

#

APPLICATION FOR USE OF SCHOOL BUILDING / FIELD

EDGEMONT JR./SR. HIGH SCHOOL – 200 WHITE OAK LANE, SCARSDALE NY 10583
GREENVILLE SCHOOL - 100 GLENDALE ROAD, SCARSDALE NY 10583
SEELY PLACE SCHOOL – 51 SEELY PLACE, SCARSDALE NY 10583

SUBMIT APPLICATION TO THE SCHOOL WHERE THE ACTIVITY IS TO OCCUR.
APPLICATION MUST BE SUBMITTED AT LEAST ONE WEEK PRIOR TO SCHEDULED USE.

PLEASE PRINT

Name of School _____ Purpose _____

Space Requested _____

Date(s) _____ Day (s) _____ Time _____

Name of Organization or Group _____

Person in Charge _____ Phone # _____

Address _____ Bus.# _____

Number in Group: Residents _____ Non Residents _____ Admission Charge _____

Special Custodial Service Required _____

Equipment Requested _____

Equipment To Be Supplied By Applicant _____

Proof Of Insurance _____ (See Insurance Requirement below.) If waiver of insurance requirement is requested, state basis therefor

Responsibility of Applicant:

I acknowledge that I will enforce district rules including the following:

Smoking is prohibited on school grounds.

No dogs are allowed on school grounds except for guiding eye dogs.

District is not liable for any damages, loss or injury.

Applicant assumes all risk, and shall indemnify, defend and hold harmless the district.

District is not liable in the event that Facilities are not available for use by applicant or if permission to use the Facilities is revoked or terminated (See Policy 4140, Section A4)

On behalf of this organization I accept full responsibility for any damage done by this group in the use of this facility.

Date _____ Signed _____

Applicant acknowledges fee to be charged

Applicant has read the Community Use of School Facilities Policy. Applicant agrees to be bound thereby, and is and shall remain in compliance therewith.

SPACE BELOW IS FOR OFFICE USE ONLY

Your request for the use of the above mentioned space is hereby approved as of _____

In accordance with the regulations adopted by the Board of Education, there will be:

No charge _____ A charge of \$ _____ to cover the cost.

An insurance certificate is is not required.

Approval by Principal / Principal's Designee

Approval by Director of Facilities

Notes:

1 Edgemont Union Free School District

2
3 **POLICY**

4
5 **COMMUNITY USE OF SCHOOL FACILITIES**

6
7 4140

8 The primary purpose for which the buildings, grounds, property and facilities (collectively,
9 “Facilities”) of the Edgemont Union Free School District (“District”) may be used is the
10 education of students in the District’s regular programs for instruction and co-curricular and
11 athletic activities (collectively, the “District’s Core Mission”). Accordingly, District and school-
12 sponsored activities shall receive priority use of District Facilities.
13

14 When Facilities are not in use for District purposes and in those comparatively rare
15 instances where outside use will not interfere with instruction during school hours, the Facilities
16 may be used for other community and public purposes as permitted by law. Such use is subject
17 to consideration of a number of factors, including, without limitations, (a) applicable laws
18 (including § 414 of the New York State Education Law and Article 8, § 1 of the New York State
19 Constitution); (b) decisions of courts of competent jurisdiction and the Commissioner of
20 Education; (c) the suitability and appropriateness of the Facilities for a proposed activity; (d) the
21 cleaning, maintenance and rehabilitation needs of the Facilities; (e) the Application, insurance
22 and other requirements described in this policy; (f) fiscal considerations; and (g) any other lawful
23 criteria.
24

25 In order to ensure that use of Facilities benefits the District residents whose real property
26 taxes support the Facilities, any use that is not sponsored by District residents or groups
27 comprised of at least one more than 50% District residents (“District Groups”) shall not be
28 permitted unless it is determined by the Board of Education or the Superintendent or their
29 designee that such use would be beneficial to the District or District residents. Uses by non-
30 District residents or non-District groups shall be the subject of separate contracts, licenses or
31 other written agreements (“Contracts”), and are not the subject of this policy.
32

