

# APPLICATION AND AGREEMENT FOR USE OF BUILDINGS AND GROUNDS

*Requests must be made at least two weeks before the date of activity*

**Spackenkill Union Free School District • 15 Croft Road • Poughkeepsie, New York 12603**

Date of Application \_\_\_\_\_ Organization \_\_\_\_\_

Event or Activity \_\_\_\_\_

Building Requested \_\_\_\_\_ Room or Field \_\_\_\_\_  
*Please use a separate form for each building*

Date(s) Requested \_\_\_\_\_ Time(s) \_\_\_\_\_ No. of Participants \_\_\_\_\_  
*Please list dates and days of week*

List setup and/or school equipment needed (make complete list; no equipment is to be used that is not listed or approved):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- Is this a non-profit organization  Yes  No
- Is this event for your organization only?  Yes  No
- Will your organization or any individual profit from this event?  Yes  No
- Will an admission fee be charged and/or will food or beverages be sold?  Yes  No
- Do any members of the organization live outside of the Spackenkill School District?  Yes  No
- If yes, what percentage? \_\_\_\_\_

**In signing this agreement, the applicant organization agrees to the Schedule of Charges and to the Rules and Regulations attached to this application.**

**Organization's Representative** \_\_\_\_\_

**Representative's Signature** \_\_\_\_\_

**Address** \_\_\_\_\_

**Phone Numbers: Home** \_\_\_\_\_ **Business** \_\_\_\_\_ **Cell** \_\_\_\_\_

## DISTRICT OFFICE USE ONLY

Custodial Personnel Required  Yes  No No. of Hours \_\_\_\_\_ Security Required  Yes  No

Request is Approved  Yes  No Why Not? \_\_\_\_\_

Building Principal Signature \_\_\_\_\_ Athletic Director Signature \_\_\_\_\_

Proof of Insurance  Yes  No  On File Date Received \_\_\_\_\_

Certificate of Insurance naming Spackenkill UFSD as a coinsured must be on file with the District Office AT LEAST ONE WEEK prior to use of facilities OR approval for activity will be rescinded. (See insurance requirements on attached.)

Superintendent's Signature \_\_\_\_\_ Date \_\_\_\_\_

PLEASE RETURN THIS COMPLETED REQUEST FOR FACILITIES TO:  
Spackenkill District Office, 15 Croft Road, Poughkeepsie, N.Y., 12603

## **SPACKENKILL UNION FREE SCHOOL DISTRICT RULES AND REGULATIONS**

1. Requests for any use of the District facilities should be made directly to the superintendent of Schools or his/her designee.
2. In the event of inclement weather, the Superintendent or his/her designee has the final authority on whether facilities are usable.
3. Intoxicants shall not be brought onto District facilities at any time.
4. Smoking or other use of tobacco products is not allowed on District property.
5. 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.
6. All posted rules must be adhered to.
7. The organization receiving permission to use school properties is held responsible for the care of the building and/or property during such use. The area must be left as found, all garbage and debris must be disposed of in garbage receptacles. Any damage to District facilities shall be promptly repaired at the user's expense. **NO EXCEPTIONS.**
8. Responsible adult leadership must be present at all time while minors are in school facilities. **ADULT LEADERS MAY NOT LEAVE UNTIL ALL STUDENTS HAVE BEEN PICKED UP.**
9. School functions shall take precedence over those of all other agencies.
10. A custodian regularly employed by the school district shall open and close the building, and have authority to act for the best interest of the school district during the time specified on this application. Payment of custodial charges will be billed according to District pay rates. If security personnel is required, payment will be made at the time of use of facilities.
11. If it is necessary to assign a special custodian, cafeteria help, or other personnel, there will be a charge for these services over and above the charge for the use of the facilities. The Superintendent reserves the right to request the use of additional help if he/she deems it necessary. The charge for the services of extra help will be determined by the Superintendent and all payments are payable within two weeks of the receipt of bill. The Superintendent also reserves the right, if he/she deems it necessary, to request a deposit before any facilities may be used.
12. Usage authorization is specifically limited to the area designated on the application. No property shall be used that is not specified on the application.

13. The Superintendent reserves the right to cancel permission to use school properties if, in his/her opinion, it is apparent that proper procedures and practices are not being followed, or the best interests of the district dictate such an action.

14. School facilities shall not be made available during regular school vacation periods.

15. Regularly scheduled use of facilities shall end by May 30th of each school year.

16. Evening meetings and use of school facilities shall terminate at a time determined by the Superintendent.

17. The District will require the employment of security personnel when facilities are being used by outside groups except where waived by the Superintendent of Schools.

18. No food or beverage may be purchased or consumed in the high school auditorium or any school gymnasium.

19. All users must provide the following insurance **AT LEAST ONE (1) WEEK PRIOR** to using the facilities. **FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT.**

A) The user hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the User's Commercial General Liability Policy.

B) The policy naming the District as an additional insured shall: be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer; contain a 30 day notice of cancellation; state that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers; additional insured statuses shall be provided with ISO endorsement CG2026 or its equivalent.

C) The User agrees to indemnify the District for any applicable deductibles.

D) Required Insurance: Commercial General Liability Insurance

\$1,000,000 per occurrence / \$2,000,000 aggregate

E) User 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 User is to provide the District with a Certificate of Insurance, evidencing the above requirements have been met. The failure of the District to object to the contents of the certificate or the absence of the same should not be deemed a waiver of any and all rights held by the District.

20. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, how to respond to a fire alarm, etc.

21. All groups and/or organizations seeking to use Spackenkill School buildings or grounds must honor New York State's Dignity for All Students Act (The Dignity Act) which seeks to provide the State's public elementary and secondary school students with a safe and supportive environment free from discrimination, intimidation, taunting, harassment, and bullying on school property, a school bus and/or at a school function. See Board Policy 5119. The Superintendent reserves the right to cancel permission to use school properties if, in his/her opinion, it is apparent that proper procedures and practices are not being followed.