

## **HOLD HARMLESS AGREEMENT**

The organization or individual applying for the use of the Somerset Hills Public School District's facilities shall be referred to as the "Licensee."

AN INDIVIDUAL: Name: \_\_\_\_\_

or

AN ORGANIZATION: Name: \_\_\_\_\_

The Somerset Hills Board of Education shall be referred to as the "Licensor."

The Licensee hereby makes a request for the following:

Date(s): \_\_\_\_\_

Site(Premise): \_\_\_\_\_

Hours site is needed: \_\_\_\_\_

\*Include set up/tear down and clean up

Activity to be held (describe in detail) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Will there be guests/invitees?      Yes      No      If yes, estimated number \_\_\_\_\_

Will an admission fee be charged?    Yes      No

If yes, for what purposes will funds be used? \_\_\_\_\_

Purpose of Use: If this application is granted, 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 reasonably 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 person/per occurrence and \$2,000,000 against any liability for bodily injury and property damage. The Licensors shall be named as an additional insured on such insurance policy. A copy of the necessary insurance policy must be presented to the Licensors, 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 Licensors 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 Licensors 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 Licensors' rules and regulations governing the use of the Licensors' facilities as set forth in the Licensors' 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 Licensors' Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Licensee from the Licensors' facilities.
6. If school is closed due to inclement weather, Licensee's event/function shall be canceled.
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 Licensors with a statement of compliance with the Licensors' 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 Licensors 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 Licensors, 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 Licensors 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. \_\_\_\_\_ I have received, read and hereby represent that the Licensee shall comply with any and all of the Licensor's rules, policies, and regulations, including Board Policy 7510 and Regulation 7510.
15. \_\_\_\_\_ The Licensee has provided the aforementioned required certificates of insurance to the Licensor.

Print Name of Licensee: \_\_\_\_\_

If Applicable, organization will be billed for facility use which will include cost for custodial coverage.

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Position with Organization Named Above

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

Business Administrator Approval \_\_\_\_\_ Date: \_\_\_\_\_