

MORIAH CENTRAL SCHOOL
PORT HENRY, NEW YORK 12974

REQUEST FOR USE OF SCHOOL FACILITIES

Organization _____

Dates Required _____

Facilities Requested _____

Pool Use Fee \$35.00 per hour

Hours: From _____ To _____

Time Of Opening Building _____

Purpose Of Use _____

Admission: Free Offering Charge

Member Of Organization To Contact:

Name: _____

Address: _____

Telephone: Home _____ Office _____

Equipment To Be Used: _____

Special Instructions: _____

*******ALL Organizations are required to have a trained Certified AED (automatic external defibrillator) Provider at their event. AED Providers Name: _____**

We assume all responsibility for the conduct of all personnel during activities and damages to equipment and buildings if any occur. We agree to abide by the rules and regulations as set forth by the Board of Education. Fees for use of facilities will be paid no later than one week following receipt of the bill.

Does Organization have Liability Insurance? YES NO

If yes, attach CERTIFICATE OF INSURANCE, naming MCS as Additional Insured

Signed _____ Organization _____

Fees are as follows _____

Plus any other services provided not originally included in request.

Use of the above described facilities are approved:

Date: _____ Administrator: _____

Facilities used as scheduled. Comments: _____

Date: _____ Head Custodian: _____

Minimum limits of liability: General: Each occurrence \$1,000,000; General Aggregate \$2,000,000
Umbrella: Each occurrence \$2,000,000; Aggregate \$2,000,000

EVACUATION PROCEDURES FOR FIRE EMERGENCIES

GOVERNOR CUOMO HAS SIGNED INTO LAW CHAPTER 9 OF THE LAWS OF 1991. EFFECTIVE SEPTEMBER 1, 1991, THE PRINCIPAL OR OTHER PERSON IN CHARGE OF ANY PUBLIC OR PRIVATE SCHOOL OR EDUCATIONAL INSTITUTION (OTHER THAN COLLEGES OR UNIVERSITIES) SHALL REQUIRE THE TEACHER OR PERSON IN CHARGE OF ANY AFTER-SCHOOL PROGRAM, EVENT OR PERFORMANCE WHICH TAKES PLACE IN A SCHOOL AND WHICH IS ATTENDED BY PERSONS WHO DO NOT REGULARLY ATTEND CLASSES WITHIN THE SCHOOL, TO NOTIFY SUCH PERSONS IN ATTENDANCE AT THE BEGINNING OF SUCH PROGRAM, EVENT OR PERFORMANCE OF THE PROPER PROCEDURES TO EVACUATE THE BUILDING IN AN ORDERLY AND TIMELY MANNER IN THE EVENT OF A FIRE EMERGENCY.

THE REQUIRED NOTIFICATION SHALL BE GIVEN TO THE ATTENDEES AT ANY SINGLE OCCURRENCE, AND AT EACH OCCURRENCE WHERE THE SAME PRESENTATION IS GIVEN TO A DIFFERENT AUDIENCE. WHERE A PROGRAM SUCH AS AN ADULT EDUCATION CLASS RUNS SEVERAL WEEKS, THE NOTICE SHALL BE GIVEN AT LEAST AT THE FIRST MEETING.

EVERY PRINCIPAL OR OTHER PERSON IN CHARGE OF THE SCHOOL SHOULD CAREFULLY REVIEW THE WRITTEN EVACUATION PROCEDURES REQUIRED BY SECTION 1195.1 (c) OF THE NEW YORK STATE UNIFORM FIRE PREVENTION CODE, TO ASSURE THAT SUCH PROCEDURES ARE UP TO DATE AND CONSPICUOUSLY POSTED. THESE WRITTEN PROCEDURES CAN BE OF GREAT ASSISTANCE IN DEVELOPING THE NOTIFICATIONS REQUIRED BY THIS NEW LAW.



Hold Harmless Agreement
(Use of Facility)

_____ does hereby covenant and agree to defend, indemnify and hold harmless the Moriah Central School District from and against any and all liability, loss, damages, claims, or actions (including costs and attorney fees) for bodily injury and/or property damage, to the extent permissible by law, arising out of or in connection with the actual or proposed use of Moriah Central School District's property, facilities and/or services.

(MCS District Representative)

(Facility User)

Date _____

Date _____

In consideration of being permitted to use the District's building(s), grounds, or facility(ies), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ("User") voluntarily releases, forever discharges and agrees to indemnify and hold harmless the District, its agents, employees, officers, students, invitees and volunteers (collectively, the "Indemnitees") from and against any and all damages, costs, liabilities, losses, judgments, penalties, fines, claims and expenses, including, without limitation, interest, reasonable attorneys' fees and all amounts paid in investigation, defense or settlement of any of the foregoing, asserted against or incurred by the Indemnitees in connection with, arising out of, or resulting from User's use of the District's building(s), grounds, or facilities, or any claim arising out of or in connection with User's use of the district's building(s), grounds, or facilities, and/or any breach of any covenant, representation, warranty or agreement made by User in connection with the User's use of the District's building(s), grounds or facilities.

Additionally, User shall maintain a commercial general liability insurance policy issued by an A.M. Best rated New York State licensed insurer in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 per aggregate. The policy must name the District as an additional insured and include a statement that the User's insurance coverage shall be primary and non-contributory coverage for the district, its Board, employees and volunteers.

User agrees and acknowledges that it has read and understands the District's code of Conduct and agrees to abide by such policies.

I have read and understand the foregoing Release and Indemnification Agreement and sign it voluntarily.

User

William Larrow,
Superintendent