

PUBLIC USE OF SCHOOL FACILITIES

ELMSFORD UFSD
FACILITIES USE
98 S. GOODWIN AVE
ELMSFORD, NY 10523

We have received your inquiry to use our facilities at the EUFSD. The following is the process to become an approved organization by the Board of Education:

1. Please enter the information on our website about your organization, specify if you are a non-for-profit group, which school you are interested in renting, along with date(s) and specify that you would like to be added as an approved organization to use our facilities.
2. Along with the letter, please attach a Certificate of Insurance (Liability) naming Elmsford UFSD, 98 S. Goodwin Ave, Elmsford, NY 10523, as an *additional insured* and the Facility Use Contract. Please refer to the attached insurance requirements.
3. Please email the above documents to rwilkins@eufsd.org.

Once the above information has been received, we will forward the information to the District Clerk to be added to the Agenda for Board approval. Please keep in mind that Board meetings are held only once per month. If the Board approves your application, you will be notified in writing.

If you have any questions, please feel free to contact our office or visit.

Thank you, Elmsford UFSD

Business Office
98 S. Goodwin Ave
Elmsford, NY 10523 914-
592-4544

FACILITY USE REQUIREMENTS

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION

ATTENTION: Robin Wilkins: rwilkins@eufsd.org

The use of all District facilities shall be subject to the approval and rules of the Board of Education administered by the Business Office or other Board designee.

1. Organizations wishing to use District facilities shall first apply to the Business Office. The Business Office or his/her designee has final authority on approval.
2. In the event of inclement weather, the Business Office (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, hate speech 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, ensure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities **MUST** clean-up afterwards.
8. Permits may be revoked at any time.
9. Any organization with youth under 18 years old, always requires the presence of adequate adult supervision.
10. In the event of an emergency please dial 911.
11. Smoking, use of tobacco products, E-cigarettes or other mind altering substances are not allowed on District property.
12. 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 goal posts or structures, etc.) are allowed without written prior approval.
13. YOUR FACILITY USE SCHEDULE IS NOT ACTIVATED UNTIL YOU RECEIVE AN EMAIL THAT YOUR REQUESTED SCHEDULE IS ACTIVATED - FAILURE TO COMPLY WILL RESULT IN REVOCATION OF YOUR PERMIT.
14. The District does not discriminate on the basis of race, color, national origin, physical impairment, gender, gender identity, or sexual orientation in its educational programs or employment services.
15. In accordance with the Board of Education, Public Use of District Facilities Policy #1500 and Facilities Use Exhibit Policy #1500-E.
16. 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 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 A- rated insurer or better licensed to conduct business in New York State. A New York State licensed and admitted insurer is strongly preferred.
 - State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES.
 - 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 or self-insured retentions.
 - D. Required Insurance:
 - 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
 - Automobile Liability (When an organization's vehicle is brought onsite)
 - \$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - 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.
 - Umbrella/Excess Insurance General Use
 - \$1 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages.
 - Organized Athletic Activities and Athletic/Recreational Camps
 - \$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages.
 - Carnivals and Firework Displays, etc.
 - \$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages.
 - 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 facility user is to provide the District with a certificate of insurance, evidencing the above requirements have been met before the event.
- 16. 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.
 - 17. In the event of an accident, please notify the custodian on duty, or call the business office the next morning.

SAMPLE INSURANCE REQUIREMENTS - USE OF FACILITIES (INCLUDING ORGANIZED ATHLETIC ACTIVITIES AND ATHLETIC & RECREATION CAMPS)

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 District/BOCES 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 District/BOCES 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 District/BOCES and may create significant vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and noncontributory coverage for the District/BOCES, 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 District/BOCES (CG 2026) 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.
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 District/BOCES for applicable deductibles and self-insured retentions.

- 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 organization'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 over the required Auto Liability and General Liability coverages.
Organized Athletic Activities and Athletic/Recreational Camps
\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a
follow-form basis over the required Auto Liability and General Liability coverages.
Carnivals and Firework Displays, etc.
\$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a
follow-form basis over the required Auto Liability and General Liability coverages.
6. The facility user acknowledges that failure to obtain such insurance on behalf of the
District/BOCES constitutes a material breach of contract. The facility user is to provide the
District/BOCES with a certificate of insurance, evidencing the above requirements have been
met, prior to the event.

Note to Subscribers Regarding Use of Facilities

Once again, to increase the likelihood of transferring the financial responsibility to adjust a loss from the subscriber to a facility user, we continue to recommend subscribers use the following language on all use of facilities forms or applications. Facilities users should be required to sign or agree to this language.

SAMPLE INDEMNIFICATION AGREEMENT

(NAME OF FACILITY USER) does covenant and agree to defend, indemnify and hold harmless the (NAME OF DISTRICT/BOCES) 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 (NAME OF DISTRICT/BOCES) property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of (FACILITY USER).

(FACILITY USER) understands and agrees that its use of (NAME OF DISTRICT's/BOCES) 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.

