

Manhasset Public Schools**Attention: Frederick Bruder****District Director of School Facilities****200 Memorial Place****Manhasset, NY 11030****Phone: (516) 267-7720**

Date: _____

FOR DISTRICT USE ONLY:Permit Issued: Yes ☐ No ☐

Date Entered in Schooldude: _____

Entered into system by: _____

Schooldude Reference #: _____

Application requires Supplemental Agreement:

Yes ☐ No ☐**Application for Use of Meeting Space**

Please complete this form no later than 30 (thirty) days and no sooner than six (6) months prior to date requested and submit to address above.

A. ORGANIZATION INFORMATION

1. Name of Organization(s): _____

Authorized Representative: _____ Title: _____

Email Address: _____

Phone: (Home): _____ (Work): _____ (Cell): _____

B. EVENT INFORMATION

1. Facility being requested: _____

2. Date(s): _____ Day(s) of Week: _____ Set up Begin Time: _____

Date(s): _____ Day(s) of Week: _____ Breakdown End Time: _____

3. Purpose of Event /Title of Event/Activity: _____

C. SPECIAL REQUIREMENTS (public address, lighting, projector, etc.)? Yes ☐ No ☐

If yes, list type of equipment: _____

D. INSURANCE Attached: Yes ☐ No ☐

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the facility user hereby agrees to effectuate the naming of the Manhasset School District and Board of Education as an Additional Insured on the facility user's insurance policies, except for workers' compensation and NYS Disability insurance.

2. The policy naming the Manhasset School District and Board of Education as Additional Insured shall:

a. Be an insurance policy from an A.M. Best A-rated or better insurer.

b. State that the organization's coverage shall be primary and non-contributory coverage for the Manhasset School District, its Board, employees and volunteers. It is the intent of this agreement that additional insured status shall cover and extend to property and facilities including, but 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.

- c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3. The certificate of insurance must describe the services provided by the facility user that are covered by the liability policies.
4. The facility user agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with no exclusions for athletic participants.
 - b. **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.
 - c. **Workers' Compensation and NYS Disability Insurance (For Organizations with Employees)**
Statutory workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the NYS 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.
 - d. **Umbrella/Excess Insurance**
 - **General Use**
\$1,000,000 each occurrence and aggregate. Umbrella/excess coverage shall be on a follow-form basis over the required general liability coverage.
 - **Athletic and Recreational Camps**
\$5,000,000 each occurrence and aggregate. Umbrella/excess coverage shall be on a follow-form basis over the required general liability coverage.
 - **Carnivals and Firework Displays, etc.**
\$10,000,000 each occurrence and aggregate. Umbrella/excess coverage shall be on a follow-form basis over the required general liability coverage.
6. The facility user acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The facility user is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the event.

Insurance must be approved by the Deputy Superintendent for Business and the district's insurance carrier.

E. NON-COMMERCIAL PURPOSE

District facilities may not be used in furtherance or for the operation of a business or commercial activity.

F. SECURITY

1. Access doors to the school buildings must remain locked and closed at all times.
2. A security guard employed by the District must be posted at the designated access door to the school building being used. The security guard is responsible to ensure that the only individuals allowed to enter the building are the participants in the designated activity.
3. **Applicant agrees to pay the District the cost of the security guard.**

4. Failure to follow these security procedures may result in immediate forfeiture of the permit as well as denial of future permit applications, solely in the discretion of the Board.

G. RELEASE, INDEMNIFICATION, and HOLD HARMLESS AGREEMENT – Must be included as part of the Application for the duration of the COVID-19 pandemic

A Release, Indemnification and Hold Harmless Agreement, in the form as attached, must be signed and provided as part of this application.

H. CERTIFICATION

The undersigned, as applicant, hereby makes an application on behalf of {entity}:

I certify that I am a Manhasset School District resident.

I have read and am familiar with Public Use of School Facilities, Policy #1500 and Regulation #1500-R, and, Public Conduct on School Property, Policy #1520, and agree that our organization will abide by them.

All activities to be conducted under the Application will be limited to the approved uses set forth herein and all such activities shall be in compliance with the permissible uses of school property as set forth under Board policies. While on school grounds, Applicant and its employees, agents and/or assigns shall obey all District rules and regulations, including applicable restrictions on the use, distribution or display of commercial or promotional advertising or media, and must follow all reasonable directives of the District's administrators and employees, and shall not deny to any person participation in the use of school facilities on the grounds race, color, creed, religion, religious practice, national origin, ethnic group, disability, weight, sexual orientation, gender, gender identity, sex, age or marital status.

I understand that forty-eight (48) hour notice of cancellation must be given if the group is unable to appear. Failure to do so will incur custodial expenses as scheduled. Applicant shall not assign or otherwise transfer, delegate or subcontract any of its rights or obligations hereunder, without the District's prior written consent.

No donations or contributions may be solicited or collected on school premises, unless specific permission is requested and granted in the permit.

I understand that in the event that schools are closed, the permit will be deemed cancelled.

I understand that the approved permit must be made available for inspection by the District for the entire duration of the approved event or activity. Failure to produce the permit upon request may result in a forfeiture of Applicant's use.

By signing and submitting this application, I confirm that all information submitted is true and accurate to the best of my knowledge and belief. I acknowledge that it is a crime to make false statements on a government document, file a false instrument or steal government services. The District reserves the right to initiate civil or criminal action where appropriate, including but not limited to, fraud and/or perjury, in the event of such falsification.

