

**COPIAGUE SCHOOL DISTRICT
INSURANCE AGREEMENT - USE OF FACILITIES**

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the District as an additional insured on the permittee's insurance policies.
2. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, licensed in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District its Board, employees and volunteers.
 - c. The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance.
 - d. Coverage needs to be primary and non-contributory in favor of the District.
 - e. At the District's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
3. The permittee agrees to indemnify the District for any applicable deductibles and self-insured retentions.
4. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.
 - b. **Excess Insurance**
* \$_____ each occurrence and aggregate. Excess coverage shall be on a follow-form basis.
**Depends on terms of contract.*
5. Permittee 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 permittee is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
6. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The permittee 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.