

### 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, entertainments and other uses pertaining to the community's 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 any charge levied upon the organization by Monroe One BOCES (M1B) 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 an 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 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 O&R? See 18a., additional charges may be made.

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 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 M1B property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, spectator, 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 the application and/or permit and all incidental areas.
9. O&R shall provide a certificate of commercial general liability 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:** \$1,000,000 per occurrence, \$2,000,000 aggregate, and with \$10,000 medical expense, without exclusion for athletic participants.
- b. **Automobile and Trailer Liability:** Combined single limit for owned, hired, borrowed and non-owned motor vehicles \$1,000,000 and trailers \$500,000.
- 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:** \$1,000,000 each occurrence and aggregate on a follow form basis.
- e. Monroe One BOCES named as an additional insured, by endorsement CG 2026 or equivalent, verified by copy of the endorsement attached to the certificate of insurance.
- f. Policy from an A.M. Best "A-rated" or better insurer.
- g. State that the organizations coverage shall be primary and non-contributory for M1B, including the M1B board, employees, and volunteers and include a waiver of subrogation in favor of M1B for all coverages including workers compensation.
- h. Provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms.
- i. Indicate whether the insurance producer is an agent for the company or companies providing coverage.

10. O&R acknowledges that failure to maintain the insurances described above constitutes a material breach of contract, this 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 and providing heating, cooling as applicable, security and cleaning. The rates are:

| <b>Facility &amp; Areas</b>                        | <b>Approx Sq Ft</b> | <b>Maximum Occupancy</b> | <b>Rate \$/block</b> |
|--|---------------------|--------------------------|----------------------|
| <b>Grounds Areas, Field Use of Fairport Campus</b> | NA                  | 50                       | \$25.00              |
| <b>Bldg 8 Foreman Center, Fairport Pool</b>        | 6,730               | 47                       | \$125.00             |
| <b>Transportation Training Room Fairport</b>       | 1,498               | 100                      | \$50.00              |
| <b>Bldg 9,10 O'Connor Academy, Fairport</b>        |                     |                          |                      |
| F02 Gymnasium                                      | 2,698               | 180                      | \$30.00              |
| B03C Conference Room                               | 340                 | 17                       | \$15.00              |
| <b>Bird Morgan School, East Rochester</b>          |                     |                          |                      |
| Auditorium   | 6,376               | 675                      | \$75.00              |
| Gymnasium Bird                                     | 2,880               | 192                      | \$35.00              |
| Cafeteria A001                                     | 3,744               | 249                      | \$50.00              |
| Gymnasium Morgan                                   | 5,920               | 395                      | \$70.00              |
| <b>15 Linden Park, Rochester NY 14625</b>          |                     |                          |                      |
| 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              |
| <b>Building 1,2,3 Foreman Center, Fairport</b>     |                     |                          |                      |
| 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 | Hours Use | Blocks             | Total Days | 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. Use cancellation refunds will be given only if the O&R provides a written request for O&R paid for in advance funds if:

- a. M1B initiated (which may be due to weather, environmental or program conditions) or
- b. O&R initiated not less than 15 business days before the scheduled date of use. Cancellations 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 the following: 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 One BOCES Café Catering                                       |  |
| Other catering, provide vendor name & menu                           |  |
| O&R provided licensed L1 & L2s. Provide a copy of licenses and menu. |  |

18. O&R warrants to M1B that in exchange for permission to use its facilities and incidental areas:
- a. 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.
  - b. O&R will provide proper supervision and security for the use of facilities.
  - c. If pool use is included, O&R will, in advance, review the Pool Safety Plan (available online, [www.monroe.edu](http://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.
  - d. 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.
  - e. Estimated occupancy of this facilities use will be:

|              |  |
|--------------|--|
| O&R staff    |  |
| Participants |  |
| Cars on site |  |

- f. O&R warrants that it will actively prevent access to M1B facilities and property not included in this use.
  - g. 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.
  - h. 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.
  - i. 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 the 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 perform 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: Facilities Office, 41 O’Connor Rd, Fairport, NY 14450-1327 or by e-mail [Facilities\\_Office@boces.monroe.edu](mailto:Facilities_Office@boces.monroe.edu)**
21. This agreement will be valid when insurance documents are received, 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 |