



## ROCKY POINT UNION FREE SCHOOL DISTRICT

### USE OF DISTRICT FACILITIES: **APPLICANT CHECKLIST**

Name of Organization: \_\_\_\_\_

Description of Activity: \_\_\_\_\_

Designated Contact from Sponsoring Organization: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

**Applicant - please check off all requirements below to ensure application packet is complete.**

- Review Board of Education Policy #3280 - *Community Use of School Facilities*.
- Complete and sign the “Application for the Use of District Facilities”.
- Read and sign the “Guidelines for the Use of District Facilities”.
- Read and sign the “Insurance Requirements and Hold Harmless” document.
- Include Proof of Insurance reflecting required coverages with application packet.
- If outside vendors are a part of the event, the “Third-Party Use of Facilities Agreement” is to be executed by the Applicant and outside vendor(s).
- If a Use of Facilities fee is to be charged, please make check payable to the Rocky Point UFSD prior to the date of the event.
- For requests to utilize School Buildings and/or parking areas, please submit completed application packet to the associated Building Principal. For requests to utilize Gymnasiums, Fields & other athletics spaces, please submit completed application packet to the Athletics Office at Rocky Point High School.

## Community Relations

**SUBJECT: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT****School Buildings**

The use of buildings, grounds, and facilities of the Rocky Point Union Free School District as community centers, for legitimate and appropriate activities by the people of the community, is encouraged by the Board of Education. An organization whose membership is comprised of a majority of District residents may apply to use District facilities. Such use shall be subject to appropriate sections of New York State Education Law, decisions by the New York State Commissioner of Education, and the policies of the Board of Education. Priority for the use of these facilities shall always be given to the various aspects of the educational program for which they were primarily provided, including activities relating to the regular school program, intramural and other extracurricular activities, adult education, summer school, and in-service education programs.

**Permitted Uses**

District facilities may be used for the purposes listed below, subject to the conditions and restrictions set forth in this policy.

- a) Instruction in any branch of education, learning or the arts.
- b) Public library purposes, subject to provisions of the Education Law, or as stations of public libraries.
- c) Social, civic and recreational meetings and entertainments, or other uses pertaining to the welfare of the community so long as such uses are non-exclusive and open to the general public.
- d) Meetings, entertainment and occasions where admission fees are charged, when the proceeds are to be spent for an educational or charitable purpose.
- e) Polling places for holding primaries and elections, for the registration of voters and for holding political meetings.
- f) Civic forums and community centers.
- g) Recreation, physical training and athletics, including competitive athletic contests of children attending a private, nonprofit school.
- h) Child-care programs when school is not in session, or when school is in session for the children of students attending schools of the District and, if there is additional space available, for children of employees of the District.
- i) Graduation exercises held by not-for-profit elementary and secondary schools, provided that no religious service is performed.

(Continued)

## Community Relations

**SUBJECT: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT (Cont'd.)****Prohibited Uses**

Any use not permitted by this policy is prohibited. In addition, the following uses are specifically prohibited:

- a) Meetings sponsored by political organizations.
- b) Meetings, entertainments and occasions that are under the exclusive control of and the proceeds are to be applied for the benefit of a society, association or organization or a religious sect or denomination, or of a fraternal, secret or exclusive society or organization, other than veterans' organizations or volunteer fire fighters or volunteer ambulance workers.
- c) For any purpose that will in any way interfere with the use of school buildings, grounds, or other school property by the school.
- d) For any use that is contrary to the provisions of Section 414 of the Education Law.

