



# Morris School District Facility/Field Use Contract

31 Hazel Street  
Morristown, NJ 07960  
973-292-2300

Name of the Organization \_\_\_\_\_

Name of the Event: \_\_\_\_\_

Date(s) of Event: \_\_\_\_\_

Time Approved: \_\_\_\_\_

Facility Approved: \_\_\_\_\_

Equipment Approved: \_\_\_\_\_

Staff Approved: \_\_\_\_\_

- A. Classification of Users-Organizations and individuals using school facilities will be classified as Priority I, II, III, IV and V as detailed in Policy 7510.

This Organization is priority level \_\_\_\_\_

- B. Payment, if level III, IV or V

1. A deposit of 20% of total estimated assessed fees will be submitted within 10 days of notice of approval of facility use.
2. An additional 40% of total estimated assessed fees will be submitted 30 days prior to the date of the first event.
3. The final payment of 40% will be due prior to the date of the first event.
4. If any payment is received after the due date, the organization will be assessed a penalty late fee in the amount of 10% of the total bill.
5. A final invoice will be issued after an event for any additional time required of employees, use of additional space, longer use than approved or damage to board property.

This event total bill is projected to be: \$ \_\_\_\_\_

- C. Approval is conditional and will be withdrawn if any of the following policy considerations are not adhered to:

1. School facilities are available for use only on the dates and times approved above. The organization may not be present on school grounds prior to the approved times above.
2. The presence, consumption or serving alcoholic beverages is prohibited on all school grounds and in all school buildings. The use, possession, and/or distribution of alcohol

and/or controlled dangerous substances is absolutely prohibited, in accordance with law and Policy Nos. 5530 and 7435.

3. Food and beverages are not to be permitted anywhere on school grounds or in school buildings, unless special arrangements have been made in the application and approved by the Board.

The service and consumption of food and/or beverages is strictly limited to the area for which permission is granted. If food and/or beverages are served, the user must clean all utensils, equipment, serving dishes, and the like and restore the facility to its proper condition. The user may not consume food or beverages or use supplies purchased with district funds.

4. Smoking is prohibited in accordance with Policy No. 7434. Smoking is not permitted on any school grounds or in any school building. For purposes of this contract smoking includes burning or vapor of a lighted cigar, cigarette, pipe, electronic smoking device, or any other matter or substance which contains tobacco. Chewing tobacco is also specifically prohibited by this contract.
5. Purpose of use is limited to that detailed on the original application.
6. Supervision will be maintained at the level indicated in the original application throughout the entire time the facility is used.
7. The facility/fields will be returned to the district in the same clean/maintained state in which it was received.
8. Municipal permits, as needed, are applied for and received by the organization. Copies are to be supplied to the Business office.
9. No use of the facility/field will result in the interference of the instructional program. That includes but not limited to: Scenery or staging set up early or left behind, if equipment or furniture is moved it is restored to its original place.
10. Ticket sales or other efforts are made to limit crowd size to be at or below approved capacities of the facilities rented.
11. All parking is limited to the lined pavement approved for parking. No parking in driveways, grass or fields. Parking is not permitted in designated fire zones; grass areas or other areas designated as NO PARKING. Handicapped parking spaces are appropriately designated and shall ONLY be occupied by vehicles with the required identification.
12. Representatives of the district, i.e., custodians, security guards, technicians, or staff are there to protect the board's interests and properties. They are selected as they know the proper way (the board way) of how things are done. Their decisions are to be followed.

D. Approval is conditional and will be withdrawn if any of the following contract considerations are not adhered to:

1. The representative's signature on the application will signify notice of these rules and the organization's agreement to be bound by those rules.
2. The Board reserves the right to deny an application and to withdraw permission to use school facilities after approval has been granted and after the use has commenced. Permission may specifically be withdrawn from any organization whose representative has willfully made misrepresentation on the application or whose members violate the rules established for the use of school facilities. Such withdrawal of permission may constitute grounds for denying a future application made by the organization.
3. Permission to use school facilities is not transferable is limited to the times indicated on this contract. You may not come on site early or stay after the times marked on this contract.
4. The organization representative must inform the Business Office of any canceled use request as soon as he/she is aware of the cancellation. An organization's failure to inform the Business Office of a canceled use at least two (2) working days in advance of the scheduled time of the use may result in imposition of service charges.
5. Permission to use a school facility is automatically withdrawn on a day when the facility is closed for inclement weather, work stoppage, or another emergency.

E. Approval is conditional and will be withdrawn if any of the following insurance and indemnifications considerations are not adhered to:

1. Comprehensive Liability insurance, in an amount not less than \$1,000,000 per occurrence. Morris School District must be named as an additional insured on this policy. A certificate of insurance as described must be provided before the facility is used.

Failure to enforce the required production of the certificate will not void users' obligation to provide the insurance as aforesaid.

In addition, by making this application, user agrees, that should this application be granted, user will indemnify, hold harmless, and defend the District against any and all demands, claims, damages, fees, cost and liabilities of any kind (including but not limited to attorney's fees) to the fullest extent permitted by law.

2. The representative of an organization granted permission to use a school facility must assume responsibility for the orderly and careful use of the

facility and must agree to assume liability for any damage or loss of property caused by the use or in the course of the use.

