

Schodack Central School District
APPLICATION FOR USE OF BUILDINGS AND/OR GROUNDS

Request must be submitted 14 days before event

Event Title	Building Requested
Person Making Request	Name of Organization
Address	Telephone Numbers (Day and Evening)
Date(s) Requested	Start Time / End Time (include set up & clean up)
Approximate number of attendees	Person in Charge of Facility When In Use
Admission Charge? Yes or No	Any Profit-Making Activities? Describe
Area or Room requested:	

Brief description of activity:

Equipment/Support needed (i.e. AV equipment, sound system, podium, kitchen equipment, custodians):

I agree on behalf of the above indicated organization that all members and guests will observe the regulations and that we, individually, and as an organization, will assume full financial responsibility for any and all damages done to district property during the above indicated period of use. We also agree that our organization will, at all times, hereafter indemnify the district against any loss, damage or expense of any kind which the district may sustain or incur because of use of the above described building by our organization and will we will further hold the district harmless for loss of any kind on connection therewith.

Signature of Group Rep: _____ **Printed Name:** _____ **Date:** _____



Approval and Notification

Available: Yes No After Hours: Yes No School Sponsored: Yes No

If school function, list chaperones by name: _____

Custodian Needed: Yes No Staff Supervisor: _____

Equipment Needed:
AV _____ Sound _____ Kitchen _____

Other: _____

Approval is GRANTED for facilities requested on indicated dates: Yes No

Approval is DENIED because: _____

Approved by: _____ Date: _____

Building fees: _____ Custodial Fees: _____ Total: _____

A certificate of insurance with the district listed as "additional insured" is required by outside groups. User is responsible for all damage incurred. Area must be left clean. Certificate on file: **Y N** Date of certificate: _____

Route to (initial and forward): _____

Building Principal: _____ Senior Building Custodian _____ Buildings and Grounds: _____

Regulations for the Use of School Facilities

1. School building and play fields shall be used by non-school groups outside of school hours only with written permission of the Superintendent of Schools and/or the Board of Education. School clubs and organizations may use the school buildings and play fields with the written permission of the building principal.
2. No parts of the school shall be used except those specially requested and authorized, during the hours indicated. Changes in hours, dates, and facilities will be arranged in advance with the principal. Special set-up or clean-up arrangements are to be made with the building principal.
3. Adequate supervision and security personnel will be provided by the sponsoring organization as a condition for using the facility. A responsible adult with necessary assistance will be appointed to supervise the activity and maintain order. The building principal will be notified of the appointment in advance of the date, and the person so appointed will notify the custodian on duty of his arrival and departure from the activity.
4. The person or organization requesting use of the facilities will be held strictly responsible for the conduct of all people in attendance. The person supervising is responsible for keeping the attached "Guest After School Emergency Procedure Card" on their person and following it's instructions during times of emergency. An AED is available at the front entrance of each school building.
5. A certificate demonstrating that liability insurance is held by the sponsoring organization must be received by the Facilities Office prior to the use or event.
6. No smoking on campus.
7. Persons using or presumed to be under the influence of intoxicating drinks or illegal drugs will be excluded from the buildings and grounds, and loitering will not be tolerated. Assistance in the enforcement of this regulation should be obtained from law enforcement agencies when such assistance is warranted.
8. Vehicles will be parked in proper areas as provided, and due respect for shrubs and lawn will be insured by the sponsoring group.
9. Accidents resulting in injury to any person or damage to any property will be reported immediately to the custodian on duty and a written report of the accident will be filed on forms provided for the purpose. Damage to school property, buildings, and equipment will be repaired to the satisfaction of the building principal, or the cost of required repairs will be accepted as a charge and paid to the school business office.
10. When use of the school kitchen is required, the Food Service Supervisor or a member of the cafeteria staff selected by him/her, will be assigned to duty. (A service charge will be based on the hourly rate of the employee and paid by the organization or group using the kitchen.)
11. School equipment will be used only with approval or assistance of school personnel.
12. Decorations, displays, and non-school equipment must conform to fire code regulations and will not be used or installed without prior consent of the building principal.
13. Peanuts, popcorn, soda or other food or beverages shall not be sold or distributed or used in the auditorium, gymnasium, or halls during any entertainment. All refreshments must be consumed in the cafeteria unless specifically requested and approved to be otherwise.
14. If the gym or multi-purpose room is used for athletic activities, all players are to use gym shoes with rubber soles.
15. School facilities may be used on weekends and during vacation periods with prior approval, if adequate supervision is present and the costs for required custodial and/or cafeteria coverage while the facility is in use, or the cleaning necessary due to the use, is paid by the organization or group using the building.
16. On a day when school is closed due to weather or other emergency conditions, the use of school facilities is cancelled.

