

Facilities Use Agreement

between **Monroe One BOCES** of 41 O'Connor Rd, Fairport, NY 14450-1327 and

Organization	
Organization's Representative	
Street Address	
City	
State	
Zip + 4 Code	
Contact Telephone Number	
Emergency Telephone Number	
Organization website	
Contact e-mail	

1. The organization and its representative (O&R) warrant that this facility use shall comply with NYS Education Law Section 414, which limits allowable use to:
 - a. Holding social, civic, and recreational meetings and entertainments, and other uses pertaining to community welfare but such meetings, entertainments and uses shall be non-exclusive and open to the public.
 - b. Meetings, entertainments, and occasions where admission fees are charged if the fee is to cover charges levied upon the organization by the district or if the charge is for the express purpose of being expended for an educational or charitable purpose.

Will admission, membership or fee be charged?	
What civic or charitable function does it support?	
What is the charge?	

2. And specifically **prohibits use for**:
 - a. The benefit of a society, association, religious sect or denomination, fraternal, secret, or exclusive society other than organizations of veterans and volunteer firefighters.
 - b. Non-educational money raising activities by local organizations of a private nature.
 - c. Activities using baseballs, bats, lacrosse balls, archery and any equipment or materials that may damage building surfaces.
 - d. Athletic and Recreational Camps.
 - e. Carnivals.
 - f. Firework Displays.

3. The purpose for the O&R facility use is:

4. Setup requested: (Additional charges may be made for set-up and use of equipment and supplies.)

5. Items brought on site by organization?

6. Monroe One BOCES (M1B) does not permit use of its facilities over school recess periods which includes all Federal holidays, Conference Days, and the published Thanksgiving, December & January, February, March &/or April recesses. Further, there shall be no uses permitted on Sundays or between June 22 and July 10 and August 18 & September 1.
7. O&R does covenant and agree to defend, indemnify, and hold harmless M1B from and against 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 M1B property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor, or subcontractor of O&R.
8. O&R understands and agrees that its use of M1B'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"). O&R agrees that its indemnity and insurance obligations extend to the areas identified in this application as well as all incidental areas and grounds.
9. O&R shall provide a certificate of commercial general liability insurance, with a completed copy of the endorsements attached to the Certificate of Insurance, which will be reviewed by our insurance representative, not less than 2 weeks in advance of the first requested date of use. Minimum Required Insurance:
 - a. **Commercial General Liability:** \$1 million per Occurrence/ \$2 million Aggregate, with no exclusions for athletic participants; \$2 million Products and completed Operations, \$1 million Personal and Advertising Injury, \$100,000 Fire Damage, and \$10,000 Medical Expense.
 - b. **Automobile Liability:** \$1 million combined single limit for owned, hired, borrowed and non-owned motor vehicles.
 - c. **Worker's Compensation:** form C-105.2 or U-26.3 and **NYS Disability Insurance** form DB-120.1 (note that ACORD certificates are not acceptable). A person or organization seeking an exemption must file a **CE-200 Form** with the state and provide this as proof.
 - d. **Umbrella/Excess Insurance:** \$1 million each Occurrence and Aggregate on a follow-form basis over the required Auto Liability and General Liability coverages.
 - e. **Organized Athletic Activities:** \$5 million each Occurrence and Aggregate on a follow-form basis over the required Auto Liability and General Liability coverages.
 - f. **Name Monroe #1 BOCES as an additional insured**, by endorsement CG 2026 or equivalent, verified by copy of the endorsement attached to the certificate of insurance;
 - g. O&R agrees to **indemnify M1B for applicable deductibles and self-insured retentions**.
 - h. **Insurance policy from an A.M. Best "A-rated" or better insurer.**
 - i. **Organizations coverage shall be stated as primary and non-contributory for M1B**, including the M1B board, employees, and volunteers with a waiver of subrogation in favor of M1B.
 - j. **Provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms.**
 - k. **Indicate whether the insurance producer is an agent for the entity providing coverage.**
10. O&R acknowledges that failure to maintain the insurance described above constitutes a material breach of contract, this Facilities Use Agreement, and so subjects O&R to liability for damages, indemnification, and all other legal remedies available to M1B.
11. O&R further acknowledges that M1B is a member/owner of the New York Insurance Reciprocal (NYSIR) and that the commercial general liability insurance requirements above intend to benefit not only M1B but also the NYSIR as the district's insurer.

12. Facility Use is scheduled in 4-hour blocks, rounded up, such that 1 hour of use = 1 block, 3 hours of use = 1 block, 4.5 hours of use = 2 blocks, 9 hours use = 3 blocks. This allows for the cost of scheduling, providing heating and cooling as applicable, security, and cleaning. The rates are:

Facility & Areas	Approx Sq Ft	Maximum Occupancy	Rate \$/block
Grounds Areas, Field Use Fairport Campus	NA	50	\$25.00
Bldg 8 Foreman Center, Fairport Pool	6,730	47	\$125.00
Transportation Training Room Fairport	1,498	100	\$50.00
Bldg 9,10 O'Connor Academy, Fairport			
F02 Gymnasium	2,698	180	\$30.00
B03C Conference Room	340	17	\$15.00
Bird Morgan School, East Rochester			
Auditorium	6,376	675	\$75.00
Gymnasium Bird	2,880	192	\$35.00
Cafeteria A001	3,744	249	\$45.00
Gymnasium Morgan	5,920	395	\$70.00
15 Linden Park, Rochester NY 14625			
Meeting Room 1A	1,118	75	\$50.00
Meeting Room 1B	1,365	91	\$50.00
Meeting Room 1A + 1B combined	2,483	166	\$75.00
Meeting Room 2A	680	34	\$35.00
Meeting Room 2B	1,040	69	\$50.00
Meeting Rooms 2A & 2B combined	1,720	114	\$75.00
Building 1,2,3 Foreman Center, Fairport			
A07 Conference Dining	1,163	25	\$50.00
E09 Conference Room	819	41	\$30.00
F02 Conference Room	306	15	\$ 20.00
G04C Conference Room	182	9	\$ 20.00
G10 Gymnasium Creekside	3,447	240	\$100.00
H09 Cafeteria	3,910	261	\$125.00
H10 Small Gymnasium	2,145	143	\$75.00
M03 Conference Room	840	42	\$30.00
R13 Board Room	1,075	49	\$30.00
S05 Conference Room	759	35	\$30.00
V11 Conference Room	289	14	\$ 20.00
V12A Conference Room	192	9	\$20.00

13. This agreement is for O&R to specifically use, for the agreed fee, calculated as follows:

Facility & Area						
Date Start				Date End		
Days of Week	Hour Start	Hour Stop	Use Hours	Blocks	Total WkDy	Total Blocks/Weekday
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						
				Total Blocks		
				\$/Block		
				Total Facility Fee		
Setup Fee?						
Equipment or material use fee?						
				Total Fee		

14. The fee must be received not less than 2 weeks in advance. If the use is for more than one 3-month period, then the fee may be paid, in advance, by the quarter.

Fee to be paid by quarter?	Yes		No	
Number of quarters, if applicable	1	2	3	4
Quarterly fee amount, to be received 2 weeks in advance of each quarter				

15. Refunds for cancelation will be given if the O&R provides a written request for paid-in-advance funds and:

- M1B initiated (which may be due to weather, environmental or program conditions) or
- O&R initiated not less than 15 business days before the scheduled date of use. Cancelations closer to the scheduled use will not be approved for refunds.

16. The conditions by which days not originally requested may be added to this agreement are limited to: If an agreement is in place, signed and validated; and the insurance certificate requirement has been met and does not exclude the request; and additional payment is made 5 business days ahead of the additional date requested; and there are no conflicts or concerns from M1B, then the date(s) *may* be approved.

17. O&R agrees that serving food at this facility use will comply with Monroe County Health Department regulations. If food will be served, compliance will be achieved by using:

Monroe #1 BOCES Café Catering	
Other catering, provide vendor name and menu:	
O&R provided licensed L1 & L2s. Provide a copy of licenses and menu.	

18. O&R warrants that in exchange for permission to use its facilities and incidental areas:
- O&R property or materials will not be stored at M1B facilities. Charges for additional blocks will be incurred if O&R materials remain at M1B facilities.
 - O&R will provide proper supervision and security for the use of facilities.
 - If pool use is included, O&R will, in advance, review the Pool Safety Plan (available online, www.monroe.edu under Notices & Procedures under Health & Safety Written Plans and Information), attach a list of certified lifeguards to this agreement, and by signature of this agreement affirm that compliance with the complete Pool Safety Plan is an obligation of this agreement.
 - O&R warrants it will uphold the law, including all building and fire code regulations, respecting maximum occupancy limits, clear exiting, exclusion of open flames and use of flammables, keeping doors properly closed, and ensuring that people attracted to its use of facilities do not smoke, use tobacco, alcohol, or drugs within nor within 100 feet of the property boundaries.
 - Estimated occupancy of this facilities use will be :

O&R staff	
Participants	
Cars on site	

- O&R warrants that it will actively prevent access to M1B facilities and property not included in this use.
 - O&R will repair any damage and restore any change in locations of furnishings or equipment such that the facilities are left in good order and repair.
 - O&R indemnifies M1B from responsibility for any claims for loss or damage or injury to persons or property in connections with this facility use.
 - O&R agrees that any web site, literature, postings, or notifications for this facility use will include the phrase "This event or program is not sponsored by Monroe One BOCES."
19. The undersigned represents that he or she is over 21 years of age and authorized to make this agreement on behalf of O&R and that O&R will fulfil all obligations of this agreement:

O&R Signature	
Date of Signature	
Printed Name of Signatory	
Title	

20. Please include this signed agreement with payment, by check or money order only, certificate of insurance and any other required documents to Monroe One BOCES, Attn: Samantha Jensen, 41 O'Connor Rd, Fairport, NY 14450-1327 or e-mailed to samantha_jensen@boces.monroe.edu.
21. This agreement will be valid when insurance documents are received and approved, payment is received and when counter signed by M1B below. A copy will be returned to the O&R address of record.
22. Validation for this Facilities USE Agreement from M1B:

Signature	
Date of Signature	
Printed Name of Signatory	Lisa N. Ryan
Title	Assistant Superintendent of Finance & Operations