33 **A. General Principles:**

34
35 1. Anyone wishing to use the Facilities (“Applicant”) must complete a Facilities use
36 request form (“Application”) which is available on the District’s website. Applicants with
37 approved Applications shall have priority to use the specified Facility with the understanding
38 that should the need arise to schedule a school sponsored event during the specified date(s) and
39 time(s) requested, the Applicants will forfeit their time slot in favor of the District’s needs. All
40 efforts will be made to offer an alternative date and time, but if said date and time can not be
41 mutually agreed upon, the Applicant will be refunded any fees paid for the previously reserved
42 time slot.
43

44 2. All Applications will be reviewed for compliance with law, for completeness, for
45 compatibility between the requested use and the Facility in question, and for
46 appropriateness. The District reserves the right to deny any use of Facilities which, in its sole
47 discretion, it considers to be: (i) inappropriate for the Facilities; (ii) in conflict with other uses;
48 (iii) in conflict with requirements for cleaning, maintenance or repair of Facilities; (iv) likely to
49 involve excessive wear and tear or other risk to Facilities or persons thereon; and/or (v)
50 incompatible with the District's Core Mission. The District also reserves the right to deny any
51 use for any lawful reason.

52
53 3. The District's approval of any Application is not, and shall not be construed as, an
54 endorsement by the District of the Applicant, use, activity or event.

55
56 4. The District makes the Facilities available as an accommodation. The District
57 makes no representations or warranties as to Facilities' conditions or suitability for any use or
58 purpose. Each user of any Facility (including any Applicant and his/her/its invitees) does so at
59 his/her/its own risk. The District is not, and shall not be, liable in the event Facilities are not
60 available for use by any Applicant on any particular day for any particular purpose even if the
61 Facilities previously were approved for use by the Applicant on that day. Applicant shall defend,
62 indemnify and hold harmless the District against all cost, fees, losses and obligations, including
63 attorneys' fees, arising out of or relating to the Applicant's use of the Facilities.

64
65 **B. Permitted and Prohibited Uses**

66
67 1. Permitted Uses

68
69 The following uses are permitted by § 414 of the Education Law of the State of New
70 York and authorized by the Board of Education (all terms have the same meaning as defined in
71 the statute):

- 72
73 (a) Instruction in any branch of education, learning or the arts;
74
75 (b) Public library purposes, subject to additional library provisions of the Education
76 Law;
77
78 (c) Social, civic and recreational meetings and entertainments, or other uses
79 pertaining to the welfare of the community so long as such uses are non-exclusive and are open
80 to the general public;
81
82 (d) Meetings, entertainments and occasions where admission fees are charged, when
83 the proceeds are to be spent for an educational or charitable purpose;
84
85 (e) Polling places for holding primaries and elections and for the registration of
86 voters;

87
88 (f) Civic forums and community centers, subject to additional requirements of
89 Education Law § 414(1)(f);
90

91 (g) Recreation, physical training and athletics, including competitive athletic contests
92 of children attending a private, nonprofit school.
93

94 2. Prohibited Uses
95

96 The following uses are prohibited (all terms have the same meaning as defined in the
97 statute):
98

99 (a) Private commercial activities without local sponsorship, except as provided
100 herein or by contract.
101

102 (b) Private functions such as birthday parties, weddings, or family celebrations.
103

104 (c) Meetings sponsored by political organizations.*
105

106 (d) Meetings, entertainments and occasions that are under the exclusive control of,
107 and the proceeds of which are to be applied for the benefit of, a society, association or
108 organization or a religious sect or denomination, or of a fraternal, secret or exclusive society or
109 organization, other than veterans' organizations, volunteer firefighters or volunteer ambulance
110 workers. This prohibition does not apply to local branches of children's organizations comprised
111 primarily of District residents (e.g. Cub Scouts, Girl Scouts)
112

113 (e) Use that would destroy, damage, alter or otherwise render the Facilities unfit for
114 continued used for their intended purpose.
115

116 (f) Use that interferes with the District's Core Mission.
117

118 (g) Activities involving games of chance will generally not be permitted. Where an
119 applicant is qualified by law to operate a game of chance, the applicant must demonstrate prior
120 compliance with all requirements established by the New York State Racing and Wagering
121 Board, and the proposed use must be specifically approved in advance by the Board of
122 Education.
123

124 (h) A prohibited use that overlaps with a permitted use shall be deemed a prohibited
125 use. For example, a political organization that holds a meeting at which a fee is charged to be
126 spent on charitable purposes will be deemed a prohibited political meeting.
127

128 (i) Activities involving drugs, alcohol or tobacco.
129

130 **C. Application for Use**

131
132 1. Application for use should be submitted not less than 5 calendar days before a
133 proposed use, on a form available on the District's website. Applicants are strongly encouraged
134 to file Applications as far in advance of an intended event as possible, as the process of
135 reviewing an Application will necessarily be subordinate to administrative functions related to
136 the District's principal missions. An Application which is incomplete, or which cannot properly
137 be reviewed within the time available, may be denied. An approved Application is a prerequisite
138 for use. While an Application remains pending it is not deemed accepted.