**Conditions of Use for District Facilities**

- a) Use of District facilities may be permitted unless such facilities are in use for school purposes, or during educational programs. The District reserves exclusive and non-reviewable judgment to determine if a requested use would interfere with or disturb the District's educational programs.
- b) To ensure that District facilities are preserved for the benefit of the greater District community, only community-based groups and organizations (that is, groups which are located within the geographic area covered by the District) may be granted access to District facilities.
- c) Use of District facilities by the Boy Scouts or other patriotic youth groups listed as a patriotic society in Title 36 of the U.S. Code will be permitted to the same extent as other outside groups.
- d) The District shall not deny access to or otherwise discriminate against youth groups based solely on the group's membership or leadership criteria or oath of allegiance to God and country.
- e) United States Military Recruiters will be provided the same access to high school students on school grounds that is generally provided to colleges and universities or prospective employers.
- f) Use of District facilities will be permitted only where the applicant agrees to pay the District a user fee according to a schedule adopted by the District to cover the various costs of the facilities, and any other expenses associated with the requested use. Use is further conditioned upon the applicant's agreement to pay additional fees associated with the use of any additional services or equipment, The District retains the right to condition use upon an applicant depositing with the District a sum equaling the estimated costs and fees associated with the proposed use at the time of application acceptance. The District retains the further right to waive user fees for groups that are associated with or sponsored by the District when deemed appropriate by the Superintendent of Schools or designee.

(Continued)

## Community Relations

**SUBJECT: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT (Cont'd.)**

- g) Where, in the judgment of the District, the requested use of District facilities requires special equipment or supervision, the District reserves the right to deny such use, or in the alternative, to condition such use upon the applicant's payment of additional fees.
- h) Use of District facilities will only be permitted where the organization provides the District timely evidence of adequate insurance coverage to save the District harmless from all liability, property damage, personal injuries and/or medical expenses. The District will exercise complete and unreviewable discretion regarding what constitutes adequate insurance coverage for each proposed use.
- i) The Board reserves the discretion to deny use of District facilities described above or to terminate use of District facilities:
  - 1. By an applicant who has previously misused or abused District facilities or property or who has violated this policy;
  - 2. For use which could have the effect of violating the Establishment Clause of the United States Constitution or other provisions of the United States or New York State Constitution;
  - 3. For any use which, in the estimation of the Board, could reasonably be expected to or actually does give rise to a riot or public disturbance;
  - 4. For any use which the Board deems inconsistent with this policy;
  - 5. If the application is made for personal use. An individual not representing a participating organization or group may be denied the use of facilities;
  - 6. For any use by a private for-profit entity that has the direct or indirect effect of promoting the products or services of such entity;
  - 7. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted or possessed;
  - 8. For any use prohibited by law.

**Application Process**

- a) All requests for the use of facilities by any outside organization wishing to use the buildings or facilities are to be initiated through the buildings and grounds department, which will ascertain the availability of the buildings or facilities concerned. Additionally, the buildings and grounds department will forward a copy of all requests to the Building Principal and Athletic Director.
- b) Applications will be accepted not later than forty-five (45) days prior to the requested date for use of the buildings or facilities.

(Continued)

## Community Relations

**SUBJECT: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT (Cont'd.)**

- c) Only completed applications will be accepted. A complete application includes a fully executed “Application For Use of School Facilities”, acceptable proof of insurance with signed “Insurance Requirements and Hold Harmless” form, signed “Guidelines for the Use of Facilities” document, and a completed “Third-Party Use of Facilities” agreement (as necessary) . All applicable fees must be received from the applicant prior to the final acceptance of the application.
- d) Building use may not commence until approval is given by the Superintendent of Schools or his/her designee.
- e) The applicant must clearly and completely describe the intended use of the District facility in the application.
- f) All applicants must review this policy prior to submitting the application. All applications must be signed by an authorized agent of the group or organization requesting use. The applicant's signature on the application shall attest to the group or organization's intent to comply with all Board policies and regulations and to use District facilities strictly in accordance with the use described in the application.
- g) All applicants must agree to assume responsibility for all damages resulting from its use of District facilities.
- h) The Superintendent is authorized to alter or cancel any use of District buildings or facilities if it becomes necessary to use the facility for school purposes or for other justifiable reason.
- i) With regard to scheduling activities, the District retains the right to give preference to groups and organizations which are associated with or sponsored by the District.

**Materials And Equipment**

The Board of Education permits the use of District-owned materials and equipment (e.g., laptop computers, cell phones, audio-visual equipment, etc.) by Board members, officers, and employees of the District when such material and equipment is needed for District-related purposes.

