

NON-TRANSFERABLE APPLICATION FOR USE OF SCHOOL FACILITIES

Please complete this application and submit **no more than 180 days** in advance of the first day requested. Sign in the spaces provided below. Please send to the Office of the Director of Facilities. Application will then be forwarded to the appropriate parties for approval and you will be e-mailed a permit when application has been approved.

Organization: _____
Non profit _____ For profit _____

Application Date: _____

Applicant: _____

Home Phone: _____

Address: _____

Business Phone: _____

E-mail address _____

Dates: _____

Please supply following documents:

Attach to application:

1. Certificate of Insurance
2. List of Members
(Eligibility of at least 50% RVC Residents)
3. Proof of Non-profit Status

Facility/Field: _____

Area/Room(s) _____
(if necessary please attach second page)

Arrival Time: _____

Departure Time: _____

Special Equipment: _____

Special equipment or facility requests may require District staff operator with additional charge to be determined by the Assistant Superintendent of Business.

Describe fully the intended use of facility: _____

Number of people attending: Residents	Adults _____ Children _____
Non-Residents	Adults _____ Children _____

Will admission be charged or donations solicited? Yes No

If yes, the sponsor will, one month prior to the event, submit to the District a written financial plan showing how the net proceeds will be used for a charitable or educational purpose as defined by Section 414 of New York State Law. A Final Financial Report, form to be supplied by RVC Business Office, shall be submitted to the District within 10 days after the event.

Permit shall be denied if the activity is considered to be political, sectarian, or exclusive.

No commercial endorsements may appear on any printed or electronic advertisement unless written approval is granted by the Assistant Superintendent. This application is governed by Policies 3280 and 3280.1

Applicant must sign in space provided on reverse side.

The undersigned agree to abide by all policies and regulations of the Rockville Centre Board of Education pertaining to the use of facilities including the below listed requirements:

1. The Board of Education carries a public liability insurance policy to protect the District in case legal action is brought by anyone injured on school property. It is possible that organizations renting the property may be sued for personal injury. Each organization should protect itself, therefore, by having a temporary insurance policy in the event of such legal actions. The signature on the bottom of this application is an acknowledgement by the organization that it recognizes this responsibility and will not hold the Rockville Centre School District or its employees responsible for person liability. This Certificate of Insurance should be a general liability policy including the District as a named insured in the following amounts: Bodily Injury \$1,000,000 and Property Damage \$1,000,000. The specific requirements for insurance are available from the Office of the Director of Facilities. This insurance shall be required in the event that the activity is a sporting event; involves the use of the athletic fields, gymnasium or auditorium; involves the use of kitchen equipment or other dangerous instrumentalities; or is attended by more than 150 people at any given time.
2. A responsible adult will be in charge at all times to ensure proper use of grounds, buildings and equipment. At least two adults must be directly in charge of the activity for which the facility is being used and assume responsibility for the conduct of the users, including the applicant. All litter shall be removed by applicant organization.
3. All responsible precautions will be taken to prevent damage to the building or equipment. The organization using facilities will be financially responsible for all such damage.
4. All regulations regarding the use of the building or equipment will be followed including but not limited to:
All District safety protocols will be followed;
Approved sneakers will be worn in place of shoes on gym floors;
No refreshments will be served in the building unless permission has previously been granted in writing;
Nothing may be sold, given, exhibited or displayed unless special permission is given; and
There will be no Bingo, selling of chances, gambling of any kind or use of intoxicating beverages at any time on school premises.
5. School Board policy requires that **NO** smoking is allowed in any building, or on school grounds. Failure to comply may result in revocation of permit to use school facilities.
6. All evening reservations must terminate at 10:30 p.m.
7. A change in the assigned time may be necessary since school activities have precedence over non-school activities. The permit may be revoked at any time. Cancellations due to weather conditions will be made at the discretion of the Superintendent of Schools.
8. Only those activities are permitted which are educational, cultural, social, recreational, or civic in nature. Permits will not be issued for activities which are political, sectarian, or exclusive, and which are not primarily for the benefit of school district residents.
9. District employees are not permitted to accept gratuities.
10. Organizations using facilities will be required to submit a deposit check to be applied to cost of facilities' operation **and** custodial costs per the Rockville Centre UFSD policies & regulations.
We hereby covenant and agree to defend, indemnify and hold harmless the Rockville Centre UFSD 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 proposed use of RVCUFSD property, facilities and/or services by the organization named on the reverse and/or its activities, functions, events, affairs or proceedings on the dates specified in this application.
11. 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:
 - o be an insurance policy from an A.M. Best rated "secured" New York State insurer, permitted to do business in New York State;
 - o contain a 30-day notice of cancellation
 - o state that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - o 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.

AGREEMENT

The Rockville Centre UFSD does covenant and agree to defend, indemnify and hold harmless the Rockville Centre 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 the Rockville Centre UFSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of the facility user.

The facility user understands and agrees that its use of the Rockville Centre 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"). The 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.

Print Name of Authorized Agent

Signature of Authorized Agent

Date: _____

Revised: 10/3/2007, 05/06/2021