



# APPLICATION FOR USE OF PUBLIC SCHOOL FACILITIES

## NETCONG BOARD OF EDUCATION

26 College Road, Netcong, NJ 07857

Phone: 973-347-0020

Fax: 973-347-3676

**Attention: Licensee must submit a permit from the Netcong Bureau of Fire Prevention with this application.**

Permit No: \_\_\_\_\_

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

Fee Paid: \$ \_\_\_\_\_

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

EVENT:

DATE:

START TIME:  
(INCLUDE SET UP)

END TIME:

### Additional Services requested: (Must be completed at time of application)

- Special Lighting (other than house lights)
- Audio System
- Microphone
- Projector Screen
- Tables
- Chairs
- Moving of Piano
- Tuning of Piano

Will there be an audience?  Yes  No

If yes, estimated number \_\_\_\_\_

Will admission be charged?  Yes  No

If yes, for what purposes will funds be used?

\_\_\_\_\_  
\_\_\_\_\_

Purpose of Use: \_\_\_\_\_

If this application is granted to Licensee, \_\_\_\_\_  
(Name of Organization or Group)

### 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 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 reasonable satisfactory to the Licensor.
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 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 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. Observe and adhere to all 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. Agree to pre-inspect any and all facilities to be used prior to the date(s) of any event(s).
5. If school is closed due to inclement weather, Licensee's event/function shall be cancelled.
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. 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.
7. 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."
8. Pursuant to N.J.S.A. 18A:40-41.5(b), 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.
9. 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.
10. Licensee agrees to pre-inspect the facilities for which use is being requested. Accordingly, the Licensee agrees to provide the Licensor with any noted defects or areas of concern prior to use of facilities. The Licensee agrees not to use the facility should a dangerous condition exist.
11. Licensee agrees to pay the custodial and energy usage fee at the hourly rate of \$56.00 for the total time requested, along with an annual fee of \$250, if applicable. See policy #7510 Use of School Facilities. Total fee(s) MUST BE PAID PRIOR to facilities usage. To receive a refund for unused facilities usage, you MUST notify Netcong Board of Education of cancellation 48 hours in advance with the exception of inclement weather.

**As of 12/19/14, Organizations will be billed for facility use 30 minutes prior, and 30 minutes after event, which will include cost of custodial coverage and energy usage fee.**

\_\_\_\_\_  
Name of Licensee (print)

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Email

\_\_\_\_\_  
Position with the Organization Named Above

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

**APPROVAL**

\_\_\_\_\_  
Approval of Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approval of Superintendent

\_\_\_\_\_  
Date

**BUSINESS OFFICE APPROVAL**

\$ Amount Received	Date	Check Number
-----------------------	------	--------------

\_\_\_\_\_  
Approval of School Business Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Custodian or Substitute coverage needed

\_\_\_\_\_  
Date



# CONCUSSION POLICY COMPLIANCE

Statement of Compliance with the  
**Netcong Board of Education Policy No. 2431.4**  
Concussion Testing and Return-to-Play  
(Board's Concussion Policy)

I, \_\_\_\_\_, \_\_\_\_\_, on  
behalf of \_\_\_\_\_ (hereinafter referred to as "Licensee"),  
hereby certify to the following:

1. The Netcong Board of Education (hereinafter referred to as the "Licensor") and the Licensee are Parties to a Use of Public School Facilities Agreement (hereinafter referred to as the "Agreement") entered into on \_\_\_\_\_, for the purpose of permitting the Licensee to utilize the \_\_\_\_\_, (hereinafter referred to as the "Facilities") for the purpose of \_\_\_\_\_.

2. In accordance with N.J.S.A 18A:40-41.5(b) (2), the Licensee has read and hereby agrees to comply with Board Policy No. 2431.4.

Concussion Testing and Return-to-Play a copy of which is attached and made a part hereof in connection with its use of the Facilities as provided in the Agreement.

WITNESS:

LICENSEE:

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Dated: \_\_\_\_\_