

Hampton Public School

"Inspiring our community to thrive and engage in a dynamic learning experience."

APPLICATION and AGREEMENT FOR USE OF PUBLIC SCHOOL FACILITIES

Date: _____

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 Hampton Borough Public School District's facilities shall be referred to as the "Licensee." The Hampton Borough Public School Board of Education shall be referred to as the "HPS."

Organization: _____ Representative: _____

Mailing Address: _____

Phone Number: _____ Email: _____

The Licensee hereby makes application for the use of:

Room(s) / Location	Date	Time (from – to)

(If additional space is required, attach list)

Purpose of Use: _____

Additional Services requested (based on availability):

- Audio System
- Microphone
- Projector Screen
- Cafeteria Tables _____ # of Tables (school staff will open and close)
- Chairs _____ # of Chairs

Kitchen Explain: _____

(NOTE: Use of Kitchen requires the presence of a Food Service employee at the expense of the Licensee.)

Will an admission be charged? Yes No If yes, for what purposes will funds be used?

Will there be an audience? Yes No If yes, estimated number _____

Licensee agrees to:

1.	<u> </u> (Initials)	Assume all liability for and agrees to indemnify and hold HPS, 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 HPS’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 HPS by reason of any such claim, the Licensee, upon notice from HPS, covenants to resist or defend, at Licensee’s expense such action or proceeding by counsel reasonably satisfactory to HPS.
2.	<u> </u> (Initials)	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/\$2,000,000 aggregate insuring the Licensee against any liability for bodily injury and property damage. HPS 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 HPS Business Office, upon request, prior to the Licensee’s approval to use the facilities.
3.	<u> </u> (Initials)	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 at a rate of \$35.00 if use is from 8:00 am to 6:00 pm on a school day, or \$52.50 if use is outside of previously specified hours. The District will assign custodial coverage and invoice the Licensee within 30 days following the event.
4.	<u> </u> (Initials)	The Licensee agrees to pre-inspect the facilities for which use is being requested, and agrees to notify HPS 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 HPS of any damage to the facility being used, the Licensee shall be responsible for any damage found to the facility after such use.
5.	<u> </u> (Initials)	Observe and adhere to all of HPS ‘s rules and regulations governing the use of facilities as set forth in the HPS 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 HPS Business Office. Any violation of these terms and conditions may result in the immediate expulsion from facilities.
6.	<u> </u> (Initials)	If school is closed due to inclement weather, Licensee’s event/function shall be cancelled.
7.	<u> </u> (Initials)	If the Licensee is a “youth sports team organization,” as that term is defined by <u>N.J.S.A. 18A:40-41.5(b)</u> , the Licensee shall provide HPS with a statement of compliance with the Policy No. 2431.4 “Concussion Testing and Return-to-Play” for the management of concussions and other head injuries. As defined in <u>N.J.S.A. 18A:40-41.5(b)</u> 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.	<u> </u> (Initials)	If the Licensee is a “youth sports team organization,” the Licensee shall provide a copy of their insurance certificate, guaranteeing proper accident coverage for the participants.
9.	<u> </u> (Initials)	Pursuant to <u>N.J.S.A. 18A:40-41a</u> and <u>N.J.S.A. 2A:62A-27</u> , HPS, 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.	<u> </u> (Initials)	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.	<u> </u> (Initials)	Pursuant to <u>N.J.S.A. 18A:40-41.5</u> , HPS 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.	<u> </u> (Initials)	All charges for the use of school facilities will be paid within thirty (30) days of receipt of invoice for such.
13.	<u> </u> (Initials)	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 HPS Business Administrator at least three (3) days in advance of the date scheduled for the use of facilities.
14.	<u> </u> (Initials)	I have read and hereby represent that the Licensee shall comply with any and all of the Licensor’s rules, regulations, and policies.

Facility Use Fee:	
<input type="checkbox"/> Non-profit Organizations located in or servicing the citizens of Hampton Borough, NJ:	No Use Charge
<input type="checkbox"/> Non-profit Organizations located outside of Hampton Borough, NJ:	\$
<input type="checkbox"/> I understand that the organization will be billed for facility use PLUS cost for custodial coverage.	

_____	_____	_____
Representative (print full name)	Representative Signature	Date
_____	_____	_____
Superintendent Approval	Business Administrator Approval	Date

Office Use:
 ___ Statement of Other Insured Received
 ___ Board Approval – Date: _____
 ___ Concussion Assurance Received (sports teams)
 ___ Accident Insurance Received (sports teams)