



**APPLICATION and AGREEMENT
FOR USE OF PUBLIC SCHOOL FACILITIES
TEANECK BOARD OF EDUCATION
TEANECK, NEW JERSEY 07666**

Permit# ___
Date: _____

2021-2022

All applications must be submitted to the Board office at least thirty (30) days prior to requested use. The Teaneck Board of Education shall be referred to as the "Licensor." The organization or individual applying to use the Teaneck Public School District's facilities shall be referred to as the "Licensee."

Name of Licensee:			
Address:			
Event Contact:			
	(Name)	(Phone Number)	(Cell Number)
	(Email address)		

Purpose of Activity:			
Expected Attendance:		Youth Sports Org:	YES / NO (circle if applicable)
Requested Date(s):			
Start Time:		End Time:	
Fee Charged to guests:	YES / NO	Amount per person charged:	Non-profit organization: YES / NO
			Type of organization:

The Licensee hereby makes application for the use of:

School	Facility	Special Requests
Bryant Elementary	Auditorium	Tables #
Hawthorne Elementary	Cafeteria	Chairs#
Lowell Elementary	Student /Media Center	Microphones#
Whittier Elementary	Gymnasium - Large	Audio System
Benjamin Franklin MS	Gymnasium - Small	Stage Scrim
Thomas Jefferson MS	Lavatory	Special Lighting
Teaneck High School	Classroom(s) #	Projector
Theodora S. Lacey School	Outdoor Fields/Grounds (specify)	Other
	School Parking Lots	
	Other (specify)	
Attach setup plan or instructions if necessary		

In consideration of Licensor's grant of a non-exclusive license to Licensee for its use of the above-identified facility(ies), Licensee hereby agrees to:

1. Indemnify and hold the Licensor, including its respective officials, commissioners, officers, members, agents, contractors, servants, employees, volunteers, licensees, invitees and assigns, harmless from and against any and all claims, losses, expenses, including reasonable attorney's fees, and damages, including those arising from personal injury, death, or damage to or loss of use of property, arising out of, resulting from, or incurred in connection with any acts or omissions of the Licensee, including 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 reasonably satisfactory to the Licensor, provided that, nothing herein shall preclude Licensor from appointing counsel of its own choosing to defend any such action at Licensee's sole expense.

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 liability coverage of at least a Combined Single Limit of \$1,000,000 per occurrence/\$2,000,000 aggregate, underwritten on a primary and non-contributory basis, 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 order during its use of the facilities, and 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, which policies and regulations are incorporated by reference herein. Additional copies of said policies and regulations may be obtained at the Licensor's Business Office. Any violation of these terms and conditions shall result in the immediate expulsion of the Licensee from the Licensor's facilities.
5. If school is closed due to inclement weather, Licensee's event/function shall be cancelled, unless specifically authorized by the Superintendent of schools or designee.
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. 5141.8 "Sports Related Concussion and Head Injury" 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. If the Licensee is a "youth sports team organization," the Licensee shall provide the Licensor with a copy of its accident insurance 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 any 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.
9. The Licensee, including its members, agents, contractors, servants, employees, volunteers, licensees, or invitees hereby acknowledge that the requirements of N.J.S.A. 18A:40-41 a-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 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 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 three (3) days in advance of the date scheduled for the use of facilities.
13. Permission to use these facilities may be rescinded or modified by Licensor at any time and without prior notice to Licensee. School programs take precedence over any and all outside uses. NO PROGRAMS shall be scheduled on holidays (school, state or federal), during school vacation period, during school recess unless specific prior written approval is granted and associated fees are determined. No activities are to be scheduled on a Saturday which immediately follows a Friday holiday.
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.

Signature of Licensee

Position with Organization Named Above

Print Name of Licensee: _____

For Official Use Only

Approved		Denied	Position	Signature	Date
			Athletic Director		
			Principal		
			Director of Buildings & Grounds		
			Business Administrator/Designee		