

# FORM

2006

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COMMUNITY RELATIONS

## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM)

**Instructions:** There are 5 parts to the application packet which are attached and should be kept together. The requesting party/parties have to complete Part 1 and Part 4 in the sequence noted below. Part 2, Part 3 and Part 5 are to be completed by District employees.

1. ***PART 1: COMPLETION OF THE APPLICATION FORM*** – The requesting party(s) must complete Part 1 of this application form and submit it to: the building principal, if it involves the use of a particular facility or grounds of a particular building; the athletic director if it is an athletic facility space such as gyms, the pool, or practice/competitive outdoor facilities; or, the audio visual technician if it involves the use of the High School auditorium. Do not complete Part 4 at this time.
2. ***PART 2: APPROVAL OF THE PRINCIPAL, ATHLETIC DIRECTOR OR THEATER MANAGER*** - The building principal, athletic director or Theater Manager will complete Part 2 of the application process and either authorize or deny usage. If authorized by signature, the form is to be sent to the Buildings and Grounds Department to complete Part 3 of the application process for calculation of costs and level of insurance required by the requesting party/parties. If denied, the principal, athletic director or Theater Manager will notify the requesting party/parties that the request was deny and the reason(s) for the denial.
3. ***PART 3: PROCESSING BY THE BUILDING AND GROUNDS DEPARTMENT*** - The Buildings and Grounds Department will complete Part 3 of the application process by calculating the tentative cost for usage of the facility; identifying the type(s) and level of liability insurance coverage that will be required of the requesting party/parties; and, specifying the appropriate indemnification language to be used in the agreement. The Buildings and Grounds Department will then return the application forms to the requesting party/parties for completion of Part 4. .
4. ***PART 4: EXECUTION (SIGN-OFF) BY THE REQUESTING ORGANIZATION AND THE DISTRICT*** - The party/parties will complete Part 4 which sets forth the agreed upon terms between them and the District. Upon completion of Part 4, the requesting party/parties should return the entire application packet along with the executed (signed-off) agreement to the Building and Grounds department, at which time the facility will be reserved for usage by the party/parties. The Buildings and Grounds department will then notify the requesting party/parties (via a signed copy of the agreement) and the principal, athletic director or the Theater Manager that the facility is officially reserved. The District recommends that no advertisement be started for an event to be held on school grounds until Part 4 has been completed.
5. ***PART 5: POST ACTIVITY INSPECTION BY CUSTODIAL/CLEANING STAFF*** - The custodian/cleaner on duty during and after the event held on a school facility will complete Part 5 of this application packet. The calculation of any additional expenses, beyond those projected prior to executing an agreement must be passed onto the requesting party/parties so that the taxpayers of Union-Endicott are not paying for outside usage of their facilities.

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COMMUNITY RELATIONS

## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

### Prioritization of Requests:

All school-related activities shall be given first priority in the use of District facilities. The District's need to schedule maintenance/repair tasks shall take priority over outside use of facilities.

Applications requesting the use of school facilities should be submitted and fully processed as stipulated within this form by: August 15<sup>th</sup> of each school year for all requested events occurring during the first semester of the school year (September – January); by December 15<sup>th</sup> for all requested events occurring during the second semester of the school year (January – June); and by May 15<sup>th</sup> for all requested events occurring during the summer months (July-August). Requests submitted by the dates specified will be considered for approval in the order listed below. Applications submitted after the deadlines identified will be considered after the timely submissions are processed.

1. School-sponsored organizations that are directly funded by the District such as athletic team practices, extracurricular classroom account student organization events, and performing and/or visual arts performances, etc.
2. Community-based organizations that were established to help the District fulfill its mission and/or commencement goals such as Parent Teacher Associations, Booster Clubs, Educational Foundations and Community Service Groups, etc.
  - a. Direct costs, if any will be billed and collected as specified within this regulation.
  - b. General liability insurance (and others if specified within this regulation) as well as indemnification language will be required unless waived by the Superintendent or his/her designee.)
  - c. Execution (sign-off) by the requesting party/parties and the District (Form 3280F, Part 4, P.9) is required.
3. Public sector and/or Not-for-Profit Organizations that serve in a civic-minded capacity such as Boy Scouts, Girl Scouts, Chamber of Commerce, Senior Citizens and other public sector governmental agencies such as the Village and/or Town Boards, etc.
  - a. Direct costs, if any, will be billed and collected as specified within this regulation.
  - b. General liability insurance (and others if specified within this regulation) as well as indemnification language will be required unless waived by the Superintendent or his/her designee.)
  - c. Execution (sign-off) by the requesting party/parties and the District (Form 3280F, Part 4, P.9) is required.

