

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

Permit No.: _____
Date: _____

All applications must be submitted to the school office at least thirty (30) days prior to requested 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 ("Board") shall be referred to as the "Licensor."

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

The Licensee hereby makes application for the use of:

<u>Facility</u>	<u>Date(s)</u>	<i>from</i>	<u>Time*</u> <i>to</i>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Include set up/tear down and clean up

Additional Services requested:

- Special Lighting (other than house lights)
- Audio System
- Microphone
- Projector Screen
- _____ Tables
- _____ Chairs
- Moving of Piano
- Tuning of Piano

Will there be guest/invitees? Yes No

If yes, estimated number _____

Will an admission fee be charged? Yes No

If yes, for what purposes will funds be used?

Purpose of Use: _____

If this application is granted, 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.

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- a. **Additionally, Licensee acknowledges that a novel viral infection has resulted in a pandemic throughout the United States, and hereby agrees to ensure that its members, agents, contractors, servants, employees, volunteers, and invitees comply with and follow the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and the State of New Jersey prior to and during the use of the facility. Licensee agrees to immediately notify the Licensor if any of its members, agents, contractors, servants, or employees who are anticipated to be present in the facility or have been present in the facility have tested positive for COVID-19, or any other epidemic, and further agrees to indemnify and hold harmless 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 alleged exposure or infection of COVID-19 or any other epidemic as a result of any acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees as it relates to Licensee's use of the facility.**
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 person/per occurrence against any liability for bodily injury and property damage. The Licensor shall be named as an additional insured on such insurance policy. 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. 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.
5. 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.
6. If school is closed due to inclement weather, Licensee's event/function shall be cancelled.
7. 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.
8. If the Licensee is a "youth sports team organization," the Licensee shall provide the Licensor with a copy of their insurance certificate, guaranteeing proper accident coverage for the participants.
9. 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.
10. 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.

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- 11. 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.
- 12. All charges for the use of school facilities shall be paid prior to the scheduled use. Permission will be withdrawn from any use that is not paid in advance, except as expressly exempted by the Superintendent of Schools.
- 13. Any requested changes or modifications in this application and agreement for the use of facilities must be made in writing by the Licensee and approved by the Licensor at least three (3) days in advance of the date scheduled for the use of facilities.
- 14. _____ I have received, read and hereby represent that the Licensee shall comply with any and all of the Licensor's rules, policies, and regulations, including Board Policy and Regulation#7510.
- 15. _____ The Licensee has provided the aforementioned required certificates of insurance to the Licensor.

Print Name of Licensee: _____

Organization will be billed for facility use which will include cost for custodial coverage.

Signature of Licensee

Position with Organization Named Above

Email Address

Telephone Number

Date

Home Address

Comments:

Principal of School's Approval _____

Date _____

Superintendent of School's Approval _____

Date _____

Board of Education's Approval _____

Date _____