



DATE JUNE 20 + 23, 2026 SHELTER # 1, 2 + 3

PARK SHELTER RESERVATION

NAME:	Starpon	it 5th G	ale		1 ,	
ADDRESS:	4363 N	lapleton Ro	/	DATE: _	1110/25	5
*AS OF JA	NUARY 1, 201	9, THERE WIL	L BE A \$25 00 FE	T TO 5		116.210.21
V II US CO	IN THE CANS	R PARK CLEAR PROVIDED TI	I, BY CLEANING . IROUGHOUT TH	UP AND PO	UTTING TR	ER. PASH
**	******** FOR	THE SAFETY	OF OUR CHILDRI	ENI *****	ماد ماد ماد ماد	
LLASE	KEEP ALL VEHI	CIFS & MOTO	OR BIKES OFF TH O TO RESERVE A			L.
l will be r	esponsible for	any damages	s or mischievous	conduct i	n the park	0.0
Signature	Monica I	Daigler (Principal COR	Regan)		
Shelter Reser	ved: #1 KRA	MER	#2 LIONS	#3 S	UNDERLA	ND
Time: $8:0$	Oam - [: 30pm e, please call -	Pate :	day June 2	O + Mo	nd cay J	Wie 23.
PARK CLOS	ES AT DUS	<u>K.</u>				

FACILITIES USE AGREEMENT **RULES AND REGULATIONS**

It is the responsibility of the Town Board to assure that the use of Town buildings, equipment and grounds will at all times meet New York State, Niagara County, and Town of Pendleton rules, regulations, ordinances, and law.

Your assistance and cooperation in following the rules identified below will assist the Town Board 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 the Town facilities during use or have their building use privileges suspended or discontinued.

All groups requesting the use of Town of Pendleton facilities must agree to the following conditions:

- 1. Alcoholic beverages are not permitted on Town property
- 2. Smoking on Town property is not permitted
- 3. Fighting or other violent acts are not permitted on Town property
- 4. Any individual or group that damages Town property shall be responsible for all costs required for repair. Groups are responsible to report items damaged during use.
- Groups are responsible to return the facilities to the same safe condition in which they were found. Nothing will be removed from any building at any time.
- 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 on their building use form.
- Groups that have not received proper authorization from the Town to use Town facilities will not be permitted in/on Town properties. Proper authorization includes a Board-approved building use form.
- A Certificate of Insurance must be obtained with the Town of Pendleton as the certificate holder on the sponsoring group's liability policy, along with this signed form. In the description of the operations box the following must be included:
 - a. The group name and activity
 - The Town must be named as Additional Insured on a primary and non-contributory basis including the following statement: "Town of Pendleton and its employees, elected leaders, committee members, board members, are hereby named as Additional Insured." The Certificate MUST reference the policy form(s) being used to effect this PRIMARY AND NON-CONTRIBUTORY coverage.
- 9. 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:
 - 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		000,000
Each Occurrence	\$1	,000,000
Fire Damage (any one fire)	\$	50,000
Medical Expense (any one person)	\$	5.000

Sexual Misconduct (Molestation or Abuse) Liability

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

c.

Automobile Liability insurance covering all owned, hired and "non-owned" vehicles with a

minimum limit or:	
Combined Single Limit	\$1,000,000
Umbrella or Excess Liability	
Per Occurrence	\$5,000,000
Aggregate	\$5,000,000

- Workers' Compensation evidence must be presented on form C-105.2 or U.26.3
- New York Disability Benefits evidence must be presented on form DB-120.1

I <u>Chairs</u> Signed 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 Town of Pendleton property. We also agree that our organization will at all times hereafter indemnify the Town of Pendleton against any loss, damage or expense of any kind, which said Town may sustain or incur as a result of the attached approved Facilities use by our organization and we will further hold said Town harmless for loss of any kind in connection therewith.

Name of Group

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Moreus S. Daylis | 25
Signature - Requesting Officer Pate

AGREEMENT

For Use of Facilities of the Town of Pendleton By Non-Town Organizations

Name of Organization Regn Intermediate School	
Name of Representative Marica Ocioles	
Mailing Address 4363 Mapleton Ro Phone	
Contact Person (if different) Dice Brosch Phone 716-210-2153	
Requests use of the facilities at 🏻 Town Hall 🗶 Park Shelter 🗆 Elementary 🗀 Old Highway Garage	
□ Other (specify)	
Room(s) (if applicable, please specify)	
Equipment (if applicable, please specify)	2
Other (describe)	12
Date(s): June 20+23, 2025 Time(s): Start 8:00 XAM PM; End 1:30 AM & PM	
Please describe activity 5th Grove Moving Up Ceremies	
-Will need all 3 Shelters	
Date 1925 Signature of Organization Representative Month Sugar Semarks	all
Town Clerk Authorization	
DateSignature of Town Clerk	
Park facilities use also requires Signature of Highway Superintendent	
nsurance Certificate Required 🗆 YES 🗆 NO	
Requested Facilities Available 🗆 YES 🗆 NO	
Remarks	
Town Board Authorization	
Authorized by Approved at TB Meeting	
Date Signature / Title of Authorizing Authority	

TOWN OF PENDLETON FACILITIES USE - GENERAL ANNOUNCEMENT

GENERAL ANNOUNCEMENT

Directions: the group representative should make the following general announcement to the group participants.