AGREEMENT FOR USE OF DISTRICT FACILITIES

Date: _____ Date(s) _____ School Year _____

Requested: _____

Location(s): _____

Room/s: _____

INFORMATION ABOUT GROUP

Name of Organization or Individual: _____

Supervisor in charge: _____

Email Address: _____ Day#: _____ Night#: _____

INFORMATION ABOUT INTENDED USE OF SCHOOL DISTRICT

Purpose of Use: _____

Total Participants Expected (APROX): _____ Adults _____ Children: _____

Is equipment required? MUST CHECK 1: Yes No Unknown

Residents (Number): _____ Non-Residents (Number): _____

Is an admission fee charged? Yes No

If so, what will proceeds be used for? _____

AGREEMENT

_____ does covenant and agree to defend, indemnify and hold harmless the (Elmsford 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 (Elmsford UFSD) property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of _____

_____ understands and agrees that its use of (Elmsford UFSD) 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").

_____ agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

Signature of Organization's Representative

Print Full Name

NAME AND ADDRESS OF SCHOOL DISTRICT FACILITY
USE REQUIREMENTS

The use of all District facilities shall be subject to the approval and rules of the Board of Education administered by the Building Principal or other Board designee.

In the event of inclement weather, the Principal (or designee) has the final authority on whether facilities are usable. Intoxicants shall not be brought onto District facilities at any time.

All posted rules must be adhered to.

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. Any damage to District facilities shall be promptly repaired at the user's expense. No Exceptions. If maintenance personnel are not available, ensure all doors are locked and lights are turned out when leaving.

Organizations using the facilities must clean-up afterwards. Permits may be revoked at any time.

Smoking, use of tobacco products or E-cigarettes is not allowed on District property. 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 goal posts or structures, etc.) are allowed without written prior approval. The District does not discriminate on the basis of race, color, national origin, physical impairment, gender, gender identity, or sexual orientation in its educational programs or employment services.

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 additional insured on the user's policy.

The policy naming the District as an additional insured shall:

Be an insurance policy from an A.M. Best A- rated insurer or better licensed to conduct business in New York State. A New York State licensed and admitted insurer is strongly preferred.

State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in favor of the District/BOCES.

Additional insured status shall be provided with ISO endorsement CG 20 26 or its equivalent.

The user agrees to indemnify the District for any applicable deductibles or self-insured retentions.

Required Insurance:

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

Automobile Liability (When an organization's vehicle is brought onsite)

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

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. Umbrella/Excess Insurance

General Use

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

Organized Athletic Activities and Athletic/Recreational Camps

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages

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 facility user is to provide the District with a certificate of insurance, evidencing the above requirements have been met before the event.

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.

In the event of an accident, please notify the custodian on duty, or call the business office the next morning.

The following Regulations are based upon Board of Education ("Board") Approved Policy "Public Use of District Facilities #1500 (the "Usage Policy").

1) USER GROUP APPLICATION AND APPROVAL

- a) Prior to any use of District facilities, new facility use applicants must be approved by the Board, Superintendent and/or designee following the completion of the District's User Group Approval Form ("Approval Form").
 - i) The Approval Form must be submitted to the Business Office at least two weeks prior to the next regularly scheduled Board meeting.
 - ii) If approved by the Board, the applicant will complete the online Approval Form for group information, billing, and insurance information.
 - iii) Once approved, the applicant will be allowed to make reservations online.
 - iv) Community Organizations under Category C are for groups comprised of at least 60% Village of Elmsford residents. Rosters would need to be provided to the Business Office annually containing the names and zip codes of the current participants. Rosters need to be submitted at least thirty (30) days before the first approved event date.
 - v) Not-for-Profits organizations must submit their IRS Certificate 501(c)(3) and provide page 1 and 2 of their 990 form to the Business Office on an annual basis.

2) FIELD AND FACILITY RESERVATIONS

Requests by approved outside organizations for the use of any portion of a District facility shall be submitted to the Business Office at least four weeks prior to the date of the event, wherever possible, with the understanding that the approval process may take one or more weeks.

- a) All requests shall be submitted electronically. The website is <https://docs.google.com/forms/d/e/1FAIpQLSfUIXmGs6UDuaiufMcmGZSxxnDTwy4k-1Cc1NIAU3Xc8PUHDA/viewform> (See Attached instruction Sheet)
- b) After approval by a school representative of the District facility in question, the Athletic Department and the Business Office, an email will be sent to the applicant indicating the District's approval or denial. If approved, an email will also be sent with an estimate of any fees that may be applicable to the use set forth in the application. The Business Office and Athletic Department will agree on a set of dates and times during which specified athletic facilities shall be blocked out for District activities. No user permits for such blocked facilities/periods shall be granted without the express permission of the Athletic Director or his/her designee. Permit issuance is conditioned on user agreeing in a signed writing to payment of any required fees, which may equal, exceed or be less than the estimate.
- c) No permits will be granted for the use of District facilities without proper, up-to-date Insurance Certificates and current school year Facility Use Contract.
- d) Fees will be assessed and invoiced to the permit holder for review and payment if required. (See Fee Schedule)
- e) New users, those users who are frequently delinquent in paying their bills and those users for which the estimated fees exceed \$2,000.00 will be required to pay 50% of the permit fee upon permit approval and receipt of the estimated invoice. The remaining balance must be paid within 30 days of the permit holder's receipt of the final invoice at the end of the event.
- f) Permits are not transferable, nor can they be reassigned to a third party without written consent from the Business Office.
- g) Indoor/Outdoor athletic facilities will be made available during school days only upon completion of

District activities, as determined by the District. No permit holder will interfere with any school sport or activity that continues beyond the scheduled District use.