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## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

4. Private organizations not directly aligned with the District's mission or considered a community-service organization, such as dance studio recitals, private plays and productions, semi-professional athletic teams, athletic playoffs, etc. Private organizations that make a personal profit on District property must return all profits to the District.
  - a. Direct costs, if any, will be billed and collected as specified within this regulation.
  - b. General liability insurance as well as indemnification language will be required.
  - c. Utilization fees will be billed and collected as required within this regulation.
  - d. Execution (sign-off) by the requesting party/parties and the District (Form 3280F, Part 4, P. 9) is required.

Once the District has approved the use of a facility, it will attempt to avoid cancellations unless unavoidable.

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## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

### Part 1: COMPLETION OF THE APPLICATION FORM

#### General Information:

REQUESTING PARTY/PARTIES \_\_\_\_\_

DATE OF REQUEST: \_\_\_\_\_

SCHOOL BUILDING REQUESTED \_\_\_\_\_

ROOM OR AREA OF BUILDING \_\_\_\_\_

DATE(S) DESIRED: \_\_\_\_\_

DAYS OF WEEK: Mon.  Tues.  Wed.  Thurs.  Fri.  Sat.  Sun.

TIME: FROM \_\_\_\_\_ a.m. \_\_\_\_\_ p.m. TO \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

WILL FOOD OR DRINK BE DISPENSED? \_\_\_\_\_

SPECIFIC PURPOSE OF USE: \_\_\_\_\_

IS ADMISSION FEE TO BE CHARGED? \_\_\_\_\_ EXPECTED ATTENDANCE: \_\_\_\_\_

If YES, name educational or charitable organization to be benefited: \_\_\_\_\_

#### Responsible Party/Parties:

List 1 to 3 individuals who will be responsible and who will be present at all times during the event.

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**Furniture/ Equipment (chairs, tables, AV equipment, etc.):** List on reverse side.

#### Compliance with Title IX of the Education Amendment of 1972 Regulations:

All persons, organizations, or other entity which request the use of district facilities must assure the District that the user is in compliance with Title IX of the Education Amendments of 1972 by signing the following statement: "The \_\_\_\_\_ (name of organization or contractor) agrees that it will comply to the extent applicable with Title IX of the Education Amendments of 1972 and applicable requirements imposed to the end that no person shall be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any activity conducted by the \_\_\_\_\_ (name of organization or contractor) while using school property.

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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COMMUNITY RELATIONS

## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

### PART 2: APPROVAL OF PRINCIPAL, ATHLETIC DIRECTOR OR AUDIO VISUAL TECHNICIAN

#### Directions:

The building principal, athletic director or Theater Manager shall check the availability of the facility requested and will notify the Buildings and Grounds Department that the facility is available and that they have no objection for its use by completing the authorization statement below and sending the entire packet directly to the Buildings and Grounds department, for processing purposes. If the facility is not available, or if there is an objection for this request, then complete the denial statement below and notify the requesting party/parties of the reason(s).

#### Authorization Statement:

I have reviewed the application form as attached hereto, and I confirm by my signature below that the facility requested is free and available at this time I have no objection to this organization using the requested facility. I will reserve this facility for this organization or contractor until I receive final authorization from the Buildings and Grounds Department all paperwork has been properly executed at which time I will post this event on my building calendar and any other appropriate calendar operated by the District. I do, however, have special conditions under which I authorize use of this facility to include (state here if there are any special considerations or conditions that should be stated or considered before final approval with this organization of contractor. If none leave the lines blank):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

#### Denial Statement:

I have reviewed the application form as attached hereto, and I recommend that this request be denied for the following reason(s):

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

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COMMUNITY RELATIONS

## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

### PART 3: PROCESSING BY THE BUILDINGS AND GROUNDS DEPARTMENT

#### Compensation for Use of School Buildings and Grounds (Use the Appropriate Form):

Use the appropriate form by checking the appropriate line and then calculate the anticipated direct costs and usage fees for the requesting organization or contractor, as specified.

