



West Side Community Services

West Side Community Services (WSCS) Facility Usage Rules & Regulations: In consideration for use of WSCS facilities, the organization (“user”) agrees to abide fully with the following policies and building regulations:

I. Insurance Requirements

All users hosting any direct service (client-facing activity) in the building or utilizing the building for more than one session must provide the following insurance prior to using WSCS facilities.

FAILURE TO DO SO PRIOR TO USE WILL RESULT IN REVOCATION OF YOUR PERMIT.

- 1) The user agrees to name WSCS an unrestricted additional insured on the user’s policy.
- 2) The policy naming WSCS as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated “secure” New York State Insurer, permitted to do business in NY;
 - b. Contain a 30-day notice of cancellation;
 - c. State that the user organization’s coverage shall be primary coverage for WSCS, its employees, and volunteers;
- 3) The facility user agrees to indemnify WSCS for any applicable deductibles.
- 4) **Required Insurance**
 - a. **Commercial General Liability - \$1,000,000 per occurrence/\$2,000,000 aggregate.**
- 5) The facility user acknowledges that failure to obtain such insurance on behalf of WSCS constitutes a material breach of the contract and subjects it to liability for damages, indemnification, and all other legal remedies available to WSCS. The facility user is to provide WSCS with a certificate of insurance evidencing the above requirements have been met. The failure of WSCS to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by WSCS.

II. Agreement

- 1) The facility user agrees to defend, indemnify and hold harmless West Side Community Services, Inc. and its officers, directors, employees, and volunteers and the City of Buffalo, its elected or appointed officials, commission members, agents, employees, and volunteers (hereby collectively referred to as “City”) from any claims, demands, suits, losses, costs or expenses including attorney fees, or any damages which may be

asserted claimed or recovered against or from the City of Buffalo by reason of any damage to property, personal injury or bodily injury, including death, sustained by any person whomsoever and which damage, injury, or death arises out of or is incident to or in any way connected with the performance of this contract. By entering into this agreement, the City does not waive any defenses it would otherwise have, including but not limited to, governmental immunity.

MY SIGNATURE BELOW IS CONFIRMATION THAT I HAVE READ AND FULLY UNDERSTAND AND ACKNOWLEDGE THE CONTENTS OF THE WAIVER OF CLAIMS ADDENDUM AND AGREE THAT I AM VOLUNTARILY WAIVING, RELEASING, INDEMNIFYING AND DISCHARGING WEST SIDE COMMUNITY SERVICES AND ITS DIRECTORS, EMPLOYEES, AND VOLUNTEERS FROM THE CLAIMS.

III. General

- 1) This permit is revocable at any time by WSCS authorities. Application is made with full knowledge that WSCS administration and Board of Directors reserve the right to cancel forthwith any or all permits previously granted without prior notice.
- 2) Upon discovery of any improper use of facilities or misrepresentation of fact, all use may be revoked permanently.
- 3) No reservation will be considered confirmed until the request has been approved by the Executive Director.
- 4) WSCS shall be informed when any material changes to the application occur.
- 5) In the event of any injury or accident, a LIABILITY INCIDENT REPORT must be submitted to the WSCS front office within one business day. (This form can be found at www.wscsbuffalo.org/building-use.)

IV. Use of Facilities

- 1) Activity shall be restricted to those areas for which permission is granted. Except for rest room facilities, participants and spectators should remain in the area or room assigned for an activity.
- 2) The activity shall not extend beyond the hours approved in the request. Please consider set-up and clean-up time when submitting your start and end times.
- 3) WSCS is to be advised of any equipment/material that will be brought onto WSCS grounds as a result of the approval of this request.
- 4) All programs shall be planned so they do not interfere with the regular WSCS programs schedule. WSCS activities will take precedence.

- 5) WSCS authorities must have free access to all rooms at all times.
- 6) If WSCS is closed or evening activities are canceled due to inclement weather, the evening use of facilities is also canceled.

V. Care of Facilities

- 1) Parking will be permitted only in regularly designated areas. There is ample street parking around WSCS. Please check posted signage regarding alternate side parking.
- 2) All facilities must be kept clean, neat, and orderly. It is expected that the facility will be left in the condition in which it was found.
- 3) No WSCS property or equipment is to be altered or removed from the premises.
- 4) All garbage and recycling must be placed in appropriate dumpster/cans in parking lot.
- 5) No food or supplies should be left after building use. No food can be kept at WSCS prior to or after the contracted time.

