

APPLICATION FOR USE OF SCHOOL FACILITIES

As per your request, I am forwarding a rental packet for use of school facilities (RENTAL APPLICATION, GENERAL REGULATIONS, AND HOLD HARMLESS STATEMENT). It is your responsibility to advise the people in your group of all Board of Education's rules and regulations as per attached. Custodial Fees are based on the current contract rates and are available upon request. **A refundable security deposit in the amount of \$200 MUST be paid.** After the event, the premises will be inspected and the security deposit will be returned in full if there is no damage and/or loss of Board property resulting from the rental.

REQUIREMENTS FOR THE HARRINGTON PARK BOARD OF EDUCATION

The requirements for any person, or organization or group that requests to use the facilities of the HARRINGTON PARK BOARD OF EDUCATION must submit the following in writing before permission will be granted:

1. A certificate of insurance made out to the HARRINGTON PARK BOARD OF EDUCATION stating coverage afforded. Limits of liability must be at least \$1,000,000.00 combined single limit.
2. A hold harmless agreement must be included in the certificate of insurance whereby, in time of loss, the HARRINGTON PARK BOARD OF EDUCATION will not be held responsible for any liability incurred as a result of the function being held. Please return the Hold Harmless Agreement enclosed in this packet.
3. SIGNED COPY OF THIS FORM AND GENERAL REGULATIONS FORM.

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

PLEASE PRINT NAME: _____

SIGNATURE: _____

DATE: _____

APPLICATION FOR USE OF PUBLIC SCHOOL FACILITIES
Harrington Park Board of Education

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 Harrington Park School District's facilities shall be referred to as the "Licensee".

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

The Licensee hereby makes application for the use of:

FACILITY REQUESTED

() Harrington Park School, 191 Harriot Avenue

FEE SCHEDULE: See attached Rental Fees for Use of School Facilities. *Organization will be billed for facility use which will include the cost for custodial coverage.

SPACE REQUESTED:

EQUIPMENT REQUESTED (indicate number required)

- | | | | |
|----------------------|---------------------|--------------------|-------------------|
| () All-Purpose Room | () Conference Room | Tables _____ | Chairs _____ |
| () Large Gymnasium | () Music Room | Podium _____ | Microphones _____ |
| () Classroom | () Field | AV Equipment _____ | |
| () APR Kitchen | () Misc Space | Other _____ | |
| () Library | () Locker Rooms | | |
| () Softball Fields | | | |

Purpose of Use: _____

Date(s) of Use: _____ Hours of Use: _____

Will there be an audience? _____ Yes _____ No If yes, estimated number: _____

Will an admission be charged: _____ Yes _____ No If yes, for what purposes will funds be used: _____

If this application is granted to Licensee, _____
(name of organization or group)

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 reasonable satisfactory to the Licensor.
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, licenses, or invitees. The Licenses must present an insurance certificate guaranteeing property 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 prior to the Licensee's use of the facilities.**

3. Assume responsibility for preserving order 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. 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 or other emergency 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 Licensor with a statement of compliance with the Licensor's Policy No. 2431.4 "Prevention & Treatment of Sports related Concussions & 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. All sports organizations must fill out the attached Statement of Compliance.
7. If the Licensee is a "youth sports team organization", the Licensee shall provide the Licensor with a copy of their accident 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 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 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 five (5) days in advance of the date scheduled for the use of facilities.
13. Permission to use these facilities may be rescinded or modified as outlined in policy. School programs take precedence over any and all outside uses.
14. _____ I have read and hereby represent that the Licensee shall comply with any and all of the Licensor's rules, regulations, and policies.
15. _____ The Licensee has provided the aforementioned required certificates of insurance to the Licensor.

Print Name of Licensee: _____

Telephone Number: _____

Signature of Licensee: _____

Date of Application: _____

Position with Organization Named Above: _____

Address: _____

Email Address: _____

2015-2016
RENTAL FEES FOR USE OF FACILITIES for Class III Groups

Classification	Class III
Large Gymnasium	\$500.00
All Purpose Room	\$400.00
Locker Rooms	\$100.00
Classrooms	\$100.00
APR Kitchen	\$75.00
Softball Fields	\$300.00
HP Athletic Field	\$300.00
HP Library	\$200.00
HP Music Center	\$200.00
Misc-Space	\$75.00

For all events there is a custodial fee for events over 25 participants

- 1. \$30.00 per hour for events over 25 participants**
- 2. \$45.00 for Sundays and Holidays**

Official Use Only:

