

Worcester Central School

FACILITIES USE REQUEST

Dear Requestor:

On behalf of the Board of Education, we welcome your request to use school facilities. Please know that public school buildings and grounds are important community resources, and we encourage your use of them to the extent that such use does not interfere or compromise in any way the school program. Please also understand that school functions must have priority over all other events. Additionally, The legal use of buildings and grounds are governed by Education Law, Section 414. The Board of Education or its designee has sole power, within the law, to grant or deny use of school facilities and to fix regulations and reasonable fees for said use. The rules for public use are:

1. Meetings, entertainments, and occasions are permitted, even if admission fees are charged, when the proceeds are used for educational or charitable purposes; but shall NOT be permitted if said events and proceeds are under exclusive control and applied to the benefit of any organization other than U.S. military veterans or volunteer firemen.
2. The use of alcoholic beverages, tobacco products, controlled drugs, and weapons of any kind is prohibited by organizations and persons using school facilities.
3. Political organizations are prohibited by law from using school facilities until such time as authorized by voters of the district at a Special District Meeting called upon by petition of 10% of the voters.

Requests for facility use must be filed with the District Office and must be submitted, in writing, not less than twenty (20) and no more than (sixty) 60 school days prior to the date of the event for which facilities use is being requested.

Facilities such as the kitchen, the auditorium, and other areas that may include the use of special equipment, shall require an approved district employee knowledgeable of that equipment be on duty during periods of public use of the equipment.

The sponsoring organization or persons using school facilities shall be responsible for:

- Securing one (1), full-time, WCS faculty member (teacher or LTA), or two (2) WCS staff members, to voluntarily attend and chaperone the entire event;
- set-up and tear-down of all spaces and equipment used during the activity;
- leaving all spaces used in the same condition as they were found before use;
- building security; and
- the cost of repair any and all damage caused during the activity.

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The School District may, as needed, cancel any scheduled event and will provide advance notice of such cancellation to the greatest extent possible.

I wish you the best of luck with your activity.

Cordially,

Timothy Gonzales
Superintendent

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All fields must be completed.

Sponsor Name/Organization: _____ Date of Activity: _____

Activity Time: _____ to _____ Set-up time: _____ Clean-Up Time: _____

Purpose of Activity: _____

Person Responsible: _____ Phone: _____

E-Mail: _____

Secondary Contact: _____ Phone: _____
(Required)

E-Mail: _____

WCS Staff Volunteer(s)/Chaperone(s):

Estimated Attendance: _____

Will admission be charged? _____ If "yes," Non-Profit Certification must be attached.

Will food and / or beverages be served/provided during this event? _____

Space and equipment requested, or describe the activity so appropriate space(s) can be assigned:
(The requestor is responsible for set-up and tear-down/clean-up.)

The undersigned agrees to abide by all District rules and regulations

Signature: _____ Date: _____

Print Name: _____

Office Use

____ **Approved:** _____

____ **Not Approved:** _____

Superintendent _____ **Date:** _____

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INSURANCE NOTICE AND WAIVER OF LIABILITY

When applicable, this notice and waiver of liability must be signed by applicant before building use is approved. Please note that this does not include use of the District's facilities by officials or employees of the District, when that use is within the scope of their official duties.

The District liability policy covers the District when approved "outside users" use the school facilities.

If a law suit is filed against the District and the "outside user" for damages arising out of the "outside user" activities, the District liability coverage would defend the District and NOT the "outside user". Therefore, it is necessary that the "outside users" who are required under Regulation #3280, have their own liability coverage for their defense and that the users provide a Certificate of Insurance with the Worcester School District named as an additional insured. The "outside user" must show that they have a minimum of \$1,000,000 per each occurrence in coverage under their Commercial General Liability Coverage.

To the fullest extent permitted by law, (outside user) agrees to and does hereby indemnify and hold harmless the Worcester Central School District, its officers, agents, and employees from every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

- A. Death or bodily injury to persons, loss or injury to property, or any loss, damage or expense which may have been sustained by the Worcester Central School District or any persons, firm or corporation employed by the Worcester Central School District upon or in connection with the activity called for in this agreement.*
- B. Any injury to or death to persons or damage to property, any loss or theft sustained by persons, firms or corporation arising from any act of neglect, default, omission, negligence or willful misconduct of (outside user), either directly or indirectly attributable to (outside user) in connection with the activity covered by this agreement, on or off Worcester Central School District property.*

(Name of requesting organization or individual)

at its/his/her own expense, cost and risk, shall defend any and all actions, lawsuits, or other proceedings that may be brought or instituted against the Worcester Central School District, its officers, agents, or employees, and shall pay or satisfy any such claim, demand, liability, lien, judgment, penalty, fine, cost, interest or expense rendered against or charged to the Worcester Central School District, its officers, agents, or employees in any action, lawsuit, or proceedings as a result of the activity covered by this agreement.

I have read the "Insurance Notice" and understand that the Worcester Central School District is not liable for any claims made by participants or visitors involving this activity and that a Certificate of Insurance, with the District named as an additional insured, if required, must be submitted prior to approval for facility use.

Signature: _____ Date: _____

Print Name: _____