The Superintendent of Schools, in consultation with the Assistant Superintendent for Business, shall establish regulations governing the loan and use of such equipment. Such regulations must address:

- a) The individuals who may properly authorize the use of such material and/or equipment;
- b) The lack of authority of the borrower to use such material or equipment for private, non-business purposes;
- c) The responsibilities of the borrower for proper use, care and maintenance;

(Continued)

## Community Relations

**SUBJECT: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT (Cont'd.)**

- d) That, regardless if condition or other factors, all loaned equipment must be returned to the District. No item may be sold to or purchased by the borrower unless such equipment has been returned to the District for evaluation, and if necessary, disposal in accordance with District policy and procedures.

All equipment shall be inventoried and a list shall be maintained of the date such equipment was loaned, to whom it was loaned, and the date of expected and actual return.

Individuals borrowing District-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use, and shall be responsible for its safe return.

The Business Office shall maintain records of all equipment that is loaned for long-term use (e.g., school year, term of office, etc.) and shall review such list yearly.

**Schedule of Charges**

Charges for use of buildings and athletic fields shall be assessed according to the criteria outlined below and will be established by the Board of Education. In consultation with the Assistant Superintendent for Business, the Director of Facilities will identify the appropriate level of Buildings & Grounds staffing and the Director of Child Nutrition will determine staffing levels for food service personnel for requested building use.

Level I Users

School-affiliated or not-for-profit community-based organizations that provide direct services to students such as PTA, scouting, youth-centered athletic programs, organizations involved in a partnership program with a school or District club or organization, or community-based organizations which do not meet the criteria set forth above but, nonetheless, provide evidence that the group utilizing district facilities during the times/dates requested is comprised of no less than 75% residents of the district and, furthermore, attest that there is no profit motive in their activities.

- a) For an event that requires one (1) staff member:

1. Days/times when the facility is otherwise appropriately staffed

No charge. (However, charges for staff beyond that which is otherwise scheduled will be applicable at a rate of twenty-five dollars (\$25) per hour. Moreover, additional services and/or requested furniture or equipment, beyond that ordinarily available at the requested location, date, and time, may be subject to charges based upon the actual cost to be incurred in providing said items.)

2. Days/times when the facility is **not** otherwise appropriately staffed

Twenty-five dollars (\$25) per hour. (However, charges for staff beyond one (1) custodian and for additional services, and/or requested furniture or equipment, beyond that ordinarily available at the requested location, date, and time, may apply. Such charges to be based upon the actual cost to be incurred in providing said staffing, services, furniture, and/or equipment.)

(Continued)

## Community Relations

**SUBJECT: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT (Cont'd.)**

- b) Rate for each food service worker required for events that utilize the kitchens (a minimum of three (3) hours will be required) will be determined by the Child Nutrition department.

Level II Users

Not-for-profit community-based organizations such as local fire departments, hospitals, service clubs, and government agencies.

- a) For an event that requires one (1) staff member:

1. Days/times when the facility is otherwise appropriately staffed

No charge. (However, charges for staff beyond that which is otherwise scheduled will be applicable at a rate of twenty-five dollars (\$25) per hour. Moreover, additional services and/or requested furniture or equipment, beyond that ordinarily available at the requested location, date, and time, may be subject to charges based upon the actual cost to be incurred in providing said items.)

2. Days/times when the facility is **not** otherwise appropriately staffed

Forty dollars (\$40) per hour. (However, charges for staff beyond one (1) custodian and for additional services, and/or requested furniture or equipment, beyond that ordinarily available at the requested location, date, and time, may apply. Such charges to be based upon the actual cost to be incurred in providing said staffing, services, furniture, and/or equipment.)

- b) Rate for each food service worker required for events that utilize the kitchens (a minimum of three (3) hours will be required) will be determined by the Child Nutrition department.

Level III Users

For-profit organizations.