3. The organization and/or its representative will hold the Board of Education harmless from claims arising out of the permitted use of the school facility or during the user's occupancy. In addition, the user shall agree to save the Board harmless from liability for injury or damage to any person or property of any person who may be attending or participating in the function or activity for which permission has been granted.
4. Any youth sports team organization that is granted permission to use school facilities must provide the school district proof of an insurance policy against liability for any bodily injury in the amount of not less than \$50,000 per person per occurrence, insuring the youth sports team organization against liability for any bodily injury suffered by a person. The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries, which will be provided to the adult representative of the requesting organization with the application to use school facilities.

For the purpose of this Policy, 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.

F. Approval is conditional and will be withdrawn if any of the following legal considerations are not adhered to:

1. Users of school facilities will be bound by the laws of the local, state and federal governments.
2. Users must comply strictly with all applicable statutes; municipal ordinances; and rules of the Board of Health, Fire Department, and Police Department regarding public assemblies. Copies of all approved permits must be filed with the district office.
3. The use must not exceed the established capacity of the facility used.
4. The use must not involve gambling or games of chance.
5. The use, possession, and/or distribution of alcohol and/or controlled dangerous substances is absolutely prohibited, in accordance with law and Policy Nos. 5530 and 7435.
6. School facilities cannot be used for any purpose prohibited by law or likely to result in rioting, disturbance of the peace, damage to property or for the purpose of defaming others.

G. Approval is conditional and will be withdrawn if any of the following facility/field considerations are not adhered to:

1. Users of school facilities will respect Board property. Use of district equipment must be preapproved. (This includes refrigerators, ovens, sinks, etc.)
2. The user will not damage, destroy, or deface school property. The facility shall be used with care and left in an orderly and neat condition.
3. After hour facility use may require doorkeepers be posted to control entry to the building. All doors are to remain locked. You cannot prop open any door. If you expect a large group of the public to attend you will need to make arrangements for security or police presence for your event.
4. The user must request in the application and receive permission to bring and use equipment, decorations, or materials to the school facility. No equipment, decorations, or materials may be nailed to floors, walls, windows, woodwork, curtains or fixtures or affixed to the same in any manner that defaces or damages school property or grounds.
5. Any equipment, scenery, decorations, or other material brought to the school facility and any debris caused by the use or remaining after the use must be promptly removed by the user. Any such materials left on school premises beyond the time period approved in the application may be removed by the Board at the user's expense. The Board assumes no liability for damage to or loss of materials brought to school facilities.
6. The user must request in the application and receive permission to use, move, or tune a district piano. A piano may be moved only by school district staff or by a competent and experienced commercial mover approved by the Board and at the expense of the user. Any piano that has been moved must be returned to its original placement with the same care and at the expense of the user.
7. Users of the gymnasium must ensure that all participants wear rubber-soled footwear to prevent damage to floors.
8. No school facility may be used for a purpose in conflict with the purpose for which the facility was designed.
9. Lighting equipment, ventilation systems, and thermostatic controls may be operated only by an employee of the district.
10. No signs, posters, advertisements, or other displays may be placed in a school building without prior approval.
11. No school keys shall be issued to a user.

12. No animal shall be allowed on school premises without prior approval. Service animals are allowed.
13. An authorized school district staff member shall examine the school facilities and/or grounds after the use and will inform the user of any loss or damage that must be corrected.
14. Permission to use school facilities extends only to the facility requested. Users are not entitled to enter health offices, administrative offices, storage closets, or any other room to which permission to use has not been expressly granted. Users are not permitted to use district telephones, computers, and office equipment.
15. No vehicles of any type shall be operated in any area that is not designed for such vehicles without prior permission.

H. Approval is conditional and will be withdrawn if any of the following supervisory considerations are not adhered to:

1. Adequate supervision must be maintained.
2. The user must assume full responsibility for the conduct of all participants in the use while they are in or about school buildings and grounds and must enforce these regulations. The user must provide an adequate number of persons to supervise participants in the activity. The district, depending on the activity, may require as a condition of approval, a certain number of chaperones, law enforcement officials, and/or a school district representative(s) to be present at the activity.
3. The user must, in consultation with the Principal, anticipate the need for the assistance of police officers, fire fighters, and/or parking attendants. All such services must be arranged by the user and will be at the expense of the user. When a user refuses or fails to secure police, fire, and/or parking assistance after having been advised to do so by the Principal, the Principal may recommend that permission to use the facility be withdrawn.
4. Board members and school officials are entitled to full and free access to any part of the school premises during any use. No user may exclude a Board member or school official from a school facility for any reason.

I. Special rules for unique facilities/Fields are attached to and are considered part of this contract if a check mark is indicated below:

\_\_\_\_\_ Use of Pool

\_\_\_\_\_ Use of Auditorium

\_\_\_\_\_ Use of Field

Your signature below indicates that you are of legal age (at least 18 years old); are authorized by your organization to sign on its behalf; you have read and agree to abide by the statements above; and you agree to make the payments as indicated above.

\_\_\_\_\_  
Signature/Title within Organization

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary/School Business Administrator

\_\_\_\_\_  
Date

Sample