Levittown Union Free School District

APPLICATION FOR USE OF SCHOOL FACILITIES

SCHOOLDUDE ID#: _____

This application requires Board of Education approval. Applications must be submitted at least 30 days prior to the first day on which the school facilities will be used. **You must answer all questions on this form.**

Name of Applicant (Organization or Individual name): _____

Type of event, including all planned activities: _____

_____

Event Date(s): _____Event Time(s): from: _____ to: _____

Estimated # of persons participating/attending: _____ Estimated # of District Residents participating/attending: _____

Will you or others charge an admission fee or any other fee, charge or cost to participants, spectators or guests for your event or any of your planned activities? Yes _____ No _____

If yes, what is the purpose of the fee, charge or other cost? _____

If yes, to what entity(ies) will the fee, charge or other cost be donated or for what purposes will the fee, charge or other cost be used?*_____

**Where admission fees are charged, the proceeds must be used for an educational or charitable purpose.*

School Building/Facilities Requested: _____Facility Space Requested: _____

Will you utilize any vendors or subcontractors? Yes _____ No _____

Organization/Individual Address: _____

Telephone: _____ Email: _____

The undersigned confirms that he/she has read, understands and agrees that Applicant will comply with and be bound by all of the terms and conditions set forth on Exhibit 1 (attached), including the indemnification provision, and in Board of Education Policy #3280 and Regulation #3280.1. The undersigned agrees, on behalf of Applicant, that Applicant will comply with all of the terms and conditions set forth in this Application, including Exhibit 1, and in Board Policy #3280 and Regulation #3280R.1 and understands that failure to comply with these terms and conditions may result in the denial or revocation of Applicant's authorization to use the District's premises. If Applicant is not an individual, the undersigned confirms that he/she is authorized by Applicant to sign this Application on behalf of Applicant and to bind Applicant to the terms, conditions and promises in this Application.

_____ _____

Signature of Applicant (Individual or Organization's Representative) Date Submitted

_____ _____

Print Name of Applicant (Individual or Organization's Representative) Title of Organization's Representative

EXHIBIT 1 – TERMS AND CONDITIONS FOR THE USE OF SCHOOL FACILITIES

1. School Facilities: Wherever the term "school facilities" is used in these Terms and Conditions, the term "school facilities" includes, but is not limited to, all areas identified in the Application for Use of School Facilities and all sidewalks, walkways, parking lots, entrances, stairs and all other areas incidental to and/or connected with the use of the areas identified in the Application for Use of School Facilities.

2. Policies/Rules/Regulations/Laws: Applicant understands that this application for use of school facilities and Applicant's intended use of school facilities is subject to (1) the within Application and these terms and conditions; and (2) Board Policy #3280 (Use of School Facilities) and Regulation #3280.1 (available at http://www.levittownschools.com/boe/policies/). Applicant has read and agrees to comply with these terms and conditions, Board Policy #3280 and Regulation #3280.1 and will require its employees, vendors, contractors, subcontractors, participants, volunteers, members and guests to do the same (collectively, "the Attendees").

Applicant will observe and comply with all policies, rules (including, but not limited to, all posted rules related to preventing the spread of COVID-19), and regulations of the Levittown Union Free School District ("the District) (including, but not limited to, the District's Code of Conduct) and will require the Attendees to do the same. The District's policies and regulations are available at: http://www.levittownschools.com/boe/policies/.

The District is not responsible for the loss, damage or theft of Applicant's or the Attendees' personal property during the use of school facilities.

Applicant acknowledges and agrees that Applicant's use of school facilities requires strict compliance with all relevant federal, State and local laws, regulations, executive orders, guidance and guidelines with respect to preventing the spread of COVID-19. If Applicant is requesting to use school facilities for any sport or athletic activity, Applicant acknowledges and agrees that Applicant and the Attendees will comply with New York's Sports and Recreation Guidelines (https://forward.ny.gov/statewide-guidelines), New York's Interim COVID-19 Guidance for Sports and Recreation (https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf) and all other applicable federal, State and local laws, regulations, executive orders, guidance and guidelines.

Applicant agrees to review and consider the optional safety measures contained in the CDC's guidelines, "Considerations for Youth Sports" (https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html).

Applicant agrees that prior to the start of an event or any use of school facilities, an announcement will be made to Attendees regarding emergency evacuation procedures (*e.g.*, pointing out posted procedures, providing directions for exiting, or providing instructions regarding how to respond to alarms).

3. Defense and Indemnification: To the fullest extent permitted by law, Applicant indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of its Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes or causes of action of whatever nature arising, in whole or in part, out of or in connection with Applicant's actual use or proposed use of the school facilities including, but not limited to, the use of the school facilities by the Attendees. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from Applicant pursuant to the provisions of this paragraph, the District will promptly notify Applicant of the legal proceeding, claim or demand, and give Applicant an opportunity to defend and settle same without any cost to the District. The District will extend reasonable cooperation to Applicant in connection with the defense, which will be at the expense of Applicant. In the event that Applicant fails to defend the District within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and Applicant will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments). The failure of the

District to notify Applicant of a legal proceeding, claim or demand will not relieve Applicant of any obligation that Applicant has pursuant to this paragraph unless and only to the extent that the failure to notify Applicant materially prejudices Applicant. Applicant agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld). All of the provisions of this paragraph will survive the expiration or termination of the Applicant's use of the school facilities.

