



IS TOMORROW'S
FUTURE

Flemington-Raritan Schools

FACILITY USE APPLICATION and AGREEMENT FOR USE OF PUBLIC SCHOOL FACILITIES

Flemington-Raritan Regional School District

50 Court Street, Flemington, New Jersey 08822

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Please Submit Application Directly To School

Schedule ID #

Name Of Event: _____

Name of Organization: _____ Billing Address: _____

Person in Charge: _____ Address: _____

Daytime Phone #: _____ E-mail: _____

Alternate Contact _____ Address: _____

Daytime Phone #: _____ E-mail: _____

Facility Availability

Barley Sheaf (K-4)	Copper Hill (K-4)	F.A. Desmares (K-4)	Robert Hunter (K-4)	RFIS (5-6)	J.P. Case (7-8)
Cafeteria	Cafeteria / Stage	Cafeteria	Cafeteria	Cafeteria	Cafeteria
Gym	Gym A	Gym	Gym	Auditorium	Theatre
Field 1 (Softball)	Gym B	Field	Field	Upper Gym A	Gym A
Field 2 (Softball)	Field 1 (Soccer)			Upper Gym B	Gym B
Field 3 (Soccer)	Field 2 (Soccer)			Lower Gym	Gym C
				Field #1	Field #1, Field #2
				Field #2	Field #3, Field #4
Other:	Other:	Other:	Other:	Other:	Other:

Special Request (set up of tables/chairs, theatre tech, etc.) _____

Special Approval (inflatables, portable lights, portable toilets, sports equip, food truck, etc.) _____

Date (s) Requested	Days of the Week	Hours	Total Number of Participants & Spectators

The Flemington-Raritan Regional School District Facility Use Policy, Regulations and Fees are available on the district website @ www.frsd.k12.nj.us. **YOUR SIGNATURE BELOW acknowledges that you have read and agree to comply with any and all of the Licensor's rules, policies, and regulations listed on Page 2 of this application; including Policy numbers 7510 & 2431.4, Regulation numbers 7510, 7510.1 & 2431.4 of the Board of Education, pertaining to the use of school facilities and agree to pay all fees associated with this rental.**

CERTIFICATE OF LIABILITY INSURANCE ATTACHED ON FILE DATE OF EXPIRATION: _____

Signature of Applicant: _____ Date: _____

School Principal: _____ Approved Denied Date: _____

Superintendent or Designee: _____ Approved Denied Date: _____

Facility Use Application and Agreement

If this application is granted, Organization or Individual "Licensee" agrees to the following FRSD BOE "Licensor" Agreement:

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 reasonably satisfactory to the Licensor.
 - a. Additionally, Licensee acknowledges that a novel viral infection has resulted in a pandemic throughout the United States, and hereby agrees to ensure that its members, agents, contractors, servants, employees, volunteers, and invitees comply with and follow the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and the State of New Jersey prior to and during the use of the facility. Licensee agrees to immediately notify the Licensor if any of its members, agents, contractors, servants, or employees who are anticipated to be present in the facility or have been present during Licensee's use of the facility are known to have tested positive for or been exposed to coronavirus, or any other epidemic, and further agrees to indemnify and hold harmless the Licensor, its respective members, agents, contractors, servants or employees 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 alleged exposure or infection of coronavirus or any other epidemic as a result of any acts or omissions of the Licensee, its members, agents, contractors, servants, employees, volunteers, licensees, or invitees as it relates to Licensee's use of the facility.
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 person/per occurrence 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, upon request, 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. The Licensee agrees to pre-inspect the facilities for which use is being requested, and agrees to notify the Licensor 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 the Licensor of any damage to the facility being used, the Licensee shall be responsible for any damage found to the facility after such use.
5. 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.
6. If school is closed due to an emergency/inclement weather, Licensee's event/function shall be cancelled.
7. 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.
8. If the Licensee is a "youth sports team organization," the Licensee shall provide the Licensor with a copy of their insurance certificate, guaranteeing proper accident coverage for the participants.
9. 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.
10. 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. 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.
12. All charges for the use of school facilities shall be paid prior to the scheduled use. Permission will be withdrawn from any use that is not paid in advance, except as expressly exempted by the Superintendent of Schools.
13. 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.
14. Food and/or beverages are only permitted in the cafeteria (with cafeteria rental).