

APPLICATION MUST BE SUBMITTED 30 DAYS BEFORE EVENT FOR BOARD APPROVAL

HILLSIDE SCHOOL DISTRICT
ADMINISTRATION BUILDING
195 VIRGINIA STREET
HILLSIDE, NJ 07205

App. No> _____

APPLICATION FOR USE OF DISTRICT FACILITIES

To: Business Administrator

Date Submitted: _____

The undersigned hereby makes application for the use of _____
(Gymnasium, Auditorium, etc.)

in the _____ on _____
(Name of School)

_____/_____
(Date(s); include day(s) of week) (Alternate Date(s) - REQUIRED)

between the hours of _____ to be used for the purpose of: _____

Admission: will _____ will not _____ be charged. Number of persons in attendance: _____

The funds obtained, if any, are to be used for the following purposes:

Equipment - If any equipment is needed for the above function, please describe below: _____

I hereby agree and understand that if this application is granted, the organization will comply with all rules, regulations and requirements of the board of education and will assume responsibility for the preservation of order in the facility and liability for any damage to or loss of property that may accrue. Insurance and Indemnification requirements must be met. (See attached insurance and Indemnification Agreement Boilerplate.)

(Name of Organization)

(Address)

Name: _____

Signature: _____

Address: _____

Telephone No> _____

Date Received by school: _____

Principal's Approval: _____
Signature Date

Approve: _____ Disapprove: _____
Business Administrator Date

REGULATIONS GOVERNING USE OF DISTRICT FACILITIES

1. The application for use of the facility must be presented to the School Business Administrator and the board of education for approval.
2. The facilities may be utilized for other purposes only when there isn't any interference with school/student activities.
3. The use of school equipment must be specifically requested in writing on the application.
4. The board of education reserves the right to reject any application for the use of school property or withdraw permission which may have been granted for the use of school property.
5. The board of education may require applicants to engage police security for any function.
6. Smoking is prohibited on school premises. No one may bring alcoholic beverages onto school property. All facility use shall comply with the state and local fire, health and safety regulations.
7. Each user shall present evidence of liability insurance. The amount of insurance required will be determined by the District Insurers. An Insurance and Indemnification Agreement must be executed and submitted with the application.
8. When a service/rental charge is required, the fee must be submitted by certified check or money order upon receipt of an approval letter.

FEES

The Board of Education has the option to waive the fee in whole or in part.

SERVICE FEE/RENTAL FEE

When there is a service fee, the fee will be the cost to the district as determined by the administration.

CHECK ONE

No Charge _____
Service Charge _____
Service/Rental Charge _____
Amount Due \$ _____

OFFICIAL USE & INDENIFICATION AGREEMENT

Liability Insurance ____ Yes ____ No
Amount Required \$ _____
Evidence of Insurance ____ Yes ____ No
Overtime required ____ Yes ____ No

If applicable, make certified check/money order payable to the Hillside Board of Education and forward it to the School Business Administrator upon receipt of an approved letter.

Fee Paid: Amount \$ _____ Date: _____

The Applicant must comply with all required directives set forth in Governor Murphy's Executive Order 149, in addition to all requirements of the Center for Disease Control and Prevention (CDC) and any other state, federal or local mandates. The Applicant takes and assumes full and absolute responsibility for any issues that may result from the Applicant's usage of the facilities as per the proposed use. The Applicant **shall** hold harmless and indemnify the Hillside Board of Education, the Hillside Public School District and any and all of its employees and Board Members for any action or inaction that results from the usage of the facilities set forth herein. The Applicant shall provide proof in writing of insurance necessary to cover the cost of any claim filed against the Applicant or the Board of Education in accordance with Board of Education policies and rules. The failure to do so will void this agreement and prevent the usage of the facilities.

HILLSIDE BOARD OF EDUCATION

INSURANCE AND INDEMNIFICATION AGREEMENT

WHEREAS, the Board of Education, Township of Hillside (the "Board"), requires that all vendors with which it contracts for services, or allows to use its facilities, execute an Indemnification and Hold Harmless Agreement in favor of the Board as a condition of such contract or facility use; now, therefore,

The undersigned agrees as follows:

INDEMNIFICATION

A. _____ (the "Organization" or "Contractor") agrees to indemnify and hold harmless the Hillside Board of Education (the "Board"), its board members, officers, employees, and agents from and against all claims, liabilities, losses, obligations, damages, accidents, occurrences, costs and expenses of every kind and nature (including all reasonable attorneys' fees and other costs of investigating and defending against such claims, liabilities, losses, obligations, damages, accidents, occurrences, costs and expenses) for any reason incurred by the Board by reason of (a) the Organization's failure to comply with each and every term, covenant and condition of this Agreement and the core agreement for the provision of contracted or consulting services; (b) the Organization's failure to abide by all applicable laws, rules and regulations; (c) the negligent conduct of the Organization or any agent or employee or invitee of the Organization; (d) any act or action (including the failure to act) or thing whatsoever done, or any condition created in or about the premises arising from any act or omission of the Organization or any of its agents or employees or invitees or any other party acting at the request of or with the authorization of the Organization, but not to the extent that the Board is solely negligent.

B. The Organization retains whatever indemnification or contribution rights that are provided by law, except as limited by this Agreement.

C. This Agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs and expenses, including attorney's fees and insurance deductibles incurred as a result of any claim(s) caused by or related to the provision of the contracted services of the Organization in the Board's facility(ies).

INSURANCE (Certificate required as indicated below)

_____ will maintain and provide evidence (by submitting to the Board a valid certificate of insurance) of the following minimum insurance limits for the full term that services are being provided to the Board as follows, and such insurance will be placed with a carrier licensed to do business in the State of New Jersey and is rated A- or better by A.M. Best & Company and will:

- 1) Name the "Hillside Board of Education" as an Additional Insured
- 2) Be primary and non-contributory
- 3) Waive subrogation to the benefit of the Hillside Board of Education where permitted by law:

○ Commercial General Liability Insurance (including products and completed operations)

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate ○ Automobile Liability

Insurance - \$1,000,000 combined single limit ○ Workers' Compensation Insurance Statutory Benefits (applicable in the State of New Jersey) and Employers' Liability

- Bodily Injury by Accident \$1,000,000 Each Accident
- Bodily Injury by Disease \$1,000,000 Each Person
- Bodily Injury by Disease \$1,000,000 Policy Limit ○

Excess Liability Insurance (covering over and above General Liability, Automobile Liability, and Employers' Liability)

- \$5,000,000 - each occurrence
- \$5,000,000 - general aggregate ○ Professional Liability

Insurance

- \$1,000,000 each occurrence \$2,000,000 general aggregate

This Insurance and Indemnification Agreement shall become a part of the core agreement that defines the scope of work and other contracted terms and conditions.

Signature

Title

ATTEST: (or Witness in case signatory
is not a corporation)

Date