



**CONTRACT FORM FOR USE OF SCHOOL FACILITIES**

**THIS FORM MUST BE SUBMITTED TO THE FACILITIES DIRECTOR FOR APPROVAL AT LEAST THIRTY DAYS PRIOR TO THE EVENT IN ORDER FOR YOUR REQUEST TO BE PROCESSED. PLEASE REFER TO THE SCHOOL CALENDAR FOR PREVIOUSLY SCHEDULED SCHOOL EVENTS WHICH WILL TAKE PRECEDENCE.**

NAME AND ADDRESS OF ORGANIZATION

\_\_\_\_\_

\_\_\_\_\_

NAME OF INDIVIDUAL COMPLETING THIS FORM OR PERSON IN CHARGE \_\_\_\_\_ Phone No. \_\_\_\_\_

DATE OF ACTIVITY \_\_\_\_\_ ACTIVITY TIME: START \_\_\_\_\_ END \_\_\_\_\_

TYPE OF ACTIVITY \_\_\_\_\_

ADMISSION FEE \$ \_\_\_\_\_ PURPOSE OF PROCEEDS \_\_\_\_\_

<u>Check Facilities Needed</u>	<u>Fee*</u>	<u>Equipment and/or Supplies Needed</u>	<u>Custodian</u>	
			Yes	No
Gymtorium _____	_____	_____	_____	_____
Cafeteria _____	_____	_____	_____	_____
Library _____	_____	_____	_____	_____
Classroom _____	_____	_____	_____	_____
Athletic Field _____	_____	_____	_____	_____

*\*See Fee Schedule (attached). Payment is due one week prior to single event. A deposit equal to 50% of fee is required one week prior to first event in a series. Final payment is due at the time of last scheduled activity.*

The above named organization accepts full responsibility for the facilities, equipment and supplies and agrees to abide by the regulations on the attached sheet and other rules established by the Board of Education.

The organization hereby agrees that it will pay for the replacement or repair of any damaged property when said damage occurs during the use of the facilities by the organization. Further, the organization hereby agrees to hold harmless the Board of Education, the school district and its employees from any act of negligence resulting from the use of facilities.

Community groups must furnish a Certificate of Insurance with an attached endorsement naming the Garrison Union Free School District as an additional insured. Required insurance will be general liability and excess liability at a coverage rate acceptable to the school. Auto liability and Worker's Compensation insurance will be required when applicable. Final approval of this contract is pending receipt of Certificate of Insurance and additional insured endorsement form. SEE ATTACHED INSURANCE REQUIREMENTS.

\_\_\_\_\_  
Director of Facilities Approval/Date

\_\_\_\_\_  
Applicant's Signature/Date

\_\_\_\_\_  
Chief School Administrator Approval/Date

Amount Due: \_\_\_\_\_

**PLEASE RETURN THIS FORM (SIGNED) TO THE FACILITIES DIRECTOR.**



## **RULES AND REGULATIONS**

### **Community Use of School Facilities**

Organizations and groups of the school and its community shall be permitted and encouraged to use school facilities for worthwhile purposes when such uses will not interfere with the school program. All arrangements shall be consistent with Section 414 of the State Education Law.

