

MOUNT SINAI UNION FREE SCHOOL DISTRICT – FACILITIES USE AGREEMENT

Name of Organization/Individual: _____
 Address of Organization/Individual: _____
 Email: _____ Phone: _____
 Name of Sponsor Organization: _____ Phone: _____
 "Day of" Contact Person: _____ Phone: _____
 School/Area Requesting: Indoor: Elementary - Middle - High (*circle one*) Outdoor: Elementary - Middle - High - Fields (*circle one*)
 Facility Requesting (*check one*): Athletic Field Turf Field Auditorium Classroom Cafeteria Gymnasium Other
 Dates Requested: _____ Times Requested: From _____ To _____ Event Time: From _____ To _____
 Equipment Requested: (*you will be notified of the fee*) _____
 Purpose/Activity: _____ How it benefits the community: _____
 # of Participants: _____ Open to Public? Yes No Admission Fees (*how much?*): _____
 Proceeds Used for: _____ Donations Anticipated to SBO as Sponsor: _____

AGREEMENT:

The undersigned is over 21 years of age, has read the form and attached regulations, and has agreed to comply with them. I HAVE READ THE FRONT AND BACK OF THIS FORM AND AGREE TO ALL ITS TERMS. BUILDING USE FEES MUST BE FORWARDED TO THE PERSON GIVING PERMISSION TO USE THE FACILITIES ONCE NOTIFIED OF APPROVAL. THE DISTRICT MUST RECEIVE THE FULL PAYMENT FOR USE WITHIN FIVE (5) DAYS OF APPROVAL. PAYMENT MUST BE IN THE FORM OF A CHECK, MONEY ORDER, CERTIFIED CHECK MADE PAYABLE TO "MOUNT SINAI SCHOOL DISTRICT".

Signature of Organization's Representative/Date _____ Insurance Policy # and Expiration _____

Routing	Calendar Checked	Yes	No	
Administrator's Recommendation		Approved	Not Approved	
District Office Recommendation		Approved	Not Approved	
Level of User (<i>circle one</i>)		1	2	3 4

White-District Office Pink-Business Office Yellow-Building Principal Green-Plant Facilities Manager Goldenrod-Originator

MOUNT SINAI UFSD – INSURANCE REQUIREMENTS AND AGREEMENT

- A certificate of insurance that provides for and demonstrates a specific endorsement, naming the Mount Sinai Union Free School District and the Board of Education as an additional insured in compliance with ISO endorsement CG 2026 or its equivalent must accompany this form.
 - > Such insurance shall be from an A.M. best rated "secured" NYS admitted insurer; provide for 30 days notice of cancellation to the additional named insured; have a minimum coverage of \$1,000,000 for all liability, property damage, personal injury and medical expenses.
 - > The policy naming the District as an additional insured shall be an insurance policy for (a) an A.M. best rated "secured" New York State licensed insurer; (b) contain a 30 day notice of cancellation; (c) state that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers; (d) additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent
- The District reserves the right to exercise complete and non-reviewable discretion regarding what constitutes adequate insurance coverage for each proposed use. The failure of the District to object to the contents of the certificate, endorsement, insuring language or the absence of the same shall not be deemed a waiver of any and all rights held by the District.
 - All users must provide the applicable insurance prior to using facility evidencing a policy in force for the time period applicable to the use requested. The user agrees to name the District as an unrestricted additional named insured with proper proof of endorsement on the user's policy.
 - The user agrees to indemnify the District for any applicable deductibles. Commercial General Liability Insurance \$1,000,000 per occurrence/\$2,000,000 aggregate.
- User acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it, the user, to liability for damages, indemnification as well as costs and fees and all other legal remedies available to the District. The user's privilege to use and access the grounds, fields and buildings are immediately terminated upon a failure to maintain or upon the cancellation of any insuring agreement mentioned herein. The District must be named as a party who receives notice of all cancellations of the policy.
 - The user's insurance shall be primary insurance for all purposes including but not limited to indemnification and defense.
 - A completed and signed hold-harmless form shall also accompany all requests for use.

HOLD HARMLESS AGREEMENT (MUST BE COMPLETED WITH APPLICATION)

_____ (Name of Facility User) does hereby covenant and agree to defend, indemnify and hold harmless the Mount Sinai Union Free School District, its Board of Education individual trustees, employees and volunteers from and against any and all liability, loss, damages, claims, or actions (including costs and attorney's fees) for any claim including but not limited to bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed or ancillary use of Mount Sinai School District's property, facilities and/or Mount Sinai School District's services and/or the activities, functions, events, affairs or proceeding of the user. This is a continuing agreement.

Dated: _____ Signature of User _____ Mount Sinai Union Free School District _____