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Community Relations

SUBJECT: PUBLIC USE OF SCHOOL FACILITIES

BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY (NASSAU "BOCES")
Application for License for Use of Facilities

Full name of applicant ("Licensee") _____

Address _____

Phone number _____ Email _____

Formed under: Business Corporation Law ____; Not-for-Profit Law ____; Limited Liability Company Law ____

Education Law ____; Other [specify law] _____; Unincorporated Association _____

Name of person in charge _____

Phone number of person in charge _____ Email _____

Attach a list of all officers and directors of licensee with their home address and telephone numbers: _____

Description of event: _____

Date of event: _____ Time needed: _____ to _____

Facility requested: _____

Equipment needed: _____

Is event open to public? _____ Anticipated attendance: _____ Admission charge \$ _____

Use of admission charge: _____

Fees are payable not less than 30 days before date of event. **This license may be canceled if payment is not timely made.** Fees are not refundable. If licensee cancels the event, the Nassau BOCES shall be entitled to retain any monies paid pursuant to this application and further, licensee shall be obligated to pay to the Nassau BOCES any remaining balance as liquidated damages but the Nassau BOCES shall not be deemed to have waived or released its right to indemnification or any other remedy under this agreement.

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1. **Use of Facility, Additional Fees and Equipment.** Licensee hereby applies to the Nassau BOCES for a license to use the above facility and equipment. The facility and equipment is to be used by the licensee solely for the purpose of the event and for no other purpose. If the event does not finish and the facility vacated by the time indicated above, there shall be an additional charge as per fee schedule. Licensee agrees not to permit any greater number of persons to enter the facility than allowed by law. Licensee shall, in addition to the licensee fee, be liable for all custodial, maintenance or overhead fees as required and billed by the Nassau BOCES. Such additional fees and costs must be paid when billed. No nails, screws or tacks may be driven or placed on any surface of the facility. All decorations shall be put up without defacing the facility and under the supervision of the Nassau BOCES. In case of any damage of any kind to the facility or equipment, licensee agrees to pay such amounts for the repair of any equipment or to put the facility in good order and condition.
2. **Insurance and Indemnification.** Within 1 business day of submitting this application to the Nassau BOCES, licensee will provide the Nassau BOCES with a certificate of insurance and an Additional Insured Endorsement from an insurance company licensed to do business in the State of New York, with a minimum of an "A" rating in Best's Insurance Guide naming the Nassau BOCES, its officers, employees and agents as an additional insured in the following amounts:
3. **Security.** The Nassau BOCES reserves the right, in its sole judgment, to require security personnel to be present at the event. The cost for such security must be paid by the licensee upon notice from the Nassau BOCES. If not paid when due, the Nassau BOCES retains the right to cancel this license and retain all sums of money previously paid to it.
4. **Refreshments.** The licensee will not sell or serve, or allow to be sold or served any alcoholic beverage.
5. **Smoking.** Smoking is not allowed in any Nassau BOCES facility or on any Nassau BOCES property.
6. **Assignment.** Licensee may not transfer or assign this license or any right to use the facility or equipment.
7. **Publicity.** All publicity concerning the event must contain the phrase, "This program is not sponsored by the Nassau BOCES".
8. **Safety.** At the commencement of the event, an announcement shall be made indicating places of exit and proper evacuation procedures from the facility. In the event of an accident, you must notify the custodian on duty, or call the business office the next morning at 516-396-2210.

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9. Unavailability of Facility or Equipment. In the event (i) the facility or equipment is destroyed or unavailable through no fault of the licensee or its officers, employees, director, guests, servants or contractors or (ii) it becomes necessary to use the facility for the Nassau BOCES purposes or for another justifiable reason, the Nassau BOCES may terminate this agreement and return to licensee any monies paid. In the event of such termination, licensee waives any claims for damages or compensation.

10. Laws, Rules and Regulations. This application and license is subject to the laws of the State of New York, specifically Education Law ¶414 and the rules and regulations of the Nassau BOCES which may be found on the Nassau BOCES website at www.nasauboces.org. The licensee will not do or permit any thing to be done in and about the facility which conflicts with law, the laws of the United State, State of New York, the rules and regulations of any governmental bureau or department, specifically those dealing with fire and health. The Nassau BOCES, in its sole and absolute discretion, if it deems the event to be contrary to law or regulation, or opposed to decency or good morals or detrimental to the best interests of the Nassau BOCES, may terminate this license, including during the event, in which event all rights of the licensee shall immediately terminate without any liability whatsoever on the part of the Nassau BOCES and the Nassau BOCES may retain any sums paid hereunder. Representatives of the Nassau BOCES shall have the right, at any time, to enter the facility before or during the event.

11. Amendments. Any change or addition to this license agreement must be in writing and signed by all parties.

12. Binding Effect. This license agreement, including the laws, rules and regulations referred to, contains all of the terms of the license and shall not be binding on the Nassau BOCES unless and until this agreement has been signed by a representative of the Nassau BOCES.

I represent that I have read and understand this agreement and the PROCEDURES FOR USE OF NASSAU BOCES FACILITIES and agree to comply with them.

Date: _____

Name of Licensee _____

Signature of Authorized Representative

LICENSE APPROVED:

Date: _____

Board of Cooperative Educational Services of Nassau County

By _____

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For office use only

SUBJECT: PUBLIC USE OF SCHOOL FACILITIES**PUBLIC USE OF SCHOOL FACILITIES
FY 2011/12 FEE SCHEDULE**

TITLE	HOURLY RATE SCHEDULE
AV Technician	\$ 50/Hr.
Cleaner/Custodian	\$ 50/Hr.
Laborer	\$ 50/Hr.
Security Guard	\$ 50/Hr.
Stage Hand	\$ 50/Hr.
Photographer	\$ 50/Hr.
Info Tech Aide	\$ 75/Hr.
Lighting Designer	\$ 75/Hr.
Sound Technician	\$ 75/Hr.
Info Tech Specialist	\$ 120/Hr.
Stage Manager	\$ 120/Hr.
Network Technician	\$ 120/Hr.

Callback Charge: A three-hour minimum charge will be assessed at the hourly rate listed above should a callback be requested for any personnel after normal business hours.

HOURLY ROOM FEE SCHEDULE		
ROOM NAME	WEEK NIGHT RATE	WEEKEND OR HOLIDAY RATE
Classroom (all buildings)	\$ 50/Hr.	\$ 75/Hr.
Conference Room (other than specified below)	\$ 50/Hr.	\$ 75/Hr.
Computer Lab (other than specified below)	\$ 75/Hr.	\$ 125/Hr.
Gymnasium (all buildings)	\$ 75/Hr.	\$ 125/Hr.
Barry Tech Conference Room E125	\$ 75/Hr.	\$ 125/Hr.
Lupinskie Center Conference Room #1	\$ 100/Hr.	\$ 150/Hr.
Lupinskie Center Conference Room #2	\$ 100/Hr.	\$ 150/Hr.
Lupinskie Center Conference Room #3	\$ 100/Hr.	\$ 150/Hr.
Lupinskie Center Learning Studio #1, #2 or #3	\$ 150/Hr.	\$ 200/Hr.
Lupinskie Center Computer Lab #1 or #2	\$ 150/Hr.	\$ 200/Hr.
Long Island High School for the Arts Little Theatre	\$ 75/Hr.	\$ 125/Hr.
Long Island High School for the Arts Large Theatre	\$ 175/Hr.	\$ 225/Hr.

Minimum Room Fee: A minimum of two hours will be charged for any event.

Theatre Balcony Fee: When event total exceeds 250 attendees, an additional \$1,200 will be assessed to use the Theatre Balcony.

Additional Fees: Any licensee engaged in for profit business or activities or any other licensee which charges tuition or fees to participate in its services or activities or charges tuition or fees for the program or activity for which the Nassau BOCES facility is utilized shall be charged an additional 20% to the scheduled fees and rates listed above.