CLASSIFICATION: Class I Class II Class III

School Principal's Approval: _____

Date: _____

Business Office Approval: _____

Date: _____

HARRINGTON PARK PUBLIC SCHOOL

GENERAL REGULATIONS FOR THE USE OF DISTRICT FACILITIES

1. This permit is subject to cancellation if the building is required for school activities.
2. Permits for the use of school buildings shall be issued through the Secretary to the Board of Education. The Secretary's office shall check with the building principal concerned before issuing a permit.
3. If facilities are not required after a permit has been issued, the reservation should be cancelled promptly with the Business Office.
4. The Board of Education reserves the right to cancel any permit when in its opinion, it is deemed necessary.
5. The school buildings will not be available for community use during certain specific holidays because of the heavy maintenance and repair program functioning at the time.
6. The parties to whom a permit is granted must assume responsibility for any damage or loss of property that may occur during their occupancy.
7. A sponsor for the organization, who will give his/her name to the custodian when the building is opened for use, must be present during their occupancy.
8. Adequate supervision of child and youth groups is required at all times.
9. No keys shall be issued to any organization.
10. Smoking is not allowed in any school building or on any school grounds.
11. No changes are to be made in the arrangements of the rooms or stage equipment without permission of the principal of the school.
12. Permit does not allow the use of any furniture, machine, apparatus or tools other than in the room or rooms rented, unless advance arrangements are made.
13. Permit does not include services of custodian except where such services are paid for as part of the rental fee. The custodian is the overseer of school equipment, and services performed by him are not to be personal for the groups involved.
14. **Custodians will require up to one hour before the start of the event and up to one hour after the event to setup/cleanup the facility. Entry by the applicant into the facility during these setup/cleanup times is prohibited.**
15. **Custodial overtime charges will reflect the actual time used for setup/cleanup times.**
16. No refreshments shall be served without prior arrangement by any group.
17. **ABSOLUTELY NO ALCOHOLIC BEVERAGES ARE PERMITTED ON SCHOOL PROPERTY.**
18. All fees including those assessed for special services are payable by cash or check to the Harrington Park Board of Education and will be received by the Secretary to the Board of Education.
19. In connection with the use of school facilities, police personnel must be arranged for and paid by the rentee when required for the proper protection of the building and grounds.
20. Regular rental fees can be obtained upon request, as well as, custodian overtime fees when regular fees have not been assessed.
21. No alterations will be allowed to any audio visual equipment or lighting system. Groups may bring in additional lighting and equipment only with prior district approval.
22. All Fire and Police permits and documentation must be secured before issuing a permit.
23. **No permit shall be issued for the use of a facility if the purpose or the result of such specific use is a private profit to any individual or individuals or group.**

IN THE EVENT THAT SCHOOL IS CLOSED FOR ANY REASON, THIS PERMIT IS AUTOMATICALLY CANCELLED.

HARRINGTON PARK BOARD OF EDUCATION

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

_____, 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 Board of Education and for any and all damages and/or injuries of any kind which shall occur in connection therewith and _____ agrees to indemnify, defend and save harmless the Board, their agents, servants 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 _____, 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.

_____ 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 _____'s operation, activities, or omissions and for any and all damages and injuries of any kind which shall occur in connection therewith.

_____ agrees to indemnify, defend and save 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 and/or servants or agents in rental of the buildings or any other property owned by the Board of Education, 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 the use by _____ its servants, agents and/or employees, of any equipment, stock, appliances, implements, tools or machinery or any other property owned, rented borrowed by or assigned to the Board; provided, however, that _____'s obligation to indemnify the Board shall not apply to damage or injury resulting solely from the negligence of the Board, its employees, servants and/or agents.

AUTHORIZED SIGNATURE

TITLE _____

DATE _____

NOTE: FOR PARTNERSHIPS AND UNINCORPORATED ASSOCIATIONS, AND CERTAIN OTHER NON-CORPORATE ENTITIES, ENTITIES, EXECUTION OF THIS AGREEMENT COULD LEAD TO PERSONAL LIABILITY IN THE EVENT OF A CLAIM. PLEASE CHECK WITH YOUR ATTORNEY FOR ADVICE IN THIS REGARD.

Statement of Compliance with the
Harrington Park Board of Education Policy No. 2431.4
"Prevention & Treatment of Sports Related Concussions & Head Injuries"

I, _____, _____, on behalf of

Name

Title

_____ hereby certify to the following:

Organization (hereinafter referred to as "Licensee"),

1. The Harrington Park 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 on _____, for the purpose of permitting the Licensee to utilize the _____ (hereinafter referred to as the "Facilities") for the purpose of _____.
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 & Treatment of Sports Related Concussions & Head Injuries," a copy of which will be provided once the Application for Use of School Facilities is submitted.

LICENSOR NAME:

LICENSEE NAME:

Authorized Signature

Authorized Signature

Title

Title

Date

Date