

## FACILITIES USE AGREEMENT | RULES AND REGULATIONS

Your assistance and cooperation in following the rules identified below will assist the City in fulfilling their responsibility to the community. Please be aware that any group unable to comply with these rules may be assessed for damages that occur to City facilities during use or have their building use privileges suspended or discontinued.

**All groups requesting the use of City of North Tonawanda’s facilities must agree to the following conditions:**

1. Smoking on City property is not permitted
2. Fighting or other violent acts are not permitted on city property
3. Any individual or group that damages city property shall be responsible for all costs required for repair. Groups are responsible to report items damaged during use.
4. Groups are responsible to return the facilities to the same safe condition in which they were found. This includes desks, chairs, audio visual equipment and athletic facilities (pitching rubber and home plate on the baseball diamonds, volleyball nets. etc.) Nothing will be removed from any building at any time.
5. Groups are responsible to provide their own on-site supervision and shall remain with the group until all participants have left the premises. **Participants should remain in the area that was approved for their use.**
6. Groups that have not received proper authorization from the City to use Cotu facilities will not be permitted in/on city properties.

**7. Insurance Requirements:**

- a. A **Certificate of Insurance** must be obtained with the City of North Tonawanda as the certificate holder on the sponsoring group’s liability policy, along with this signed form. The description of operations box must include the group name and activity.
- b. The liability coverage must not contain any exclusions or restriction of coverage for claims involving New York Labor Law, Employers Liability, Third party over actions, or equivalent.
- c. Additional Insured: Coverage in the sponsoring group’s Commercial General Liability, Automobile Liability (if applicable), and Umbrella/Excess Liability (if applicable) policies or coverage sections shall be written or endorsed so as to apply to the following **additional insured on a primary and non-contributory basis: “City of North Tonawanda and its employees, volunteers committee members and board members.”** The Certificate must reference the policy form(s) being used to achieve this additional insured status on a primary and noncontributory basis.
- d. **Certificate of Insurance** must have the required insurance coverage checked (°) below with carriers with an A.M. Best rating of A- or higher and licensed as “admitted” carriers by NYS Insurance Department. Limits applicable shall be the greater of those indicated below or the amounts carried by the organization requesting use of City facilities:

- i. Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury and

property damage liability.	
General Aggregate	\$2,000,000
Products & Comp/Ops. Aggregate	\$1,000,000
Personal & Adv. Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Medical Expense (any one person)	\$ 5,000

- ii. ° **Sexual Misconduct (Molestation or Abuse) Liability**

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

- iii. ° **Automobile Liability** insurance covering all owned, hired and “non-owned” vehicles with a minimum limit of:

Combined Single Limit	\$1,000,000
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- iv. ° **Umbrella or Excess Liability**

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

- v. ° **Aviation Liability Insurance** applicable to the use of unmanned aircraft with a minimum limit of:

Per Occurrence

\$1,000,000

**Individuals:**

Required Insurance:

- Homeowners Insurance

Section Two – Liability: \$300,000 limit of liability. Policy shall not exclude the off-premises activities of the insured.

I \_\_\_\_\_ agree on behalf of the organization indicated below that all members and guests will observe the above regulations and that we, individually and as an organization, will assume full financial responsibility for any and all damages done to City of North Tonawanda property. We also agree that our organization will at all times hereafter indemnify the City of North Tonawanda against any loss, damage or expense of any kind, which said city may sustain or incur as a result of the attached approved Facilities use by our organization and we will further hold said city harmless for loss of any kind in connection therewith.

\_\_\_\_\_  
Name of Group

\_\_\_\_\_  
Signature - Requesting Officer

\_\_\_\_\_  
Date

**AGREEMENT**

**For Use of Municipal Facilities of the  
City of North Tonawanda  
By Non-Municipal Organizations**

Name of Organization

\_\_\_\_\_

Name of Representative

\_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone # \_\_\_\_\_

Contact Person (if different) \_\_\_\_\_

Phone # \_\_\_\_\_

Requests use of the facilities at °

- Other

(specify) \_\_\_\_\_

Room(s) \_\_\_\_\_

- Other

(specify) \_\_\_\_\_

Equipment ° TV ° VCR ° Screen ° Overhead ° (Describe any equipment use)

\_\_\_\_\_

Supplies

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Other (describe)

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Date(s): \_\_\_\_\_ Time(s): Start \_\_\_\_\_ ° AM ° PM End \_\_\_\_\_ ° AM ° PM

Please describe activity

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*It is mutually agreed that only the facilities listed above are to be used by the above named organization and only for the date(s) and time(s) requested.*

Signature of Organization Representative \_\_\_\_\_ Date

**Note:** It may become necessary to displace a group/ activity due to unforeseen circumstances.

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***City legal office Authorization***

Signature of City Representative \_\_\_\_\_ Date

Insurance Certificate Required ° YES ° NO      Certificate Provided ° YES ° NO

**In consideration of the use of the City facilities, the aforementioned organization on this form agrees to abide by the following rules and regulations established by the City:**

1. Grounds and buildings must be kept clean, neat and orderly.
2. Organizations must assume responsibility for keeping order while they are using the facilities.
3. All costs resulting from careless use of City property or damage to City property will be assessed against the organization.
4. Only the facilities provided in this agreement are to be used. They must be used only at the time(s) designated.
5. The use of tobacco is prohibited in/on City property at all times.
6. No one is ever to be permitted on gym floors for athletic purposes unless he/she wears gym shoes or socks.
7. Skateboards, rollerblades and similar items may not be used inside any City building.
8. All schedules must be completed and approved by the City legal office, and no changes are to be made without the department's approval.
9. In case of athletic organizations using the building, a complete list of all members (a roster of members which includes their names and addresses) must be filed with the facilities use request.
10. Bicycles, wagons, etc. are not to be taken inside a City building.
11. No food or drink is allowed in the gymnasium.
12. In case the person in charge is changed, the organization must report that fact in writing immediately to the City legal office
13. In case of an accident resulting in injury to any person or damage to any property, it **MUST BE REPORTED** immediately to the building representative in charge, or City legal department. All reports **MUST** be in writing.
14. The City reserves the right to alter or change any or all provisions of this agreement or to cancel it in its entirety at any time providing that notice of such action be given in writing to the organization concerned.
15. The City requires a **Certificate of Insurance** from the organization and it must have the required insurance coverage(s) as identified in the Facilities Use Agreement Rules and Regulations affixed to this application before this application will be considered.
16. Activities involving the use of the kitchen facilities require a kitchen staff employee to be hired during that time. All labor costs will be paid by the organization when billed.
17. Groups will be required to enter/exit the City building(s) promptly at the time designated and approved.