

SCARSDALE UNION FREE SCHOOL DISTRICT

Facilities Department

RENTAL AGREEMENT

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 alcoholic beverages, illegal drugs, or smoking are allowed in school buildings or on school grounds at any time.**
4. **The Board of Education requires users of a District facility to provide evidence of liability insurance in the amount of \$1,000,000 (aggregate \$2,000,000) covering the facility and its use.** AN ORIGINAL CERTIFICATE OF INSURANCE SHALL BE FURNISHED BY THE APPLICANT PRIOR TO USE OF THESE FACILITIES. The Certificate must indicate that the SCARSDALE UNION FREE SCHOOL DISTRICT IS THE CERTIFICATE HOLDER AND AN UNRESTRICTED ADDITIONAL INSURED. The policy naming the District as additional insured must be from an A.M. Best rated "secured" New York State licensed insurer, must also contain a 30 day notice of cancellation, and state that the organization's coverage shall be primary and non-contributory for the District, its Board, and employees and volunteers. The additional insured status shall be provided using ISO endorsement CG20 26 or its equivalent. The user agrees to indemnify the District for any applicable deductibles and self-insured retentions. 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 user is to provide the District with a certificate of insurance and additional insured endorsement that evidences 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. ***A rental application submitted without a certificate of insurance and Form CG20 26 will be returned to the applicant. The District is not responsible for delays and conflicts in booking the facility caused by failure of the user to submit the appropriate documentation.***
5. 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 are based on space, time and services, as well as the number of custodians assigned for setup and cleanup. There will be a 3-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.***
6. 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.
7. 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.

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 and agrees to comply with them. The undersigned agrees to be responsible to the District for the use and care of the facilities. The undersigned on behalf of _____

_____ Name of Organization
does hereby 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 Districts 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

Phone number