

**APPLICATION and AGREEMENT  
FOR USE OF PUBLIC SCHOOL FACILITIES  
EAST RUTHERFORD, NEW JERSEY 07073**

**All applications must be submitted to the requested use of school's office at least thirty (30) days prior to use.**

The organization or individual applying for the use of the East Rutherford Public School District's facilities shall be referred to as the "Licensee."

The East Rutherford Board of Education shall be referred to as the "Licensor."

The Licensee hereby makes application for the use of:

<u>School</u>	<u>Location</u>	<u>Day &amp; Date</u>	<u>Time</u>	<u>from</u>	<u>to</u>

*Please Note: Board Policy 7510 facilities available M-F 6:30 – 9:30 pm or Sat. 9:00 am – 12:00 pm.*

Will there be an audience?      Yes     No

Estimated Number of Occupants      \_\_\_\_\_

Will an admission be charged?      Yes     No

If yes, for what purposes will funds be used? \_\_\_\_\_

Additional items requested:

\_\_\_\_\_ Tables     \_\_\_\_\_ Chairs     \_\_\_\_\_ Risers     \_\_\_\_\_ Spigot/key (pick-up required in the Board of Education Office)

Purpose of Use: \_\_\_\_\_

If this application is granted to Licensee, \_\_\_\_\_  
(name of organization or group)

Licensee agrees to:

1. Assume all liability for and agrees to indemnify and hold the Licensor, its respective members, agents, contractors, servants, employees, volunteers, licensees or invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with any acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees related to its use of the Licensor's facilities, including but not limited to, the Licensee's use of any portable equipment. In the event that an action or proceeding is brought against the Licensor by reason of any such claim, the Licensee, upon notice from the Licensor, covenants to resist or defend, at Licensee's expense such action or proceeding by counsel reasonably satisfactory to the Licensor.
  
2. Assume full responsibility for Bodily Injury and Property Damage incurred as a result of the acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees. The Licensee must present an insurance certificate guaranteeing proper liability coverage of at least a Combined Single Limit of \$1,000,000 per occurrence/\$2,000,000 aggregate insuring the Licensee against any liability for bodily injury and property damage. The Licensor shall be named as an additional insured on such insurance policy. The Licensee must also include an additional insured endorsement via a CG 20100704 or equivalent. **A copy of the necessary insurance policy must be presented to the Licensor, upon request, prior to the Licensee's use of the facilities.**

3. Assume responsibility for preserving orders in said school during its use of the facilities, for all fees in connection with the Licensee's use of the facilities, including when necessary, custodial fees.
4. Observe and adhere to all of the Licensor's rules and regulations governing the use of the Licensor's facilities as set forth in the Licensor's policies and regulations. The foregoing policies and regulations are as much a part of this application and agreement as if they were attached hereto. Additional copies of said policies and regulations may be obtained at the Licensor's Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Licensee from the Licensor's facilities.
5. If school is closed due to inclement weather, Licensee's event/function shall be cancelled; please check the ERBOE website for such closings.
6. If the Licensee is a "youth sports team organization," as that term is defined by N.J.S.A. 18A:40-41.5(b), the Licensee shall provide the Licensor with a statement of compliance with the Licensor's Policy No. 2431.4 "Concussion Testing and Return-to-Play" for the management of concussions and other head injuries. As defined in N.J.S.A. 18A:40-41.5(b) a "youth sports team organization" means one or more sports teams organized pursuant to a nonprofit or similar charter or which are member teams in a league organized by or affiliated with a county or municipal recreation department.
7. If the Licensee is a "youth sports team organization," the Licensee shall provide the Licensor with a copy of their accident insurance policy or certificate of insurance, guaranteeing proper accident coverage for the participants.
8. Pursuant to N.J.S.A. 18A:40-41a and N.J.S.A. 2A:62A-27, the Licensor, its employees, agents and servants shall not be liable for the injury or death of a person arising from the presence of and access to an AED, as well as the action or inaction of the Licensee or any of the Licensee's members, agents, contractors, servants, employees, volunteers, licensees or invitees.
9. The Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees hereby acknowledge that the requirements of N.J.S.A. 18A:40-41a-c concerning automated extended defibrillators apply to school-sponsored athletic events or team practices in which students of the district participate.
10. Pursuant to N.J.S.A. 18A:40-41.5, the Licensor shall not be liable for the injury or death of a person due to the action or inaction of the Licensee or any of the Licensee's members, agents, contractors, servants, employees, volunteers, licensees, or invitees.
11. All charges for the use of school facilities will be paid within thirty (30) days after the Licensee's use of the facilities has concluded.
12. **The East Rutherford Board of Education requires the Licensee to contact the East Rutherford Police Department 201-438-0165 to make arrangements for a Special Police Officer. A Special Police Officer must be present during the use of the facility. No Program participant will be allowed access to the facility until a Special Police Officer is present in the building.**
13. The Licensee agrees to pre-inspect the facilities for which use is being requested, and agrees to notify the Licensor of any defects, damages, or areas of concern prior to using the facilities. The Licensee agrees not to use the facility should a dangerous condition exist. If the Licensee fails to conduct a pre-inspection and/or fails to notify the Licensor of any damage to the facility being used, the Licensee shall be responsible for any damage found to the facility after such use.
14. \_\_\_\_\_ (by initial) I have read and hereby represent that the Licensee shall comply with any and all of the Licensor's rules, regulations, and policies.

Print Name of Licensee: \_\_\_\_\_

Signature of Licensee: \_\_\_\_\_

Position with Organization Named Above: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date: \_\_\_\_\_

**Is Certificate of Liability attached? Yes  No**

Notes:

Principal's Office Approval \_\_\_\_\_

Date \_\_\_\_\_

**FORWARDED TO:**

Superintendent's Office for Approval \_\_\_\_\_

Date \_\_\_\_\_

**FOR BUSINESS OFFICE USE**

**Permit No.:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Classification I, II, III**

- Organization will be billed for facility use which will include cost for custodial coverage and any school equipment.
- The Licensee has provided the aforementioned required certificates of insurance to the Licensor at time of request.
- The Licensee will provide the aforementioned required certificates of insurance to the Licensor before the use of the facilities date.

**Fees to be billed for:**

- Facility
- Custodial Overtime
- Equipment

Board of Education's Approval \_\_\_\_\_

Date \_\_\_\_\_