

## **RULES AND REGULATIONS**

### **HOLD HARMLESS AGREEMENT (USE OF FACILITY)**

The above named organization hereby agrees to defend, indemnify and save harmless the Putnam Valley Central School District from and against and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense including counsel fees, to the extent permissible by law, arising out of the use of the facilities requested by the organization, its agents, servants, employees and/or its students. The facilities to be utilized have been inspected and found to be safe and acceptable for the purposes of the event to be held.

### **INSURANCE AGREEMENT – USE OF FACILITIES**

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to name the district as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers compensation.
- II. **The policy shall name the District as additional insured and:**
  - a. Be an insurance policy from an A.M. Best rated "secured," New York State admitted insurer;
  - b. Provide for 30 days notice of cancellation;
  - c. State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers
- III. The contractor/permittee agrees to indemnify the district for any applicable deductibles.
- IV. **Commercial General Liability Insurance:** \$1,000,000 per occurrence/\$2,000,000 aggregate **IS REQUIRED.**
- V. Contractor/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 contractor/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.

### **REGULATIONS AND TERMS FOR BUILDING USE**

**Illegal behavior and intoxicants** – Intoxicants shall not be brought onto school district facilities at any time. All posted rules and Board of Education policies must be adhered to. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.

**Prohibition on Smoking** – Smoking or other use of tobacco products is not allowed on district property.

**Telephone Access for Emergency Telephone Calls** – A public telephone is located inside each building. **The emergency telephone number for fire or police is 526-3300. The number for the state police is 914-737-7171.**

**Emergency Evacuation** – Prior to the start of the event, an announcement should be made regarding emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, use of fire alarms, etc.

**Unauthorized Use of Fields and Facilities** – Facilities are not available if in conflict with school use. No unauthorized vehicles are allowed on school property. No field or building alterations (lining of fields or gymnasiums, erecting permanent goal posts or structures etc.) are allowed without prior approval.

### **THE ORGANIZATION AGREES:**

1. That children are not permitted to attend an activity unless they are enrolled in that program or accompanied and chaperoned by a parent or guardian;
2. That it will be held responsible for care of the facilities and equipment and will pay for any damage beyond reasonable wear;
3. That the organization will be responsible for any littering of the facilities that have been used and that they will pay any custodial fees for cleanup;
4. That the organization will be responsible for any and all bodily injuries and/or property damage, as the Putnam Valley Central School District assumes no responsibility for accidents for injuries that occur during use of buildings and grounds by any outside agency pursuant to the Hold Harmless Agreement;
5. That the organization must provide proper insurance coverage for the event. Such policy must name the Putnam Valley Central School District as the additional insured pursuant to the Insurance Agreement;
6. That if the building custodian is made to stay past his normal working hours due to the use of the building by this organization, the organization will be charged for the custodian's time and the rate of one and one half the custodian's regular hourly rate;
7. That the rate for service of a custodian or kitchen worker on a Saturday is time and one half his or her regular hourly rate with a minimum four hour commitment;
8. **That the rate of service of a custodian or kitchen worker on a Sunday is two times (double time) his or her regular hourly rate with a minimum four hour commitment;**
9. The organization will pay the district's invoice within thirty (30) days.