



**For use of the school facility, the organization and its users agree to abide by the following regulations:**

1. When the Lancaster Central School District is on a contingency budget there will be a \$20.00 application fee for each building use form submitted.
2. A custodian must be on duty. Any salary for a custodian beyond normal working hours must be paid for by the organization using the facility.
3. Use of kitchen equipment/appliances requires the presence of a Lancaster Central School District cafeteria employee. The kitchen use and catered events application must be used for any kitchen and/or cafeteria requests. The salary of this employee must be paid for by the organization using the facility.
4. Use of auditoriums for plays, etc. which require audio video equipment, lights, curtains, stage, etc. requires the presence of a Lancaster Central School District employee. The salary of this employee must be paid for by the organization using the facility.
5. The organization and/or its users agree that the facilities they use will be left in the condition that they were found. If any additional cleaning and/or repairs/damages are necessary, all charges will be the responsibility of the organization and/or its users. Any necessary repairs may only be performed by authorized district personnel and/or its contractors.
6. All safety and fire prevention measures and laws are to be observed at all times. No person may possess any firearm or weapon on school grounds and are not permitted in any District building.
7. Proper supervision must be maintained at all times.
8. Alcohol, drugs, use of tobacco, smoking, and/or vaping are prohibited on school grounds and are not permitted in any facility or on any grounds owned by the district. Such use is in violation of NYS Public Health Law and the Federal Pro-Children Act of 1994.
9. **INSURANCE REQUIREMENTS:**
  - a. A **Certificate of Insurance** must be provided with the Lancaster Central School District, 177 Central Avenue, Lancaster, NY 14086 as the certificate holder when you submit this signed application. The description of operations box must include the group name and activity.
  - b. **Additional Insured:** Coverage in the sponsoring group's Commercial General Liability and Umbrella/Excess Liability (if applicable) policies or coverage sections shall be written or endorsed so as to apply to the following **additional insured on a primary and non-contributory basis: "Lancaster Central School District and its employees, volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education."** The Certificate must reference the policy form(s) being used to achieve this additional insured status on a primary and noncontributory basis.
  - c. **Certificate of Insurance** must have the required insurance coverage shown below with carriers with an A.M. Best rating of A- or higher and licensed as "admitted" carriers by NYS Insurance Department. Limits applicable shall be the greater of those indicated below or the amounts carried by the organization requesting use of District facilities:
    - i. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury and property damage liability.
 

1. General Aggregate	\$2,000,000
2. Products & Completed Operations Aggregate	\$1,000,000
3. Personal & Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000
    - ii. *If higher risk activities* are involved (i.e. **athletic activities**), then **Umbrella or Excess Liability** coverage is required:
 

1. Per Occurrence	\$1,000,000
2. Aggregate	\$1,000,000
  - d. The School District reserves the right to modify the requirements herein, including limits, based on circumstances involved, including but not limited to the nature of the risk involved, prior experience, insurer, or coverage.
  - e. **Unmanned aircraft:** *If* the activities of applicant's organization involve use of unmanned aircraft (aka drones) while on District property, proof of applicable liability insurance coverage must be provided to the District for approval.
10. **Indemnification:** To the fullest extent permitted by law and by this agreement, the organization shall defend, indemnify and hold harmless the district and its agents, servants, and consultants, and any of their employees, officers, directors, and trustees from and against any claims, liability, loss, damage and expense, including reasonable collection expenses, attorney's fees and court costs (collectively "claims") which may arise or be incurred as a result of the acts or omissions of the organization, its members, agents servants, or consultants and any of their employees, officers, or directors. This indemnification includes but is not limited to (i) Claims attributable to any breach of the Agreement, (ii) Claims attributable to bodily injury, sickness, disease, or death, and (iii) claims attributable to, damage to, tangible property including loss of use resulting therefrom, which claims are caused by, or arise out of, or are connected with, or are claimed to be caused or arise out of or be connected with, the performance of the organization's obligations under this agreement by the organization, its members, agents, servants or consultants or any of their employees, officers or directors, or any accident or occurrence involving the organization, its members, agents, servants, or consultants or any of their employees, officers or directors, including, but not limited to, claims caused by a negligent act or omission. This indemnity does not extend to that part of any claim arising from the gross negligence of the district. The provisions of this section will survive termination of this agreement
11. The district reserves the right to cancel any scheduled event.
12. Types of organizations and priority for scheduling use of district property and/or facilities:
  - a. School organizations (student, employee, or parent).
  - b. Co-sponsored organizations (Community Education; Lancaster Town Recreation Department, Depew Recreation Department & YMCA).
  - c. Resident groups or clubs from within the district, which are not co-sponsored groups.
  - d. Non-resident or "for profit groups or organizations" to the extent permitted by law.

1. APPLICANT'S Signature: \_\_\_\_\_ DATE: \_\_\_\_\_

2. PRINCIPAL'S APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Forward to director of facilities

3. DIRECTOR OF FACILITIES: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Forward to assistant superintendent for business & support services

4. ASSISTANT SUPERINTENDENT FOR BUSINESS & SUPPORT SERVICES: \_\_\_\_\_ DATE: \_\_\_\_\_  
 Forward to athletic office