4. Insurance: Applicant will obtain, at Applicant's sole cost and expense, and keep in full force and effect during the time period that Applicant utilizes the school facilities the following insurance:

a. **Commercial General Liability Insurance**

$1,000,000 per Occurrence/ $2,000,000 Aggregate, with no exclusions for Athletic Participants
$2,000,000 Products and Completed Operations
$1,000,000 Personal and Advertising Injury
$100,000 Fire Damage
$10,000 Medical Expense

b. **Automobile Liability (when an organizations' 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 Board online.

d. **Umbrella/Excess Insurance**

General Use
$1 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages

Fun Days with Inflatables/Other Inflatable Use Events
$2 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages

Organized Athletic Leagues/Events
$3 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

Athletic/Recreational Camps
$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

Carnivals, Firework Displays or Other High Hazard Events
$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Applicant hereby agrees to effectuate the naming of the District as an additional insured on Applicant's insurance policies, except for workers' compensation and NYS disability insurance. Each policy naming the District as an additional insured must:

- Be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and
- State that Applicant's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers.
- Additional insured status for General Liability coverages shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

It is the intent of these Terms and Conditions that additional insured status will cover all school facilities. The District must be listed as an additional insured by using an endorsement providing additional insured coverage for accidents and claims arising out of Applicant's use of school facilities such as ISO endorsement CG 2026 or its 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. The certificate of insurance must describe the services provided by the Applicant that are covered by the liability policies. At the District's request, Applicant will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, Applicant will provide a copy of the policy endorsements and forms.

Applicant hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of Applicant, to the extent not covered by the applicable policy.

Applicant acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects Applicant to liability for damages, indemnification and all other legal remedies available to the District. Applicant must provide the District with proof satisfactory to the District that the above requirements have been met, at least, 10 days prior to the first day of the requested use of school facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the District.

Any vendors, contractors or subcontractors utilized by Applicant must comply with the above insurance requirements, including the requirement to provide the District with proof of insurance coverage naming the District as an additional insured, prior to the scheduled use of facilities.

The District is a member/owner of the New York State Schools Insurance Reciprocal ("NYSIR"). Applicant acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

5. Fees: Applicant will pay the District in accordance with the agreed upon fee schedule no later than 5 days prior to the first day of the requested use of school facilities.

6. Assumption of Risk. Applicant acknowledges that the proposed use of school facilities may expose Applicant and its owners, members, officers, employees, coaches, and/or agents to certain risks including the potential risk of transmission of COVID-19, which is extremely contagious and spreads easily through person-to-person contact. Applicant acknowledges that operating or participating in the proposed use of school facilities could increase the exposure and risk of contracting COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability and death to Applicant's owners, members, officers, employees, coaches, and agents, and to others. Applicant is voluntarily operating and participating in the proposed use of school facilities with knowledge of the risks, hazards, and other dangers involved and hereby accepts any and all risks of injury (including personal injury and death) to Applicant's owners, members, officers, employees, coaches, and agents arising out of or in any way connected with the proposed use of school facilities.

7. Modification/Termination: All permits to use school facilities are subject to modification or cancellation based upon school needs by the District at any time. All permits are subject to cancellation at any time for violation of law, District policies, rules or regulations or the Applicant's failure to provide the required insurance coverage.

8. Miscellaneous:

- No smoking or vaping is permitted in or on District property, including in or on school facilities.
- The District may request a list of the names of all anticipated participants as part of the application review process.
- The District may request a list of all vendors, contractors or any other outside entities that will be utilized by Applicant as part of the application review process.
- Applicant is responsible for supervision of all persons in attendance at the event.
- Only approved area(s) of District property as designated by the District may be used.
- Applicants must return the school facilities to the condition found upon arrival. Applicant will be responsible for any and all cleanup costs or repairs needed as a result of Applicant's use of the facilities.
- Computers and other equipment may not be used without permission of the building principal, Superintendent or Board of Education.
- Posted occupancy limits in areas of Public Assembly must be observed and maintained. Applicant is required to limit access to maintain occupancy requirements.
- Fire extinguisher Cabinets, Fire Alarm Pull Stations and Exit Paths must remain clear at all times. No open flames, no propane/gasoline stoves are allowed in buildings. The use of FOG MACHINES is prohibited at all times.
- No minor child is to be left unattended. An adult must remain on site until the last minor child is picked up.
- School building doors may not be propped open during events.
- Applicant must comply with directives from District staff.
- Organizations that use school facilities are encouraged to have CPR/AED responders on site when the school facilities are used. Public access to defibrillation cabinets are located in all buildings.
- Organizations or a representative that are using the fields must have current copy of the approved permit to present to district personnel and security.