1.0 Cancellation of Program

In the event the Town of Pendleton Town Hall is closed due to some unforeseen circumstance (inclement weather, power failure, etc.) your group <u>may not be able</u> to meet on that day. It is at the discretion of the Town Board to allow facilities usage in such circumstances.

Should this occur the Town will make every effort to make a general announcement on the local radio stations and/or Town website. Please advise your participants should this situation arise.

2.0 Fire Alarms

If the fire alarms sounds while your group is present in the building all participants must leave the building immediately. Prior to the start of your activity, the group should familiarize itself with the nearest exit routes and the quickest means of egress. Remember to evacuate the Town facility immediately when you hear the audible fire alarm!

3.0 Safety Rules

The safety and well being of building occupants is of the utmost importance to the Town Board. Group representatives are required to inform all participants of the following items:

- 3.1 Designated parking areas.
- 3.2 Emergency exits and egress routes.
- 3.3 Construction activities and other "stay clear" areas in the buildings/grounds.
- 3.4 Adherence to all Facility Rules and Regulations

I Morica Daigler acknowledge that I have received a copy of the General	
Announcement sheet, emergency exiting and designated parking area diagrams and agree to assume the full responsibility for notifying the participants of the reconstruction these items.	_ of
Monus & Daylin monica Daigles 1/9/25	
Signature - Requesting Officer Print Name Date	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 have ADDITIONAL INSURED provisions or 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). CONTACT NAME: PHONE NEW YORK SCHOOLS INSURANCE RECIPROCAL 333 Earle Ovington Blvd. (A/C, No, Ext): Uniondale NY,11553 ADDRESS INSURER(S) AFFORDING COVERAGE INSURER A: New York Schools Insurance Reciprocal INSURED 34843 Starpoint Central School District INSURER B : 4363 Mapleton Road INSURER C Lockport, NY 14094-9263 INSURER D INSURER E : INSURER F **COVERAGES** CERTIFICATE 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 EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF POLICY EXP (MM/DD/YYYY) POLICY NUMBER COMMERCIAL GENERAL LIABILITY A LIMITS SSP STAR 001 07/01/2024 07/01/2025 X EACH OCCURRENCE \$1,000,000 CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE \$3,000,000 POLICY LOC PRODUCTS - COMP/OP AGG \$1,000,000 X OTHER A AUTOMOBILE LIABILITY CAP STAR 001 COMBINED SINGLE LIMIT (Ea accident) 07/01/2024 07/01/2025 \$1,000,000 ANY AUTO X OWNED AUTOS ONLY HIRED AUTOS ONLY BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AUTOS ONLY BODILY INJURY (Per accident) X \$ X PROPERTY DAMAGE X GARAGE LIABILITY (Per accident) \$1,000,000 A **UMBRELLA LIAB** X OCCUR ECL STAR 001 07/01/2025 EACH OCCURRENCE 07/01/2024 \$10,000,000 X **EXCESS LIAB** CLAIMS-MADE \$20,000,000 AGGREGATE DED RETENTION \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A E.L. EACH ACCIDENT If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT SCHOOL BOARD LEGAL LIABILITY SBL STAR 001 07/01/2024 07/01/2025 PER CLAIM \$1,000,000 AGGREGATE \$3,000,000 DEDUCTIBLE \$1,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Town of Pendleton, its employees, elected leaders, committee members, board members are Additional Insured on General Liability as per the terms stated on Additional Insured Endorsement CG 20 26 04 13 on a primary and non-contributory basis as per Form CG 20 01 04 13 - use of premises/facilities at Park Shelter for the District's Fifth Grade Moving Up Ceremonies during the policy period. The NYSIR GeneralLiability policy includes a Sexual Misconduct Declaratory Endorsement Policy Form #SSP 211 07 20. Re: Moving Up Ceremonies June 20 and June 23, 2025. CERTIFICATE HOLDER CANCELLATION Town of Pendleton 6570 Campbell Blvd. SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE Lockport, NY 14094 THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE



The New York Schools Insurance Reciprocal 333 Earle Ovington Blvd., Suite 905 • Uniondale, NY, 11553-3624 • 1-800-ISNYSIR • (516) 227 3355 • Fax: (516) 227-2352

Named Insured Starpoint Central School Distri	et	Endorsement Number 7
Policy Number SSP STAR 001	Policy Period 07/01/2024 - 07/01/2025	Effective Date of Endorsement 01/09/2025
Issued by (Name of Insurance Company) New York Schools Insura	nce Reciprocal	

THIS ENDORSEMENT CHANGES THIS POLICY. PLEASE READ IT CAREFULLY

In consideration of no additional premium, it is hereby understood and agreed that the policy is amended as follows:

Form CG 20 26 04 13 has been added to include the following as an Additional Insured:

Form CG 20 01 04 13 added - Primary and Non-Contributory

Town of Pendleton 6570 Campbell Blvd. Lockport, NY 14094

All other terms and conditions to remain the same

Authorized Representative

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:

- 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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 26E 04 13

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):

Town of Pendleton 6570 Campbell Blvd., Lockport, NY 14094

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

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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
- 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.