139
140 2. Until otherwise changed by the Board of Education, every Application must be
141 accompanied by satisfactory proof of commercial general liability or event insurance in the
142 amount of \$1,000,000 per occurrence / \$2,000,000 aggregate. The insurance must: (a) be an
143 insurance policy from an A.M. Best rated "secured," New York State admitted insurer; (b)
144 provide for 30 days' notice of cancellation; (c) state that the organization's coverage shall be
145 primary coverage for the Edgemont Union Free School District, its Board of Education,
146 employees and volunteers; and (d) name the Edgemont Union Free School District as an
147 additional insured; (e) must include all appropriate endorsements as required. The District may,
148 in its sole discretion, elect to waive the insurance requirement for District Groups that assist with
149 the District's Core Mission including, for example, PTA, PTSA, Edgemont Scholarship Council,
150 Edgemont School Foundation, E-Club and Edgemont Recreation.

151
152 3. When the Director of Facilities or his/her designee determines that custodial
153 services will be required for a proposed use, the Applicant will be charged a custodial fee to help
154 offset the cost of custodial supervision, set up and clean up. Use of Blanford Field shall require
155 an additional hourly fee. The custodial services fee and Blanford Field hourly fee will be set at
156 the Annual Organizational Meeting of the Board of Education. In addition, if the Director of
157 Facilities or his/her designee determines that a proposed use may give rise to other costs and
158 expenses, or if the Applicant's use results in additional costs to the District, an appropriate fee or
159 charge will be assessed to recoup the District's expenses.

160
161 4. The Director of Facilities or his/her designee, in collaboration with the relevant
162 building principal (and/or his/her designee), will notify the Applicant if the Application is
163 approved or not approved, and if a charge will be assessed to the applicant, in accordance with
164 this policy. No approval may be given for a period longer than the school year. The District
165 has the right, in its sole discretion, to deny or revoke at any time its permission to use the
166 Facilities or any part thereof.

167
168 5. No Applicant may transfer or assign its Application or any approval for use of the
169 Facilities without the express written consent of the District.
170
171
172

173 D. Conditions of Use

174

175 1. Applicant, and its invitees, must abide by all policies, rules and regulations
176 promulgated by the District,

177

178 2. Applicants are responsible for payment for any and all damages directly or
179 indirectly caused to District Facilities in connection with the activity of the Applicant and/or the
180 Applicant's invitees and observers, beyond ordinary wear and tear.

181

182 3. Applicants may not bring any equipment onto or into District property which has
183 not been pre-approved by the Director of Facilities, in writing, for safety and for compatibility
184 with existing District space and utilities. Applicants may not use District equipment which has
185 not been pre-approved by the Director of Facilities in writing.

186

187 4. District Facilities are to be used in a manner that demonstrates respect for persons
188 and property, and which complies in all respects with the District's existing Code of Conduct as
189 applicable to persons on District Facilities. Without limiting the foregoing, the possession, use
190 and consumption of tobacco, alcohol, controlled substances and/or weapons are strictly
191 prohibited on District Facilities at all times.

192

193 5. Use of District Facilities requires appropriate adult supervision at all
194 times. Supervision and security are the responsibility of the Applicant, and the Application must
195 describe the supervision which will be provided and identify the person affiliated with the
196 Applicant who will be personally responsible for supervision.

