

MARGARETVILLE CENTRAL SCHOOL

415 MAIN STREET, P.O. BOX 319
MARGARETVILLE, NEW YORK 12455
DR. ROBERT L.CHAKAR, SUPERINTENDENT
Telephone 845-586-2647
FAX 845-586-2949

Building Principal
Laura H. Norris

Treasurer
Greg Beall

USE OF FACILITIES DOCUMENT

APPLICATION FOR USE OF COMMUNITY FACILITIES

Today's Date: _____ Date(s) Requested: _____

Room/Area Requested: _____

INFORMATION ABOUT GROUP

Name of Organization or Individual: _____

Time: _____ to _____. Supervisor in charge: _____

Mailing Address: _____

Telephone: (Day) _____ (Night) _____

INFORMATION ABOUT INTENDED USE OF SCHOOL DISTRICT FACILITIES

Purpose of Use: _____

Total Participants Expected: _____ Adults: _____ Children: _____

Is equipment required? Yes _____ No _____

If needed, state what type and for what purpose: _____

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

Is an admission fee charged? Yes _____ No _____

If so, what will the proceeds be used for? _____

If refreshments are served, give details: _____

AGREEMENT

The undersigned 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 the facilities. He/she, on behalf of Name of Organization does hereby covenant and agree to defend, indemnify and hold harmless the District from and against any and all liability, loss, damages, claims or actions (including costs and attorneys' fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of District's property, facilities and/or services by Organization.

Signature of Organization's Representative

Approved By Building Administrator

READ ATTACHED REQUIREMENTS AND RETURN APPLICATION TO:
MARGARETVILLE CENTRAL SCHOOL, ATTENTION: LAURA NORRIS
415 MAIN STREET, PO BOX 319
MARGARETVILLE, NY 12455
Telephone: 845-586-2647
Fax: 845-586-2949

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.

1. Organizations wishing to use District facilities shall first apply to the Building Principal on the prescribed form. The Principal or his/her designee has final authority on approval.
2. In the event of inclement weather, the Principal or his/her 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 youths under 18 years old requires the presence of adequate adult supervision at all times.
10. The fee for use is \$, payable before use begins.
11. A public telephone is located in _____. The emergency telephone number for police is _____; fire _____.
12. Smoking or other use of tobacco products is not allowed on District property.
13. 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 prior approval.
14. The District does not discriminate on the basis of race, color, national origin, physical impairment or sex in its educational programs or employment services.
15. 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 State insurer, permitted to do business in New York State;
- contain a 30-day notice of cancellation;
- state that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers;
- additional insured status shall be provided with ISO endorsement CG 20 26 11 85 or its equivalent;

C. The user agrees to indemnify the District for any applicable deductibles;

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, 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 NYSIR, as the district's insurer.

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 alarms, etc.

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

**HOLD HARMLESS AGREEMENT
(USE OF FACILITY)**

_____ does hereby covenant and agree to defend, indemnify and hold harmless
(Name of Facility User)
the Margaretville Central School District from and against any and all liability, loss, damages, claims, or actions
(including costs and attorneys fees) for bodily injury and/or property damage, to the extent permissible by law,
arising out of or in connection with the actual or proposed use of Margaretville Central School property,
facilities and/or the District's services by _____ and/or the activities, functions,
(Name of Facility User)
affairs or proceeding of _____.
(Name of Facility User)