- a) For an event that requires one (1) staff member:

1. Days/times when the facility is otherwise appropriately staffed

Forty dollars (\$40) per hour. (However, charges for staff beyond one (1) custodian and for additional services, and/or requested furniture or equipment may apply. Such charges to be determined at the sole discretion of the District.)

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**SUBJECT: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT (Cont'd.)**

2. Days/times when the facility is **not** otherwise appropriately staffed

One hundred dollars (\$100) per hour. (However, charges for staff beyond one (1) custodian and for additional services, and/or requested furniture or equipment may apply. Such charges to be determined at the sole discretion of the District.)

b) Rate for each food service worker required for events that utilize the kitchens (a minimum of three (3) hours will be required) will be determined by the Child Nutrition department.

**Liability**

Because it is in the public interest for the Board of Education to protect the School District against substantial financial loss, liability insurance will be required for all individuals or groups, other than District sponsored clubs and organizations, who use school facilities or School District sites. Applicable individuals and organizations shall attach a certificate of insurance, naming the Rocky Point Union Free School District as additional insured, to the application requesting the use of a School District-owned facility or an outdoor site. As a minimum standard, the certificate of insurance shall meet the following coverage requirements:

General Liability Insurance:	\$1,000,000 per occurrence / \$2,000,000 aggregate
Damage to Property:	\$1,000,000
Medical Payments to Others:	\$50,000

Exemptions from this policy are authorized, at the discretion of the Superintendent of Schools, for School District-sponsored events or for events sponsored by school-related organizations such as student groups and parent-teacher organizations. A further modification of this policy is authorized to be made by the Superintendent of Schools for certain community organizations such as civic associations or incorporated groups. In these instances, the Superintendent of Schools may waive the liability insurance. No exemption, however, will be granted to any organization which intends to use school facilities for recreational, athletic, physical fitness, or similar activities.

Organizations whose meetings are of a nature which require the participants to be sedentary are those to be considered for a waiver of liability insurance. Should such an organization wish to depart from its usual business meeting activity to sponsor a recreational, athletic, or physical fitness activity, the minimum insurance will be required and written evidence of same must be filed, in advance, pursuant to the established building use application procedure.

20 United States Code (USC) Section 7905  
36 United States Code (USC) Subtitle II  
34 Code of Federal Regulations (CFR) Parts 75, 76 and 108  
Education Law Section 414

(Continued)



**SUBJECT: USE OF SCHOOL FACILITIES, MATERIALS AND EQUIPMENT (Cont'd.)**

NOTE: Refer also to Policies #3410 -- Code of Conduct on School Property  
#5640 -- Smoking/Tobacco Use  
#7310 -- School Conduct and Discipline  
#7320 -- Alcohol, Tobacco, Drugs and Other Substances (Students)  
#7410 -- Extracurricular Activities  
*District Code of Conduct on School Property*



# ROCKY POINT UNION FREE SCHOOL DISTRICT

## APPLICATION FOR THE USE OF DISTRICT FACILITIES

Name of Organization: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Description of Activity: \_\_\_\_\_

Designated Contact from Sponsoring Organization: \_\_\_\_\_

Address of Sponsoring Organization \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

**School Requested:**

Frank J. Carasiti (K-2)

Joseph A. Edgar (3-5)

Middle School (6-8)

High School (9-12)

**Location(s) Requested:**

\_\_\_\_\_ Classroom \_\_\_\_\_ Gymnasium

\_\_\_\_\_ Auditorium \_\_\_\_\_ Cafeteria

\_\_\_\_\_ Field \_\_\_\_\_

\_\_\_\_\_ Parking Lot \_\_\_\_\_

\_\_\_\_\_ Kitchen (Requires Additional Fees)

\_\_\_\_\_ Other (Specify) \_\_\_\_\_

Date Start: \_\_\_\_\_ Date End: \_\_\_\_\_ Hours Start: \_\_\_\_\_ AM/PM End: \_\_\_\_\_ AM/PM

Approx. # of Individuals in Attendance: \_\_\_\_\_ 75% or more reside within RP UFSD?

