



SAMPLE INSURANCE REQUIREMENTS - USE OF FACILITIES (INCLUDING ORGANIZED ATHLETIC ACTIVITIES AND ATHLETIC & RECREATION CAMPS)

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/BOCES as an Additional Insured on the facility user's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the District/BOCES as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs for the District/BOCES.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers including a waiver of subrogation in favor of the District/BOCES for all coverages including workers compensation.
 - c. Additional insured status for General Liability coverages shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3. The facility user agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.
4. 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
\$100,000 Fire Damage
\$10,000 Medical Expense



- 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 or provide broader coverage over the required General Liability coverages.

Organized Athletic Leagues

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

Athletic/Recreational Camps

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

Carnivals and Firework Displays, etc.

\$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.

- 5. The facility user acknowledges that failure to obtain such insurance on behalf of the District/BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification, and all other legal remedies available to the District. The facility user is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the event.



Note to Subscribers Regarding Use of Facilities

Once again, to increase the likelihood of transferring the financial responsibility to adjust a loss from the subscriber to a facility user, we continue to recommend subscribers use the following language on all use of facilities forms or applications. Facility users must sign or agree to this language.

SAMPLE INDEMNIFICATION AGREEMENT

(NAME OF FACILITY USER) does covenant and agree to defend, indemnify and hold harmless the (NAME OF DISTRICT/BOCES) 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 (NAME OF DISTRICT/BOCES) property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, contractor or subcontractor of (FACILITY USER).

(FACILITY USER) understands and agrees that its use of (NAME OF DISTRICT's/BOCES) 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 areas"). (FACILITY USER) agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental areas.