

# **ARDSLEY SCHOOL DISTRICT**

## **USE OF FACILITIES TERMS AND CONDITIONS**

**Before proceeding to the application, please review this document carefully. By continuing the reservation process you are indicating your agreement with these regulations.**

1. 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.
2. All social functions that are attended by minors must be properly chaperoned by at least one adult for each 25 students. Organizations made up of children under 18 years of age receiving permission to use the school facilities must have a responsible adult supervisor.
3. Members of such organizations are permitted to occupy the quarters assigned to them only during the presence of an adult supervisor.
4. Intoxicants shall not be brought into the buildings or onto any part of the school property. In addition, no intoxicated or disorderly person shall be allowed on any part of the school premises.
5. No gratuities or payments are to be given to District employees for services rendered at any function held on the school premises.
6. No signs or posters of any kind are to be hung or posted on or about the school building or premises, and no part of the building is to be marked or defaced in any way without prior approval.
7. Any damage resulting from the use of the school building, whether by accident or otherwise, is to be paid for by the parties using the building. If maintenance personnel are not available, make sure all doors are locked and lights are turned off when leaving.
8. Profanity, objectionable language, and disorderly conduct of any kind are absolutely prohibited and those violating this prohibition will be ejected from school premises.
9. Those attending any function carried on, in, or about the school building under a permit from the Board of Education are restricted to the use of rooms or places actually assigned to them.
10. 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.
11. All organizations charging admission are required by law to furnish the Board of Education with a complete accounting of all receipts.
12. All required insurance certificates must be provided to the Authorized District Representative prior to approval of the facility use.
13. The complete Board policy and Administrative Regulations for use of the school Buildings including a list of all fees will be available in the District Office.
14. 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 consultant 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.

F. \_\_\_\_\_ (Organization) does covenant and agree to defend, indemnify and hold harmless the Ardsley 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 Ardsley UFSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of

\_\_\_\_\_ (Organization).

\_\_\_\_\_ (Organization) understands and agrees that its use of Ardsley UFSD's property and facilities includes, but is not limited to, all areas identified in the application and/or permit, and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the premises (hereinafter referred to as "incidental areas").

\_\_\_\_\_ (Organization) agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

- 15. 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.
- 16. In the event of an accident, please notify the custodian on duty, or call the business office the next morning.
- 17. In the event of cancellation, user must notify the District no *less* than 24 hours before the event. Failure to notify the district will result in ***the user being charged for any costs that have been incurred by the Ardsley UFSD for preparation of the facilities for the user's event.***

By continuing the facilities request process you are indicating your agreement with these regulations.

**Contact/Organization Form**

Organization \_\_\_\_\_

Name \_\_\_\_\_

Phone \_\_\_\_\_ Email \_\_\_\_\_

Enter information in all the fields, save and return by email to [jsantiago@ardsleyschools.org](mailto:jsantiago@ardsleyschools.org)