

**RIVER DELL REGIONAL BOARD OF EDUCATION
OFFICE OF THE SECRETARY
APPLICATION FOR USE OF SCHOOL FACILITIES**

The undersigned hereby makes application for the use of the _____
auditorium, gym, classroom, etc.
in the _____ school.
Middle or High School

Date(s) desired: _____
between the hours of _____ a.m./p.m. and _____ a.m./p.m.

This application is made for the purpose of _____
for which admission (will/will not) be charged.

Name of person representing organization who
will be responsible for compliance with regulations: _____

Expected total attendance of persons under 18 years of age: _____

Number of adult chaperons: _____

Applicant Agrees to:

1. Assume all liability for and agrees to indemnify and hold the River Dell Regional Board of Education (hereinafter referred to as the "Board"), 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 Applicant, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees related to its use of the Board's facilities, including but not limited to, the Applicant's use of any portable equipment. In the event that an action or proceeding is brought against the Board by reason of any such claim, the Applicant, upon notice from the Board, covenants to resist or defend, at Applicant's expense such action or proceeding by counsel reasonably satisfactory to the Board.
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 Applicant, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees. The Applicant must present an insurance certificate guaranteeing proper liability coverage of at least \$1,000,000 per occurrence/\$3,000,000 aggregate insuring the Applicant against any liability for property damage. The Board shall be named as an additional insured on such insurance policy. The Applicant 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 Applicant against any liability for any bodily injury suffered by a person. general liability, bodily injury and property damage coverage with minimum limits of liability not less than \$1,000,000 per occurrence/\$3,000,000 aggregate insuring the Licensee against any liability for property damage, 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, and an amount not less than \$1,000,000 for bodily injury and property damage combined. The Board shall be named as the certificate holder on all insurance policies. The Board shall be named as an additional insured on such insurance policy. The insurance certificate shall contain a provision that the policy cannot be cancelled or allowed to expire and the limits will not be reduced until at least thirty (30) days' notice is given to the Board by certified mail, return receipt requested. It shall also contain a statement acknowledging this Agreement. No exceptions or limitations will be accepted. A copy of the necessary insurance policy must be presented to the Board prior to the Applicant'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 Applicant's use of the facilities, including, when necessary, custodial fees (\$40/hr. – Saturday) (\$50/hr. – Sunday & Holiday) and security fees.
4. Observe and adhere to all of the Board's rules and regulations governing the use of the Board's facilities as set forth in the Board'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 Board's Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Applicant from the Board's facilities.
5. If school is closed due to inclement weather, Applicant's event/function shall be cancelled.
6. If the Applicant is a "youth sports team organization," as that term is defined by N.J.S.A. 18A:40-41.5(b), the Applicant shall provide the Board with a statement of compliance with the Board's Policy No. 5141.23 "Concussion Management" 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. Pursuant to N.J.S.A. 18A:40-41.5, the Board shall not be liable for the injury or death of a person due to the action or inaction of the Applicant or any of the Applicant's members, agents, contractors, servants, employees, volunteers, licensees, or invitees.
8. Pursuant to N.J.S.A. 18A:40-41a and N.J.S.A. 2A:62A-27, the Board, 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 Applicant or any of the Applicant's members, agents, contractors, servants, employees, volunteers, licensees, or invitees.
9. The Applicant, 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. All charges for the use of school facilities will be paid within thirty (30) days after the Applicant's use of the facilities has concluded.

11. Any requested changes or modifications in this application and agreement for the use of facilities must be made in writing by the Applicant and approved by the Board at least three (3) days in advance of the date scheduled for the use of facilities.

<p><u>For Board of Education Use Only</u></p> <p>Classification: _____</p> <p>Charges: _____</p> <p>Application Approved: _____</p> <p>Business Administrator: _____</p> <p>Building & Grounds: _____</p>
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Organization
Signed
Date
Printed Name
Position
Address
Telephone

The use of River Dell School's properties by the aforementioned organization is contingent on a Certificate of Insurance being filed with the Board of Education at least ten (10) days PRIOR to the date of use.

APPLICATIONS FOR USE MUST BE IN 3 WEEKS PRIOR TO ANTICIPATED USE.

<p><i>NOTE: THE HIGH SCHOOL GYMNASIUM IS <u>NOT</u> AVAILABLE SEPTEMBER THROUGH FEBRUARY.</i></p>
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