

HICKSVILLE PUBLIC SCHOOLS
Application for Use of School Facilities

Submit this completed application to: Hicksville UFSD, Facilities and Operations, Administration Building, 200 Division Avenue, Hicksville, NY 11801 4800.

1. The (name of organization) _____ requests the use of
(room/s) _____ at (School) _____
on (list all dates, hours and nature of activity) _____

List date(s) that the room or field will not be used*: _____

**If after the submission of this application, a room or field is not going to be used on a particular date(s), please notify the Facilities Office at least 48 hours in advance at 733-2180 so a secondary permit holder may be granted permission for the use of the room/field on that date(s).*

2. List all special preparations needed. (i.e. TV, VCR, projectors, chairs, tables, etc.)

3. Names, addresses, and home phone numbers of three adults who are directly responsible for group and will be in attendance.

Name	Address	Telephone

4. The group will be approximately _____ Adults and _____ Minors.

5. Will admission be charged? _____ YES __ NO If yes, Amount _____
Will any fees be charged? _____ YES __ NO If yes, Amount _____
Will any goods or services be sold? _____ YES NO
Describe: _____
Proceeds will be used for: _____

6. Checks should be made payable to Hicksville Union Free School District.

WAIVER OF FEE REQUESTED _____ YES* _____ NO _____ N/A

*If yes, submit a letter with this application describing all the details of the function, including a financial report.

7. _____ (name of organization) does hereby covenant and agree to defend (with counsel selected by the District), indemnify and hold harmless the Hicksville UFSD, its employees, agents, representatives and members of its Board of Education, 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 fullest extent permissible by law, arising out of or in connection with the actual or proposed use of the District's property, facilities and/or services, whether by parties to this application, third-parties, any level or form of government or authority, or any potential litigant whatsoever.
8. In the event that any legal proceeding is instituted or any claim or demand with respect to the foregoing is asserted by any person in respect of which indemnification may be sought from Applicant pursuant to the provisions of this paragraph, the District will promptly notify Applicant of the legal proceeding, claim or demand, and give Applicant an opportunity to defend and settle same without any cost to the District. The District will extend reasonable cooperation to Applicant in connection with the defense, which will be at the expense of Applicant. In the event that Applicant fails to defend the District within 30 calendar days of receipt of the notice, the District will be entitled to assume the defense thereof, and Applicant will be liable to repay the District for all its expenses reasonably incurred in connection with the defense (including reasonable attorneys' fees, disbursements, expert witness fees and settlement payments). The failure of the District to notify Applicant of a legal proceeding, claim or demand will not relieve Applicant of any obligation that Applicant has pursuant to this paragraph unless and only to the extent that the failure to notify Applicant materially prejudices Applicant. Applicant agrees not to enter into any waiver, release or settlement of any legal proceeding, claim or demand for which indemnification may be sought hereunder without the prior written consent of the District (which consent will not be unreasonably withheld). All of the provisions of this paragraph will survive the expiration or termination of the Applicant's use of the school facilities.
9. Applicant acknowledges and agrees that Applicant's use of school facilities requires strict compliance with all relevant federal, State and local laws, regulations, executive orders, guidance and guidelines with respect to preventing the spread of COVID-19. If Applicant is requesting to use school facilities for any sport or athletic activity, Applicant acknowledges and agrees that Applicant and the Attendees will comply with New York's Sports and Recreation Guidelines (<https://forward.ny.gov/statewide-guidelines>), New York's Interim COVID-19 Guidance for Sports and Recreation ([https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/Sports And RecreationMasterGuidance.pdf](https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/Sports_And_RecreationMasterGuidance.pdf)) and all other applicable federal, State and local laws, regulations, executive orders, guidance and guidelines. Applicant agrees to review and consider the optional safety measures contained in the CDC's guidelines, "Considerations for Youth Sports" (<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html>).
10. Assumption of Risk. Applicant acknowledges that the proposed use of school facilities may expose Applicant and its owners, members, officers, employees, coaches, and/or agents to certain risks including the potential risk of transmission of COVID-19, which is extremely contagious and spreads easily through person-to-person contact. Applicant acknowledges that operating or participating in the proposed use of school facilities could increase the exposure and risk of contracting COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability and death to Applicant's owners, members, officers, employees, coaches, and agents, and to others. Applicant is voluntarily operating and participating in the proposed use of school facilities with knowledge of the risks, hazards, and other dangers involved and hereby accepts any and all risks of injury (including personal injury and death) to Applicant's owners, members, officers, employees, coaches, and agents arising out of or in any way connected with the proposed use of school facilities.

11. Applicant agrees to reimburse the District for one hundred percent (100%) of all fines, fees, penalties, sanctions and/or charges imposed by any level of government or authority whatsoever upon the District because of any action or inaction caused or permitted by the Applicant, including, but not limited to, all fines, fees, penalties, sanctions, and/or charges imposed upon the District because of a violation of any public health laws, regulations, executive orders, guidance documents, or guidelines, especially those that pertain to COVID-19 and/or the COVID 19 pandemic/public health emergency. Should Applicant challenge the District in any manner regarding this paragraph in any forum (court of law, administrative agency, etc.), Applicant agrees to reimburse the District for the full expense of the District's attorney's fees and legal costs should the District prevail against the Applicant.

12. We have read the attached regulations and agree that our organization will abide by them and will accept pursuant financial responsibility. We further certify that a majority of the users of the facility under this application are residents of Hicksville UFSD.

Date

X

Signature

Phone

Address to which Permit should be sent

INSURANCE AGREEMENT – USE OF FACILITIES

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the holder of the permit hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the permittee’s insurance policies, with the exception of worker’s compensation.
- II. The policy naming the district an additional insured shall:
 - be an insurance policy from an A.M. Best-rated “secured,” New-York-State-admitted insurer;
 - provide for 30 days’ notice of cancellation; with a copy of such notice, if any, provided to the district;
 - state that the organization’s coverage shall be primary coverage for the district, its Board, employees and volunteers.
- III. The permittee agrees to indemnify the district for any applicable deductibles.
- IV. Required Insurance:

Commercial General Liability Insurance
\$1,000,000 per occurrence/\$2,000,000 aggregate
- V. The 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 permittee is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of use of the facilities.

X

Permit Holder Signature (Name and Title)

Date

Director of Facilities and Operations

Date

Board Approval Date: May 21, 1996
Revised: November 19, 2003
Revised: May 18, 2010
Revised: May 21, 2013