



HAUPPAUGE PUBLIC SCHOOLS

495 Hoffman Lane

Hauppauge, New York 11788

631-761-8379 Security Office

caffrey@hauppauge.k12.ny.us

Principal/Athletic Dir. Review

Print Name _____

Date: _____

Recommended: _____

Not Recommended: _____

APPLICATION FOR USE OF SCHOOL FACILITIES

This application requires Board of Education approval. Applications must be submitted at least 30 days prior to the first day on which the school facilities will be used. **You must answer all questions on this form.**

Name of Applicant (Organization or Individual name): _____

Type of event, including all planned activities: _____

Event Date(s): _____ Event Time(s): from: _____ to: _____

Estimated # of persons participating/attending: _____ Estimated # of District Residents participating/attending: _____

Will you or others charge an admission fee or any other fee, charge or cost to participants, spectators or guests for your event or any of your planned activities? Yes _____ No _____

If yes, what is the purpose of the fee, charge or other cost? _____

If yes, to what entity(ies) will the fee, charge or other cost be donated or for what purposes will the fee, charge or other cost be used?*

**Where admission fees are charged, the proceeds must be used for an educational or charitable purpose.*

School Requested (*check all that apply*):

High School _____ Pines Elem. School _____ Bretton Woods Elem. School _____
Middle School _____ Forest Brook Elem. School _____

Facility Space Requested (*check all that apply*):

Auditorium _____ Classroom(s) _____ Other _____
Gym _____ Conference Room _____ Cafeteria _____
Fields _____

List any requested District equipment: (kitchen facilities, PA equipment, etc.): _____

Will you utilize any vendors or subcontractors? Yes _____ No _____

Organization/Individual Address: _____

Telephone: _____ Email: _____

The undersigned hereby represents that the information provided on this Application is true and accurate and acknowledges that he/she has read and agrees to comply with and be bound by all of the terms and conditions set forth on Exhibit 1 (attached), including the indemnification provision. If the undersigned is signing on behalf of an organization, the undersigned confirms that he/she is authorized by the organization to sign this document on behalf of the organization.

Signature of Applicant (Individual or Organization's Representative)

Date Submitted

Print Name of Applicant (Individual or Organization's Representative)

Title of Organization's Representative

EXHIBIT 1 – TERMS AND CONDITIONS FOR THE USE OF SCHOOL FACILITIES

1. **School Facilities:** Wherever the term, “school facilities” is used in these Terms and Conditions, the term “school facilities” includes, but is not limited to, all areas identified in the Application for Use of School Facilities and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the areas identified in the Application for Use of School Facilities.

2. **Policies/Rules/Regulations/Laws:** Applicant understands that this application for use of school facilities and Applicant’s intended use of school facilities is subject to (1) these terms and conditions; and (2) Board Policy #1500 (Public Use of School Facilities) and Regulation #1500-R (available at <https://www.hauppauge.k12.ny.us/Domain/602>). Applicant has read and agrees to comply with these terms and conditions, Board Policy #1500 and Regulation #1500-R and will require its employees, vendors, contractors, subcontractors, participants, volunteers, members and guests to do the same (collectively, “the Attendees”).

Applicant will observe and comply with all policies, rules (including, but not limited to, all posted rules related to preventing the spread of COVID-19), and regulations of the Hauppauge Union Free School District (“the District”) (including, but not limited to, the District’s Code of Conduct) and will require the Attendees to do the same. The District’s policies and regulations are available at: <https://www.hauppauge.k12.ny.us/Domain/602>.

The District is not responsible for the loss, damage or theft of Applicant’s or the Attendees’ personal property during the use of school facilities.

Applicant acknowledges and agrees that Applicant’s use of school facilities requires strict compliance with all relevant federal, State and local laws, regulations, executive orders, guidance and guidelines with respect to preventing the spread of COVID-19. If Applicant is requesting to use school facilities for any sport or athletic activity, Applicant acknowledges and agrees that Applicant and the Attendees will comply with New York’s Sports and Recreation guidelines (available at: <https://forward.ny.gov/statewide-guidelines>), New York’s Interim COVID-19 Guidance for Sports and Recreation (available at: <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/SportsAndRecreationMasterGuidance.pdf>)” and all other applicable federal, State and local laws, regulations, executive orders, guidance and guidelines.

Applicant agrees to review and consider the optional safety measures contained in the CDC’s guidelines, “Considerations for Youth Sports” (available at: <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html>).

Applicant agrees that prior to the start of an event or any use of school facilities, an announcement will be made to Attendees regarding emergency evacuation procedures (e.g., pointing out posted procedures, providing directions for exiting, or providing instructions regarding how to respond to alarms).