Attach roster if available; if roster is unavailable, please explain: \_\_\_\_\_

Not-for-Profit Organization

For-Profit Organization

Will an admission fee be charged? Yes \_\_\_\_\_ No \_\_\_\_\_

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

Applicant may be required to submit an accounting of receipts and expenditures for the event if an admission fee is charged.

Will outside vendors be brought onsite for this event? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, applicant & outside vendor(s) to complete the THIRD-PARTY USE OF FACILITIES AGREEMENT included with packet.

Insurance Certificate Attached:  (Attach to application & sign the "Insurance Requirements & Hold Harmless" form.)

*No requests will be approved without a certificate of insurance, even if one is already on file with the district.*

AED Trained Individual (Required): Yes \_\_\_\_\_ No \_\_\_\_\_ (Read & sign "AED Guidelines" on application form.)

Fee: \$ \_\_\_\_\_ District will contact Applicant if fees are to be charged.

BOE policy #3280 determines the Use of Facilities fees due for an event. Please make check payable to: Rocky Point UFSD.

By my signature, below, I certify that I am authorized to act on behalf of the individual(s) and/or organization(s) listed as the sponsoring organization for the indicated event(s). Furthermore, I certify that I have received a copy, read, and understand the RPUFSD Board of Education policy #3280, Community Use of School Facilities. Additionally, I have signed the "Guidelines for the Use of District Facilities" document and the Third-Party Use of Facilities agreement (if applicable), and agree, on behalf of myself and the sponsoring organization, to be bound by the terms and conditions contained therein.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Applicant's Address

\_\_\_\_\_  
Telephone #

**District Use Only**

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

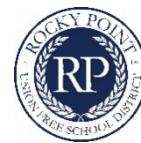
Disapproved Date \_\_\_\_\_

\_\_\_\_\_  
Authorized School Official

\_\_\_\_\_  
Title

cc: Internal Requests: Applicant, Building Principal, Head Custodian, Senior Guard, Child Nutrition & Facilities Office.

cc: External Requests: Applicant, Building Principal, Head Custodian, Senior Guard, Child Nutrition, Facilities Office, & Business Office (with all required documentation).



# ROCKY POINT UNION FREE SCHOOL DISTRICT

## GUIDELINES FOR THE USE OF DISTRICT FACILITIES

- 1) Before completing application, please read the Rocky Point UFSD Board of Education policy #3280 – *Community Use of School Facilities*.
- 2) Before approval is granted, all groups must submit an insurance certificate with limits in accordance with BOE policy #3280.
- 3) School functions shall take precedence over those of all other agencies.
- 4) If approval is granted, the permit shall not be transferable.
- 5) Only those facilities specified on the application are to be used.
- 6) Each sponsoring organization will attach a roster or list of participants, if available. If a list of participants is not available, please explain why in the space provided.
- 7) Where a large assemblage is expected, the applicant should arrange for adequate police and fire protection. If the Superintendent of Schools determines that the number of participants is too large to properly secure the facility, the Superintendent has the right to revoke the permit issued.
- 8) The Director of Facilities shall determine the number of custodians, guards, grounds personnel, and other Buildings & Grounds staff required in connection with any permit issued. The Director of Child Nutrition will calculate the associated costs due for the use of requested Food Service personnel. The organization agrees to pay all applicable costs in accordance with Board of Education policy #3280.
- 9) During the approved activity, the organization shall present the permit for verification upon request by School District staff.
- 10) Each organization will provide adequate supervision and shall accept responsibility for all damage done by members of the organization or its' audience. Doors shall be opened only to an adult in charge of the group. Persons supervising an activity shall not leave the school site until all participants and observers have departed from school premises.
- 11) The organization shall not permit vehicles to be illegally operated or parked. Violators are subject to being issued a traffic summons by the police. Motor vehicles shall not be permitted to be operated on any School District athletic field.
- 12) Accidents shall be reported to District Administration no later than the close of the following business day.
- 13) The organization will conclude its event and be out of the building by 10:30 p.m. unless approved otherwise.
- 14) When admission fees are charged, the District will not be liable for the payment of any taxes due on admission fees charged.
- 15) Each organization will provide its own equipment; no responsibility will be accepted by the school for loss or damage of such equipment.
- 16) The organization agrees not to make any alterations to school property or equipment.
- 17) Trampolines, inflatable "bounce houses" and/or slides, and any other similar type of temporary installation shall not be permitted on School District property without the specific approval from the Superintendent.
- 18) Fencing, shelters, sanitary facilities, cooking facilities (including barbeques or other sources of heat) and any other temporary structure or installation, shall not be used on School District property without prior permission.
- 19) There will be no barbeques or open fires on any school property for any reason without the specific approval of the Superintendent or his/her designee.
- 20) No smoke machines or pyrotechnics are permitted in the district buildings.
- 21) Exhibits, posters, or materials shall not be displayed on school property without prior approval of the Building Principal.
- 22) Masking tape, scotch tape & similar materials shall not be used to affix materials to any school equipment.
- 23) Putting up decorations, scenery or moving equipment is prohibited unless special permission is given by the Superintendent or his/her designee.
- 24) No substance (wax, paraffin, etc.) may be put upon the floors under any circumstances.