### **Eligible Groups and Organizations and Fees Per Use**

1. Groups whose functions are directly related to the work and promotion of the public schools may use school facilities without charge or fee. These groups include students, school employees, the Board, the PTA and citizen advisory groups and task forces.
2. Garrison area community organizations or groups may use district facilities without rental fee providing they do not charge for participation in the activity or admission to performances and games. These groups will be charged if set-up or clean-up is required before or after the event.
3. Garrison area community organizations or groups who do charge for participation in the activity or admission to performances and games may rent district facilities according to the approved building use rate, and will also be charged if set-up or clean-up is required before or after the event.
4. Every group using the gymnasium for an event at which a crowd of more than 100 is expected must contact the Sheriff's Department to employ a police officer to direct traffic.
5. Use of special equipment such as movie projector, spotlights, piano, electric scoreboard, home economics room furniture, stage equipment, etc., is not included in the use of the auditorium unless by special permission of the Board of Education.
6. Groups using special equipment must secure the services of authorized school personnel thoroughly familiar with the equipment.
7. If special decorative effects are to be erected, they must be taken down and removed by the group using the gymnasium as soon as possible following the events. Unusual decorations or construction including nailing of wood floors, walls, etc. is prohibited unless by special permission of Board of Education. Following use of the facilities, all rooms, halls and other parts of the facility will be returned to the condition in which they were found.
8. The gymnasium capacity is 500.
9. The contract form must be signed by an authorized member of the community organization or a resident of this district who is a member of the sponsoring group requesting to rent the facilities. In case the person in charge is changed, the organization must report that fact in writing immediately to the Board of Education.
10. Loudspeakers are prohibited at Sunday outdoor activities.
11. Political advertising by any means is prohibited on school property.
12. It shall be the duty of each group or organization using the school gymnasium or school rooms to assume the responsibility for enforcement of the New York State regulation that there shall be no smoking or intoxicants within the school building or on school property. This applies to both performances and rehearsals.



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### **IMPORTANT**

- The committee in charge must make an announcement, during the evening of the event, of the rule prohibiting smoking in the school building or on school property or have such an announcement printed on the program.
13. It is agreed that the Garrison Board of Education or its appointed representatives shall be the sole judge or judges as to the amount of damage an organization has done to school facilities. The Board shall also have the power to assess organizations which are or have been under contract to use school facilities that were subsequently found to be lost, stolen, or damaged during the time of the contract.

### **FIRE EMERGENCY PROCEDURES**

1. When the fire alarm signal sounds, all individuals must exit the building according to the directions posted in each room or general areas. (In classrooms, the person in charge should close the lights, windows and doors). No one should remain in the building.
2. Everyone must move far enough away from the building to be out of danger and must leave roadways clear.
3. The Fire Chief or designee will determine whether or not the building is safe for re-entry. The building should not be re-entered without his/her approval.



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**EVACUATION PROCEDURES FOR A FIRE EMERGENCY**

New York State law requires that the person in charge of any after-school program, event or performance, which takes place in a school and which is attended by persons who do not regularly attend classes within the school, must notify such persons in attendance at the beginning of such program, event or performance of the proper procedures to evacuate the building in an orderly and timely manner in the event of a fire emergency. A copy of these fire safety regulations is described in the previous page. Please indicate below the name of the person in charge who will assume responsibility for reviewing fire emergency procedures with attendees at your program. Please return this form along with the completed Contract Form to the Garrison Facilities Office.

NAME \_\_\_\_\_



**ADDENDUM: AGREEMENT FOR USE OF GARRISON FIELDS BY OUTSIDE AGENCY**

1. User agrees to use field for approved dates only. Any additional games or make-up games must be approved by the district.
2. User agrees not to make any changes to field without authorization from the district.
3. District reserves the right to cancel games due to inclement weather or adverse conditions.
4. User agrees to make provisions to collect any garbage and remove same from the premises after the game.
5. Should it become necessary for district personnel to clean up after a game or repair damage caused by the user, user will be billed and agrees to pay for Garrison staff time which shall be on an overtime basis.
6. Any questions regarding specific use of field should be addressed to the Facilities Director.

Agreed \_\_\_\_\_  
User's Representative

Date \_\_\_\_\_





## FEE SCHEDULE

### **GYMITORIUM OR CAFETERIA**

#### Monday-Friday 3:15 p.m. – 10:00 p.m.

Rental	\$15/hour (\$45 minimum)
Custodial services (set-up or clean-up, if required)	\$40/hour

#### Weekends and Contractual Holidays

Rental	\$15/hour (\$45 minimum)
Custodial services	\$40/hour



## INSURANCE REQUIREMENTS - USE OF FACILITIES

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the District as an additional insured on the permittee's insurance policies.
- II. The policy naming the District as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
  - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
  - **The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.**
  - At the District's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
- III. The permittee agrees to indemnify the District for any applicable deductibles and self-insured retentions.
- IV. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- V. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with coverage for athletic participants.
- VI. Permittee 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 permittee is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
- VII. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.



