



Mine Hill Township School District

42 Canfield Avenue

Mine Hill, New Jersey 07803-3085

Phone: (973) 366-0590 Fax: (973) 366-8786

www.minehillcas.org

Superintendent of Schools
Lee S. Nittel

Business Administrator &
Board Secretary
Carolina Rodriguez

Dear Building Facilities Users:

Please complete the attached Application for the Use of School Facilities form along with the Hold Harmless Agreement and Insurance Certificate Application (naming Mine Hill BOE as additional insured). **Please note you will need to obtain an Insurance Certificate listing each event you are requesting***. The Responsibility for Use of School Facilities form should also be signed to verify your receipt of the Use of School Facilities forms. These forms, along with the updated Certificate of Insurance, should be returned to Angela Sabatino or the Business Office in Ms. Sabatino's absence.

All users are required to maintain, in addition to any insurance required by law, Comprehensive Liability Insurance, in an amount not less than \$1,000,000 per occurrence. The Mine Hill Township BOE 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 the user's 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, the Board of Education and the members, employees, volunteers and agents of each, from and against any and all demands, claims, damages, fees, cost and liabilities of any kind (including but not limited to attorney's fees) including, but not limited to, any damages which may be asserted, claimed or recovered against or from the Board or District, by reason of personal injury, including bodily injury or death and/or property damage including loss of use thereof to the fullest extent permitted by law. Solely at the discretion of the District, the insurance certificate may be waived and replaced in total with the hold harmless and indemnity agreement included in this paragraph.

In addition to the hold harmless language above, Mine Hill Township BOE requires concussion protocol language involving athletics.

Mine Hill Township BOE shall not be liable for the injury or death of a person due to the action or inaction of persons employed by, or under contract with, a youth sports team organization that operates on school grounds, if the youth sports team organizations provide the district, as applicable, with the following:

- (1) Proof of an insurance policy of an 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;
- (2) A statement of compliance with the school district's policies for the management of concussions and other head injuries.

As used in this section, 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 school, county, or municipal recreation department.

"We envision all learners to maximize their creative potential to be innovators, creators, and global thinkers."



Mine Hill Township School District

42 Canfield Avenue

Mine Hill, New Jersey 07803-3085

Phone: (973) 366-0590 Fax: (973) 366-8786

www.minehillcas.org

Superintendent of Schools

Lee S. Nittel

Business Administrator &

Board Secretary

Carolina Rodriguez

The Board of Education and PTA functions will take precedence. Priority will be given to town-sponsored organizations, town-based organizations and then to all others.

By signing the facility use form and using District facilities, you acknowledge your understanding, on your behalf, as well as on behalf of your organization and the attendees or participants of the event, of the above requirements and those set forth in the form, all of which are applicable to each use of the Board's facilities.

**Please be sure EACH EVENT is listed on the facility use form and the insurance certificate.*

Sincerely,

C. Rodriguez

Carolina Rodriguez, SBA
Board Secretary

Attachments



Mine Hill Township School District

42 Canfield Avenue

Mine Hill, New Jersey 07803-3085

Phone: (973) 366-0590 Fax: (973) 366-8786

www.minehillcas.org

*Superintendent of Schools
Lee S. Nittel*

*Business Administrator &
Board Secretary
Carolina Rodriguez*

Dear User of the Mine Hill Township School District Facilities:

The Mine Hill Board of Education is required under N.J.A.C. 2:36-1.13 to enact a Food Biosecurity Management Plan. This plan identifies what the district would do in the event that a contaminant entered the food distribution system and its procedures to prevent such an event from occurring. As part of this plan, the district must restrict areas of the kitchen to only authorized personnel in order to reduce that possibility of contamination.

In order to comply with these mandated guidelines, the Mine Hill Board of Education is unable to offer organizations access to its kitchen's refrigerators, stoves or ovens. Organizations that still wish to use the kitchen's food line with their own warming and cooling equipment may do so; the district can offer the milk cooler in order to keep bottled water, juice and sodas cold. However, a Food Service Employee must be present to supervise the kitchen area at all times. This employee must be reimbursed by the organization for their time at a rate of \$20.00 per hour, unless a Food Service Employee is willing to volunteer for the particular organization's event. Please see the attached form. The organization must have the Food Service Employee complete and sign that they are volunteering for the event.

The Board of Education extends its appreciation to all organizations for their assistance in implementing this policy to protect the food preparation area for the children.

