

BUTLER BOARD OF EDUCATION

Ph: 973-492-2025

HIGH SCHOOL ANNEX, BUTLER, NJ 07405

Fax: 973-492-1016

Ext. 7403

Application for use of public school facilities

Date _____

Permit No.: _____

All applications must be submitted to the Board office at least **thirty (30) days** before the Board meeting in the month prior to the requested use date.

The organization or individual applying for the use of the Butler Public School District's facilities shall be referred to as the "Licensee". The Butler Board of Education shall be referred to as the "Licensor."

The Licensee hereby makes application for the use of:

_____ at _____ School.
(ex. Auditorium, gym, field, etc.)

Date requested: _____ From _____ a.m./p.m. To _____ a.m./p.m.

The following extra equipment/facilities are also requested: _____

(tables, chairs, special set up, stage, etc.)

Purpose of Use: _____

If this application is granted to Licensee, _____
(name of organization or group)

Licensee agrees to the terms listed on the back.

Print name of Licensee

Signature of Licensee

Address

City, State, Zip

Phone Number

Other Phone Number

Board Approved: _____

Current certificate of insurance on file _____

Board Secretary

Athletic Director or School Principal

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 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 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.
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 "Prevention and Treatment of Sports-Related Concussions and Head Injuries" 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:40-41.5, 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.
8. All charges for the use of school facilities will be paid within thirty (30) days after the Licensee's use of the facilities has concluded.
9. Any requested changes or modifications in the 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.

**Statement of Compliance with the Butler Board of Education Policy No. 2431.4
"Prevention and Treatment of Sports-Related Concussions and Head Injuries"**

I, _____, on behalf of _____
 (print name) (name of organization)
 (hereinafter referred to as "Licensee"), hereby certify to the following:

1. The Butler 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 this _____ day of _____, 20____, 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(a)(2), the Licensee has read and hereby agrees to comply with Board Policy No. 2431.4, "Prevention and Treatment of Sports-Related Concussions and Head Injuries" 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: _____