

APPLICATION AND AGREEMENT FOR USE OF PUBLIC SCHOOL FACILITIES

DEMAREST BOARD OF EDUCATION

All applications must be submitted ten (10) days prior to a scheduled Board of Education regular session public meeting for approval. The organization applying for the use of the Demarest Public School District's facilities shall be referred to as the 'Licensee.' The Demarest Board of Education shall be referred to as the "Licensor." The Licensee hereby makes the following request:

Organization Name:

Event Name:

Event Details:

Building	Room(s) and/or field(s)	Date(s)	Start time	End time

Additional services requested, such as chairs, tables, etc. Please be specific so that the facility can be prepared in advance for your needs.

Contact information name:

Title within organization:

Phone number:

Email:

As a condition of the license, Licensee agrees to:

1. Assume all liability for and agrees to indemnify, defend, and hold 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 by reason of any such claim, 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 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 and overtime.

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 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 and Licensor shall not be responsible for any loss or damages.

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), 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 sport team organization," Licensee shall provide the Licensor with a copy of their accident insurance policy or certificate of insurance, 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, 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. 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 defibrillators apply to school-sponsored athletic events or team practices in which students of the district participate.

11. Pursuant to N.J.S.A. 18A:40-41.5, 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 member, agents, contractors, servants, employees, volunteers, Licensees or invitees,

12. All charges for use of the school facilities will be paid within thirty (30) days after the Licensee's use of the facilities has concluded,

13. Any requested changes or modifications in this application and agreement for the use of the 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 use of the facilities.

14. Permission for use of facilities may be rescinded or modified as outlined in policy and/or in the discretion of Licensor. School programs take precedence over any and all outside uses and may preempt prior approvals.

15. On behalf of licensee, I have read and hereby represent and agree that the Licensee shall comply with any and all of the Licensor's rules, regulations and policies.

16. The Licensee has provided the aforementioned required certificates of insurance to the Licensor.

I HAVE READ AND UNDERSTAND ALL THE RULES AND REGULATIONS, TERMS AND CONDITIONS OF RENTING A DEMAREST BOARD OF EDUCATION FACILITY.

Date:

Name of Licensee representative:

Signature of Licensee representative:

Address of Licensee representative:

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

DEMAREST BOARD OF EDUCATION

The Licensee hereby assumes the entire responsibility and liability for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise and to property growing out of or resulting from the rental of building or any other property owned by the Demarest Board of Education and for any and all damages and /or injuries of any kind which shall occur in connection therewith and

The Licensee agrees to indemnify, defend and hold harmless the Board, their agents and employees from and against any and all losses, expenses including legal fees and disbursements, damages or injuries occurring in connection with or resulting from the use by the Licensee its agents or employees of any building or other property rented from the aforesaid Board arising under any law whatsoever, which may be in effect in the locality in which the work is situated or otherwise.

The Licensee also assumes the entire responsibility and liability for damages and injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise and to property arising out of or resulting from the Licensee's operation, activities or omissions and for any and all damages and injuries of any kind which shall occur in connection herewith.

The Licensee agrees to indemnify, defend and hold harmless the Board, its agents, expenses, loss or liability whatsoever arising out of or in connection with the operation, activities or omissions of its employees, volunteers or agents in rental of buildings or any other property owned by the Board including, by way of example and not by way of limitation, any losses, expenses including legal fees and disbursements, damages or injuries occurring in connection with or resulting from use by the Licensee, its volunteers, agents and/or employees of any equipment, stock, appliances, implements, tools, machinery or any other property owned, rented, borrowed by or assigned to the Board provided, however, that obligation to indemnify the Board shall not apply to damage or injury resulting solely from negligence of the Board, its' employees and/or agents.

Licensee Representative's Signature:

Date:

Prevention and Treatment of Sports Related Concussions and Head Injuries

If your facility use request is for a sporting event, please fill out the following Statement of Compliance with Demarest Board of Education Policy No. 2431.4, Prevention and Treatment of Sports Related Concussions and Head Injuries.

I, (name)

(Title within organization)

On behalf of (organization)

Hereby certify to the following:

1. The Demarest Board of Education (hereinafter referred to as the "Licensor") and the Licensee are parties to a Use of Public School Facilities Agreement (hereinafter referred to as the "Agreement") entered into for the purpose of permitting the Licensee to utilize the facilities for (activity)

2. 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 attached and made a part hereof in connection with its use of the Facilities as provided in this Agreement.

Licensee Name:

Licensee Signature:

Date:
