

# Bridgehampton Union Free School District

1500-E

PO Box 3021, 2685 Montauk Highway, Bridgehampton, NY 11932  
Telephone: (631) 537-0271 District Office-Facsimile: (631) 537-9038

## Application for Use of School Building CERTIFICATE OF INSURANCE MUST ACCOMPANY THIS FORM

Mail one copy of all forms with insurance certificate to the Superintendent, at least thirty (30) days prior to the date of when the building will be in use.

\_\_\_\_\_ requests to use \_\_\_\_\_  
(Name of Organization or Individual making request) (Enter room name: e.g. Gym, Library)

in the Bridgehampton School on the following dates: \_\_\_\_\_  
between the hours of \_\_\_\_\_.

For what type of activity will the building be used? \_\_\_\_\_

Will admission be charged?  Yes  No

If yes, for what will proceeds be used for? \_\_\_\_\_

Total Participants Expected: \_\_\_\_\_ Adults: \_\_\_\_\_ Children: \_\_\_\_\_

Is equipment required? Yes \_\_\_\_\_ No \_\_\_\_\_

Do you require tablecloths? Yes \_\_\_\_\_ No \_\_\_\_\_

If needed, state what type and for what purpose: \_\_\_\_\_

Residents (Number): \_\_\_\_\_ Non-residents: \_\_\_\_\_

If refreshments are to be served, provide details: \_\_\_\_\_

### ***\*See provisions of Law in District Policy #1500-R***

I hereby certify that the undersigned is over 21 years of age and that the building will be used only for the activity listed and the proceeds from admission will be used only for the purpose above stated and I hereby agree that I have read the regulations on the reverse side of this application form for the use of school building and grounds of Bridgehampton UFSD, that I am familiar with the New York State Law regarding the use of school buildings and grounds, and that I am authorized by the organization named on this application to accept the responsibility of conforming to these regulations, rules and laws. He/she, on behalf of \_\_\_\_\_ does hereby covenant and agree to defend, indemnify and hold harmless the Bridgehampton 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 Bridgehampton UFSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of \_\_\_\_\_. \_\_\_\_\_ understands and agrees that its use of Bridgehampton UFSD'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 and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

\_\_\_\_\_  
APPLICANT - Print Name

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
**I have received and read the Policy #1500 & 1500R**

\_\_\_\_\_  
Date of Application:

\_\_\_\_\_  
Phone

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## FEE SCHEDULE<sup>‡</sup>

### **BUILDING FEES** (for Gym or 1 meeting room – addl. fees MAY apply for more rooms)

**Weekdays** – Available 3:00PM – 10:00 PM Main School Building **\$60.00** per hr. M.S. Meeting Room\* **\$60.00** per hr.

**Weekends** – Available 8:00AM – 8:00 PM Main School Building **\$60.00** per hr. M.S. Meeting Room\* **\$60.00** per hr.

### **GROUNDS FEES** (subject to availability of custodial staff)

Fields and property as a whole – PER 4 hour block (8am – 12 pm or 1pm – 5pm) **May be subject to a fee of up to \$1500\***

**\*Board Sets the Rate for Each Application**

**‡MAY BE SUBJECT TO EXEMPTION AT SUPERINTENDENTS DISCRETION**

**NOTE: ANY change in date, time or cancellation of this activity is to be reported to the Superintendent.**

Clean up is the responsibility of the group  
(There may be addl. charges for custodial service if cleaning is needed after event).

Portable lectern, public address system and limited technology equipment is available – *see below*

**NO** alcoholic beverages to be consumed or sold on school property.  
Smoking is **PROHIBITED** by NYS LAW.

Certain areas of the buildings are considered Food Free Zones – these areas include the Gymnasium, Library and Classrooms. These areas must be observed “unless otherwise noted” and approved by the Superintendent.

**ALL FEES ARE TO BE PAID IN FULL UPON NOTIFICATION OF APPROVAL – PRIOR TO USE**

**THIS APPROVED APPLICATION MUST be presented to the Custodian for admission to the building.**

### FOR OFFICE USE ONLY

Custodian Approval \_\_\_\_\_

Date Approved \_\_\_\_\_

Athletic Director Approval \_\_\_\_\_

Date Approved \_\_\_\_\_

Check if applicable:  Sound System Needed  Technology Equipment Requested

Room \_\_\_\_\_ Max Capacity \_\_\_\_\_

Sound System Approval: \_\_\_\_\_

Technology Approval: \_\_\_\_\_

Principal Approval \_\_\_\_\_

Date Approved \_\_\_\_\_

Superintendent Signature \_\_\_\_\_

Date Approved \_\_\_\_\_

BOE Approval \_\_\_\_\_

Date of Board Resolution \_\_\_\_\_

Entered on Master Calendar: \_\_\_\_\_ Date/Initials \_\_\_\_\_

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 Superintendent on the prescribed form. The Board of Education has the final authority on approval.
2. In the event of inclement weather, the Superintendent has the final authority on whether facilities are useable.
3. Smoking or use of other tobacco products, as well as intoxicants is not allowed on District property at any time.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts or illegal activity 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.**
7. Organizations using the facilities must clean up afterwards.
8. Permits may be revoked at any time.
9. Any organization with youths under 18 years old requires the presence of adequate adult supervision at all times.
10. The fee for use is payable before the use begins.
11. Facilities are not available if in conflict with school use. No unauthorized/ unregistered 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.
12. The District does not discriminate on the basis of race, color, national origin, physical impairment or sex in its educational programs or employment services.
13. 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:**

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 as an Additional Insured on the facility user's insurance policies, except for workers' compensation and NY State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
  - a. Be an insurance policy from an A.M. Best A- rated or better insurer.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers. It is the intent of this agreement that Additional insured status shall cover and extend to property and facilities including, but 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.
  - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District. 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 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
  - 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 oard 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 General Liability coverage.

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**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.

6. User acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The user is to provide the District with a certificate of insurance, evidencing the above requirements have been met. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any and all rights held by the District.

The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

14. 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 alarms, etc.
15. In the event of an accident, please notify the custodian on duty.

Revised & Adopted: August 2, 2016

Reviewed & Deemed Sufficient: February 28, 2018

Revised & Adopted: February 26, 2020