

Lewiston-Porter Central School Facilities Use Agreement

Date(s) of Use/Event: _____ Facility Used: _____

Use/Event Description: _____

User's Name: _____

Address: _____

Phone Number: _____

The User will provide Lewiston-Porter Central School (LPCS) with a Certificate of Insurance evidencing coverages that comply with the required insurance coverages set forth on the reverse side of this page. Please note that the Certificate(s) must be delivered to LPCS's Office of Administrative Services ten (10) business days prior to the use of the premises by the User.

Indemnification. User agrees to defend, indemnify and hold harmless Lewiston-Porter Central School, its officers, employees and agents, from and against any and all claims, proceedings, liabilities, losses, demands, costs and expenses, including reasonable attorneys' fees, arising out of the acts or omissions of User, its directors, officers, employees or agents, arising out of or in connection with this Agreement.

For use of the facility, the User agrees to abide by the following special provisions:

Any unauthorized alterations made to this agreement without prior approval will void and therefore cancel this agreement. Furthermore, this agreement shall not be effective until fully executed by all parties named below.

LEWISTON-PORTER CENTRAL SCHOOL
OFFICE OF ADMINISTRATIVE SERVICES

BY: _____
Dr. Patricia Grupka
Asst. Supt. for Administrative Services

Date

USER'S COMPANY NAME: _____

By: _____
Authorized Representative

Date

(See Over)

INSURANCE REQUIREMENTS

Users must (at their cost) maintain and evidence all "checked" coverages with the limits as indicated:

A. Required Coverages

- 1. Commercial General Liability**
- | | | |
|---------------------------------------|-------------|-----------------------------|
| Bodily Injury & Property Damage Limit | \$1,000,000 | each occurrence |
| Products/Completed Operations Limit | 1,000,000 | aggregate |
| Personal Injury and Advertising | 1,000,000 | each person or organization |
| General Aggregate Limit | 2,000,000 | |

Endorsed exclusions/limitations for the following are not permissible: Athletic Participants, Contractual Liability, or Designated Premises Restriction

- 2. Automobile Liability**
- Owned, Hired and Non-Owned Autos
(Symbol "1" on Business Auto policies)
- | | | |
|---|-----------|---------------|
| Combined Single Limit for Bodily Injury | 1,000,000 | each accident |
|---|-----------|---------------|

- 3. Workers' Compensation and Employers' Liability**
- Statutory coverage complying with the New York Workers' Compensation Law

- 4. Liquor Liability**
- Bodily injury or property damage including damages
for care, loss of services, or loss of support
- | | | |
|--|-----------|-------------------|
| | 1,000,000 | each common cause |
| | 1,000,000 | aggregate |

- 5. Professional Liability**
- Covering claims arising out of the rendering or failure to render
any professional services.
- | | | |
|--|-----------|-----------------|
| | 1,000,000 | each occurrence |
| | 3,000,000 | aggregate |

- 6. Other (Describe: _____)**

- 7. Excess Umbrella Liability**
- | | | | |
|---|--------------------------|-------------|---------------------------|
| Combined Single Limit for Bodily Injury & Property Damage | <input type="checkbox"/> | 1,000,000 | each occurrence/aggregate |
| | <input type="checkbox"/> | 5,000,000 | each occurrence/aggregate |
| | <input type="checkbox"/> | Other _____ | |

Coverage to apply in excess of the following described above:

- 1 2 3 4 5 6

- B. Lewiston-Porter Central School must be named as an Additional Insured, on a primary basis, under the following coverages(if required): General Liability, Liquor Liability, Excess Umbrella Liability and, if checked here, the other insurance described above

- C. Insurers providing me above policies must be licensed to do so in New York State and must have an A.M. Best's Rating of not less than A- with a Financial Size Category rating of not less than X.

- D. All coverages are to be provided on an occurrence basis unless otherwise agreed by Lewiston-Porter Central School.

- E. Certificates of Insurance must provide for 30 days notice of cancellation of any of the evidenced coverages.

- F. All Certificates must be provided to and approved by Lewiston-Porter Central School prior 10 using the Lewiston-Porter Central School's facilities. The Certificate Holder must be designated as "Lewiston-Porter Central School, Office of Administrative Services, 4061 Creek Road, Youngstown, NY 14174.