- h) Athletic Facilities/Field Use Group Permits: Applications for the use of athletic facilities, gyms & fields will be accepted on a seasonal basis and prioritized as set forth in Appendix A.

The District will determine priority in accordance with the Facilities Use Regulations, the District's "Public Use of District Facilities 1330" Policy and the availability of facilities.

3) CANCELLATION OF PERMITS

- a) Cancellation of permits or events approved on a permit must be made at least five (5) days prior to that date of the event wherever possible. The District acknowledges that five (5) days notification may not be possible when weather-related issues are the cause for cancellations. Weather-related cancellations must be made within three (3) days after the scheduled event.
- b) Fees for usage will be refunded or credited to the permit holder within 30 days.
- c) Failure to notify the Business Office of a cancellation prior to the event will result in the permit holder being responsible for all applicable rental and custodial fees.

4) USE OF FACILITIES BY DISTRICT EMPLOYEES

- a) District employees using the facilities for other than school activities must follow the above procedure to become an approved organization (see Section 1).
- b) District employees using the facilities for other than school activities must have an approved permit and will be charged applicable fees.
- c) District employees conducting school camps out of sports season must have approval from the Athletic Director and must follow New York State Public High School Athletic Association Regulations and Standards.

5) USER RESPONSIBILITIES

- a) No group, organization, company, or individual shall use the District's facilities without prior approval and a proper use permit. During use, permit holders must keep a physical copy of the permit with them for verification.
- b) In the event of damage or loss of property traceable to activities conducted under a permit, the group, organization, company or individual to whom the permit is granted shall be required to pay in full the amount of such damage or loss or both. Adults are to supervise and be responsible for safe and proper behavior of participants.
- c) It is understood and agreed that the applicant assumes responsibility for the preservation of order and enforcement of the following regulations governing conduct:
 - i) the activity will be orderly and well-governed, and the facility will be left in the same condition it is found;
 - ii) appropriate and ample security will be provided sufficient to protect persons and property;
 - iii) no illegal or discriminatory (as defined herein) acts or actions will be permitted;
 - iv) no smoking, drinking of intoxicants, or using of any mind-altering substance(s) will be permitted in any District facility or property;
 - v) no part of the District facility, except the lobby, corridors, rest rooms, and the space requested in the permit will be entered or used;
 - vi) the times indicated on the permit shall govern the permitted hours of usage. In all cases, the District facilities must be vacated before 7:30 PM unless an extension of time is granted by special permission of the Business Office; Custodial Charges may occur beyond 7:30PM to allow staffs time to clean the facility;
 - vii) the permit holder will act in all respects to protect the safety and security of the pupils and

employees of the District and to protect the District's facilities;

- viii) the District maintains a smoke-free environment. No person shall smoke or carry a lighted cigar, cigarette, pipe or any other form of smoking object or device in any District facility or on District property at any time; and
 - ix) all permit holders will follow the Village of Elmsford' noise ordinance (85 decibels) and will limit the use of the Public Address system to after 9:00 AM (Mon-Sat) and 12:00 PM on Sundays.
- d) The number of persons in attendance at indoor events shall not exceed the occupancy capacity of the applicable room or space. The permit holder shall comply with all applicable school, local fire, police, and safety regulations, or ordinances.
 - e) Events with an attendance of more than one hundred (>100) people will require a security and/or traffic control person.
 - f) No animals, domestic or otherwise, except for seeing-eye and service dogs, are permitted on District facilities and/or District property. Permits requesting use with animals will not be approved. The exceptions to the preceding will be those animals, which are classroom pets, which are used in science experiments, which perform a security or safety function and/or which are part of any cultural arts programs provided for the pupils. In the case of all exceptions, the principal of the school must provide advance approval and secure assurance from the applicant that the presence of the animals will not do harm or damage to the District facilities.
 - g) If the permit user plans to sell or distribute products at the event or allow a vendor/vendors to sell products and/or services at the event, the school system must be notified in advance and grant approval to do so. A vendor fee will be applied in accordance with the fee schedule. Vendors must be named in the permit application. Vendors must be listed as additionally insured on the permit holder's certificate of insurance and a hold harmless agreement must be in place.
 - h) Permit holders must cancel space that they will not be using to allow the opportunity for other users. Any group found signing up for facilities but not using them and not canceling the permit will be given one written warning. A second instance of not using areas and not canceling the permit may result in suspension of active and/or submitted permits.
 - i) All users of District facilities both inside and outside of such facilities shall address all potential fire/emergency concerns, as follows:
 - i) Open flames, including burning candles, are not permitted in any District facility.
 - ii) Permit holders for the use of any District facility must make sure that all participants—including supervisory personnel, audiences, and all others in attendance are cognizant of proper evacuation procedures and are aware of the multiple exits from the space being used. Fire evacuation signs are posted throughout the District's facilities. Permit holders must ensure that all fire evacuation signs are read, understood, and followed by all participants/attendees.
 - iii) Drivers attending any events at a District facility—or dropping off or picking up individuals from a District facility—must NOT park in a fire safety zone. The permit user must remind all drivers of this law for the common safety of all. Those individuals failing to follow this law may be subject to a parking ticket and/or the towing of their vehicle at the owner's expense.
 - iv) If a fire alarm sounds or if someone calls the fire department to report a gas odor or other potentially dangerous situation, all persons in the building must immediately exit the building and remain outside the building until the fire department official on the scene permits the building to be reoccupied.
 - v) All District buildings are equipped with automated external defibrillators (AEDs). The permit holder will be provided with a map showing the location of the AED(s) "INSIDE" the building(s) to which the use permit applies. AEDs will not be available to permit holders utilizing District fields.
 - vi) Individuals using the AEDs should have received both CPR and AED training in advance. Organizations are urged to have members of their group so trained.

