

REQUEST FOR USE OF FACILITIES

Board of Education Meetings are held on the **4th Monday of each month**. In order to be considered by the Board a Use of Facilities Request must be submitted to the Board office not later than the **LAST WORKDAY OF THE PREVIOUS MONTH, PLEASE PLAN TO MEET THIS TIMETABLE.**

FIRE DEPARTMENT REGULATIONS:

- 1) SMOKING INSIDE THE SCHOOL BUILDING IS PROHIBITED
- 2) DOORWAYS FREE OF OBSTACLES
- 3) EVACUATE BUILDING WHEN ALARM IS SOUNDED. RETURN ONLY AFTER ADVISED BY THE FIRE DEPARTMENT OFFICIAL
- 4) HANDICAPPED/DISABLED PERSONS MUST BE LOCATED NEAR EXIT AND FIRE OFFICIAL INFORMED
- 5) EXECUTE REQUESTS BY FIRE OFFICER PROMPTLY

The organization or individual applying for the use of the Bergenfield Board of Education's facilities shall be referred to as the "Licensee."

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

The 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.
 - 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 during Licensee's use of the facility are known to have tested positive for or been exposed to coronavirus, or any other epidemic, and further agrees to indemnify and hold harmless the Licensor, its respective members, agents, contractors, servants, or employees 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 coronavirus 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 damage to property and to pay for any and all other damages 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 \$1,000,000 per occurrence/\$3,000,000 aggregate insuring the Licensee against any liability for 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 prior to the Licensee's use of the facilities. The Licensee must also present an insurance certificate guaranteeing proper liability coverage of an amount not less than \$1,000,000 per person/\$1,000,000 per occurrence/\$3,000,000 aggregate insuring the Licensee against any liability for any bodily injury suffered by a person. 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 prior to the Licensee's use of 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 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.
- 6) If the Licensee is a "youth sports team organization," as set forth in 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 "Prevention and Treatment of Sports Related Concussions and Head Injuries" 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 or negligence 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) 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.
- 13) _____ I have read and hereby represent that the Licensee shall comply with any and all of the Licensor's rules, regulations, and policies.
- 14) _____ The Licensee has provided the aforementioned required certificates of insurance to the Licensor.
- 15) In accordance with N.J.S.A. 18A:40-41.5(a)(2), the Licensee has read and hereby agrees to comply with Board Policy No. 2431.4 "Prevention and Treatment of Sports-Related Concussions and Head Injuries", a copy of which is available from the "Documents" tab and made a part hereof in connection with its use of the Facilities as provided in the Agreement.
- 16) The Licensee has read and hereby agrees to comply with Board Policy No. 7510 "Use of School Facilities", a copy of which is available from the "Documents" tab and made a part hereof in connection with its use of the Facilities as provided in the Agreement.