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Addendum regarding Insurance Requirements

All persons or organizations seeking to use District buildings, grounds, or facilities must submit proof of insurance to the District that meets the following minimum requirements with their application. Acceptable proof of insurance can be in the form of a copy of Policy of Insurance or a Certificate of Insurance issued by your insurance company to which is attached a copy of the applicable additional insured endorsement. The Policy and Certificate must list the District as an additional insured with respect to the Comprehensive General Liability Insurance and must be dated to coincide with the use of the facility.

Users of District buildings, grounds, or facilities shall purchase and maintain in full force and effect insurance policies with the limits of insurance set forth below. The insurance should be from an insurer that has an A.M. Best Rating of "A-" or better.

Comprehensive General Liability Insurance:	\$1,000,000/ per occurrence \$2,000,000 aggregate
Umbrella or Excess Liability:	\$1,000,000
Worker's Compensation (incl. Disability Benefits):	As prescribed by law
Automobile Liability:	\$500,000

The District is to be included as an additional insured on a primary, non-contributory basis. No insurance obtained shall exclude coverage for liability resulting from application of either section 240 or 241 of the New York State Labor Law. All policies and certificates of insurance shall expressly provide that the District must receive 30 days written notice in the event of a material alteration, cancellation or nonrenewal of coverage. All policies must include a waiver of subrogation in favor of the District.

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Addendum regarding Indemnification Requirements

All persons or organizations seeking to use District buildings, grounds, or facilities must fill out and sign the following indemnification agreement. In the case of an individual requesting use of a building, ground or facility, the agreement must be signed by the person seeking to use the building, ground or facility. In the case of an organization requesting use of a building, ground or facility, the agreement must be signed by a person who is able to bind the organization seeking to use the building, ground or facility.

IF YOU DO NOT UNDERSTAND THE TERMS OF THIS AGREEMENT OR ITS LEGAL EFFECT, YOU ARE STRONGLY ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING IT. PLEASE PROVIDE A COPY OF THIS AGREEMENT TO YOUR INSURANCE COMPANY

INDEMNIFICATION AGREEMENT (“Agreement”) dated as of the ____ day of _____, 20__ (the “Effective Date”) by and between _____ (“Applicant”) with a principal business address at _____ (applicant’s address) and the Schodack Central School District (the “District”).

In consideration of the District’s approval of the Applicant’s use of District building(s), grounds, or facility(ies), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant agrees to indemnify, defend, protect and hold harmless the District, its agents, employees, officers, students, invitees and volunteers (collectively, the “Indemnitees”) from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys’ fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the Indemnitees in connection with, arising out of, or resulting from Applicant’s use of the District building, grounds, or facilities, or any claim arising out of or in connection with Applicant’s use of the District building, grounds, or facilities, and/or any breach of any covenant, representation, warranty or agreement made by Applicant in connection with the Applicant’s use of the District building, grounds, or facilities.

In the event that any provision of this Agreement is held to be unenforceable or voidable by a court of competent jurisdiction, the enforceability of the remaining portions shall not be affected and, in lieu of such unenforceable or voidable provision, there shall be added automatically provisions as similar in terms as may be enforceable under applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

APPLICANT
Print Name:

SCHODACK CENTRAL SCHOOL DISTRICT
Superintendent of Schools