3. **Defense and Indemnification:** To the fullest extent permitted by law, Applicant indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of its Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys’ fees and disbursements) arising from any claims, disputes or causes of action of whatever nature arising, in whole or in part, out of or in connection with Applicant’s actual use or proposed use of the school facilities including, but not limited to, the use of the school facilities by the Attendees. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from Applicant pursuant to the provisions of this paragraph, the District will promptly notify Applicant of the legal proceeding, claim or demand, and give Applicant an opportunity to defend and settle same without any cost to the District. The District will extend reasonable cooperation to Applicant in connection with the defense, which will be at the expense of Applicant. In the event that Applicant fails to defend the District within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and Applicant will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys’ fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify Applicant of a legal proceeding, claim or demand will not relieve Applicant of any obligation that Applicant has pursuant to this paragraph unless and only to the extent that the failure to notify Applicant materially prejudices Applicant. Applicant agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld). All of the provisions of this paragraph will survive the expiration or termination of the Applicant’s use of the school facilities.

4. **Insurance:** Applicant will obtain, at Applicant's sole cost and expense, and keep in full force and effect during the time period that Applicant utilizes the school facilities the following insurance:

- a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with no exclusions for athletic participants.
- b. **Automobile Liability (when an organizations' s vehicle is brought onsite)**
\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
- c. **Workers' Compensation and NYS Disability Insurance (for an Applicant 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.
- d. **Umbrella/Excess Insurance**

General Use

\$1 million each occurrence and aggregate. Umbrella/Excess coverage must be on a follow-form basis over the required general liability coverage.

Athletic and Recreational Camps

\$5 million each occurrence and aggregate. Umbrella/Excess coverage must be on a follow-form basis over the required general liability coverage.

Carnivals and Firework Displays, etc.

\$10 million each occurrence and aggregate. Umbrella/Excess coverage must be on a follow-form basis over the required general liability coverage.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Applicant hereby agrees to effectuate the naming of the District as an additional insured on Applicant's insurance policies, except for workers' compensation and NYS disability insurance. Each policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and
- state that Applicant's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers.

It is the intent of these Terms and Conditions that additional insured status will cover all school facilities. The District must be listed as an additional insured by using an endorsement providing additional insured coverage for accidents and claims arising out of Applicant's use of school facilities such as ISO endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance. The certificate of insurance must describe the services provided by the Applicant that are covered by the liability policies. At the District's request, Applicant will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, Applicant will provide a copy of the policy endorsements and forms.

Applicant hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of Applicant, to the extent not covered by the applicable policy.

Applicant acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects Applicant to liability for damages, indemnification and all other legal remedies available to the District. Applicant must provide the District with proof satisfactory to the District that the above requirements have been met, at least, 10 days prior to the first day of the requested use of school facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the District.

The District is a member/owner of the New York State Schools Insurance Reciprocal ("NYSIR"). Applicant acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

5. Vendors/Subcontractors: If Applicant will utilize any vendors, contractors, subcontractors or any other outside entity not employed by Applicant, Applicant must provide to the District a completed “Vendor Attachment” (attached below), with proof of insurance coverage naming the District as an additional insured, at least 10 days prior to the first day of the requested use of school facilities for each vendor, contractor, subcontractor or other outside entity not employed by Applicant. Food trucks and caterers must provide the District with applicable permits.

6. Fees: Applicant will pay the District in accordance with the agreed upon fee schedule no later than 5 days prior to the first day of the requested use of school facilities.

7. Modification/Termination: All permits to use school facilities are subject to modification or cancellation based upon school needs by the District at any time. All permits are subject to cancellation at any time for violation of law, District policies, rules or regulations or the Applicant’s failure to provide the required insurance coverage.

8. Miscellaneous:

- No smoking or vaping is permitted in or on school property.
- The District may request a list of the names of all anticipated participants as part of the application review process.
- The District may request a list of all vendors, contractors or any other outside entities that will be utilized by Applicant as part of the application review process.
- Applicant is responsible for supervision of all persons in attendance at the event.
- Only approved area(s) as designated by the District may be used.
- Applicants must return the school facilities to the condition found upon arrival. Applicant will be responsible for any and all cleanup costs or repairs needed as a result of Applicant’s use of the facilities.
- Computers and other equipment may not be used without permission of the building principal, Superintendent or Board of Education.
- Posted occupancy limits in areas of Public Assembly must be observed and maintained. Applicant is required to limit access to maintain occupancy requirements.
- Fire extinguisher Cabinets, Fire Alarm Pull Stations and Exit Paths must remain clear at all times. No open flames, no propane/gasoline stoves are allowed in buildings. The use of FOG MACHINES is prohibited at all times.
- No minor child is to be left unattended. An adult must remain on site until the last minor child is picked up.
- School building doors may not be propped open during events.
- Applicant must comply with directives from District staff.
- Organizations that use school facilities are encouraged to have CPR/AED responders on site when the school facilities are used. Public access to defibrillation cabinets are located in all buildings.

**THIS ATTACHMENT MUST BE COMPLETED BY
EACH VENDOR/CONTRACTOR UTILIZED BY APPLICANT**

HAUPPAUGE PUBLIC SCHOOLS
495 Hoffman Lane
Hauppauge, New York 11788
631-761-8379 Security Office
caffrey@hauppauge.k12.ny.us

VENDOR ATTACHMENT TO
APPLICATION FOR USE OF SCHOOL FACILITIES

Name of Individual/Company (Vendor): _____ Today's Date: _____

Address: _____

Email: _____ Telephone Number: _____

Date(s) and time(s) of event : _____

Describe the services, products, etc. that the Vendor will be offering or providing at this event: _____

1. School Facilities: Wherever the term, "school facilities" is used in this Vendor Attachment to Application for Use of School Facilities, the term "school facilities" includes, but is not limited to, all areas identified in the Application for Use of School Facilities and sidewalks, walkways, parking lots, entrances, stairs, and all other areas incidental to and/or connected with the use of the areas identified in the Application for Use of School Facilities.

2. Insurance: Vendor will obtain, at Vendor's sole cost and expense, and keep in full force and effect the following insurance during the time period that Vendor provides services on or utilizes school facilities:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/\$2,000,000 aggregate, with no exclusions for athletic participants.

b. **Automobile Liability (when a Vendor's vehicle is brought onsite)**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles

c. **Workers' Compensation and NYS Disability Insurance (for a Vendor 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.

d. **Umbrella/Excess Insurance**

General Use

\$1 million each occurrence and aggregate. Umbrella/Excess coverage must be on a follow-form basis over the required general liability coverage.

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\$5 million each occurrence and aggregate. Umbrella/Excess coverage must be on a follow-form basis over the required general liability coverage.

Carnivals and Firework Displays, etc.

\$10 million each occurrence and aggregate. Umbrella/Excess coverage will be on a follow-form basis over the required general liability coverage.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, Vendor hereby agrees

to effectuate the naming of the District as an additional insured on Vendor's insurance policies, except for workers' compensation and NYS disability insurance. Each policy naming the District as an additional insured must:

- be an insurance policy from an A.M. Best rated "A-" or better insurer, licensed in New York State; and
- state that Vendor's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers.

The additional insured status will cover all school facilities. The District must be listed as an additional insured by using an endorsement providing additional insured coverage for accidents and claims arising out of Vendor's services on or use of school facilities such as ISO endorsement CG 2026 or its equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance. The certificate of insurance must describe the services provided by the Vendor that are covered by the liability policies. At the District's request, Vendor will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, Vendor will provide a copy of the policy endorsements and forms.

Vendor hereby indemnifies and holds harmless the District for any applicable deductibles and self-insured retentions, all of which are the sole responsibility of Vendor, to the extent not covered by the applicable policy.

Vendor acknowledges that failure to obtain the foregoing insurance on behalf of the District constitutes a material breach of contract and subjects Vendor to liability for damages, indemnification and all other legal remedies available to the District. Vendor must provide the District with proof satisfactory to the District that the above requirements have been met, at least, 10 days prior to the first day of Vendor's services on or use of school facilities. The failure of the District to object to the contents of the certificate or the absence of same will not be deemed a waiver of any and all rights held by the District.

The District is a member/owner of the New York State Schools Insurance Reciprocal ("NYSIR"). Vendor acknowledges that the procurement of that insurance as required herein is intended to benefit not only the District, but also NYSIR as the District's insurer.

3. Permits: If Vendor will be using a food truck or providing and/or catering the event, Vendor must provide the District with applicable permits at least 10 days prior to the first day of the Vendor's services on or use of school facilities.

4. Defense and Indemnification: To the fullest extent permitted by law, Vendor indemnifies and will defend (with counsel selected by the District) and hold harmless the District, its employees, agents, representatives and members of its Board of Education from any and all liabilities, losses, costs, damages, and expenses (including, but not limited to, reasonable attorneys' fees and disbursements) arising from any claims, disputes or causes of action of whatever nature arising, in whole or in part, out of or in connection with Vendor's services on or use of the school facilities including, but not limited to, services provided on the use of the school facilities by Vendor's employees, agents, representatives, contractors and subcontractors. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from Vendor pursuant to the provisions of this paragraph, the District will promptly notify Vendor of the legal proceeding, claim or demand, and give Vendor an opportunity to defend and settle same without any cost to the District. The District will extend reasonable cooperation to Vendor in connection with the defense, which will be at the expense of Vendor. In the event that Vendor fails to defend the District within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and Vendor will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify Vendor of a legal proceeding, claim or demand will not relieve Vendor of any obligation that Vendor has pursuant to this paragraph unless and only to the extent that the failure to notify Vendor materially prejudices Vendor. Vendor agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld). All of the provisions of this paragraph will survive the termination of expiration of the Vendor's use of the school facilities.

The undersigned Vendor hereby represents that the information provided on this Vendor Attachment to Application For Use of School Facilities ("Vendor Attachment") is true and accurate and acknowledges that he/she has read and agrees to

comply with and be bound by all of the terms and conditions set forth on this Vendor Attachment, including the indemnification provision. If the undersigned is signing on behalf of an organization, undersigned confirms that he/she is authorized by the organization to sign this document on behalf of the organization.

Signature of Vendor (Individual or Organization's Representative)

Date Submitted

Print Name of Vendor (Individual or Organization's Representative)

Title of Organization's Representative