

New Hyde Park-Garden City Park UFSD
1950 Hillside Ave.
New Hyde Park, NY 11040

11/25

APPLICATION TO USE NEW HYDE PARK-GARDEN CITY PARK FIELDS and/or FACILITIES

To: Board of Education, New Hyde Park-Garden City Park UFSD

Date: _____

Reviewed by Facilities Dept. _____ Date _____ Approved by Superintendent _____ Date _____

This Application will result in a cost to the District (Yes/No) _____ Board of Education Agenda Date _____
If Yes, Applicant must reimburse the District at a cost determined by the Board of Education.

Bring the completed application to the District's Facilities office located at 1950 Hillside Ave. Approval of the Board of Education has to be given for use of the District's fields and/or facilities by an outside organization ("Applicant"). All Applicant submittals must be submitted no less than 30 days in advance of the desired date.

The undersigned hereby makes application on behalf of Applicant, _____ Applicant is located at:

(Name of Organization)

in the Town of _____ Applicant seeks permission

(Address of organization)

to use the following fields/facilities: _____

(List Outdoor Field or Type of room [Gym, Auditorium, Cafeteria, etc.]. Gym is available for recreation during October – April ONLY)

in the _____ on _____ from _____ AM/PM to _____ AM/PM for the

(Name of School)

(Day and Date)

following purposes: _____ Person in Charge: _____ Phone # _____

(Please Print)

Will the Applicant have any vendors or contractors on-site when it uses the fields or facilities? Yes ____ No ____

If yes, provide the vendor or contractor's name, address, phone number, email address and contact person.

Name _____ Address _____ Phone # _____ Email _____ Contact person _____

Will Applicant or others charge an admission fee or any other fee, charge or cost to participants, spectators or guests for your event or any of your planned activities?

Yes ____ No ____

If yes, what is the purpose of the fee, charge or other cost? _____

If yes, to what entity(ies) will the fee, charge or other cost be donated or for what purposes will the fee, charge or other cost be used?*

**Where admission fees are charged, the proceeds must be used for an educational or charitable purpose*

Approximate number of persons expected: _____. Will light refreshments be served: _____ (Note: Light refreshments may be served by groups in the Cafeteria only. These refreshments and paper service should be provided by the Applicant and Applicant must cleanup before leaving the premises. Refreshments are not permitted in the Gym.)

Name of Adult Door Monitor _____ Phone Number _____ Cellular Number _____

Name of Adult Bathroom Monitor _____ Phone Number _____ Cellular Number _____

September _____ (Premises are not available during first week of school)

October _____ March _____

November _____ April _____

December _____ May _____

January _____ June _____

February _____ July/Aug. _____ (for Ball Fields only)

New Hyde Park-Garden City Park UFSD
1950 Hillside Ave.
New Hyde Park, NY 11040

APPLICATION TO USE NEW HYDE PARK-GARDEN CITY PARK FIELDS and/or FACILITIES (Continued)

Page 2 of 4

AED SUPPLEMENT – THIS SECTION MUST BE COMPLETED BY YOUTH SPORTS GROUPS USING OUTDOOR SPACE OR FIELDS

For youth sports groups using District outdoor event space or fields:

By initialing here _____, Applicant acknowledges and agrees that the following conditions apply:

- Access to the District's AEDs located inside school buildings is **NOT** provided with/for **field use** by youth sports leagues or other outside organizations.
- Applicant is solely responsible for and will provide its own AED.
- Applicant has promulgated and filed an AED Implementation Plan with the Nassau County Department of Health; **AND**
- During any Applicant activity taking place at or on District property, Applicant will have on-site and present at least one person associated with Applicant (e.g., coaches and volunteers) trained and certified in the use of AEDs.