- 25) There shall be no gambling or use, possession, sale or distribution of alcohol or controlled substances on school premises at any time; no food or beverages of any kind are permitted in the auditorium or gymnasium.
- 26) There shall be no pets or animals permitted on school grounds or within school facilities at any time, without the written permission of the Superintendent or their designee.
- 27) Sneakers must be worn in the gymnasium for games or marching.
- 28) By New York State Law and Board of Education policy, there is no smoking in the district buildings or on school grounds.
- 29) In cases of duplicate requests by different organizations, every attempt will be made to accommodate both. In the event this cannot be done, the application received the earliest will be honored.
- 30) The number of people in attendance at indoor events shall not exceed the seating capacity of the facility.
- 31) This policy shall be so administered that no one organization monopolizes the use of facilities.
- 32) The Superintendent may, at any time, withdraw approval of an application to use district facilities.
- 33) In case of misuse of any facility, further use by that group or organization may be denied.
- 34) It is advised, the supervisor of the activity note the condition of the area to be used, prior to use. If damage exists, the supervisor should bring it to the attention of the assigned custodian before the program begins.
- 35) The Superintendent reserves the right to cancel this agreement if, in his/her opinion, the interests of the District dictate such action and it is apparent that the above rules and regulations are not being followed.
- 36) The applicant must notify the School District of its cancellation of any use for which a permit has been issued, in writing, at least three (3) business days in advance. Any actual costs incurred by the District due to cancellation on less than three (3) business days' notice will be invoiced to the applicant.
- 37) Use of district facilities will be permitted only in accordance with the terms of Education Law 414 and applicable Board of Education policies.
- 38) A condition for the use of Rocky Point UFSD facilities is that the approved entity will not discriminate against any individual on the matter of participating or seeking to participate in the activity for which the facility is to be utilized on the basis of race, color, religion, gender, national origin, age, sex, familial status, handicap, disability, veteran status, genetic predisposition or on any other basis protected by applicable federal or state law.

### **AED GUIDELINES**

The Rocky Point School District acknowledges the importance of automatic external defibrillation (AED) in the event of a sudden cardiac related arrest. Portable defibrillator units can be utilized by community members and staff (who have been trained and certified by a nationally recognized organization) in the event of a life-threatening cardiac emergency. You will have access and availability to District-owned AEDs. As such, we require each outside organization requesting building use to provide an AED trained individual to accompany their group and to maintain an AED Implementation Plan (pursuant to legislation S.7424/A.366A). An AED Implementation Plan details how AEDs will be made available or reasonably accessible at every camp, game or practice. The AED Implementation Plans will also detail how the camps and programs will ensure that, when practicable, at least one employee, volunteer, coach, umpire or other qualified adult has successfully completed a training course in the operation of an AED is present.

***I have read and understand the above “Guidelines for the Use of District Facilities by Community Groups” & “AED Guidelines” and have consented to its provision. I understand that violation of these guidelines by any member of the organization could result in the immediate revocation of the Use of Facilities permit.***

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**Applicant’s Printed Name**

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**Applicant’s Signature**

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**Applicant’s Address**

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**Telephone #**



# ROCKY POINT UNION FREE SCHOOL DISTRICT

## INSURANCE REQUIREMENTS

- 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 Rocky Point UFSD 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 Rocky Point UFSD 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 Rocky Point UFSD and may create significant vulnerability and costs for the District.
  - b. State that the organization's coverage shall be primary and non-contributory coverage for the Rocky Point UFSD, 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 Rocky Point UFSD(CG 20 26) or equivalent. The decision to accept an endorsement rests 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 Rocky Point UFSD 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)*
  - b. Damage to Property/General Use - \$1,000,000
  - c. Medical Payments to Others - \$50,000

## HOLD HARMLESS

FACILITY USER does covenant and agree to defend, indemnify and hold harmless the Rocky Point 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 Rocky Point UFSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of FACILITY USER. FACILITY USER understands and agrees that its use of Rocky Point 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"). 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.

***I have read and understand the above "Insurance Requirements & Hold Harmless Agreement" and have consented to its provision. I have included a copy of the required insurance. I understand that violation of these requirements could result in the immediate revocation of the Use of Facilities permit.***

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**Applicant's Printed Name**

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**Applicant's Signature**

---

**Applicant's Address**

---

**Telephone #**



# ROCKY POINT UNION FREE SCHOOL DISTRICT

## THIRD-PARTY USE OF FACILITIES AGREEMENT

*Form to be completed if event includes outside vendors who will be on District property.*

In connection with the attached Use of Facilities Request Form (“Application”) submitted by the undersigned Applicant, the Applicant has identified the party indicated below as a participating/sponsoring organization and/or a contractor/subcontractor for the proposed event or activity (“Third-Party”). The Rocky Point Union Free School District (“District”) requires all Third-Parties to sign and submit this Third-Party Fields/Facilities Use Agreement (“Third-Party Agreement”) in connection with the Application submitted by the Applicant. No use of District fields or facilities will be permitted in the absence of a signed and completed Third-Party Agreement. In connection with the foregoing, the following terms and conditions shall apply to the Third-Parties use of District fields and facilities:

- 1) All activities to be conducted by the Third-Party under the Application will be limited to the approved uses set forth in the Application and that all such activities shall be in compliance with the permissible uses of school property as set forth under Board policy.
- 2) Third-Party shall be responsible for the organization and operation of all activities conducted by it under the Application and shall provide adequate supervision of all participants and activities conducted on school grounds in connection with its Application.
- 3) Except as otherwise provided in the Application or under District policy & regulations, all costs and expenses related to the use of facilities shall be the sole responsibility of Third-Party.
- 4) While on school grounds, Third-Party and its employees, agents and/or assigns shall obey all District rules and regulations, including applicable restrictions on the use, distribution or display of commercial or promotional advertising or media, and must follow all directives of the District’s administrators and employees, and shall not deny to any person participation in the proposed event or activity on school property on the grounds of race, religion, ethnic origin, or sexual orientation.
- 5) **Third-Party agrees to release, indemnify, defend and hold harmless the District, its officers, agents and employees against any and all causes of actions, claims, liabilities, losses or damages (including costs and attorney’s fees) for bodily injury or property damage arising out of or in connection with the requested use of District Fields or Facilities, and agrees to reimburse the District for any damage to or loss of school property arising from the Third-Party Sponsor’s occupancy or use thereof.**
- 6) Third-Party shall not assign or otherwise transfer, delegate, or subcontract any of its rights or obligations hereunder. Third-Party and the Applicant shall remain jointly and severally liable for all obligations as set forth in the Application and in their respective Fields/Facilities Use Agreements.

### THIRD-PARTY

Vendor Name \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

### APPLICANT

Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_