MIDDLESEX PUBLIC SCHOOLS PERMIT & AGREEMENT FOR FACILITIES USE

Application must be made at least 14 days in advance to Middlesex School District Board Meeting for all groups.
See reverse for Middlesex Board of Education Building Use Regulations, Terms and Rental Fees.

EVENT INFORMATION:

EVENT TITLE: _____
FACILITY REQUESTED: _____
ROOM NUMBER/AREA: _____
EVENT DATE(S): (Please attach a separate page or calendar if additional space is needed to list all dates.)
_____
_____

TIMES: *If setup/breakdown is required, times for the event AND setup/breakdown are needed.

*EVENT START TIME: _____ *EVENT END TIME: _____
*SETUP START TIME (If applicable): _____ *BREAKDOWN END TIME (If applicable): _____

SETUP REQUIREMENTS: (Check all that apply. Attach diagram if needed.)

AUDIO/VISUAL:
Microphone/Screen/Laptop Setup Only: ☐
Additional Setup Instructions for Audio/Visual: _____
_____
_____

For auditorium use, check if theatre technician is needed (Stage Lighting/Sound, etc.): ☐

CAFETERIA/KITCHEN: ***(Check One)*** Cafeteria Only: ☐ Cafeteria & Kitchen: ☐

CUSTODIAL:
Additional Setup Instructions for Custodian(s): _____
_____
_____

ORGANIZATION/LESSEE NAME: _____
ORGANIZATION/LESSEE CONTACT NAME: _____
ORGANIZATION/LESEE ADDRESS: _____
ORGANIZATION/LESEE CONTACT'S E-MAIL: _____
ORGANIZATION/LESEE CONTACT'S PHONE: _____

The individual signing below on behalf of the organization/lessee named herein and hereby warrants and represents that the organization/lessee has reviewed and agrees to the regulations and terms that are annexed to this form and that he/she is duly authorized by the organization/lessee to execute and deliver this Permit & Agreement for Facilities Use on behalf of the organization/lessee and that the organization/lessee has reviewed and agrees to be bound to the express terms of this Permit & Agreement for Facilities Use, as well as all Board policies, rules and regulations regarding the use of Board facilities.

X_____ _____
Signature of Organization's/Lessee's Authorized Representative Date

OUTSIDE ORGANIZATIONS ONLY:

ATTACH A COPY OF YOUR CERTIFICATE OF INSURANCE (COI) listing Middlesex Board of Education as an additional insured. The COI must be in effect for the current school year and cover all dates on which the facilities are to be used by the organization.

(Check One) ***For Profit*** ☐ ***Not for Profit (Attach proof of non-profit status)*** ☐

APPLICATION STATUS: (Check One)

X_____ _____ ☐ ☐
Building Principal Signature Date ***Approved*** ***Denied***

X_____ _____ ☐ ☐
Business Administrator Signature Date ***Approved*** ***Denied***

TOTAL FEE _____

USE OF FACILITIES IS CONTINGENT UPON THE ORGANIZATION'S/LESSEE'S ACCEPTANCE AND AGREEMENT TO COMPLY WITH THE FOLLOWING REGULATIONS AND TERMS:

1. Any group wishing to use school facilities must secure a permit. Permits must be approved by the Business Administrator. A permit is not transferable.

2. Applicant must be of legal age and authorized to represent the user organization or group. Responsible adult supervisors shall be present when use is by a youth organization or group. All outside groups must have 1 adult per 10 minors.

3. The Board of Education carries insurance covering its legal liability. The Board assumes no liability of the lessee and requires that the lessee carry liability insurance covering bodily injury and property damage. The Board assumes no liability for bodily injuries and damage to properties of others. The applicant must submit a Certificate of Insurance naming the Middlesex Board of Education as an Additional Named Insured on a primary and non-contributory basis. The Certificate of Insurance must provide for general liability insurance with a minimum coverage limit of $1,000,000 . Additionally, the Certificate of Insurance must: (1) be effective for the current school year and (2) cover the dates on which the facilities are to be used. Furthermore, the aforementioned general liability insurance shall not contain a virus or communicable disease exclusion.

4. The rental fee includes the custodial services necessary for the opening and closing of the building and seeing to it that the building facilities are in proper order. Custodians and other Board of Education employees are expected to render service within reasonable limitations and are adequately compensated for such service. The applicant is solely responsible for disinfecting all surfaces and points of contact prior and subsequent to its use of same. The Board of Education does not approve gratuities to Board employees and no additional charges should be made or paid directly to students without Board of Education authorization. When additional facilities are used and additional services are rendered, an extra charge will be made and will be part of the rental agreement.

5. Priority for use of Board of Education property: first priority-School use; second priority-PTO use; third priority-Recreation Commission use; fourth priority – Local non-profit organization use; fifth priority – Non-local non-profit organization use; sixth priority – For-profit organization use.

6. On any application where the proposed use of the school is questionable, the application shall be referred to the Board of Education for decision.

7. During scheduled vacations, no outside activities will be allowed without the express permission of the Board of Education. When schools are closed due to inclement weather, all activities will be cancelled.