- vii) If a member of an organization, or an individual participating in or attending an organization's program, uses an AED, the organization alone assumes any resulting liability and agrees to hold the District harmless from any such usage.
- viii) All who supervise a permit holder's program(s) must be cognizant and consequently responsible for the instruction of participants, audiences, and others in attendance of evacuation procedures and exits. At the beginning of a permit holder's program the audience and/or the participants must be informed of these procedures.
- ix) If the permit holder has any questions on emergency procedures or contacts, please immediately contact the principal of the building to which the use permit applies and/or the Business Office.
- x) In the case of after-school programs, events or performances (hereinafter "programs") which are conducted within a District building, and which include persons who do not regularly attend classes in such District building, the principal or other person in charge of the building shall require the teacher or person in charge of such programs, to notify persons in attendance at the beginning of the procedures to be followed in the event of an emergency so that they may be able to leave the building in a timely, orderly manner. In addition, per Section 807 of the Education Law, as amended, all those who use the District's facilities must be instructed in, and become most familiar with, the fire evacuation procedures.
- xi) Permit holders must arrange and pay for any special supervision required (i.e., police protection, parking supervision, etc.)
- xii) Signs, emblems, banners, pennants, etc. may not be affixed to any building surfaces, steps, walls, or light fixtures. Signs, emblems, banners, pennants, etc. that are self-standing may be put into place one (1) hour before the scheduled start of the program and must be removed at the conclusion of the program. A copy of any sign, emblem, banner, pennant, etc. to be used shall be included in the permit application form.

6) SERVING FOOD

- a) No food and/or drinks(except water bottles) are allowed in the following areas of any District facility:
 - i) Auditorium
 - ii) Classrooms
 - iii) Library
 - iv) Gyms
- b) Food and/or drinks are allowed in the following designated areas: the corridor, lobby areas, cafeteria, and conference rooms. Permit holders should see the head custodian for setup.
- c) Permit holders serving refreshments are responsible for cleaning up the areas when the event is over.
- d) Permit holders must have and organize ushers to be stationed at each entrance to the auditorium and gym to actively prevent individuals from entering with food and/or beverages, except water bottles.
- e) Requests to serve food must be submitted by the applicants in the original user permit request.

7) PARKING

- a) Programs may utilize District parking facilities without charge for District building and field use.
- b) Use of parking facilities for other than parking requires a permit and any associated fees.
- c) Participants/attendants must park in designated parking spaces only and must obey Fire Lanes and restricted parking areas. Parking on lawns and/or fields is strictly prohibited.

8) CANCELLATIONS/INCLEMENT WEATHER

- a) The regular school activities and organizations of the school ("School Purposes") shall have first preference in the use of any District facility or part thereof. Such a preference shall not, however,

override the use of a facility, or part thereof, when such use is already the subject of a prior reservation and a permit issued hereunder, unless an unforeseen conflict arises necessitating use of the facility for School Purposes. Even in such a case, the previously issued permit holder will be notified immediately by email notification of the cancellation and the District will help make other accommodations at another District location or on another date.

- b) While the District will not permit or deny use based solely upon the view point of an organization requesting use, it does retain absolute discretion to deny a permit application in the best interests of the District, even if the requested usage is not prohibited by law.
- c) Except as provided in Regulation 2, the Athletic Director and/or designee will review and approve all permit requests for the use of athletic space (i.e., fields and/or gyms) to avoid conflicts of schedule.
- d) In the event of inclement weather, the Superintendent and/or his/her designee has the final authority on whether athletic fields throughout the District are usable. Should the Superintendent close the District's fields, unauthorized field use shall result in automatic cancellation of any permit(s).
- e) When the District is closed for after-school, evening, or weekend activities due to inclement weather, all permits issued for use of District facilities on the same day are also canceled. Only the Superintendent and/or his/her designee may issue a waiver to this automatic cancellation. The permit holder is responsible for determining whether the District is closed on inclement weather days.

