



SADDLE BROOK SCHOOL DISTRICT

355 MAYHILL STREET
SADDLE BROOK, NEW JERSEY 07663

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TONI VIOLETTI
SUPERINTENDENT OF SCHOOLS

RAYMOND G. KARATY, CPA, PSA
BUSINESS ADMINISTRATOR/BOARD SECRETARY

RULES FOR THE USE OF SCHOOL FACILITIES **AGREEMENT FORM**

Licensee agrees to the following:

1. Assume all liability for and agrees to indemnify and hold the Licenser, 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 Licenser'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 Licenser by reason of any such claim, the Licensee, upon notice from the Licenser, covenants to resist or defend, at Licensee's expense such action or proceeding by counsel reasonably satisfactory to the Licenser.
 - 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 Licenser 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 Licenser, 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 of 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 Licenser 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 Licensors, 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.
4. If school is closed due to inclement weather, Licensee's event/function shall be cancelled.
5. 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 Licensors with a statement of compliance with the Licensors' 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.
6. If the Licensee is a "youth sports team organization," the Licensee shall provide the Licensors with a copy of their accident insurance policy or certificate of insurance, guaranteeing proper accident coverage for the participants.
7. Pursuant to N.J.S.A. 18A:40-41a and N.J.S.A. 2A:62A-27, the Licensors, 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.
8. 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.
9. Pursuant to N.J.S.A. 18A:40-41.5, the Licensors 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, or invitees.
10. 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.
11. Licensee is responsible for supplying all equipment and all necessary personnel, except as specifically listed in the Rules for the Use of School Facilities. Licensee shall designate at least one adult supervisor in charge of the activity who shall be present before the activity is due to start and shall remain with the group until all have left the facilities. There shall be a minimum of one adult for every ten persons under the age of 21 in the building at all times. Licensee shall be responsible for moving its equipment in and out of the facilities.
12. Use of school equipment must be specifically requested in writing at least one week prior to its anticipated use and can only be used if the School Business Administrator provides written authorization in advance of the facilities use. The Licensee accepts liability for any damage to or loss of such equipment that occurs while it is in use. Where rules specify, no item of equipment will be used, except by a qualified operator, as established by the Saddle Brook Board of Education's designee. Use of Board equipment on the premises by non-school

personnel is limited to the equipment that is an integral part of the facility being used. No Board equipment

13. will be removed from the premises for use by non-Board personnel. Training by the Board's personnel is required prior to the Licensee's use of Board equipment, including use by any of the Licensee's employees, agents and/or representatives.
14. All school facilities are rented conditionally upon the good behavior of the sponsoring organization and if any rules or regulations are broken or property damaged through carelessness or neglect, future applications for rental will be rejected. The Licensee will be responsible for preservation of order and will be liable for any damages to or loss of Board property that may result from its use. Any permission granted to use the facilities is not transferable and may be revoked at any time by school authorities.
15. 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.
16. The Licensee has provided the aforementioned certificates of insurance (if required) to the Licensor.

RGK/nf

Facility Use Agreement Form REVISED 7-16-2024