



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

Permit# \_\_\_\_\_

**2022-2023**

Date: \_\_\_\_\_

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.
  - 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 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. Licensee further agrees to exclude from participation any of its members, agents, contractors, servants, volunteers, invitees, or employees who have tested positive for or have been exposed to coronavirus, or any other epidemic, and shall advise those individuals to quarantine for a period of time consistent with the CDC and the State of New Jersey guidance and protocols and as advised by a physician or other medical professional. Licensee further agrees, in addition to the indemnification and hold harmless requirements set forth above, to indemnify and hold harmless the Licensor, 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 or 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 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 Licensors 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 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 Licensors' rules and regulations governing the use of the Licensors' facilities as set forth in the Licensors' policies and regulations, which policies and regulations are incorporated by reference herein. Additional copies of said policies and regulations may be obtained at the Licensors' Business Office. Any violation of these terms and conditions shall result in the immediate expulsion of the Licensee from the Licensors' facilities.
5. If school is closed due to inclement weather, or if indoor or outdoor gatherings are limited to any degree, or prohibited, for any reason by any act, order, or mandate of federal, state, or local government, including by resolution of the Teaneck Board of Education or order of the Superintendent of Schools, Licensee's event/function shall be cancelled with no further obligation to Licensors, provided that Licensees' event/function may proceed if specifically authorized in writing by the Superintendent of Schools or his or her 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 Licensors with a statement of compliance with the Licensors' 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 Licensors 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 Licensors, 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 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.
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 Licensors 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 Licensors 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 periods 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 Licensors' rules, regulations, and policies.
15. \_\_\_\_\_ The Licensee has provided the aforementioned required certificates of insurance to the Licensors.

\_\_\_\_\_  
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		