

## Building Use Form

Building Requested: \_\_\_\_\_ Today's Date: \_\_\_\_\_  
 Reason for Use: \_\_\_\_\_ Room/Facility Requested: \_\_\_\_\_  
 Dates Needed: \_\_\_\_\_ Furniture/Equipment Needed: \_\_\_\_\_  
 Begin Time: \_\_\_\_\_ End Time: \_\_\_\_\_  
 Name of Organization: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Print Name of Designee \_\_\_\_\_ Phone# \_\_\_\_\_

Facility Use Requirements Can Be Found On The Reverse Side. *I have read the regulations and do hereby certify that I have been duly authorized by the above-named organization which I represent to enter into this agreement, and that the activity which the organization is sponsoring fully meets the conditions set for the herein and that we agree to observe all rules and procedures as stated.*

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

**Hold Harmless Agreement:** The above signed is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He / she agrees to be responsible to the District for the use and care of facilities. The Organization does covenant and agree to defend, indemnify and hold harmless the Willsboro Central School from and against any and all liability loss, damages, claims or actions (including costs an attorney's fees) for bodily injury and / or property damage, to the extent permissible by law, District from and against any and all liability, arising out of or in any way connected with the actual or proposed use of Willsboro Central School District property, facilities and / or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of the organization.

The organization understands and agrees that its use of Willsboro Central School District'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"). The organization agrees that its indemnity and insurance obligations extend to the areas identified in the application and or / permit and any and all incidental areas.

This contract is for building or field use only. Any special needs such as microphones, projectors, extra tables or chairs must be made prior to building use. Staff members are not permitted to supply special equipment or furniture without the permission of the Superintendent. Contracting organizations are responsible for keeping all participants in assigned areas. NO smoking, tobacco, or alcohol use is allowed in school buildings or anywhere on school grounds. The building will be closed immediately to those not following the requests of assigned school personnel.

Any complaints should be forwarded directly to the Superintendent.

**Please note:**

- Return used rooms or athletic venues in the same condition as received
- Turn off lights when exiting the buildings
- Place all garbage in a trash receptacle
- Promptly report any broken items or problems encountered

**Certificate of Insurance (if applicable):**

Yes  No

**AED Certified Responsible Person:**

\_\_\_\_\_

Is Cafeteria Staff Required? Yes  No

**Cafeteria Supervisor Signature:**

\_\_\_\_\_

### District Approval

Building and Grounds Approval: \_\_\_\_\_

Custodial Services Required: \_\_\_\_\_

On Duty Beginning: \_\_\_\_\_

Superintendent's Approval: \_\_\_\_\_

## **Facility Use Requirements**

The use of all District facilities shall be subject to the approval and rules of the Willsboro Central School District.

1. Organizations wishing to use District facilities shall first apply on the prescribed form. The Superintendent or designee has final authority on approval.
2. In the event of inclement weather, the Superintendent or designee has the final authority on whether facilities are usable.
3. Intoxicants shall not be brought onto District facilities at any time.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts, or illegal activities 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. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean up afterward.
8. Permits may be revoked at any time.
9. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
10. Smoking or other use of tobacco products is not allowed on District property.
11. Facilities are not available if in conflict with school use. No unauthorized vehicles are allowed on school property. No field or building alterations (lining of fields or gymnasiums, erecting permanent goalposts or structures, etc) are allowed without prior approval.
12. The District does not discriminate on the basis of race, color, national origin, religion, 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:**

- A. The user hereby agrees to name the District as an unrestricted additional insured on the user's policy.
- B. The policy naming the District as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" New York licensed insurer;
  - Contain a 30 day notice of cancellation;
  - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers;
  - Additional insured status shall be provided with ISO endorsement CG 20-26 or its equivalent.
- C. The user agrees to indemnify the District for any applicable deductibles and self-insured retentions.
- D. Required insurance:
  - Commercial General Liability Insurance - \$1,000,000 per occurrence / \$2,000,000 aggregate.
- E. 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 and additional insured endorsements, evidencing the above requirements have been met. The failure of the District to object to the contents of the certificate or the absence of 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 the 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 alarm, etc.
15. In the event of an accident, please notify the custodian on duty, or call the business office the next morning.