

Scotch Plains-Fanwood Public Schools Application for Use of School Facilities

TO THE BOARD OF EDUCATION:

The undersigned, who represents that he/she is the agent of (organization name): _____

is duly authorized to apply for the use of school facilities, does on behalf of said organization make application for use of:

(Building) _____ (Parts Thereof) _____
between the hours of _____ on _____

This application is made to use the facility for the following purpose:

Support obtained through Admission Fee Donation No Charge
Number of Participants: _____ Age Range: _____ Number of Supervisors: _____

Certificate of Insurance

The Board of Education requires that the applicant provide a certificate of insurance before the use date so it can be reviewed and approved. All certificates on file must have valid policy dates that incorporate the entire use date/period. This may require that the applicant file more than one certificate. The certificate of insurance should meet or exceed the limits required. If the insurance limits provided exceed the minimum limits listed, the higher limits will be available to defend the District. The certificate will specifically list the dates of use, location, and type of event and will list the Scotch Plains-Fanwood Board of Education, its respective members, agents, contractors, servants, employees, volunteers, licenses, and invitees as additional insured on the general liability policy and auto liability policy, if the applicant is using any automobile/buses on the school facilities. It is the applicant's responsibility to be sure that their insurance policies allow them to extend additional insured status to the District. If the applicant signs this agreement, regardless of the certificate of insurance, the District will assume you have confirmed such status with your broker/carrier. Further, if the applicant is allowing/inviting any other group, organization, vendor, or presenter as part of their use of the School facilities, then these same requirements will be required of said entity. It is the applicant's responsibility to obtain such coverage on behalf of the District.

The minimum insurance requirements are outlined on page 2 of this agreement.

Hold Harmless Agreement

To the fullest extent permitted by law, the applicant assumes all liability for and agrees to indemnify and hold the District, its respective members, agents, contractors, servants, employees, volunteers, licensees or invitees, harmless from and against any and all claims, losses, damages, injuries, expenses, including reasonable attorney's fees, arising out of, resulting from, or incurred in connection with any acts or omissions of the applicants, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees related to its use of the District's facilities, including but not limited to, the applicant's use of any portable equipment, sports facilities, or classrooms. In the event that an action or proceeding is brought against the District by reason of such claim, the applicant's insurance carrier, upon notice from the District, covenants to resist or defend, at applicant's expense, such actions or proceedings by counsel reasonably satisfactory to the District. The District will be provided with timely information regarding any such procedures.

The undersigned further acknowledges receipt of a copy of this application and agrees to comply with the conditions of use herein states, as well as all rules and regulations of the Scotch Plains-Fanwood Board of Education.

Contact Information: (please print clearly)

Organization Name: _____ Contact Person: _____
Address: _____ Telephone: _____
City, State ZIP _____ Email Address: _____

Approval Status:

Principal Signature: _____ Business Office: _____
Approved: _____ Denied: _____ Charges: _____

Signature of Agent:

I have read all of the conditions above and on page 2 of this application and agree to all conditions of use:

Signature of Agent: _____ Date: _____

Conditions of Use

- 1 All groups wishing to use school facilities and grounds must secure a permit. Permits must be approved by the Building Principal and the Business Administrator. A permit is not transferable. The Board of Education or its agents reserve the right to approve or deny any application for use of school facilities and grounds.
- 2 Permits for the use of school facilities may not be granted to any non-community group or any group which is not composed of at least 50% residents of Scotch Plains and/or Fanwood.
- 3 The Building Principal must be satisfied that adequate provisions for supervision and police protection, if required, have been made prior to approval.
- 4 Permits may be cancelled by the applicant by notifying the Building Principal forty-eight hours in advance of the day reserved in order to receive refunds.
- 5 Violation by permit-holder of any of the regulations governing the use of school buildings or grounds may be the cause for cancellation of all existing permits and the denial of any permits in the future.
- 6 In all instances, regular employees must be in charge of the facilities of the Board of Education.
- 7 The granting of a permit for the use of the buildings or grounds confers no privileges for the use of any facilities other than those approved in the permit. Proper supervision is required of all attendees, and attendees are not permitted in unreserved areas of the building. **Buildings will remain locked. Groups must provide a monitor for door entry to allow entry to individuals in their group. No others will be allowed entrance.**
- 8 No changes are to be made in the arrangement of school furniture or stage equipment without permission of the Building Principal. Special permission must be obtained for decorating, installing scenery and tuning pianos. All arrangements for piano tuning must be made through the Building Principal and paid for by the rental group. School pianos are not to be moved.
- 9 School equipment, such as motion picture projectors, amplifying equipment, musical instruments, etc. will not be removed from premises.
- 10 Some schools are equipped with stage lighting, projection and amplifying equipment. This equipment will be made available provided a qualified school employee is present to supervise and/or operate the equipment. This applies to rehearsals and regular performances. Use of any of the school kitchens and equipment must be supervised by cafeteria staff employees.
- 11 No alterations or additions to existing electrical installation may be made without the written approval of the Business Administrator.
- 12 Scenery, decorations or equipment provided by the holder of a permit must be removed from the school building before the start of the next school day so it will no interfere with school activities. If there is any delay, the removal will be made by the Board of Education at the expense of the permit holder.
- 13 The lessee will strictly comply with all laws regarding public assemblies.
- 14 Users of school property are required to leave premises in good order; lessee assumes full legal responsibility for breakage and damage to school property. Building Principals will complete an evaluation form immediately following the usage of school property.
- 15 When additional facilities are used and additional services are rendered an extra charge will be made.
- 16 Smoking shall not be allowed in any section of any building.
- 17 Permission must be secured to serve beverages or food in school buildings.
- 18 There shall be no gambling or use of intoxicating beverages at any time on the school premises.
- 19 Groups are responsible to identify locations of AEDs before use of the facility. Outside groups must provide their own AED.
- 20 All groups shall be approved by the Business Office. The Board shall be informed each month of the list of current approved groups.

All Scotch Plains-Fanwood service organizations and municipally sponsored activities which have town-wide representation and are open to all persons, conducting affairs or performances without paid admission are encouraged to use school facilities for their activities when custodial services are provided. Charges will be necessary for those hours requiring custodial coverage not provided as part of the normal work schedule. If admission is charged or donations accepted, rental fee shall be paid.

The PTA and booster organizations which conduct fund raisers from which net income is returned to Scotch Plains-Fanwood public school students in the form of scholarships or educational activities will not be charged rental fees. Charges for custodial time, cafeteria employees, heat, etc. will be made in accordance with Board policy.

Insurance Policies

The Scotch Plains-Fanwood Board of Education requires that the insurance be written for no less than the following:

Workers Compensation:

1. State - Statutory
2. Federal - Statutory
3. Employer's Liability - \$1,000,000

A policy that shows any executive officer/owner as being excluded will not be acceptable

Automobile Liability:

Bodily injury & property damage combined single limit
Each accident \$1,000,000

Comprehensive General Liability:

Including premises-operations, independent contractor's protective, products and completed operations, broad form property damage, contractual, personal injury coverage with employment exclusion deleted, employees included as a named insured by definition, broad form vendors liability, fire legal liability (\$300,000), hired and non-owned auto liability. Sexual abuse and molestation must not be excluded.

Each occurrence \$1,000,000
General Aggregate \$2,000,000

Note: The District reserves the right to ask for a copy of all insurance policies and make changes to these requirements. Such changes will not be arbitrary but relate back to the type of use such that if, in the opinion of the District, the required insurance policies would not project the District's interests, additional limits or coverages could be required. All insurance carriers should be licensed in the State of New Jersey and carry an AM Best rating of "A-" or better. The burden is on the applicant to be sure they meet these requirements. However, if the District does not obtain or object to any certificate of insurance, that will not change the requirements as stated in the this agreement. The applicant will notify the District if their policies are being cancelled or amended by endorsement prior to or during the use of the District facilities. If the applicant is a "youth sports organization", the applicant shall also provide evidence of their accident insurance policy or certificate of insurance protecting their participants even if they are students enrolled in the district.