Applicant does covenant and agree to defend, indemnify and hold harmless the Manhasset UFSD from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees), including but not limited to 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 Manhasset UFSD property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of Applicant. Applicant understands and agrees that, for purposes of this paragraph, its use of Manhasset UFSD'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"). Applicant agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

Applicant's Signature: _____ Print Name: _____

Organization: _____ Title: _____

Address: _____ Phone: _____

Email: _____

FOR DISTRICT USE ONLY:

Date Permit Issued: _____

Manhasset Board of Education:

Signature of District Director of School Facilities

RELEASE, INDEMNIFICATION & HOLD HARMLESS AGREEMENT
(COVID-19)

This Release, Indemnification and Hold Harmless Agreement ("Agreement") is executed and made effective as of the ____ day of _____, 202__ ("Effective Date") by

(hereinafter referred to as "Applicant") in favor of and for the benefit of the Manhasset Union Free School District ("District"), the Manhasset Board of Education, and their officers, employees, coaches, and agents (collectively, "Releasees")

WHEREAS, the District has granted to Applicant a license and permission to use District facilities and premises ("Premises") pursuant to a facilities use permit ("Permit") for the purpose of conducting youth sports for children ("Activity"); now, therefore,

IN CONSIDERATION OF the license granted by the District to Applicant to conduct the Activity, and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged, and notwithstanding anything to the contrary contained in the Permit, the parties agree as follows:

1. Covenant as to Compliance with Applicable Laws and Regulations. Applicant, at its sole cost and expense, shall observe and comply with all requirements of every applicable and relevant law, ordinance, order, rule, protocol, guidance or regulation relating to the Activity and Applicant's use, occupation, possession and/or control of the Premises which may pertain to COVID-19, including but not limited to:

- CDC Guidelines
- NYS Education Department Guidance
- NYS Department of Health Guidance
- Nassau County Health Department Guidance
- OSHA Regulations
- NYS Department of Labor (PESH) Requirements
- NYS Empire Development Corporation

In addition, Applicant further covenants that it shall conduct the Activity in a manner designed to ensure that all participants in the Activity (including Applicant's enrollment and the parents/guardians) shall observe reasonably the foregoing rules, protocols and regulations.

2. Condition of the Premises. Applicant represents that the Premises have been fully inspected and thoroughly examined by or on behalf of Applicant and that Applicant is fully acquainted and familiar with the physical condition thereof. Applicant accepts the Premises in its "as is, where is" condition. The District has not made and does not make any representation, statement or warranty, express or implied, as to the condition of the Premises.

3. Applicant's Obligations as to Premises. At the cessation of daily use by Applicant, Applicant shall be responsible for cleanup of exterior grounds from debris and paper products incurred during such day's use of the Premises by Applicant.

4. District's Obligations. The District shall keep the structural portion of the Premises in good condition and repair including the walls (interior and exterior), foundations, ceilings, roofs, floors, as well as the driveways, sidewalks, and parking lots. District shall provide custodial services for Applicant's operations.

5. Assumption of Risk. Applicant acknowledges the Activity may expose Applicant and its officers, employees, coaches, and/or agents to certain risks including the potential risk of transmission of COVID-19 which is extremely contagious and spreads easily from person- to-person contact. Applicant acknowledges that operating or participating in the Activity could increase the exposure and risk of contracting COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death to Applicant's officers, employees, coaches, and agents, and to others. Applicant is voluntarily operating and participating in the Activity with knowledge of the risks, hazards, and other dangers involved and hereby accepts any and all risks of injury (including death) to Applicant's officers, employees, coaches, and agents arising out of or in any way connected with the Activity.

6. Release. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Applicant hereby waives any and all claims for damages for personal injury, death or other loss which Releasor and/or Releasor's heirs, executors or assigns may have or which may hereafter accrue as a result of operation of or participation in the Activity, and Applicant hereby releases, covenants not to sue and forever discharges the Releasees for and from such claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to the operation of or participation in the Activity by Applicant or its officers, coaches, employees, agents, and representatives.

7. Indemnification. Releasor, to the fullest extent permitted by law, shall indemnify, hold harmless, protect and defend Releasees from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of, resulting from or in connection with the Activity or Releasor's operation of or participation in the Activity, including but not limited to any claims asserted by Applicant and/or its officers, coaches, employees, agents, representatives and/or by any participants in the Activity, except to the extent caused by or attributable to the negligence or willful misconduct of the District or its officers, employees, coaches, and agents. Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever arising out of, resulting from or in connection with the Activity or Releasor's operation of or participation in the Activity, whether arising under the laws of any state, or under any theory of law or equity, Releasor will indemnify, hold harmless and defend Releasees from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against Releasees. Releasor understands and agrees that its obligation to indemnify, hold harmless and defend Releasees includes any claims based on the actions, omissions, or negligence of Applicant and/or its officers, coaches, employees, agents, representatives or participants, whether a COVID-19 infection occurs before, during, or after operation of or participation in the Activity, except to the extent caused by or attributable to the negligence or willful misconduct of the District or its officers, employees, coaches, and agents. Applicant's obligation to indemnify, hold harmless and defend Releasees hereunder shall survive the expiration or earlier termination of its Permit.

8. District General Liability Insurance Coverage; Creditworthiness of Arch Insurance Company. Applicant represents and warrants that at all times during the pendency of the permit the Applicant shall cause to be in effect general liability insurance (with coverages as indicated in the attached Certificate of Liability Insurance) from an insurance company rated in the "A" category by a rating/evaluation service and as to which District shall be a named insured with respect to the operations of the Applicant. Such general liability policy shall not contain a communicable disease exclusion.

The insurance of Arch Insurance Company as referenced in the attached is in full force and effect. Applicant represents that the current financial strength ratings of Arch Insurance Company are as follows:

S&P	Moody's	Fitch Ratings	A.M. Best Co
A+	A2	A+	A+

By their signatures below, the parties indicate their acceptance of all terms of this Release.

On Behalf of Applicant

By: _____
Name:
Title:

By: _____
President, Board of Education
Manhasset Union Free School District