Name of Vendor (Individual or Organization's Representative)

Title of Organization's Representative

ADOPTION DATE: 12/18/2019

BOOK: Roosevelt Union Free School District Board Policy
SECTION: 3000 Community Relations
TITLE: Use of School Facilities, Materials, and Equipment
CODE: 3280
STATUS: Active
ADOPTED: December 18, 2019

POLICY: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT

School Facilities

The Board's policy is to encourage the use of school facilities in accordance with the uses permitted by New York State law. Individuals or organizations wishing to use school facilities must obtain written permission from the Board of Education or its designee and abide by the rules and regulations established for the use, including restrictions on alcohol, tobacco and drug use. All users of District property, including visitors, must comply with the District's Code of Conduct.

The District reserves the right to charge a fee for the use of its facilities in a manner consistent with law, and on terms specified in regulation or by agreement with the user of the District's facilities.

Materials and Equipment

Except when used in accordance with Education Law Section 414, school-owned materials or equipment must be used for school-related purposes only. Private and/or personal use of school-owned materials and equipment is strictly prohibited, except where authorized by the Board of Education or its designee. The loan of equipment and materials for public purposes that serve the welfare of the community is allowed, as long as the equipment is not needed at that time for school purposes and that the proposed use will not disrupt normal school operations.

The Board will permit school materials and equipment to be loaned to staff members when such use is directly or peripherally related to their employment, and to students when the material and equipment is to be used in connection with their studies or extracurricular activities. Community members will be allowed to use school-owned materials and equipment only for educational purposes that relate to school operations. The Board will also allow the loan of equipment to local governments and other entities that benefit the welfare of the surrounding community. The Board supports this inter-municipal cooperation as it saves taxpayer monies and is a more efficient use of scarce or costly equipment and resources.

The District will develop administrative regulations to assure that use of school-owned materials and/or equipment complies with the letter and spirit of this policy, including a description of the respective rights and responsibilities of the School District/lender and borrower in relation to such materials and equipment.

NOTE: Refer also to Policies:

- #3280R -- School Facility Use Requirements and Regulations**
- #3281 -- Use of Facilities by the Boy Scouts of America and Patriotic Youth Groups**
- #3410 -- Code of Conduct**
- #5640 -- Smoking/Tobacco Use**
- #7320 -- Alcohol, Tobacco, Drugs and Other Substances**
- #7410 -- Extracurricular Activities**

ADOPTION DATE: 12/18/2019