

Principal's Approval Signature (when applicable)

\* Indicates a required field.

\*Will an admission fee be charged? Y or N  
If yes, what will proceeds be used for?

Today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

\*Event Name: \_\_\_\_\_

\*THIS IS A: \_\_\_\_ SCHOOL-SPONSORED EVENT  
\_\_\_\_ NON-SCHOOL GROUP \_\_\_\_ FOR PROFIT ORG.  
\_\_\_\_ NON-PROFIT ORG.

\*Organization Name: \_\_\_\_\_

\*Applicant Name: \_\_\_\_\_

\*Event Contact Name: \_\_\_\_\_

\*Contact Email Address/Phone Number

\*Applicant Email/Phone Number

\*DESCRIPTION OF EVENT ACTIVITIES – Please provide a brief description of activities taking place at this event. Please be very specific.

\*EVENT ACTIVITIES CONT'D.

\*SCHOOL BUILDING REQUESTED

\*ROOM(S)/FIELD(S) REQUESTED

\*DAY(S): M T W Th F Sat Sun (CIRCLE ALL THAT APPLY)

\*EVENT DATE(S)

\*HOURS OF USE (FROM/TO)

TIME BLDG TO BE OPENED (NO MORE THAN 15 MINS. PRIOR TO EVENT)

\*ARE ANY OUTSIDE VENDORS BEING HIRED FOR THIS EVENT? \_\_\_\_ YES \_\_\_\_ NO

IF YES, PLEASE LIST EACH VENDOR BELOW AND PROVIDE THE REQUIRED INSURANCE FORMS FOR EACH.

\*VENDOR NAME

VENDOR NAME

VENDOR NAME

CUSTODIAL SERVICES NEEDED

AV/SOUND SERVICES, ETC. NEEDED

Will food and/or equipment be brought onto school grounds? \_\_\_\_ Yes \_\_\_\_ No

If yes, please list items and explain use \_\_\_\_\_

Safety Monitor Requested \_\_\_\_ Yes \_\_\_\_ No

(Charges may apply) Safety Monitors are required when students will be participating in the event.

PLEASE BE ADVISED THAT ALL REQUESTS FOR FACILITIES USAGE ARE SUBJECT TO FINAL APPROVAL BY THE BUILDING PRINCIPAL AND THE FACILITIES DEPARTMENT. THE BOARD OF EDUCATION MAY AT ITS DISCRETION CANCEL THIS PERMIT AT ANYTIME.

The undersigned is over 21 years of age and has read this form in its entirety and agrees to comply. The undersigned agrees to be responsible to the District for the use and care of the facilities. The undersigned on behalf of \_\_\_\_\_ does hereby

Name of Organization

covenant and agree to defend, indemnify, and hold harmless the 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 the District's property, facilities and/or services including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of the above-named organization. He/she on behalf of the above-named organization understands and agrees that its use of the District's 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'). He/she on behalf of the above-named organization agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any incidental areas.

Signature of Organizations Representative

Print Name

Date

Signature of Scarsdale Schools Representative

Date

(Revised 11/2023)

**Facilities Department  
RENTAL AGREEMENT**

**Pursuant to Scarsdale Board of Education Policies 1500 & 1500-R regarding Public Use of School Facilities**

1. The public schools are primarily designated for the education of the District's school children. However, they may be available for use by a non-school group provided:
  - not less than 50% of the membership of such group consists of District residents, and
  - such group generally serves other needs of children and/or the welfare of the District

2. Applications from non-school groups who will charge admission or raise funds will be considered only if the net proceeds are to be applied for educational or charitable purposes as required by law.

3. **No intoxicants of any kind or smoking, use of tobacco products or E-cigarettes are allowed in school buildings or on school grounds at any time.**

4. All Facilities users and any outside vendor/organization must provide the following insurance prior to using the facilities.

**FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF PERMIT OR DENIAL OF FACILITIES USE REQUEST**

Notwithstanding any terms, conditions, or provisions in any other writing between the parties, the facilities 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 New York State Disability Insurance.

The policy naming the District as an additional insured shall:

- Be an insurance policy from an A.M. Best A- or better rated insurer who is licensed and admitted 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 noncontributory 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 shall be provided with standard or other endorsements that extend coverage to the District (CG20 26 or equivalent). A completed copy of the endorsement must be submitted with the Certificate of Insurance (ACORD Form) to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.

The facilities user agrees to indemnify the District for any applicable deductibles or self-insured retentions.

Minimum Required Insurance – The amount of insurance required depends upon the type of activity.

General Liability/Umbrella/Excess (GL/U/E) can be combined as follows to meet required amounts.

- **General use** - \$2,000,000 each occurrence/\$3,000,000 aggregate
- **Athletic Activities** - \$4,000,000 each occurrence/\$5,000,000 aggregate
- **Rec. Camps** - \$6,000,000 each occurrence/\$7,000,000 aggregate
- **Carnivals** - \$11,000,000 each occurrence/ \$13,000,000 aggregate.

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

Statutory Workers' Compensation (C-105.2 or U-26.3) and NYS Disability Insurance

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.

5. The 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 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.
6. **The Facilities user is to provide the District with the required insurance documents prior to the scheduled use of the facilities. Failure to do so prior to use will result in the denial of the application request/permit. The District is not responsible for delays and conflicts in booking the facility caused by the failure of the user to submit the appropriate documentation.**
7. Users will be charged rental fees and for necessary custodial services if a custodian is not otherwise assigned to the building during the usage period. A schedule of charges can be obtained from the District website. Charges will be based on space, time and services, as well as the number of custodians assigned for setup and cleanup. There will be a 4-hour minimum charge if a custodian is required to open school. If time or space use is increased, or if more labor is required, charges will be increased accordingly. **The event must be cancelled by notifying the Facilities Department directly at least 24 hours before the scheduled start time, or custodial overtime charges will be incurred.**
8. All permits for the use of any school facility will be issued for specified hours, are non-transferable and are restricted to the specified purposes for which issued.
9. This agreement is between the District and the above named facility user only. If at any time, the facility user listed above brings in an outside organization and/or vendor, they must comply with the insurance requirements as stated above. The required insurance documents must be provided to the District before any other entity besides the facility user is allowed on District property. The signed acknowledgement confirms that the organization/vendor has read the agreement in full and will comply with the District's requirements.