Community Relations

SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES

Upon approval of the District Superintendent, a community group who adheres to all of the qualifications in Policy #1500 will be granted use of BOCES facilities when they agree to the following stipulations:

Conditions of Use for District Facilities

Outside organizations requesting the use of District facilities shall be subject to the rules, regulations, and conditions determined by the District Superintendent. Such conditions include, but are not limited to, the following:

- A. District facilities may be unavailable for use if such facilities are in use for school purposes or during educational programs. The District reserves exclusive and non-reviewable judgment to determine if a requested use would interfere with or disturb the District's educational programs.
- B. The Board reserves the discretion to deny the use of District facilities described above, or to terminate the use of District facilities:
 1. By an Outside Organization who has previously misused or abused District facilities or property or who has violated this regulation;
 2. For any use which could have the effect of violating federal and/or state law;
 3. For any use which, in the estimation of the Board, could reasonably be expected to or actually does represent a clear and present danger of public disorder and/or damage to District property;
 4. For any use which the Board deems inconsistent with this policy;
 5. For any use by a private for-profit entity that has the direct or indirect effect of promoting the products or services of such entity;
 6. In any instance where alcoholic beverages or unlawful drugs are sold, distributed, consumed, promoted or possessed; and/or
 7. For any use prohibited by law.
- C. To ensure that District facilities are preserved for the benefit of the greater district community, only Outside Organizations that are community based groups and organizations (that is, groups which are located within the geographic area covered by the district) may be granted access to District facilities provided the subsequent use is in accordance with law and open to the general public when required.
- D. Use of District facilities will be permitted only where the Outside Organization agrees to pay the District a fair market value user fee according to a schedule adopted by the District. Notwithstanding the foregoing, for the uses indicated in paragraphs (F) and (H) of the section entitled "Permitted Uses by Outside Organizations" in Policy#1500, the Outside Organization agrees to pay the District for the costs and expense of providing for such uses, including, but not limited to, the costs and expense of providing heat, electricity, maintenance, and/or custodial services associated with the requested use of the District facilities. See fee schedule attached. The District retains the right to waive user fees for groups that are associated with or sponsored by the District. The District further retains the right to waive user fees for governmental municipalities that the District shares a reciprocal no fee arrangement with.
- E. Where, in the judgment of the District, the requested use of District facilities requires special equipment or supervision, the District reserves the right to deny such use, or in the alternative, to condition such use upon the Outside Organization's payment of additional fees in accordance with paragraph D above. Only authorized BOCES personnel shall operate District equipment.

Community Relations

SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES (Cont'd.)

- F. Use of District facilities will only be permitted where the Outside Organization provides the District timely evidence of adequate insurance coverage (\$1,000,000 minimum) to save the District harmless from all liability, property damage, personal injuries and/or medical expenses. The District will exercise complete discretion regarding what constitutes adequate insurance coverage for each proposed use.
- G. In the case of an accident resulting in injury to any person or damage to personal or District property, the incident must be reported to the District Superintendent within one business day from the date of the accident. An incident form is attached.
- H. Users of District facilities shall be required to remain within areas designated by the approved use permit. Under no circumstances should any individuals be allowed outside of designated areas without appropriate supervision by a District official.
- I. The Board expressly reserves the right to revoke a permit for use of District facilities.
- J. If the Outside Organization will be using the District's facilities for organizational meetings or instruction, the Outside Organization shall be required to obtain prior parental consent for any minors attending the meetings. Copies of such consent must be provided to the District at least three days prior to the meeting.
- K. When using the Long Island High School for the Arts Theatre, it is required that a BOCES-appointed stage manager be present at a per hour fee as designated on the Fee Schedule for Community Use of School Facilities.

Application Procedure for Use of District Facilities

Outside Organizations requesting the use of District facilities shall be required to review this regulation and submit an application to the District Superintendent. Outside Organizations must follow the guidelines and restrictions as set forth below. See form entitled, "Procedures for Use of Nassau BOCES Facilities."

- A. All applications for use of school facilities shall be made in writing and submitted to the District Superintendent at least 30 days prior to the date of the requested use. Permit applications are available on the Nassau BOCES website (www.nassauboces.org).
- B. All Outside Organizations must clearly and completely describe the intended use of the District facilities.
- C. All Outside Organizations must identify an authorized agent of the organization requesting use of District facilities and identify the individuals responsible for supervising the use of District facilities. The designated authorized agent of the Outside Organization requesting use of District facilities must sign the application. The authorized agent's signature on the application shall attest to the Outside Organization's intent to comply with all Board policies and regulations and to use District facilities strictly in accordance with the use described in the application.
- D. All authorized agents must agree to and use District facilities strictly in accordance with the use described in the application and assume responsibility for all damages resulting from its use of District facilities.
- E. The Outside Organization must provide proof of adequate insurance at least 10 days before the date of the requested use.
- F. The Outside Organization must remit payment for use of District facilities within 30 days of invoicing by the District. The District retains the right to condition use upon the Outside Organization depositing with the District a sum equaling the estimated costs and fees associated with the proposed use 10 days in advance of the requested use. Failure to pay the District in a timely manner may result in the suspension or revocation of Outside Organization's privileges to use District facilities in the future.

