

CONDITIONS OF USE

Applicants seeking the use of School District facilities must complete all requirements to be considered for approval, including the submission of required evidence of insurance coverage. Groups wishing to use the school facilities must secure written permission from the Superintendent and abide by the rules and regulations established for such use including restrictions on alcohol, tobacco and drug use; and compliance with protocols whether temporary or permanent imposed by the School District in connection with the COVID-19 health emergency. The Superintendent, at his/her discretion, may consult with the Board of Education regarding approval of such use.

Failure to comply with the following rules and requirements will terminate the organization's authorization to use the facilities and may preclude future use of school facilities.

1. School District facilities may be used by groups upon receipt of written permission from the Superintendent of Schools.
2. Groups agree to abide by the rules and regulations for such use including restrictions on alcohol, tobacco, and drug use, in accordance with District Policy 3280. Also including all protocols and procedure imposed by the School District whether temporary or permanent in connection with the COVID-19 health emergency.
3. The Code of Conduct and District policies apply to all activities within District facilities.
4. All individual or groups authorized to use school facilities assume responsibility for the conduct of participants and spectators.
5. School activities take priority over all other uses. When not in use for school purposes, facilities may be used only for the purposes enumerated in Education Law § 414, including but not limited to: (a) instruction in any branch of education, learning or the arts; (b) public library purposes, or as stations of public libraries; (c) holding social, civic and recreational meetings and entertainments, and other uses pertaining to the welfare of the community (so long as such gatherings are non-exclusive and open to the general public); (d) meetings, entertainments and occasions where admission fees are charged, when the proceeds thereof are to be expended for an educational or charitable purpose (with exceptions if gatherings 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 U.S. military, naval and marine service and organizations of volunteer firefighters or volunteer ambulance workers; (e) polling places for primaries and elections and for the registration of voters; (f) civic forums and community centers; (g) classes of instruction for developmentally disabled minors operated by a private organization approved by the Commissioner of Education; (h) recreation, physical training and athletics, including competitive athletic contests of children attending a private, nonprofit school; (i) child care services during non-school hours, or child care services during school hours for the children of pupils attending the schools of the district (and for employees' children if space is available); (j) licensed school-based health, dental or mental health clinics; (k) graduation exercises held by not-for-profit elementary and secondary schools, provided that no religious service is performed.
6. If the School District is closed for inclement weather or emergency, all activities are canceled for the remainder of that day. If a facility use is canceled, a request to reschedule must be made by the Using Organization.
7. Approval of the use of facilities is valid only for the specified dates, times, facilities, and equipment.
8. The Using Organization agrees to defend, indemnify, and hold the School District harmless as delineated herein, and further agrees to pay the cost of school supervision, custodial, police, or fire personnel as needed.

9. School facilities and equipment must be left in the same condition in which they are found.
10. Except when used in connection with or when rented under provisions of Education Law Section 414, school-owned materials or equipment may be used by members of the community or by District employees and/or students for school related purposes only. Private and/or personal use of school-owned materials and equipment is strictly prohibited.

The Using Organization is required to have and maintain insurance with coverage limits equal to or greater than the amounts of insurance set out below in effect during all dates and times for which use of the facility is requested. Evidence of coverage must be provided on a reasonably acceptable Certificate of Insurance bearing the policy number, effective dates of coverage and applicable insurance carrier information. A Certificate of Insurance must be submitted at least 5 business days prior to facility use to: Phelps-Clifton Springs Central School District-Business Administrator. Applications will not be processed until an acceptable Certificate of Insurance is on file with the School District.

Policy Limits and provisions:

Comprehensive General Liability

Each Occurrence:	\$1,000,000
General Aggregate:	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury:	\$1,000,000
Med Expense:	\$ 5,000

Workers' Compensation

As required by New York State Law for all employees and required subcontractors. If the Using Organization does not have employees Form CE-200 (Certificate of Attestation of Exemption) can be filed by going to the following website:

https://www.businessexpress.ny.gov/app/answers/cms/a_id/2263/kw/CE/

Auto Liability Insurance – if any motor vehicle is used in the work, Auto Liability Insurance covering bodily injury and property damage with minimum combined single limit of \$1,000,000.

The Certificate of Insurance shall name Phelps-Clifton Springs Central School District, 1490 State Route 488, Clifton Springs, NY 14432 as Certificate Holder and the policies shall name it as an Additional Insured on a Primary and non-contributory Basis on the Comprehensive General Liability and Automobile Liability (if coverage required).

Note: The Phelps-Clifton Springs Central School District retains the right to require additional coverages and coverage limits dependent on the type and scope of the facilities use request.

Agreement to Indemnify and Hold Harmless

To the fullest extent permitted by law, the Using Organization shall defend, indemnify and hold harmless the Phelps-Clifton Springs Central School District, its officers, directors, employees, agents, and students, from and against liabilities, claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from the Using Organization’s activities under this Facilities Use Agreement, or from the acts or omissions of any person(s) in or about the premises with the Using Organization’s express or implied consent and for all liability arising from the activities and operations of the user. In addition, the Using Organization shall reimburse the School District for any expense of the School District incurred in defending such claim, regardless of whether the School District must pay any damages. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

By checking this box, the applicant consents to the “CONDITIONS OF USE,” and agrees to comply with all information on this form. Failure to comply with the “CONDITIONS OF USE” before, during, or after the applicant’s use of School District facilities may prohibit future use of District facilities, and may result in additional fees or liability. The applicant shall type in his/her initials to the following text box to indicate acceptance of the “CONDITIONS OF USE”: _____.

By checking this box, the applicant does not consent to the “CONDITIONS OF USE,” and therefore is ineligible to apply for Facilities Use.