\_\_\_\_\_ School-sponsored organizations that are directly funded by the District such as athletic team practices, extracurricular classroom account student organization events, and performing and/or visual arts performances, etc. No direct costs or usage fees for these organizations.

\_\_\_\_\_ Community-based organizations that were established to help the District fulfill its mission and/or commencement goals such as Parent Teacher Associations, Booster Clubs, Educational Foundations and Community Service Groups, etc. Note: Charge for direct costs but no usage fees for these organizations.

Custodial Overtime @ \$30 per hour \_\_\_\_\_

Theater Manager Fee @ \$25 per hour \_\_\_\_\_

Lifeguard Fee @ \$25 per hour \_\_\_\_\_

Equipment Usage or Rental \_\_\_\_\_

Security Costs \_\_\_\_\_

Other Employee Costs (specify \_\_\_\_\_) \_\_\_\_\_

Other Anticipated Expenses (specify \_\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_

Total Anticipated Direct Cost Expenses\* \_\_\_\_\_

\* Note: Additional bills may be forwarded, after the event for such items as damages to District property as well as other unanticipated expenses.

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## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

\_\_\_\_\_ Public sector and/or Not-for-Profit organizations that serve in a civic-minded capacity such as Boy Scouts, Girl Scouts, Chamber of Commerce, Senior Citizens and other public sector governmental agencies such as the Village and/or Town Boards, etc. Note: Charge for direct costs but no usage fees for these organizations.

Custodial Overtime @ \$30 per hour \_\_\_\_\_

Lifeguard Fee @ \$25 per hour \_\_\_\_\_

Theater Manager Fee @ \$25 per hour \_\_\_\_\_

Equipment Usage or Rental \_\_\_\_\_

Security Costs \_\_\_\_\_

Other Employee Costs (specify \_\_\_\_\_) \_\_\_\_\_

Other Anticipated Expenses (specify \_\_\_\_\_) \_\_\_\_\_

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Total Anticipated Direct Cost Expenses\* \_\_\_\_\_

\* Note: Additional bills may be forwarded, after the event for such items as damages to district property as well as other unanticipated expenses.

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## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

\_\_\_\_\_ Private organizations not directly aligned with the District's mission or considered a community-service organization, such as dance studio recitals, private plays and productions, semi-professional athletic teams, athletic playoffs, etc. Private organizations that make a personal profit on District property must return all profits to the District. Note: Charge for direct costs and assess a usage fee for these organizations.

### Direct Costs:

Custodial Overtime @ \$30 per hour	_____
Theater Manager Fee @ \$25 per hour	_____
Lifeguard Fee @ \$25 per hour	_____
Equipment Usage or Rental	_____
Security Costs	_____
Other Employee Costs (specify _____)	_____
Other Anticipated Expenses (specify _____)	_____

---

Sub-total Anticipated Direct Cost Expenses\* \_\_\_\_\_

### User Fees:

Classroom	_____	hours X \$15/hour =	_____
Cafeteria	_____	hours X \$20/hour =	_____
HS Lecture Hall	_____	hours X \$25/hour =	_____
Gymnasium	_____	hours X \$25/hour =	_____
Pool	_____	hours X \$50/hour =	_____
Field House	_____	hours X \$30/hour =	_____
Auditorium	_____	hours X \$40/hour =	_____
Stadium	_____	hours X \$150/hour =	_____

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Sub-total Anticipated User Fee Expenses\* \_\_\_\_\_

Total Costs for Private Organizations: \_\_\_\_\_

Sub-total Anticipated Direct Cost Expenses\* \_\_\_\_\_

Sub-total Anticipated User Fee Expenses\* \_\_\_\_\_

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Total Anticipated Costs for Private Organizations \_\_\_\_\_

\* Note: Additional bills may be forwarded, after the event for such items as damages to district property as well as other unanticipated expenses.