TO BE COMPLETED BY ALL APPLICANTS:

The undersigned confirms that he/she is authorized by Applicant to sign this Application on behalf of Applicant and to bind Applicant to the terms, conditions and promises set forth in this Application. The undersigned also confirms that he/she has read and understands all of the terms and conditions set forth in this Application and all of the provisions set forth in attached Board of Education **Policy #3280: Use of School Facilities, Materials and Equipment** and **Regulation #3280R.1: Equal Access to Public School Facilities for Boy Scouts and Other Designated Youth Groups**. The undersigned agrees, on behalf of Applicant, that Applicant will comply with all of the terms and conditions set forth in this Application, in Board Policy #3280 and in Regulation #3280R.1 and understands that failure to comply with these terms and conditions may result in the denial or revocation of Applicant's authorization to use the District's premises. The undersigned acknowledges and agrees, on behalf of Applicant, that Applicant's use of the District's fields and facilities require strict compliance with all relevant federal, State and local laws, regulations, executive orders, guidance and guidelines. Initial here: _____

DEFENSE AND INDEMNIFICATION: The undersigned agrees, on behalf of Applicant, that, to the fullest extent permitted by law, Applicant indemnifies and will defend (with counsel selected by the New Hyde Park-Garden City Park UFSD ("District")) and hold harmless the District, its employees, agents, representatives and Board of Education members from and against any and all liabilities, losses, costs, damages, claims, actions and expenses (including costs and attorneys' fees), to the extent permitted by law, arising from any claims, disputes or causes of action of whatever nature (including, but not limited to, property damage and/or bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of Applicant) arising, in whole or in part, out of or in any way connected with Applicant's actual or proposed use of District property, including District fields, facilities and/or services.

Applicant understands and agrees that its use of District property, including fields and facilities includes, but is not limited to, all areas identified in this Application and/or in any permit issued to Applicant and sidewalks, walkways, parking lots, entrances, stairs and all other areas incidental to and/or connected with the use of the District property ("incidental areas"). Applicants agree that the terms and conditions set forth in this Application, including the defense, indemnity and insurance obligations, extend to the areas identified in this Application, in any permit issued and to all incidental areas. All the provisions of this paragraph on defense and indemnification will survive the expiration or sooner termination of any and all use of fields and/or facilities and/or permits issued by the District to Applicant in response to this Application.

Initial here: _____

SIGNATURE _____
(Authorized Representative of the Applicant)

Print Name and Title

Address

Cellular phone number

Home phone number

SIGNATURE _____
(If Authorized Representative is not a legal resident of NHP-GCP UFSD, this application must be signed by a legal resident who is a member of Applicant's Board) Print Name

Address

Cellular phone number

Home phone number

New Hyde Park-Garden City Park UFSD
1950 Hillside Ave.
New Hyde Park, NY 11040

APPLICATION TO USE NEW HYDE PARK-GARDEN CITY PARK FIELDS and/or FACILITIES (Continued)

Page 3 of 4

The use of all District facilities will be subject to the approval and rules of the Board of Education administered by the Building Principal or other Board designee. Applicant understands and agrees to the following:

1. The term "District facilities," as used in this Application to use New Hyde Park-Garden City Park Fields and/or Facilities, includes, but is not limited to, all areas identified in this Application and in any permit issued to Applicant and to sidewalks, walkways, parking lots, entrances, stairs and all other areas incidental to and/or connected with the use of the areas identified in this Application.
2. The District Custodian on duty is in charge of ensuring the proper care of District buildings and grounds. Applicant must comply with the directives of District and building staff, including Custodians. Applicant must provide a copy of a valid permit or entry will be denied.
3. **The doors must be kept locked at all times.** It is Applicant's responsibility to provide a **responsible adult Door Monitor** at all times who will assure that **no adult or child leaves the area that the permit covers** and **to allow access to the building or field to group members only.**
4. Applicant must submit a full roster of participants with names and addresses along with this Application or it will not be processed. The Custodian will assess the facility before the group enters and will record any damage after they leave. He/she will also report if any rules are not followed.
5. Applicant agrees to be responsible to the District for the use and care of the District facilities used.
6. Application for the use of facilities must be made to the Building Principal, reviewed by the Facilities Department and the Superintendent in writing by a designated member of Applicant. In order to use the facilities, a majority of the members of the Applicant organization must be residents of the New Hyde Park-Garden City Park UFSD. Applicant must include with the application a current membership list with their addresses. In the case of an athletic organization whose entire membership does not meet the majority residency requirement, a majority of the members of the team that will actually use the facilities must be New Hyde Park-Garden City Park UFSD residents.
7. The member residence requirements will not apply to governmental agencies, *i.e.*, Town of North Hempstead, County of Nassau, State of New York, United States Government and agencies thereof.
8. Organizations wishing to use District facilities will apply to the Facilities Department on the prescribed form and notify the Building Principal. The Board of Education has final authority on approval.
9. A fee may be charged to use District facilities at the discretion of the Board of Education and those fees will be utilized for the maintenance of the facilities. The fee schedule will be determined by the Board of Education.
10. If any application request is over the normal or regular duties, or on a Saturday, Sunday or holiday, space and/or custodial fees can be levied by the District.
11. In the event of inclement weather, the Superintendent or his/her designee has the final authority on whether District facilities are usable.
12. The indoor facilities must be vacated by 10:00pm and the outdoor facilities by dusk.
13. For outdoor events, the Applicant organization's adult supervisor(s) must show the permit upon request by District representatives.
14. All posted rules must be adhered to. Responsibility for the preservation of order and safety must be assured by Applicant.
15. No players will be admitted on gymnasium floors who are not wearing standard, non-mark gymnasium footwear.
16. Illegal drugs, alcohol and any other intoxicants are not permitted on any District facilities. Smoking, vaping or other use of tobacco products are not permitted on any District facilities. Pets are not permitted on District facilities (exceptions may be made for service animals).
17. Profanity, disorderly acts, violence and illegal activities of any kind are absolutely prohibited on District facilities, and those violating this prohibition will be ejected from the premises.
18. Any damage to District facilities will be promptly repaired at Applicant's expense. **No exceptions.** It is recommended that the group supervisor inspect the area assigned and equipment before actual use and notify building personnel of damage observed.
19. Applicant will clean up all District facilities after their use has concluded and must return the facilities to the condition found upon arrival. Applicant will be responsible for any cleanup costs or repairs needed as a result of Applicant's use of the District facilities.
20. All permits to use District facilities are subject to modification or cancellation based upon school needs by the District at any time.
21. All permits are subject to modification or cancellation at any time for violation of law, District policies, rules or regulations or the terms and conditions set forth in this Application, including the requirement to provide the required insurance coverage. The District retains the right to require the removal of any participant, visitor or other individual from District property for violation of law, District policies, rules or regulations or the terms and conditions set forth in this Application.
22. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times including an Adult Door Monitor and an Adult Bathroom Monitor to escort the children to and from the approved location of the permit. At no time will **anyone** be allowed to roam the building.
23. It is the responsibility of the permit holder to have a **cellular telephone** with them at all times in the event of an emergency. The emergency telephone number for police is 911; fire is 516-742-3300; ambulance is 911 and/or 516-742-3300.
24. Youth sports groups using District outdoor event space or fields must provide their own AED, have promulgated and filed an AED Implementation Plan with the Nassau County Department of Health and have at least one person associated with Applicant (e.g., coaches and volunteers) trained and certified in the use of AEDs on-site and present during any Applicant activity taking place at or on District property.
25. District facilities are not available if in conflict with school use.
26. No unauthorized vehicles are allowed on school property. This includes bicycles and/or battery/motorized vehicles.
27. No field or building alterations (lining of fields or gymnasiums, erecting permanent goal posts or structures, *etc.*) are allowed without prior approval. Partitioned doors, movable stands and setup items such as tables, chairs, *etc.* are not to be moved or touched.
28. Job Boxes purchased and stored on the fields by any organization will require approval from the District. In addition, the District will not provide security or insurance coverage for the box and equipment and Applicant agrees to release and hold harmless the District for loss or damage to the box or equipment.
29. The District does not discriminate on the basis of race, color, national origin, disability, sex or any other characteristic or basis protected by applicable law in its educational programs, employment services or use of facilities.
30. Applicant will obtain, at Applicant's sole expense, and keep in full force and effect during the time period that Applicant uses the District facilities, the below-listed insurance prior to using District facilities. In addition, Applicant will be responsible for having any vendor or contractor obtain at Applicant, vendor or contractor's sole expense, and keep in full force and effect during the time period that Applicant uses the District facilities, the below-listed insurance prior to using District facilities. **FAILURE TO DO SO PRIOR TO USE WILL RESULT IN DENIAL OR REVOCATION OF YOUR PERMIT.** Notwithstanding any terms, conditions or provisions in any other writing between Applicant and the District, Applicant hereby agrees to effectuate the naming of

