



OLD TAPPAN BOARD OF EDUCATION

APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES

All applications must be submitted to the Board of Education Office at least thirty (30) days prior to requested use. The organization or individual applying for the use of the facilities shall be referred to as the "Licensee" and the Old Tappan BOE shall be referred to as the "Licensor."

Date of application _____

Permit no. _____

Name of Licensee _____

Address _____

The undersigned hereby makes application for the use of the following:

<u>School</u>	<u>Facility</u>	<u>Date</u>	<u>Time</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Nature of activity: _____

Equipment needed (microphone, projector, etc.) = \$25 deposit required

Special custodial services requested _____

Will there be an audience? _____ Will admission be charged? _____ Admission Price: _____

Purpose for which funds will be used _____

Will food or beverage to be served? _____ Number participating and attending _____

The Licensee agrees to:

1) Assume all liability for and agrees to indemnify and hold the Old Tappan Board of Education, its respective members, agents, contractors, servants, officers, employees, volunteers, licensees or invitees, harmless from and against any and all claims, losses, damages, injuries and expenses, including 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, invitees, visitors or guests, related to its use of the Old Tappan Board of Education'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 Old Tappan Board of Education by reason of any such claim, the Licensee, upon notice from the Old Tappan Board of Education, covenants to resist or defend, at Licensee's expense such action or proceeding by counsel reasonably satisfactory to the Old Tappan Board of Education.

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 organization, its members, agents, contractors, servants, employees, volunteers, licensees, invitees, visitors or guests. 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 Old Tappan Board of Education shall be named as an additional insured on such insurance policy. A copy of the necessary insurance policy must be presented to the Old Tappan Board of Education, prior to the Licensee's use of the facilities.

3) Assume responsibility for preserving order in said school during its use of the facilities, and for all fees in connection with the Licensee's use of the facilities, including custodial fees (if applicable). Also, 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.

4) Observe and adhere to all the Old Tappan Board of Education's rules and regulations governing the use of the Old Tappan Board of Education's facilities as set forth in the Old Tappan Board of Education'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 Old Tappan Board of Education's Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Licensee from the Old Tappan Board of Education'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 that term is defined by **N.J.S.A. 18A:40-41.5(b)**, the Licensee shall provide the Old Tappan Board of Education with a statement of compliance with the Old Tappan Board of Education'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 non-profit 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”, as that term is defined by **N.J.S.A. 18A:40-41.5(b)**, the Licensee shall certify the statement below in accordance with **N.J.S.A. 18A:40-41.5(a)(2)**:

*** TO BE COMPLETED BY ALL YOUTH SPORTS GROUPS ONLY:**

<p>I hereby certify that, in accordance with N.J.S.A. 18A:40-41.5(a)(2), I have received, reviewed and will ensure compliance with the mandated Policy for the management of concussions and head injuries as prescribed by the Old Tappan Board of Education Policy # 2431.4 (Concussion Management - a copy of which is attached and made a part of hereof in connection with its use of the Facilities as provided in the Agreement).</p>	
<p>_____ Signed by a Representative of the Youth Sports Group</p>	<p>_____ Date</p>

8) Pursuant to N.J.S.A. 18A:40-41a and N.J.S.A. 2A:62A-27, the Old Tappan Board of Education, its officers, employees, agents and servants shall not be liable for 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, invitees, visitors or guests.

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 external 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 Old Tappan Board of Education 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, invitees, visitors or guests.

11) Fees: Licensee shall pay any/all applicable fees pursuant to the current “Schedule of Fees for Facilities Usage” before usage but after approval has been granted by the Old Tappan Board of Education. Furthermore, any/all custodial coverage fees shall be paid within sixty (60) days after the Licensee's use of the facilities has been concluded.

12) If the Licensee is a “sports” organization, the Licensee shall provide the Old Tappan Board of Education with a copy of their Blanket Accident Policy, or an equivalent insurance certificate guaranteeing proper accident coverage for the participants.

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 School Business Administrator or Old Tappan Board of Education in advance of the date scheduled for the use of facilities.

14) If Licensee is a youth program not sponsored by the school district, and facilities request includes indoor facility usage when school is not in session, Licensor will provide information on the district's school practices and procedures in the event of a school safety or security incident at a school including non-confidential information on evacuation procedures, emergency response protocols, and emergency contact information. Licensee shall train their program's employees and volunteers on the school security and emergency procedures for the school building(s) where the youth program operates. Additionally, Licensee shall file an annual Statement of Assurance with the Licensor confirming that Licensee has complied with these training requirements prior to the Licensor's approval of this facilities request.