9) INSURANCE REQUIREMENTS

- a) 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.
- b) The user hereby agrees to name the District as an unrestricted additional insured on the permit holder's policy; it must be as follows, "ELMSFORD UFSD".
- c) The policy naming the District as an additional insured:
 - i) shall be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - ii) shall contain a 30 day notice of cancellation;
 - iii) shall state that the organization's coverage shall be primary coverage for the School District, its employees and volunteers;
 - iv) shall provide additional insured status with ISO endorsement CG 2026 or its equivalent; and
- d) The permit holder agrees to indemnify the School District for any applicable deductibles.
- e) Required Insurance:
 - i) 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
 - ii) Automobile Liability (When an organization's vehicle is brought onsite)
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - iii) 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.
 - iv) Umbrella/Excess Insurance
General Use

\$1 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages. Organized Athletic Activities and Athletic/Recreational Camps

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages. Carnivals and Firework Displays, etc.

\$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required Auto Liability and General Liability coverages.

- v) The facility user acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract. The facility user is to provide the District/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the event.
- f) The permit holder 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 permit holder is to provide the District with a certificate of insurance, evidencing the above requirements have been met. The failure of the District to object to the contents of the certificate shall not be deemed a waiver of any and all rights held by the District.
- g) The District is a member/owner of the NY Schools Insurance Reciprocal ("NYSIR"). The permit holder 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.
- h) Any athletic related activities will state on the permit holder's insurance certificate: "Claims from participants are covered."
- i) The permit holder shall hold the District harmless and shall indemnify the District should the activity result in any legal actions or proceedings or damage claims against the District. This hold harmless and indemnifications agreement shall cover any damage awards or judgments against the District as well as the expense of defending against any such action, proceeding, or claim. The permit holder shall fully cooperate with the District and provide all information at its disposal in the event of such action, proceeding, or claim.

10) EQUIPMENT

- a) The use of District equipment is prohibited unless there is a written request and approval from the District. Such requests must be included in the permit application.
- b) Special permission must be obtained to decorate, to install scenery and/or to move or tune pianos or organs in the auditorium or any other special rooms.
- c) If kitchen facilities and equipment are requested, approval must be obtained by the Director of Food Services. A member of the food services staff must be assigned to oversee the activities of the kitchen. The permit holder will be billed for the use of food services staff assigned.
- d) It is understood that when a permit holder provides its own stage equipment and/or accessories, it shall not interfere with school activities. In the event the auditorium is used for two consecutive evenings, such property may, with special permission, be properly stored as designated by the facility's designated person.
- e) Use of equipment in auditoriums, music rooms, special equipment, e.g., stage lighting, sound systems, etc., shall be subject to approval by appropriate District personnel who regularly are responsible for this special equipment. The District will assign a stage manager for the use of the auditorium equipment and the permit holder will be subject to additional fees for said assignment.
- f) No computer equipment may be utilized unless permission is expressly allowed in writing in advance.

11) FEES - PAYMENTS

- a) Permit holders shall pay the Facility Use Fee calculated in accordance with the attached schedule, which shall be reviewed annually and updated to reflect current costs. Failure to make payment in a timely

manner will invalidate the permit and prohibit the permit holder from the use of District facilities for future events. All payments must be paid by check or money order payable to Elmsford UFSD.

- b) A deposit shall be paid (if and as required under Section 2(e) of 50% of the estimated fees, prior to the issuance of permit.
- c) The remaining balance will be due within 30 days of receipt of the final invoice, which shall include any additional fees so invoiced. Failure to pay in a timely manner will result in future permits being canceled.
- d) School Sponsored Groups (Category A&B, see Policy) – PTA’s, clubs, and other organizations that exist for fund-raising purposes supporting the school or are otherwise directly connected with the District shall not be charged a facility use fee.

However, custodial fees will be charged. Fee schedule (Appendix B) is based on the Categories described in the Public Use of District Facilities Policy.

- e) Facility Use Fees are based on a per hour rate except where noted. Necessary custodial, grounds, cafeteria, and technology help is not included in these fees. Equipment rentals are extra.
- f) Fees may be offset by in-kind donations/services to Elmsford School District resident students. Those groups that have 100% resident participation will be allowed to apply the offset for resident students not to exceed a maximum of 50% of the rental due. For those programs that have less than 100% resident student participation, the offset will be applied not to exceed 25%. The attached form E-1 must be sent to the Business Office and the fees will be adjusted accordingly upon approval. – not to exceed 50% of the total rental due. The attached form E-1 must be sent to the Business Office and the fees will be adjusted accordingly.

12) Comments/Additional Fees

- a) Custodial Service Fee will be charged for large events which require a deviation of an hour or more from a custodial worker’s regular work schedule and wherever overtime costs are incurred.
- b) Custodial Service Fee – \$85.00/hour/per person, Saturdays till 6 PM
- c) Custodial Service Fee - \$100.00/hour/per person, Saturdays after 6 PM, Sundays, & Holidays

Additional Fees:

- d) Preparing of Field for Game (if needed), Baseball/Soccer - \$40.00; Football -\$65.00
- e) Stage sound equipment and lighting manager \$155.00 for 1st 2 hrs.; \$100/hour for each additional hour.
- f) Piano use fee \$30.00/hour
- g) Tables - \$5.00 each (limited number per event)
- h) Chairs - \$2.00 each (limited number per event)
- i) Security person - \$60.00/hour (needed for all games)
- j) Grounds Worker - \$100.00/hour

APPENDIX A

<u>Group</u>	<u>Group</u>	<u>Season</u>	<u>Application Period; Approval Period</u>	<u>Events During</u>
School, Athletics & School Sponsored groups*	A & B (1)	Fall	June 1 – June 30; July 1 – July 10	August 16 – Nov 30
Village & Educational Groups**	B(2) & C(1)	Fall	June 15 – June 30; July 1 – July 15	August 16 – Nov 30
Youth Sports	C(2)	Fall	July 1 – July 20; July 21 – July 31	August 16 – Nov 30
Community & Adults, Other Groups	C(3) & C(4)	Fall	July 21 – August 5; August 6 – August 15	August 16 – Nov 30
School, Athletics & School Sponsored groups*	A & B (1)	Winter	September 1 – September 30; October 1– October 15	December 1 – March 31
Village & Educational Groups**	B(2) & C(1)	Winter	October 1 – October 15; October 16 – October 25	December 1 – March 31
Youth Sports	C(2)	Winter	October 16 – October 31; November 1 – November 10	December 1 – March 31
Community & Adults, Other Groups	C(3) & C(4)	Winter	November 1 – November 15; November 16 – November 30	December 1 – March 31
School, Athletics & School Sponsored groups*	A & B (1)	Spring	January 1 – January 31; February 1 – February 10	April 1 – June 30
Village & Educational Groups**	B(2) & C(1)	Spring	January 15 – January 31; February 1 – February 15	April 1 – June 30
Youth Sports	C (2)	Spring	February 1 - February 20; February 21 – March 5	April 1 – June 30
Community & Adults, Other Groups	C(3) & C(4)	Spring	February 21 – March 10; March 11 – March 25	April 1 – June 30
School, Athletics & School Sponsored groups*	A & B(1)	Summer	April 1 – April 30; May 1 – May 10	July 1 - August 15
Village & Educational Groups**	B(2) & C(1)	Summer	April 15 – April 30; May 1 – May 15	July 1 - August 15
Youth Sports	C (2)	Summer	May 1 – May 20; May 21 – June 5	July 1 - August 15
Community & Adults, Other Groups	C(3) & C(4)	Summer	May 21– June 10; June 11 – June 20	July 1 - August 15

School, Athletics & School Sponsored groups*	A & B(1)	Fall	June 1 – June 30; July 1 – July 10	August 16 – Nov 30
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*As stated in Section 2(c), the Athletic Department, with the agreement of the Business Office, may block out a set of dates and times during which specified athletic facilities shall be blocked out for District activities. They may do so for one season or more (up to one school year).

**The Village of Elmsford Recreation & Parks Department may need more flexibility to schedule their extended seasons. They may do so provided that they submit their schedule requests (a) by June 30 for the period from September through March and (b) by January 31 for the period from April through August.

APPENDIX B

Location/ Room	Group(A)	Group(B)	Group(C)	Comments/ Notes Additional Fees
Classroom Single	N/C	N/C	\$25	a, b,
Auditorium Secondary	N/C	N/C	\$75/hr	a, b, g, k
Cafeteria Elementary	N/C	N/C	\$50	a, b,
Cafeteria Secondary	N/C	N/C	\$80	a, b,
Large Gym Secondary	N/C	N/C	\$50/hr	a, b, k
Small Gym Elementary	N/C	N/C	\$25/hr	a, b,
Lower Field	N/C	N/C	\$100/hr	e, j, l
Upper Field	N/C	N/C	\$65/hr	e, k, l
Parking Lot	N/C	N/C	TBD	a, b, k, l

I. INTRODUCTION

- a. Whereas, the Board of Education recognizes the use of the District's facilities for the development and enrichment of its students and the Elmsford community, and further recognizes:
 - i. That the primary purpose of the use of District facilities is to implement the regular school instruction and sports program;
 - ii. That District facilities may be made available to the community when not in use for school activities;
 - iii. That New York State Education Law, Section 414, permits use of school facilities for meetings, entertainment, and occasions where admission fees are charged when the proceeds are to be expended for an educational or charitable purpose; but such use shall not be permitted if such meetings, entertainments and occasions are under the exclusive control, and the said proceeds are to be applied for the benefit of a society, association or organization of a religious sect or denomination, or of a fraternal, secret or exclusive society or organization other than organizations of veterans of the military, naval and marine service of the United States and organizations of volunteer firefighters or volunteer ambulance workers;
 - iv. That there are costs involved in the use of facilities and that charges should be assessed so that tax money will not be used in support of a non-instructional or other non-District related purposes;
 - v. That the procedures and Regulations for Use of District Facilities are intended to promote effective, consistent, and fair use and enjoyment of District facilities consistent with the need to establish priorities that recognize the educational purpose of these facilities as well as the need to limit access to facilities for the purpose of required maintenance. These procedures apply to all buildings, fields and other facilities owned and/or operated by the District.

II. GENERAL TERMS AND CONDITIONS OF DISTRICT FACILITIES USE

- a. The District may make its facilities available to the community for use by responsible organizations or groups of citizens when there are no school activities. (Under no circumstances may a permit holder interfere with any District activities that may still be going on past its scheduled time.) District activities, even if running past their scheduled completion, shall take precedence over non-school related facility use.
- b. Such permission and use shall not constitute an endorsement by the District of any organization or group nor of the program, philosophies, goals or beliefs of any such organizations or groups or the expression of opinion regarding the nomination, retention, election, or defeat of any candidate nor the expression of any opinion as to the passage or defeat of any issue.
- c. No organization, group, or individuals shall use District facilities without District approval, valid insurance and a valid District Use Permit.
- d. Facility use is contingent on the user group and participants adhering to the District's Code of Conduct as well as its policies, procedures, and regulations governing facilities use.
- e. The Board of Education and/or its designee reserves the right to deny approval or to cancel any

permits issued for use of District facilities when it is deemed that such action is necessary for the best interests of the District.

- f. Coordination of community use of District Facilities is necessary to ensure that the academic needs of the individual schools are met while still providing opportunities for the community to use available District facilities.
- g. To the extent users are interacting with the District students, criminal and other background information pertaining to those users may be required pursuant to applicable regulations and/or procedures established by the Superintendent and/or his designee.
- h. Regular school activities and District organizations (“School Purposes”) shall have first preference in the use of any facility or part thereof. Such a preference shall not, however, override the use of a facility, or part thereof, when such use is already the subject of a prior reservation and a permit issued hereunder, unless an unforeseen conflict arises necessitating use of the facility for School Purposes. Even in such a case, the District will make every effort to provide reasonable advance notice to the permit holder.

III. FACILITIES USE CATEGORIES

- a. The following facility user categories are identified for the purpose of determining priorities and rental rates, as set forth in the Facilities Use Regulations promulgated under this policy (the “Facilities Use Regulations”).
- b. Priorities will be determined based upon the order of the below Categories as well as the order of the descriptions of the entities/groups/organizations within each Category. Appropriate costs will be charged as prescribed in the Facilities Use Regulations. These costs may include: an application fee, a facility rental fee covering the cost of maintaining the applicable facilities (e.g., heat, electricity, custodian/maintenance costs, etc.) and repair of any damage incurred by the District.

Category A: Regular District Instructional Programs

All instructional programs and associated programs, including, but not limited to, regular classroom instruction, clubs, music groups, intramural and interscholastic sports.

Category B (1): District Affiliated Groups

All District affiliated groups, including, but not limited to, Parent Teacher Association (“PTA”) type groups, foundations and school booster clubs.

B (2): Village of Elmsford Government

All programs which the Village of Elmsford actively sponsors and subsidizes, and which benefit by direct or indirect budget support from the Village. The staff whom supervises these programs are Village employees.

Category C (1): Not-for-Profit Education Groups not Conducted by the District

Programs and activities that support children, adult, and continuing education programs, including, but not limited to, regular classroom instructional programs, driver education, college credit courses, physical education, and swimming instruction.

C (2) Community Youth Organizations

Programs run by not-for-profit youth organizations including, but not limited to, community youth sports groups, boy and girl scouts, and similar organizations. These groups must have a minimum of eighty percent (80%) participation by Elmsford residents as set forth in the Facility Use Regulations.

C (3) Community Adult Organizations

Programs run by not-for-profit adult community groups, neighborhood associations, etc., such as Family Services of Westchester. These groups must have a minimum of eighty percent (80%) participation by Elmsford residents as set forth in the Facility Use Regulations. Priority is given to Elmsford Community Youth Organizations over Community Adult Organizations.

C (4) All Other Not-For-Profit Groups

Programs run by all other not-for-profit groups not belonging in one of the previous categories. Groups in the previous categories will be given a higher priority for approval than groups in this category.

IV. NOISE ORDINANCE

- a. All District facilities shall abide by the Village of Elmsford noise ordinance. The public address systems at any sports field may not be activated before 9:00AM on weekdays and Saturdays or 12:00PM on Sundays. All sound equipment must be turned off by 10:00PM. The amplification levels of the public address system may not exceed Village of Elmsford Code levels (85 decibels). Citations will be issued to permit holders by the Village of Elmsford when codes are violated. Should security personnel be required to enforce any regulations of the permit, security cost will be billed to the permit holder.

V. PAYMENT OF FEES

- a. Approved groups who use District facilities will pay the applicable fee as set forth on the fee table included in the Facilities Use Regulations. The fee shall be paid by check or money order, payable to EUFSD. Failure to make prompt payment will invalidate the current use permit and prohibit further use of District facilities. Cash payments will not be accepted.
- b. Following timely receipt of the initial deposit payment (pre-event), if required under the Facilities Use Regulations, a facility use permit (approved) will be issued electronically to the applicant by the Facilities & Operations Office. The facility's user will receive an electronic notification of permit approval. The permit holder must have a hard copy of the permit with them during the use of the facility.
- c. Facility use fees are established annually by the Board of Education as part of the Reorganization Meeting and shall be set forth in the Facility Use Regulations. Administration of fees are determined by the Business Office.

- d. The District is prohibited from making gift or loans of public monies and resources under the State Constitution and shall not waive or reduce facility use fees to any organization except as provided in the Facilities Use Regulations.

VI. CANCELLATION BY THE DISTRICT

- a. The District reserves the right, in its sole discretion, to cancel an approved facility use should the space be needed for District or District-related activities. This right will be used only when deemed necessary by the District as a result of unavoidable circumstances. If the District cancels the approved use of a facility due to a conflict, the Business Office will try to arrange an alternative site. When District facilities are closed due to an emergency, inclement weather, or any other event which is beyond the control of the District, community use of District facilities will also be canceled.

VII. PAYMENT FOR DAMAGES TO FACILITIES

- a. The District expects to provide users with safe and well-maintained facilities. The facilities should be inspected at the time of initial use. Any defects and/or damages to the facilities, including District fields, should be reported immediately to District personnel. Any damage to the facilities caused by the permit holder will be billed to the permit holder. The permit holder will be billed for any damage resulting from improper or careless use of the District facilities and shall make payment within 30 days of receipt of the bill. Future use of any District facilities will be barred until such bills have been paid in full.

VIII. INSURANCE

- a. Applicants/permit holders will provide their own General Liability Insurance, listing the District as an additional insured for \$1,000,000.00 per occurrence, and \$2,000,000.00 on an aggregate basis. Such insurance shall be in accordance with the Facilities Use Regulations. Proof of insurance must be submitted to the Director of School Facilities & Operations at the time of permit processing.

IX. MUNICIPAL PERMITS

- a. All applicants/permit holders will be responsible for researching and attaining all necessary permits required by law from the Village of Elmsford and/or the County of Westchester.

X. INAPPROPRIATE USE OF FACILITIES

- a. Use, in the judgment of the District's Board of Education and/or its designee, which is unsuitable at a District facility, shall be grounds for immediate termination of a permit holder's use permit. Such uses include, but are not limited to, the following:
 - i. Gambling, including, but not limited to, games of chance
 - ii. Activities which are disorderly and/or unlawful
 - iii. Activities which are restricted by reason of sex, race, marital status, color, religion, national origin, disability or sexual orientation, and/or
 - iv. Consumption of alcoholic beverages or smoking of any kind

XI. USE OF DISTRICT FACILITIES BY DISTRICT EMPLOYEES

- a. District employees using District facilities for other than school activities must follow this policy and the Facilities Use Procedures in order to obtain an approved use permit.

XII. RELIGIOUS GROUPS/ORGANIZATIONS

- a. District facilities may be used by religious groups/organization in accordance with this Policy and the Facilities Use Regulations under the following conditions:
 - i. Any religious activities must be similar to those instances where the District would permit other groups/organizations to present their views on the same topic;
 - ii. Any such religious activities must be conducted at times when school is not in session;
 - iii. Ant religious objects and symbols must be removed after each use; and
 - iv. District facilities may be used by religious sponsored groups for non-religious activities including, but not limited to, youth athletics and social gatherings.
- b. District facilities may not be used for the purpose of holding religious worship services or otherwise using the District facilities as a house of worship.
- c. District facilities shall not be used for meetings, entertainments and occasions where admission fees are charged if such meeting, entertainments and occasions are under the exclusive control, and the proceeds from the admission fees are to be applied for the benefit of a society, association or organization of a religious sect or denomination.
- d. Facilities use fees will be assessed according to the current applicable rates.

XIII. NONDISCRIMINATION

- a. All permit holders are subject to federal and state laws and regulations which prohibit discrimination in their activities based upon the protected classes set forth in the relevant laws/regulations.

XIV. USER RESPONSIBILITY AND DISTRICT INDEMNITY

- a. The permit holder agrees to indemnify, defend, and hold harmless the EUFSD, its officers, directors, agents and employees for all loss, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts paid in settlement in connection with a terminated, pending or completed action, suit or proceeding arising from any act, error or omission, misstatement, misleading statement, neglect or breach of duties by the permit holder or any of its officers, directors, agents or employees taken or made with respect to its use of District facilities.
- b. The permit holder shall be responsible for the conduct and control of all officers, directors, agents, employees, participants and spectators and shall see that all federal and state laws and District policies and regulations governing safety are followed. The permit holder shall also be responsible for taking immediate steps to stop any activity that threatens damage to the District facility and/or injury to any person attending/participating in the activity. The permit holder must agree to be financially responsible to the District for any and all damages that occur to the District facility during the period of use.
- c. Security: Should security personnel be required to enforce any applicable laws, rules or regulations relating to the use of District facilities, security costs will be billed to the permit holder upon notification, regardless of consent.

XV. REFUND POLICY

- a. The Business Office will make refunds and credits for cancellations made by the District or by the

permit holder when notified by the permit holder within 10 days prior to the date of the event.

Ref: State Constitution Article XI
Education Law Section 414

SCHOOL DISTRICT
Village of Elmsford, New York

Adoption Date: January 11, 2023