



GREENWICH TOWNSHIP SCHOOL DISTRICT

415 Swedesboro Road
Gibbstown, NJ 08027

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FACILITY USE AGREEMENT AND AGREEMENT TO DEFEND AND INDEMNIFY THE DISTRICT

PREAMBLE

The District is a New Jersey public school district and a governmental entity organized under the laws of the State of New Jersey. As a non-profit public institution, the District is not engaged in any for-profit enterprise and derives no commercial benefit from the use of its facilities by outside parties.

In furtherance of its commitment to civic engagement and community enrichment, the District makes its facilities available on a limited and revocable basis to community-based organizations, recreational groups, nonprofit organizations, and other similar entities or groups, as an accommodation to the public and in furtherance of the general public good.

In consideration and recognition of the foregoing, this Agreement provides that User shall broadly defend and indemnify the District against any and all claims arising, or allegedly arising, from User's use of the District's facilities, including any claims or alleged claims arising from any injury to, or death of, any person or persons occurring during User's use of the District's facilities, and caused wholly or in part by reason of any act, omission or negligence of the District, and based upon any dangerous condition of the District's facilities, whether known or unknown to the District.

This Agreement sets forth the terms and conditions under which such limited use may be granted.

1. PURPOSE OF AGREEMENT

The District grants User a limited, revocable license to access and use the facility located at Nehaunsey Middle School, 415 Swedesboro Rd., Gibbstown, NJ 08027 and/or Broad Street School 255 West Broad St., Gibbstown, NJ 08027 ("Facility") on solely for the following purpose:

2. CONDITION AND INSPECTION OF PREMISES

User acknowledges and agrees that it is solely the User's responsibility to thoroughly inspect the Facility prior to and during its use to determine its condition and to identify and assess any actual or potential hazardous or dangerous conditions, whether open and obvious or latent.

As of the signing of this Agreement, the Facility shall be made available to User for inspection for a period of two (2) business days (the "Inspection Period"). User shall have the irrevocable right to cancel this Agreement within the Inspection Period upon the completion of that inspection for any reason whatsoever, including any concerns respecting the safety, fitness, or suitability of the Facility for any particular purpose.

Following the lapse of the Inspection Period, User accepts the Facility AS IS, WHERE IS, and WITH ALL FAULTS, and acknowledges that The District has made no representations or warranties, express or implied, concerning the safety, fitness, or suitability of the Facility for any particular purpose.

User shall further have the obligation to inspect the Facility on the day of the scheduled event, and to notify the District of any hazardous or dangerous conditions that could not have been discovered during the Inspection Period, so that the District can properly address the same.

User assumes full responsibility for any risks or dangers discovered or that should have been discovered through reasonable inspection. User further agrees that failure to conduct such inspection shall not relieve it of any responsibilities under this Agreement.

3. COMPLIANCE WITH LAWS

User shall comply with all applicable federal, state, and local laws, ordinances, regulations, and rules during use of the Facility. User shall also comply with any rules and regulations imposed by The District.

4. NO LIABILITY; USE AT OWN RISK

User acknowledges that use of the Facility involves inherent risks, including but not limited to the risk of serious bodily injury or death, and voluntarily assumes all such risks. The District shall not be liable for any injury, death, loss, or damage to person or property arising out of or in connection with the use of the Facility, regardless of cause.

5. DEFENSE AND INDEMNIFICATION of the DISTRICT

In consideration of the District's status as a public school district and the non-commercial, public-service nature of its facility use accommodations, User agrees that The District is and shall be entitled to full defense and indemnification as set forth herein.

To the fullest extent permitted by law, User shall indemnify, defend (with counsel acceptable to The District), and hold harmless The District, its board members, officers, employees, agents, representatives, successors, and assigns (collectively, "Indemnitees") from and against any and all claims, demands, actions, suits, proceedings, losses, damages, liabilities, fines, penalties, costs, and expenses (including attorneys' fees and court costs) of any kind or nature whatsoever (collectively, "Claims"), including but not limited to those involving bodily injury, serious bodily injury, death, emotional distress, personal injury, or property damage, whether arising in tort, contract, statute, or otherwise, whether caused wholly or in part by reason of any act, omission or negligence of the District, and based upon any dangerous condition of the District's facilities, whether known or unknown to the District, and Claims that arise out of or relate in any way to:

- a. User's use or occupancy of the Facility;
- b. any act or omission of User or its guests, invitees, contractors, agents, or employees;
- c. any breach of this Agreement;
- d. User's failure to inspect the Facility or to identify and mitigate hazardous or dangerous conditions;
- e. the physical condition of the Facility, including but not limited to structural conditions, lighting, ingress/egress, flooring, and utilities;
- f. any condition arising out of or caused by the operation, maintenance, or environmental status of the Facility, including but not limited to the presence of liquid, debris, or other substances that may cause the floors or other surfaces to be slippery, unstable, or otherwise hazardous;
- g. any condition or occurrence that might be deemed a "dangerous condition of public property" within the meaning of the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.);
- h. any claim brought under the New Jersey Tort Claims Act, under any other provision of New Jersey statutory or common law, or under any federal or state statute, regulation, or constitutional provision;
- i. any claims or alleged claims arising from any injury to, or death of, any person or persons occurring during User's use of the District's facilities, and caused wholly or in part by reason of any act, omission or negligence of the District or Indemnitees, or based upon any dangerous condition of the District's facilities, whether known or unknown to the District; and
- j. any allegedly undisclosed or latent dangerous condition was known to the District.

This indemnity expressly includes Claims involving serious bodily injury and death. This obligation to defend and indemnify shall apply regardless of whether the Claims are caused in whole or in part by the negligence of the District or any Indemnitees.

Indemnity of the District and Indemnitees herein shall include User's obligation and agreement to pay to the District and Indemnitees any and all attorney fees and costs incurred in connection with the investigation or defense of any claim arising from User's use of the Facility, including any and all attorney fees and costs incurred in seeking User or Users' insurer's compliance with this Agreement.

User acknowledges that this indemnity is a material condition of the District's consent to permit use of the Facility, given the District's public and non-profit nature, and the absence of any commercial compensation or benefit to the District.

6. INSURANCE

At The District's request, User shall provide evidence of general liability insurance with minimum coverage limits of \$1,000,000 per occurrence (or such higher amount as The District may require), naming The District as an additional insured. User shall provide a certificate of insurance to the District no later than five (5) business days prior to the scheduled Facility use.

7. TERMINATION

The District may terminate this Agreement at any time, with or without cause, and without prior notice. In such event, User shall promptly vacate the Facility and remove all personal property.

8. EMERGENCY PROCEDURES.

User shall comply with all District emergency procedures, including but not limited to fire alarms, lockdowns, evacuations, severe weather protocols, or any other emergency response measures in effect at the time of Facility use. In the event of an emergency, User agrees to follow all instructions provided by District officials or emergency personnel.

Emergency Contact Information:

- District Emergency Contact: Gerardo Batista- Facilities Supervisor- 1-856-518-1926 (cell)
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9. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, oral or written. This Agreement may only be amended in writing signed by both parties.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law provisions.

11. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.