New Hyde Park-Garden City Park UFSD
1950 Hillside Ave.
New Hyde Park, NY 11040

APPLICATION TO USE NEW HYDE PARK-GARDEN CITY PARK FIELDS and/or FACILITIES (Continued)

Page 4 of 4

the District as an Additional Insured on Applicant's and vendor's or contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

Each policy naming the District as an Additional Insured must:

- Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State.
- State that Applicant's and vendor's or contractor's coverage is primary and non-contributory coverage for the District, its Board, employees and volunteers. It is the intent of this Application that Additional insured status will cover and extend to all District facilities.
- The District must be listed as an Additional insured by using standard or other endorsements providing Additional insured coverage for accidents and claims arising out of Applicant's use of District facilities (CG 20 26 or its equivalent). The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance and the certificate must state that the endorsement is being used. At the District's request, Applicant and vendor or contractor will provide copies of the declarations pages of the liability and umbrella policies with a list of endorsements and forms. If so requested, Applicant and vendor or contractor will provide a copy of the policy endorsements and forms.

Applicant and vendor or contractor agree to indemnify the District for applicable deductibles and self-insured retentions, all of which are the sole responsibility of Applicant and vendor or contractor, to the extent not covered by Applicant's and vendor's or contractor's policies.

Minimum Required Insurance:

a. Commercial General Liability Insurance

\$1,000,000 per Occurrence/ \$2,000,000 Aggregate, with no exclusions for Athletic Participants.
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Fire Damage
\$10,000 Fire Damage

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 will be on a follow-form basis over the required General Liability coverages.

Organized Athletic Leagues/Events

\$3,000,000 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required Liability coverages.

Athletic and Recreational Camps

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage will be on a follow-form basis over the required General Liability coverage.

Limits for Automobile and General Liability Insurance can be achieved by primary and excess liability policies.

Applicant acknowledges that Applicant's and vendor or contractor's failure to obtain the above-listed insurance on behalf of the District constitutes a material breach of contract. Applicant also acknowledges that the District may impose additional insurance requirements if Applicant's proposed use of District facilities will be out of the ordinary as compared to the typical facilities user. Applicant must provide the District with proof satisfactory to the District that the above insurance requirements have been met prior to the use of the District's facilities, including on behalf of vendor or contractor.

31. Prior to the start of the event, an announcement must be made to your group regarding emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, how to respond to a firealarms, etc.
32. In the event of an accident, notify the Custodian on duty or call the business office the next morning. In all cases, a typewritten report must be submitted the next day giving all details including dates and times of events and names and contact information of all individuals involved and must be signed by the person in charge for that event.
33. Permits are non-transferable and no holder of any permit may allow anyone else to use any part of the premises specified in the permit.
34. Attached to this Application is Policy #3280: Use of School Facilities, Materials and Equipment and the Regulation #3280R.1: Equal Access to Public

New Hyde Park-Garden City Park UFSD
1950 Hillside Ave.
New Hyde Park, NY 11040

APPLICATION TO USE NEW HYDE PARK-GARDEN CITY PARK FIELDS and/or FACILITIES (Continued)

Page 5 of 4

School Facilities for Boy Scouts and Other Designated Youth Groups.