

**River Vale Board of Education
609 Westwood Avenue
River Vale, New Jersey 07675**



**APPLICATION and AGREEMENT
FOR USE OF PUBLIC SCHOOL FACILITIES**

FS ID No.: _____
Approval Date: _____

All applications must be submitted to the Buildings & Grounds Department at least thirty (30) days prior to requested use.

The organization or individual applying for the use of the River Vale Public School District’s facilities shall be referred to as the “**Licensee.**”

The River Vale Board of Education (“Board”) shall be referred to as the “**Licensor.**”

The Licensee hereby makes application for the use of:

<u>School</u>	<u>Location (Rooms Requested)</u>	<u>Date(s)</u>	<u>Time*</u>
RES	_____	_____	_____ to _____
WES	_____	_____	_____ to _____
HMS	_____	_____	_____ to _____

Event Title: _____

Purpose of Use: _____

- ***Note:** The earliest time classrooms are available for use is 3:15pm
- ***Note:** Due to the ACE after-care program and other activities, the gyms are not available for use until 6:00pm at Holdrum School and 7:00pm at Roberge and Woodside schools.

Additional Services Requested:

- | | |
|--------------------------|--------------------------------|
| Audio System | Microphone |
| Projector | Projector Screen |
| Tables (how many? _____) | Chairs/Desks (how many? _____) |
| Kitchen/Cafeteria | Bleachers |

Additional Setup Instructions/Requirements: _____

Number of Attendees: Adults: _____ Children: _____

Number of River Vale Residents: _____ Number of Non-River Vale Residents: _____

Is this a fundraiser or will an admission fee be charged? Yes No

If yes, for what purposes will funds be used? _____

Will food/refreshments be served? Yes No

If so, by who? _____ What type: _____

If this application is granted to Licensee, 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 reasonably satisfactory to the Licensor.
 - 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. The Licensee agrees to immediately notify the Licensor if any of its members, agents, contractors, servants, or employees who are anticipated to be present in the facility or have been present during the 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 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 the 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 person/per occurrence against any liability for bodily injury and property damage. The Licensor shall be named as an additional insured on such insurance policy. 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 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. Agrees to pre-inspect the facilities for which use is being requested, and agrees to notify the Licensor of any defects, damages, or areas of concern prior to using the facilities. The Licensee agrees not to use the facility should a dangerous condition exist. If the Licensee fails to conduct a pre-inspection and/or fails to notify the Licensor of any damage to the facility being used, the Licensee shall be responsible for any damage found to the facility after such use.
5. 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.

6. If school is closed due to inclement weather or other unforeseen reason, Licensee's event/function shall be cancelled.
7. 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 "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.
8. If the Licensee is a "youth sports team organization," the Licensee shall provide the Licensor with a copy of their insurance certificate, guaranteeing proper accident coverage for the participants.
9. 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 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.
10. 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.
11. 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.
12. All charges for the use of school facilities shall be paid prior to the scheduled use. Permission will be withdrawn from any use that is not paid in advance, except as expressly exempted by the Superintendent of Schools.
13. 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.
14. Permission to use these facilities may be rescinded or modified as outlined in the Board Policy. School programs take precedence over any and all outside uses. No programs shall be scheduled on holidays (school, state or national), during vacation periods or during school recess unless specific prior written approval is granted and associated fees are determined. No activities are to be scheduled on a Saturday or Sunday which immediately follow a Friday holiday.
15. Licensees are responsible to provide emergency services when required and should have access to a cell phone for emergencies.
16. No pets, smoking or alcohol are permitted on school grounds.
17. No network access will be available to Licensee.
18. No unauthorized use of district computers, equipment and/or technology is permitted.
19. No cleats are to be worn inside the facilities at any time.
20. No tape or markings, of any kind, are to be used on the gym floors.

21. Use of decorations must be pre-approved and must be removed at the conclusion of the program. Organizations will be responsible for any damages as a result of installation and/or removal.
22. No concession for private profit by any individual/group may be operated on Licensor's property. Vendors affiliated with an event must be pre-approved and a Certificate of Liability must be provided to Licensor from said vendor.
23. Custodial services to groups shall include only locking and unlocking of the building, operation of lights, setting up seating and room arrangements, and normal clean-up. It is not the duty of the custodian on duty to supervise groups or to maintain order or to setup, remove or transport group or personal equipment or supplies.
24. Adequate adult supervision of children must be provided at all times.
25. Licensor is to be advised of any accidents, injuries or police incidents occurring during Licensee's use of the facilities within twenty-four (24) hours by telephone at (201) 358-4003, leave a message if necessary, and by email to Kelly Ippolito, School Business Administrator, at kippolito@rivervaleschools.com.
26. Licensee is responsible for contacting the River Vale Police Department to make arrangements to provide security and/or traffic control assistance if deemed necessary. All services must be arranged and paid for by the Licensee. Security is required if attendance exceeds one hundred fifty (150) people.
27. Person making the request must have the group/organization's consent and signature and must also provide contact information for the day of the event.
28. Organization will be billed for facility use which will include cost for custodial coverage as per Board Policy.
29. Parking is permitted in designated areas only.
30. Licensee must comply with all local fire code capacity regulations.

ACKNOWLEDGEMENTS
(Please initial where indicated)

_____ I have read and hereby represent that the Licensee shall comply with any and all of the Licensor's rules, regulations, and policies.

_____ The Licensee has provided the aforementioned required certificate(s) of insurance to the Licensor.

_____ I am aware that all youth sports team organizations shall comply with the Board Policy and Regulation No. 2431.4, "Prevention and Treatment of Sports Related Concussions and Head Injuries" and shall provide a Statement of Compliance and Certificate of Insurance to the Board in accordance with Board Policy 7510, "Use of School Facilities."

_____ I understand that the earliest time classrooms are available for use is 3:15pm. The gyms will be available for use beginning at 6:00pm at Holdrum and at 7:00pm at Roberge and Woodside Schools. All buildings must be vacated no later than 10:00pm Overtime rate is \$39.00/hour on Saturdays and \$51.00/hour on Sundays.

_____ Licensee/Sponsor acknowledges that he/she has read the Policies and Regulations prescribed by the River Vale Board of Education and will abide by same for use of school facilities as herein attached. They have been called to the attention of those in the organization which I represent and I assure Licensor that they will be observed and that my organization will assume responsibility for the proper use and care of all school property. It is also agreed that any damage or loss whatsoever to the building or any part thereof shall be paid for by the contacting party.

_____ The authorized agent whose name is on this application shall be present during the activity and agrees that Licensee/Sponsor shall be the first person admitted and the last person to leave.

Name and Address of Authorized Individual Representing Licensee: (This is the person responsible for enforcing the regulations of the Board of Education. He/she shall also be responsible for making all necessary arrangements with the Buildings and Grounds Department and shall sign the application.

Print Name of Licensee/
Individual Representing Licensee

Position/Title with Organization Named Above

Signature of Licensee/
Individual Representing Licensee

Home Phone Number

Home Address

Cell Phone Number

Email Address

Date

Special Set Up Needs: You may provide a drawing of the set-up requested.

FOR BOARD USE ONLY:

____ Approved by: _____ Date: _____

____ Denied by: _____ Date: _____

Reason for Denial: _____ Charges to be Applied: _____