

PARK RIDGE SCHOOL DISTRICT BOARD OF EDUCATION

Facilities Use Agreement Form

COVID ADDENDUM

The 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 all applicable government laws, rules, regulations, New Jersey State and federal agency guidance and Executive Orders related to the coronavirus disease 2019 ("COVID-19"), including, but not limited to, prevention guidelines, restrictions on gatherings, social distancing and face coverings, vaccination and testing requirements, and to require compliance with same by all present in connection with the use of the Board's facilities and premises. 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.

It is further understood and agreed that, if the Board is required to or determines to close its facilities due to the public health pandemic, it may immediately do so without any prior notice and/or approval by the Licensee, or any of its officers, agents or representatives. The Board will provide advance notice of any such closure, as reasonably foreseeable and able.

Unless as explained herein, the Board shall reimburse the Licensee for any deposits and/or costs paid related to the approved use of facilities in the event the Board of Education's decision to close its facilities precludes the Licensee's actual use of the facilities. The Board shall not reimburse the Licensee for any deposits or costs associated with the actual or anticipated usage of its facilities if the reason for the closure is associated with the Licensee's failure to comply with the health and safety obligations established herein.

The Licensee shall reimburse the Board for any costs and expenditures that have been or will be incurred by the Board, pursuant to N.J.S.A. 18A:7F-9(e), should it be required to continue payment on existing contracts that had been entered into to effectuate the Licensee's facilities use application.

This Addendum must be completed and submitted with the Facilities Use Agreement Form, and is made a part thereof. Failure to do so may result in the Application being denied.

Licensee/Organization: _____

**Presiding Officer/
Authorized Agent Signature:** _____

Title or Position: _____

Date: _____