

HIGHLAND CENTRAL SCHOOL DISTRICT

Business Office, 320 Pancake Hollow Road, Highland, New York 12528

Building Use Insurance Requirements

1. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the name of Highland Central School District as an additional insured on the permittee's insurance policies.
2. **The policy naming Highland Central School District as an additional insured shall:**
 - a. Be an insurance policy from an A.M. Best rated "Secure" or better insurer, licensed in New York State.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers.
 - c. The District shall be listed as an additional insured by using an endorsement providing additional insured coverage for accidents and claims arising out of their use of facilities such as ISO endorsement CG 2026 or equivalent. The decision to accept an alternative endorsement rests solely with the District. A completed copy of the endorsement must be attached to the certificate of insurance.
 - d. At the District's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
3. The permittee agrees to indemnify the District for any applicable deductibles and self-insured retentions.
4. **Required Insurance:**
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/\$2,000,000 aggregate, with no exclusions for athletic participants.
 - b. **Excess Insurance**
Excess Insurance as per the discretion of the district.
5. Permittee 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 permittee is to provide the district with a certificate of insurance, evidencing the above requirements have been met, **prior** to the commencement of work or use of facilities.
6. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The permittee 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.

The undersigned is over 21 years of age and has read this form and attached regulations and agrees to comply with them. He/She agrees to be responsible to the Highland Central School District for the use and care of facilities. He/she, on behalf of the _____ does covenant and agree to defend, indemnity and hold harmless the Highland Central School District 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 the Highland Central School District property, facilities and/or services, including but not limited to bodily injury to any employee, invitee, guest, contractor or subcontractor of _____. _____ understands and agrees that its use of Highland Central School District's property and facilities includes, but is not limited to, all areas identified in the application and/or permit, 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"). _____ agrees that its indemnity and insurance obligations extend to the areas identified in the application and/or permit and any and all incidental area.

Signature of Organizations Representative

Print Name

Date