

Niagara Falls City School District

USE OF FACILITIES INSURANCE REQUIREMENTS

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Facility User hereby agrees to effectuate the naming of the **Niagara Falls City School District (hereinafter the "District") 630 66th Street, Niagara Falls, NY 14304**, as an Additional Insured on the Facility User's insurance policies, except for workers' compensation and New York State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
 - b. State that the Facility User's coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers, including a waiver of subrogation in favor of the District for all coverages including workers compensation. It is the intent of this agreement that Additional Insured status shall cover and extend to property and facilities including, but 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.
 - c. Additional Insured status for General Liability coverages shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rest solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability, Auto Liability (where applicable) and Umbrella/Excess coverages.
3. The certificate of insurance must describe the services provided by the Facility User that are covered by the liability policies.
4. The Facility User agrees to indemnify the District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate, with no exclusions for athletic participants.
 - Participants**
 - \$2,000,000 Products and Completed Operations
 - \$1,000,000 Personal and Advertising Injury
 - \$100,000 Fire Damage
 - \$10,000 Medical Expense
 - b. **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.
 - c. **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 (per NYS WC and Disability laws). 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.
 - d. 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.
 - Fun Days with Inflatables/Other Inflatable Use Events**
 - \$2 Million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provide broader coverage over the required General Liability coverages.
 - Organized Athletic Leagues**
 - \$3 Million each Occurrence and Aggregate. Umbrella/Excess coverage shall be on a follow-form basis or provided broader coverage over the required General Liability coverages.

Athletic/Recreational Camps

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

Carnivals 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.

6. The Facility 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, indemnification 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, prior to the event.
7. The District is a member/owner of the NY School 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.
8. Building use forms can now only be approved for 90 days at a time. Your end date will be adjusted accordingly if it is not approved to be extended past 90 days.
9. The dates of the insurance coverage must cover all requested usage dates.
10. The use of the **Niagara Falls High School** facility also requires listing of the additional parties on the certificate of insurance as indicated below:
 - a. City of Niagara Falls, 745 Main Street, Niagara Falls, NY 14302
 - b. New York Power Authority, 5777 Lewiston Road, Lewiston, NY 14092
 - c. 4455 Porter Road Corp, 4455 Porter Road, Niagara Falls, NY 14305

It may be helpful if you forward these insurance requirements to your insurer so that they can create and submit the necessary certificate of insurance.

Please have the certificates emailed to me at wtedesco@nfschools.net.

If you have any additional questions regarding insurance requirements, please feel free to contact the NFCSD at wtedesco@nfschools.net.

SAMPLE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
Current

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insured's Agent Address City, State Zip		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:																						
INSURED Facility User Name Address City, State Zip		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>(AM Best Rated "Secure" or Better)</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>(Licensed in NYS)</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	(AM Best Rated "Secure" or Better)		INSURER B:	(Licensed in NYS)		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	Y/Y/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X		Must be provided	MM/DD/YY	MM/DD/YY	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Description of facility use should include that the District/BOCES, Board, Employees, & Volunteers are additional insured. Coverage is on a primary and non-contributory basis.

Additional Insured Endorsement (CG20 26 or Equivalent) must be attached.

CERTIFICATE HOLDER District/BOCES Street Address City, State Zip	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Must be Signed
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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

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 Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

POLICY NUMBER: PK2016000007674

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Niagara Falls City School District 630 66th Street Niagara Falls, NY, 14304
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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