Community Relations

SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES (Cont'd.)

- G. The District Superintendent or his/her designee is authorized to issue permits for the use of District facilities in accordance with the terms of this regulation.
- H. Permits shall be valid only for the facility, use, dates and time specified in the permit. Permits shall not be transferable and no modification or adjustment to the permit is allowed except with the prior written approval of the District Superintendent.
- I. The District Superintendent is authorized to alter or cancel any permit if it becomes necessary to use the facility for school purposes or for other justifiable reason.
- J. With regard to scheduling activities, the District retains the right to give preference to groups and organizations that are associated with or sponsored by the District.
- K. Issuance of a permit shall not limit the right of access to the facility by District staff.

Ref: Education Law § 414

(Continued)

Community Relations

SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES**PROCEDURES FOR USE OF NASSAU BOCES FACILITIES****READ THE FOLLOWING REQUIREMENTS AND RETURN APPLICATION TO:
BOARD OF COOPERATIVE EDUCATIONAL SERVICES OF NASSAU COUNTY
71 Clinton Road, P.O. Box 9195, Garden City, New York 11530-9195**Attention: |District Contact Person |**FACILITY USE REQUIREMENTS**

The use of all District facilities shall be subject to the approval and rules of the Board of Education administered by the District Superintendent or his/her designee.

1. Organizations wishing to use District facilities shall first apply to the District Superintendent on the prescribed form. The District Superintendent or his/her designee has final authority on approval.
2. In the event of inclement weather, the District Superintendent or his/her designee has the final authority on whether facilities are usable.
3. Intoxicants shall not be brought onto District facilities at any time.
4. All posted rules must be adhered to.
5. Profanity, objectionable language, disorderly acts or illegal activities of any kind are absolutely prohibited, and those violating this prohibition will be ejected from the premises.
6. Any damage to District facilities shall be promptly repaired at the user's expense. No exceptions. If maintenance personnel are not available, make sure all doors are locked and lights are turned out when leaving.
7. Organizations using the facilities must clean up afterwards.
8. Permits may be revoked at any time.
9. Any organization with youth under 18 years old requires the presence of adequate adult supervision at all times.
10. Smoking or other use of tobacco products is not allowed on District property.
11. Facilities are not available if in conflict with school use. No unauthorized vehicles are allowed on school property. No field or building alterations (lining of fields or gymnasiums, erecting permanent goal posts or structures, etc.) are allowed without prior approval.
12. The District does not discriminate on the basis of race, color, national origin, physical impairment or sex in its educational programs or employment services.
13. All users must provide the following insurance prior to using facilities.

Community Relations

PROCEDURES FOR USE OF NASSAU BOCES FACILITIES (Cont'd.)

SUBJECT: COMMUNITY USE OF SCHOOL FACILITIES

FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT:

- A. The user hereby agrees to name the District as an unrestricted additional insured on the user's policy.
 - B. The policy naming the District as an additional insured shall:
 - be an insurance policy from an A.M. Best rated "secured" New York State insurer, permitted to do business in New York State;
 - contain a 30-day notice of cancellation;
 - state that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers;
 - additional insured status shall be provided with ISO endorsement CG 2026 or its equivalent.
 - C. The user agrees to indemnify the District for any applicable deductibles.
 - D. Required Insurance:
 - **Commercial General Liability Insurance**—\$1,000,000 per occurrence/\$2,000,000 aggregate.
 - E. User 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 user is to provide the District with a certificate of insurance, evidencing the above requirements have been met. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.
The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The consultant 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.
14. Prior to the start of the event, an announcement should be made to your group regarding emergency evacuation procedures. For example, pointing out posted procedures, directions for exiting, how to respond to fire alarms, etc.
 15. In the event of an accident, please notify the custodian on duty, or call the business office the next morning at 516.396.2210. Fill out the incident form attached.