197

198 6. The District reserves the sole and absolute discretion to immediately terminate the
199 Applicant's use and/or deny future use of District Facilities:

200

201 (a) To an Applicant who has previously misused or abused District Facilities,
202 failed to pay required fees/costs or who has otherwise violated this policy;

203

204 (b) Where an activity or event materially did not conform to the description
205 thereof made in the Application or violates any District policy, rule or regulation;

206

207 (c) Where it appears that such use may violate applicable statutory or
208 constitutional law;

209

210 (d) Where it appears that such use may give rise to a public disturbance or
211 damage to Facilities;

212

213 (e) Where it appears that such use may result in the use of Facilities or other
214 public property in aid of private enterprise;

215

- 216 (f) Where it appears that such use is incompatible, or would interfere, with
- 217 the District’s Core Mission; or
- 218
- 219 (g) Where an activity or event is not appropriately supervised and secured;
- 220
- 221 (h) Where it appears that the activity or event may endanger the safety,
- 222 morals, health or welfare of persons present or District residents; or
- 223
- 224 (i) For other lawful reasons.
- 225

226 The District shall not be liable for any refunds or any other costs, losses or injury resulting from
227 any such termination or denial of use.

228

229 7. Posters, flyers and other advertising materials to be used to promote activities at
230 the Facilities are subject to District approval. District approval of such materials is not District
231 endorsement of the event.

232

233 8. In addition, the Applicant shall otherwise indemnify, hold harmless and defend
234 the District against any and all costs, expenses, liabilities, claims and charges, including
235 attorneys’ fees, arising out or relating to the applicant’s use of the Facilities.

236

237

238	Adopted:	April 12, 2005
239	Revised Policy Adopted:	February 8, 2011
240	Additionally Revised Policy Presented:	October 27, 2015
241	Second Reading of Additionally Revised Policy:	November 10, 2015
242	Adopted on:	November 24, 2015
243	Re-revised Policy Adopted on:	September 27, 2016

244

245

246

247

248

249 *The phrase “political organizations” in Edgemont’s policy originates from Education Law
250 Section 414(1)(e), which permits meetings sponsored by political organizations to be held on
251 school property if authorized by a vote of a district meeting. Although Education Law Section
252 414(1)(e) does not define “political organization,” under Public Officers Law Section 73-a,
253 “political organizations” mean “party” or “independent body,” as defined in the election law.
254 Under Election Law Section 1-104, “party” means “any political organization which at the last
255 preceding election for governor polled at least fifty thousand votes for its candidate for
256 governor,” and “independent body” means “any organization or group of voters which nominates
257 a candidate or candidates for office to be voted for at an election, and which is not a party as
258 herein provided.” Thus, political organization is defined as any of the two definitions above.

Field Use Procedures

Blanford Field

- Use of the Blanford Facility must be in accordance with all rules, procedures and guidelines as outlined in the Edgemont Union Free School District Policy 4140 (*Community Use of School Facilities*)
- Field use during the 2016-17 and 2017-18 school years will be available only to Edgemont Jr/Sr High School (EHS) Athletic Teams and District Groups with the exception of athletic conference use on an emergency basis.
- The fee for use of Blanford Field will be set annually by the Edgemont Board of Education. Fees will be adjusted based on the length of usage and the costs incurred by the district to cover a reservation/event. For the 2016-2017 school year the base fee was approved at \$90 per hour.
- Any District Group wishing to request use of Blanford Field must fill out and submit a “Facility Use Form” available online to the Athletic Office.
- Blanford Field is reserved for EHS team practices Monday through Friday from 3:00pm to 6:00pm and Saturdays from 8:00am to 12:00pm. During weekdays, when there are EHS athletic contests on Blanford, time of field availability will begin no sooner than 30 minutes after the end of the contest provided that one of the EHS teams is not holding an evening practice. Practice and game schedules for holidays and weekends will vary based on extenuating factors (*such as ACT and SAT exam 's*) as well as other scheduling conflicts.
- EHS team practices and contests will take priority over any scheduled field use of a non-school team. Every effort will be made to avoid conflicts, but in the event that an EHS contest or practice needs to be moved and or rescheduled, the time slot of the outside organization will be used as necessary and the organization will be reimbursed for that reservation if an alternative time and date cannot be mutually agreed upon.
- During the fall and spring athletic seasons, the lights on Blanford Field will be available to extend the use of the field Monday through Thursday until 8:30pm. The lights will be on an automated timer and will go out promptly at 9:00pm. Lights will be available on Friday and Saturday nights for activities. Such activities will require an ending time of 10:00pm to ensure a lights out time of 11:00pm.
- There will be a staff member from the Building and Grounds Department on site during scheduled reservations to provide access to the restrooms and to secure the facility upon the conclusion of the reservation.

Updated: November 4, 2016