If you have any questions, please contact our office at 973-366-0590.

Sincerely,

C. Rodriguez

Carolina Rodriguez, SBA
Board Secretary

Attachments

"We envision all learners to maximize their creative potential to be innovators, creators, and global thinkers."

**MINE HILL TOWNSHIP BOARD OF EDUCATION
APPLICATION and AGREEMENT
FOR USE OF PUBLIC-SCHOOL FACILITIES**

Name of Sponsor: _____

Date: _____

If this application is granted to Licensee: _____
(Name of organization or group)

All applications must be submitted to the school office at least thirty (30) days prior to requested use. Use of all school facilities shall be in accordance with Board of Education Policy and Regulation 7510.

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

The Mine Hill Board of Education is required under N.J.A.C. 2:36-1.13 to enact a Food Biosecurity Management Plan. This plan identifies what the district would do in the event that a contaminant entered the food distribution system and its procedures to prevent such an event from occurring. As part of this plan, the district must restrict areas of the kitchen to only authorized personnel in order to reduce that possibility of contamination.

In order to comply with these mandated guidelines, the Mine Hill Board of Education is unable to offer organizations access to its kitchen's refrigerators, stoves or ovens.

The Board of Education extends its appreciation to all organizations for their assistance in implementing this policy to protect the food preparation area for the children.

The Licensee hereby makes application for the use of:

Classroom: ☐ Gymnasium: ☐ EMC: ☐ Field: ☐ Parking Lot: ☐

Date(s) & Time(s): _____

(if additional space is required, attached a list)

Event & Activities planned: _____

Purpose of Use: _____

Additional services requested:

Special lighting (other than house lights): ☐

Audio System: ☐ Microphone: ☐

Projector Screen: ☐

_____ Tables _____ Chairs

Will there be an audience: ☐ Yes ☐ No

If yes, estimate number: _____

Will an admission be charged: ☐ Yes ☐ No

If yes, for what purposes will funds be used?

For use by the Board Office (documents received):

- ☐ Insurance Certificate guaranteeing proper liability coverage/Insurance Policy w/Mine Hill BOE named as additional insured
- ☐ Additional insured endorsement via CG 20100704 or equivalent

Licensee agrees to:

1. On its behalf and on behalf of each organization, attendee or participant in the event, assume all liability for and agrees to indemnify and hold the Licenser, 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 Licenser'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 Licenser by reason of any such claim, the Licensee, upon notice from the Licenser, covenants to resist or defend, at Licensee's expense such action or proceeding by counsel reasonably satisfactory to the Licenser.
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. Prior to the event(s), the Licensee must present a valid 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 Licenser shall be named as an additional insured on such insurance policy. The Licensee must also include an additional insured endorsement via a CG 20100704 or equivalent. A copy of the necessary insurance policy must be presented to the Licenser, upon request, prior to the Licensee's use of the facilities.
3. Assume responsibility for preserving order 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, be responsible for the behavior of all persons participating and/or attending this event(s) under this Permit and Agreement and ensure disposal of all trash and recycling.
4. Observe and adhere to all the Licenser's rules and regulations governing the use of the Licenser's facilities as set forth in the Licenser's policies and regulations. The foregoing policies and regulations are attached or are available on Licenser's website. Any violation of these terms and conditions may result in the immediate expulsion of the Licensee from the Licenser's facilities.
5. If school is closed due to inclement weather, Licensee's event/function will 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 Licenser with a statement of compliance with the Licenser'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:40-41.4(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. If the Licensee is a "sports" organization the Licensee shall provide the Licenser with a copy of their Blanket Accident Policy, or an equivalent insurance certificate guaranteeing proper accident coverage for the participants.
8. Pursuant to N.J.S.A. 18A:40-41a and N.J.S.A. 2A:62A-27, the Licenser, 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.
9. Pursuant to N.J.S.A. 18A:40-41.5, the Licenser 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.
10. All charges for the use of school facilities (if applicable) will be paid within thirty (30) days after the Licensee's use of the facilities has concluded.
11. 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 Licenser at least three (3) days in advance of the date schedule for the use of facilities.

Print Name of Licensee

Signature of Licensee

Address

Telephone Number

e-mail

• Organization will be billed for facility use for the cost of custodial coverage

For use by the Board Office:

Board Office Approval: _____ Date approved: _____