



INSURANCE AGREEMENT - USE OF FACILITIES

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the District as an additional insured on the permittee's insurance policies.
2. The policy naming the District as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, licensed in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District its Board, employees and volunteers.
 - c. The District shall be listed as an additional insured by using an endorsement providing additional insured coverage for accidents and claims arising out of their use of facilities such as ISO endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance.
 - d. At the District's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
3. The permittee agrees to indemnify the District for any applicable deductibles and self-insured retentions.
4. Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.
 - b. **Excess Insurance**
\$ _____ each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
5. 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 work or use of facilities.

6. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The permittee further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

Note to Subscribers Regarding Use of Facilities

INDEMNIFICATION AGREEMENT

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

(FACILITY USER) understands and agrees that its use of (NAME OF DISTRICT's) 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.

(SIGNATURE)



SAMPLE INSURANCE AGREEMENT - USE OF FACILITIES (INCLUDING 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 as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers. It is the intent of this agreement that Additional insured status shall cover and extend to property and facilities including, but 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.
 - c. Additional insured status 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 rest solely with the District/BOCES. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3.
 - a. The certificate of insurance must describe the services provided by the facility user that are covered by the liability policies.
4. The facility user agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.



5. Minimum Required Insurance:

a. **Commercial General Liability Insurance**

\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.

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 over the required General Liability coverage.

Athletic and Recreational Camps

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

Carnivals and Firework Displays, etc.

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

6. The facility user acknowledges that failure to obtain such insurance on behalf of the district/BOCES constitutes a material breach of contract. The facility user is to provide the district/BOCES 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. Facilities users should be required to 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) 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) property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of (FACILITY USER). (FACILITY USER) understands and agrees that its use of (NAME OF DISTRICT's) 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.