

WAPPINGERS CENTRAL SCHOOL DISTRICT
APPLICATION FOR USE OF DISTRICT FACILITIES

(rev. 3/27/2023); Effective 7/1/2023

PLEASE TYPE OR PRINT

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

Building Requested: _____ Room(s): _____

Time: _____ to _____.

INFORMATION ABOUT GROUP

Name of Organization or Individual: _____

Supervisor in charge: _____ Email Address (required): _____

Mailing Address (required): _____ Telephone: _____

INFORMATION ABOUT INTENDED USE OF SCHOOL DISTRICT FACILITIES

Nature of Activity/Purpose of Use: _____

Total Participants Expected: Adults: _____ Children: _____

Is equipment required? Yes _____ No _____

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

If food and/or refreshments are served, give details: _____

Is the use associated with political activity? Yes _____ No _____

If yes, describe the intended use: _____

Is the use associated with religious activity? Yes _____ No _____

If yes, describe the intended use: _____

Will the activity be open to the general public? Yes _____ No _____

If no, who is permitted to attend the activity? _____

Will admission be charged or donations accepted? Yes _____ No _____

For what purpose will the funds collected be used? _____

If admission is charged, or donations accepted, what portions of the funds collected are applied to an educational or charitable purpose? _____

Will a profit making organization receive monies in association with the use of the building? Yes _____ No _____

If yes, explain who and how much: _____

Will an individual, group, or non-charitable organization receive monies in association with the use of the building?

Yes _____ No _____

If yes, explain who and how much: _____

AGREEMENT

(FACILITY USER) does covenant and agree to defend, indemnify and hold harmless Wappingers Central School District 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 Wappingers Central School District 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 Wappingers Central School District 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.

Signature of Organization's Representative

Date

Signature of District's Representative

Date

**WAPPINGERS CENTRAL SCHOOL DISTRICT
FACILITY USE REQUIREMENTS**

(rev. 3/27/2023); Effective 7/1/2023

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 Board of Education has final authority on approval.
2. In the event of inclement weather, the Superintendent of Schools 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, 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 requires the presence of adequate adult supervision at all times.
10. Smoking, use of tobacco products, cannabis, or E-cigarettes is not allowed on District property.
11. 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.
12. 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.
13. 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. 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 as an Additional Insured on the facility user's insurance policies, except for Workers Compensation and NY State Disability Insurance.
 - 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 non-contributory coverage for the District, its Board, employees and volunteers including a waiver of subrogation in favor of the District for all coverages including workers compensation.
 - Additional insured status for General Liability coverages shall be provided with stand or other endorsements that extend coverage to the District (CG 20 26 or its equivalent). 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.
 - C. The user agrees to indemnify the District for any applicable deductibles or self-insured retentions.
 - D. Minimum 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 or provide broader coverage over the required General Liability coverages.
Organized Athletic Leagues
\$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 and Firework Displays, etc.
\$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.
 - 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, prior to the event.
14. 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.
15. In the event of an accident, please notify the custodian on duty, or call the Business Office (845-298-5000) the next morning.