8. No Sunday use of the buildings or facilities will be permitted without the express permission of the Board of Education.

9. The use of Board of Education buildings shall cease on or before 10:00 p.m. Special permission must be obtained for any use after 10:00 p.m.

10. The Board of Education reserves the right to approve or deny any application for use of school facilities and/or buildings.

11. Violation by a permit holder of any of the regulations governing the use of school buildings or grounds may be the cause for cancellation of all existing permits and the denial of any permits In the future.

12. The granting of a permit for the use of the building or grounds confers no privileges for the use of any facilities other than those stated in the permit.
13. Members of the Board of Education and any of its representatives shall have full and free access to any part of the buildings and grounds at all times during such use.
14. Permits may be cancelled by the applicant by notifying the Board of Education Business Office forty-eight hours in advance of the date reserved.
15. The lessee assumes full legal responsibility for any and all bodily injuries and breakage, damage and/or alteration to school property of any nature and degree.
16. In all instances the school facilities must be in the charge of the regular employees of the Board of Education.
17. Special permission must be obtained for decorating, installing scenery, and tuning pianos. All arrangements for piano tuning must be made through the Business Office. Charges for the tuning will be in addition to the regular rental fee. School pianos are not to be moved.
18. School equipment, such as motion picture projectors, amplifying equipment, musical instruments, etc., will not be loaned or rented for removal from the premises. Arrangements for use of equipment are to be made with the school principal after approval of this application.
19. Some schools are equipped with stage lighting, projection and amplifying equipment. This equipment will be made available provided a qualified school employee is present to supervise it and/or operate its use. This applies to rehearsals and regular performances. A fee shall be charged for the service.
20. No changes are to be made in the arrangement of school furniture or stage equipment without permission of the school principal.
21. Scenery, decorations, or equipment provided by the holder of the permit must be removed from the school building promptly after the performance so as not to interfere with school activities. If there is a delay, the removal will be made by the Board of Education at the expense of the permit holder.

22. All laws, statutes, regulations, ordinances, governmental directives, executive orders and administrative orders regarding public assemblies must be strictly compiled with including those ordinances governing police permits, and the lessee is solely responsible to ensure compliance with same.

23. Smoking shall not be allowed in any part of the building or property in accordance with Public Law A 1726, Chapter 320.

24. Permission must be secured to serve beverages or food in school buildings.

25. There shall be no gambling or use of Intoxicating beverages at any time on the school premises.

26. The Board of Education reserves the right to change all rules, regulations, and fees without notice.
27. The lessee agrees to and shall defend, indemnify and hold the Board, its officers, agents, employees, members and representatives harmless from any and all charges, damages, losses, fines and claims of any nature that are in any way related to the lessee's use of the facilities, including but not limited to acts or omissions of the lessee, its agents, officers, employees, volunteers, officials, representatives, participants, participants' families/guests, spectators, vendors, contractors, subcontractors, game officials/referees, coaches, licensees, invitees and assigns. The lessee hereby waives all claims and releases the Board, its officers, agents, employees, members and representatives from any and all claims and causes of action that the lessee has or may have that are in any way attributable to the acts or omissions of the lessee, its agents, officers, employees, volunteers, officials, representatives, participants, participants' families/guests, spectators, vendors, contractors, subcontractors, game officials/referees, coaches, licensees, invitees and assigns. In the event that any such claim or action is brought or filed by a third-party against the Board, its agents, employees, members or representatives, the lessee shall defend, indemnify the Board against such claims and/or actions, including but not limited to any and all legal costs, damages, and judgments incurred and/or judgments entered. The lessee's agreement to defend, hold harmless and/or indemnify the Board extends to any claims related to the infection, transmission, contraction of any illness of any kind, including but not limited to pandemics, such as COVID-19.

RENTAL FEES FOR MIDDLESEX BOARD OF EDUCATION FACILITIES

	HOURLY RATE ***Local Non-Profit / Not-For-Profit Groups***	***HOURLY RATE*** ***Local For Profit / Groups Based Outside Middlesex***
Middlesex High School Auditorium / Gym *	$50.00	$100.00
Middlesex High School Cafeteria **	$30.00	$75.00
Von E. Mauger Middle School Gym *	$50.00	$100.00
Von E. Mauger Middle School Cafeteria **	$30.00	$75.00
Hazelwood Elementary School All Purpose Room	$30.00	$75.00
Parker Elementary School All Purpose Room	$30.00	$75.00
Watchung Elementary School All Purpose Room	$30.00	$75.00
Classrooms (All Buildings)	$25.00	$50.00

Custodial Rates: (Number of custodians is to be determined by the Facilities Office.)
Weekday Use - $30.00 per hour per custodian / Weekend Use: $35.00 per hour per custodian

*Stage Equipment Fees: See Regulation #19 above regarding additional fees for use of stage equipment. Theater Technician fee is $35.00 per hour.

**Kitchen Use Fees: Use of kitchen equipment must be monitored by a trained Board of Education employee or employee of the food service management company. Additional fees shall be charged.

For more information, see Board Regulation #7510.

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