

Your group is required to provide the district with a Certificate of Liability Insurance (minimum amount of one million dollars(\$1,000,000), naming Cheektowaga-Maryvale Union Free School District, 1050 Maryvale Drive, Cheektowaga, NY 14225 as the Certificate holder, as Additional Insured (form CG 20 26 04 13 or equivalent) and Primary and Non-Contributory (form CG 20 01 04 13 or equivalent).

Please send the certificates at least one week prior to the start date of your activity to:

Michele Caccard
Maryvale Administration Office
1050 Maryvale Drive
Cheektowaga, NY 14225

Or email: caccard@maryvaleufsd.org

Thank you.

**CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT
1050 MARYVALE DRIVE
CHEEKTOWAGA, NEW YORK 14225**

INSURANCE AGREEMENT - USE OF FACILITIES

All users must provide the following insurance prior to using facilities.

FAILURE TO DO SO WILL RESULT IN REVOCATION OF YOUR PERMIT:

1. The user hereby agrees to name the District as an additional insured on the user's policy.
2. The policy naming the District as an additional insured shall:
 - Be an insurance policy from an A.M. Best A- rated insurer or better licensed to conduct business in New York State. A New York State licensed and admitted insurer is strongly preferred.
 - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
 - Additional insured status shall be provided with ISO endorsement CG 20 26 or its equivalent.
3. The user agrees to indemnify the District for any applicable deductibles or self-insured retentions.

4. Required Insurance:

Commercial General Liability Insurance

\$1,000,000 per occurrence/\$2,000,000 aggregate, with no exclusions for athletic participants.

Automobile Liability (When an organization's vehicle is brought onsite)

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

Workers' Compensation and NYS Disability Insurance (For Organizations With Employees)

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

Umbrella/Excess Insurance

General Use

\$1 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

Athletic and Recreational Camps

\$5 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

Carnival and Firework Displays, etc.

\$10 million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis over the required General Liability coverage.

5. User 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, indemnifications and all other legal remedies available to the District. The facility user is to provide the District with a certificate of insurance, evidencing the above requirements have been met before the event.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Policy Number:

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.