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COMMUNITY RELATIONS

## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

### PART 4: EXECUTION (SIGN-OFF) BY THE REQUESTING PARTY/PARTIES AND THE DISTRICT.

#### Directions:

Please read Part 3 of this application as completed by the Building and Grounds Department, which outlines anticipated expenses for use of the requested District facilities, as well as the attached Form # 3280.F2, which identifies the liability insurance types/limits as well as the requested indemnification language and then please sign below to execute all aspects of this agreement.

#### Execution (Sign-off) on this Facilities Use Agreement:

Whereas, I am a representative of the \_\_\_\_\_ (name of party/parties) and as their representative has requested the use of the aforementioned facility that is owned and operated by the Union-Endicott School District; and,

Whereas, I realize that my organization or company will be required to follow all Board policies and regulations as established by the District for the safe and orderly operation of school District functions while on District property; and,

Whereas, I have reviewed and agree to pay the anticipated expenses for direct and usage fees, if required and as specified on Part 3 of this application form; and,

Whereas, I understand that any additional unanticipated cost to the District, as a result of my party/parties usage will be billed directly to my party/parties and that it is not permissible to pass such expenses onto the taxpayers of Union-Endicott; and,

Whereas, I have reviewed Form # 3280.F.2 which identifies the liability insurance type(s) and levels that the District is requiring of my organization or company; and,

Whereas, I have signed Form #3280.F.2 and had it notarized verifying my agreement with the District to provide a certificate of insurance specifying types/levels of liability insurance and that I agree to the indemnification language set forth on said form; and,

Whereas, I have attached a certificate of insurance to this agreement that specifies the types/levels of liability insurance and I understand that final approval of this request can not occur until such time as this certificate(s) is rendered;

Now, therefore, I agree to all terms and conditions set forth by the District within this document and within Form 3280.F.2 and so do execute this agreement with full knowledge and understanding of all aspects agreed to prior to use of the District facility requested.

\_\_\_\_\_  
For the Party/Parties

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the District

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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COMMUNITY RELATIONS

## COMMUNITY USE OF DISTRICT FACILITIES – (GENERAL APPLICATION FORM) (CONT'D.)

### PART 5: POST ACTIVITY INSPECTION BY CUSTODIAL/CLEANING STAFF

Directions:

Custodians are asked to complete this form and return it to the Buildings and Grounds Department within two (2) working days of the event held by this party/parties.

Name of Party/Parties: \_\_\_\_\_

Date(s) of Usage \_\_\_\_\_

Name of Custodian Filing Report \_\_\_\_\_

Hours of Custodian on Duty \_\_\_\_\_

Was Facility Used Properly: Yes \_\_\_\_\_ No \_\_\_\_\_.

If "yes" stop here, sign below and submit to the Building and Grounds Department. If "no", continue completing this form.

If misused, please explain the problem(s): \_\_\_\_\_

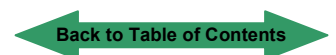
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If direct costs can be determined, please state the any additional costs to the District due to this misuse

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Implemented: 6-6-06  
Revised 9/18/12  
2/19/13



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COMMUNITY RELATIONS

## COMMUNITY USE OF DISTRICT FACILITIES (INSURANCE/INDEMNITY LANGUAGE)

**Name of Organization or Contractor** \_\_\_\_\_

**Facility Requested** \_\_\_\_\_

**Date(s)** \_\_\_\_\_

**Name of Organization or Company Representative** \_\_\_\_\_

### Introduction

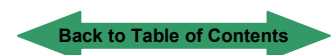
This form may be used when the District requires liability insurance and indemnification language. In order to protect the District against the impact of lawsuits, should one be filed against the District for something that happens during an event held by an outside organization and/or group, the District may require different limits and coverage of liability insurance, indemnification language and a notarized agreement.

Insurance liability limits and coverage will depend upon the risk for potential injuries and the types of activities that will be conducted during usage. Greater risks will require higher liability insurance limits as well as coverage types.

Indemnification language identifies who will defend, in a court of law, any lawsuit brought against the District during an activity being held on school property. Typically, outside organizations or groups should indemnify and pay for the cost of any lawsuit(s) brought against the District during the time they use District property.

A notarized document, as signed by a certified notary public, verifies that all parties agree to the insurance liability limits and coverage as well as the indemnification language. Several employees located within the District Office building are certified notary publics and can be used to notarize documents if required.

The language noted after the next two sections identify the desired language for insurance limits and coverage as well as indemnification. The language in both these sections may be modified to address the needs of the outside organization or group based upon a risk assessment of the usage.



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COMMUNITY RELATIONS

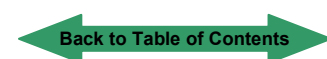
## COMMUNITY USE OF DISTRICT FACILITIES (INSURANCE/INDEMNITY LANGUAGE) (CONT'D.)

### Insurance Limits and Types

The contractor or organization, particularly of private organizations, must agree to provide the District with a certificate(s) of insurance, naming the Union-Endicott School District as an additional insured, evidencing the following coverage(s), as checked below. Coverage types and levels will be predicated on the type of activity to be conducted during the event or service as well as the level of risk of injury to participants. The types and levels may vary among organization and contractors based upon the criteria of types of activities and level of risks assumed. School-sponsored organizations and community-based organizations who do not have general liability insurance will not be required to submit certificates of insurance. Public sector and not-for-profit organizations should already have general liability insurance and a certificate of insurance should be required. Private organizations may be required to have more than one type of general liability insurance as specified below.

1. General Liability in the Minimum Amount of \$2,000,000 \_\_\_\_\_
2. Professional Liability (inc. Sex Abuse/Molestation) in the Amount of \$2,000,000 \_\_\_\_\_
3. Worker's Compensation \_\_\_\_\_
4. Business Auto Liability \_\_\_\_\_
5. Other Types (specify \_\_\_\_\_) \_\_\_\_\_

The organization and contractor must also agree to maintain all insurance types as well as levels specified during the term of this agreement.



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COMMUNITY RELATIONS

## COMMUNITY USE OF DISTRICT FACILITIES (CONT'D.)

### Indemnification Language

The following indemnification language is the preferred language of the District. It may be modified slightly to accommodate the needs of an organization or contractor. School-sponsored organizations and community-based organizations are not required to agree to this indemnification language. Public sector and/or not-for-profit organizations as well as private organizations are required to agree to this language or language that is slightly modified. The language is as follows:

\_\_\_\_\_ shall defend, indemnify and hold harmless the District, its officers, employees and agents from and against any and all demands, claims, actions, proceedings, liabilities, damages, costs, or expenses including without limitation reasonable attorney's fees and court costs and disbursements whenever made and however asserted arising at any time in connection with this agreement from or relating in any way to: (1) any negligent or intentional act or omission of \_\_\_\_\_ or any of its owners, managers, officers, employees, agents, invitees, contractors or subcontractors; and (2) any and all other costs, expenses, attorney's fees and liabilities incurred by the District in defense of any such claims, demands, actions, or proceedings whether the same proceeds to judgment or not. \_\_\_\_\_ agrees upon written request of the District to defend any action or suit brought against the District on any claim or demand associated in any way with this Agreement. In the prosecution of any successful lawsuit by the District for the enforcement of this and any other provision of this Agreement \_\_\_\_\_ agrees to pay the District's reasonable attorney's fees and any other costs of suits incurred therein.

### Notarized Statement

This agreement shall continue in effect from \_\_\_\_\_ to \_\_\_\_\_ 20\_\_.  
IN WITNESS THEREOF, \_\_\_\_\_ has caused this instrument to be signed by a duly authorized officer on the \_\_\_\_\_ corporation/organization on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

IN WITNESS THEREOF, \_\_\_\_\_ has caused this instrument to be signed by a duly authorized officer on the \_\_\_\_\_ corporation/organization on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

STATE OF NEW YORK:

COUNTY OF \_\_\_\_\_: ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_, of the corporation/organization described in and which executed the within instrument.

\_\_\_\_\_  
Notary Public

Implemented: 4/19/06