VI. Order and Discipline

- 1) No smoking, alcohol, or gambling is allowed on WSCS property.
- 2) No person shall knowingly have in their possession, upon the premises to which these rules apply, any alcoholic beverages and/or illegal or non-prescribed "controlled substances" ("controlled substance" as defined by Penal Law Section 220.00.).
- 3) Youth under age 21 must be supervised by an adult (21+) at all times while on WSCS property.

VII. Charges

- 1) Long-term recurring building usage is billed monthly. Long-term users must be paid in full every month to maintain their scheduled use. Late or missed payments may result in a revocation of access to WSCS facilities.
- 2) Facilities used by applicant will be carefully examined after use. The applicant agrees to and will arrange for prompt payment of any loss or damage occurring as a result of the use of WSCS property.
- 3) If applicable, the user will receive a copy of any excess cleaning charges within three business days of building use.

VIII. Cancellation

- 1) Cancellations made at least 48 hours in advance will not be penalized. If payment has been made for the use of the building, the user may choose either to have the payment refunded or applied to a rescheduled date that is agreeable to both parties.

- 2) Cancellations made with less than 48 hours notice will be billed for the full amount of the scheduled building use.

IX. Responsibility

- 1) The organization using the building shall be responsible for moving its equipment into and out of the building.
- 2) The supervisor in charge of the activity shall be present before the activity is due to start and remain with the group until all have left.
- 3) The organization using the facilities shall assume full financial responsibility for any and all damages done to WSCS property during the requested period of use. Additionally, the organization agrees to indemnify and hold harmless the WSCS against any loss, damage, or expense of any kind.

X. Materials and Equipment

- 1) WSCS-owned materials and equipment may be used for WSCS-purposes only. Private and/or personal use of WSCS-owned materials and equipment is strictly prohibited. The loan of equipment and materials for public purposes that serve the welfare of the community is allowed, as long as the equipment is not needed at that time for WSCS purposes and that the proposed use will not disrupt normal WSCS operations.
 - a. Equipment included in building usage agreements includes tables and chairs.
 - b. Equipment excluded from building usage agreements includes all gym equipment and all kitchen implements and consumables (cutlery, serving utensils plates, napkins, etc.). Users wishing to use gym equipment or kitchen implements must bring their own.
- 2) WSCS will assume no responsibility for equipment or property belonging to a community group or organization. Such property shall not be stored on WSCS property, unless specifically approved by the executive director or their designee.
- 3) Smoke machines and bounce houses may not be used inside or on the grounds of WSCS.

XI. Application for Building Usage

- 1) Requests for use of the WSCS facility should be submitted to the executive director or their designee at least ten days prior to the anticipated activity. Authorization to use WSCS facilities will be granted on a "first-come, first-served" basis. Requests to use the WSCS facility shall be made in writing to the executive director or their designee on forms to be obtained from the main office or on the website at

www.wscsbuffalo.org/building-use. Requests are to be filed no later than ten days preceding the event. The group/organization is responsible for making sure prior approval has been obtained before use takes place.

- 2) If the group/organization is non-profit, then proof of status must be attached to the Building Use Application.
- 3) WSCS may not aid or perpetuate discrimination on the basis of race, creed, color, country of national origin, religion, sex, sexual orientation, age, marital status or disability. Community groups and organizations should review their use of WSCS facilities request for conformity. WSCS reserves the right to require evidence of compliance with civil rights law.
- 4) Saturday and Sunday snow and ice removal is not scheduled. If a snow or safety threat is present, it is expected that the activity will be canceled.
- 5) For organizations using the building during times that West Side Community Services is normally closed, the user will be responsible for keeping the main entrance and emergency exit clear of snow and ice. WSCS will provide shovels, salt, and salt spreaders for the user to remove snow/ice.

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I ACKNOWLEDGE THAT NOT ADHERING TO THESE RULES WILL RESULT IN TERMINATION OF THIS CONTRACT BY WEST SIDE COMMUNITY SERVICES.

Organization/Group Name:

Print Name:

Signature:

Date: