



AKRON CENTRAL SCHOOLS

47 Bloomingdale Avenue
Akron, NY 14001
(716)-542-5006

1. Review the attached Akron Central School District Facility Use Requirements.
2. Completely fill out this form. **All three pages must be submitted.**
3. Submit all documents at least two (2) weeks prior to the date of activity to District Clerk, Bonnie Lee James: Akron Central Schools, 47 Bloomingdale Avenue, Akron NY 14001 (Phone: 716-542-5006) (Fax: 716-542-5018)

If your organization is a Non-Profit Organization from the Akron Community– attach IRS non-profit status letter to this request. (Without proof, it is assumed your organization is for profit and facility usage fees will apply.)

INFORMATION ABOUT GROUP

Name of organization or Individual: _____

Mailing Address: _____

Telephone: (Day) _____ (Night) _____

Email: _____ Today's Date: _____

INFORMATION ABOUT INTENDED USE OF SCHOOL DISTRICT FACILITIES

Building/Facility Requested: _____ Room(s): _____

Dates: From _____ to _____ Days of the Week: M TU W TH F SA SU

Hours: From _____ to _____ Estimated No. of Participants: _____ Adults: _____ Children: _____

Supervisor in Charge: _____

Mailing Address: _____

Telephone: (Day) _____ (Night) _____

Email: _____

Event Name/Purpose For Use: _____

Is equipment required? Yes _____ No _____

Please specify amount needed:

Table(s) [] Chair(s) [] Lights/Spotlights [] Microphone [] Projection System [] Other [] Specify _____

Is an admission fee charged? Yes _____ No _____

If so, what will proceeds be used for? _____

If refreshments are served, give details: _____

AKRON CENTRAL SCHOOL DISTRICT

The use of all District facilities shall be subject to the approval and rules of the Board of Education administered by the Board of Education or its designee. Every effort should be made to schedule use of facilities during normally staffed hours.

1. Organizations wishing to use District facilities shall first apply to the District Clerk on the prescribed form. The Board of Education or its designee has final authority on approval. **(NOTE: School buildings are not available for use on Sundays.)**
2. **Supervisors of the event should be aware that the entrance closest to the event location will be unlocked by maintenance 15 minutes in advance of the scheduled event time and will be locked 15 minutes following the scheduled event start time. The Organization MUST provide supervision at the entrance during the unlocked period.**
3. In the event of inclement weather, the District Clerk or his/her designee has the final authority on whether facilities are usable.
4. Intoxicants shall not be brought onto District facilities at any time.
5. All posted rules must be adhered to.
6. 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.
7. Any damage to District facilities shall be promptly repaired at the user's expense. No exceptions.
8. Organizations using the facilities must clean-up afterwards.
9. Permits may be revoked at any time.
10. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
11. **The fee for use is \$25.00/hour during normal staffed days - \$50.00/hour during non-staffed days**
12. **payable before the facility is reserved. Hourly rates are "per staff member assigned."**
13. The emergency telephone number for police and fire is 911.
14. Akron Central Schools is a tobacco Free school, **use of tobacco products is prohibited.**
15. 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.
16. The District does not discriminate on the basis of race, color, national origin, physical impairment or sex in its educational programs or employment services.
17. All users must provide the following insurance prior to using facilities.
 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 District as an Additional Insured on the facility user's insurance policies, except for worker's compensation and N.Y. State Disability insurance.
 2. The policy naming the District as an Additional Insured shall
 - a. Be an insurance policy from A.M. Best A-rated or better insurer.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the 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 rest solely with the District. A completed copy of the endorsement 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 New York State 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 million 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 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

*Carnivals and Fireworks Displays, etc.-\$10 million 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 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.

AGREEMENT:

_____ does covenant and agree to defend, indemnify and hold harmless the
(Name of facility user)

AKRON CENTRAL SCHOOL DISTRICT from and against any and all liability, loss, damages, claims or actions (including costs and attorney's fees) for 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 AKRON CENTRAL SCHOOL DISTRICT property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of

_____.
(Name of facility user)

_____ understands and agrees that its use of AKRON CENTRAL SCHOOL
(Name of facility user)

DISTRICT 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 area"). _____ agrees that its

(Name of facility user)

indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.

Signature of Organization's Representative

Date: _____

Telephone Number