

GREENWICH TOWNSHIP SCHOOL DISTRICT
415 Swedesboro Road
Gibbstown, New Jersey 08027
APPLICATION FOR USE OF SCHOOL FACILITIES

Today's Date: _____
Sponsoring Organization: _____
Address: _____

Responsible Official: _____
Phone Number: _____
Address: _____

Date/Time Requested: _____
Alternate Dates: _____

Nature of Activity: _____

FACILITIES NEEDED: _____ Broad Street _____ Nehaunsey
_____ Gymnasium _____ Kitchen _____ Auditorium _____ Classroom

SPECIFY CLASSROOM NEEDED: _____
EQUIPMENT NEEDED: _____

Chaperones: (Please fill in at least one)

1)	Name: _____	Phone: _____
2)	Name: _____	Phone: _____
3)	Name: _____	Phone: _____

***Your group needs to carry insurance. Please attach a copy of your insurance certificate to this application or provide Company Name & Policy Number.**

By my signature, I acknowledge that I have received, read, understand and agree to the attached policies and procedures (**Policy# 7510 & Policy# 2431.4**) of the Greenwich Township School District in reference to the Use of Facilities.

SIGNATURE OF RESPONSIBLE OFFICIAL: _____

NOTE: The responsible official **MUST** assume responsibility for familiarizing chaperones with all rules and regulations and adherence to them.

THIS PORTION FOR BOARD USE ONLY

Request Copy to Superintendent Office: _____ Copy to Facilities Manager: _____

Permission Granted: _____ Permission Not Granted: _____

Notification Given by Mail on: (Date) _____

Janitor Assigned: _____ Charges (if any) _____

Signature of Business Administrator: _____

GREENWICH TOWNSHIP BOARD OF EDUCATION

415 SWEDESBORO ROAD, GIBBSTOWN, NEW JERSEY 08027

Gerardo Batista
Supervisor of Buildings and Grounds
gbatista@gtsdk8.us

Phone: 856-224-4920 x 2129
Fax: 856-423-1210

Greenwich Township Schools — Facility Terms of Use

Broad Street Gymnasium, Nehaunsey Gymnasium, and Broad Street Auditorium, all Area's

To ensure the proper care and maintenance of our facilities, please adhere to the following rules when using the gymnasiums or auditorium all Areas

1. **No Tape or Adhesive Materials**
Absolutely no tape, glue, or any other adhesive materials are to be placed on or around the gymnasium floors.
2. **No Dragging Equipment or Furniture**
Do not drag any type of equipment, furniture, or heavy objects across the gym floors. Please lift and carry all items to prevent damage.
3. **Responsibility for Damages**
The sponsoring organization or liable party is responsible for any damages or repairs identified by Greenwich Township staff following the event.
4. **Auditorium and Stage Care**
The stage and seating area in the Nehaunsey School, Broad Street auditorium must be returned to the same clean and organized condition in which it was found.
5. **Restroom Cleanliness**
Bathrooms must be kept clean and orderly throughout the event and left in the same condition as when you arrived.
6. **Trash and Event Cleanup**
All trash, food waste, decorations, and other materials resulting from your event (including parties, pizza events, etc.) must be cleaned up and removed at the end of your event.

Thank you for your cooperation and for helping us maintain our school facilities in excellent conditions.

Responsible Official _____

Date _____



GREENWICH TOWNSHIP SCHOOL DISTRICT

415 Swedesboro Road
Gibbstown, NJ 08027

Ryan Hudson, Chief School Administrator

Phone: 856-224-4900 ext. 2132

Fax: 856-302-9931

rhudson@gtsdk8.us

FACILITY USE AGREEMENT AND AGREEMENT TO DEFEND AND INDEMNIFY THE DISTRICT

This Facility Use Agreement ("Agreement") is entered into as of [Date], by and between Greenwich Township Board of Education ("the District"), a New Jersey public school district with administrative offices located at 415 Swedesboro Rd., Gibbstown, NJ 08027 ("The District"), and [User's Full Legal Name], with an address at [User Address] ("User").

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

[Date(s) and Time(s) of Use],
solely for the following purpose: [Describe Purpose of Use]

("Permitted Use").

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)
 - User Emergency Contact: [Name and 24-hour Phone Number] _____
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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.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

THE DISTRICT (School District):

Signature: _____

Name: _____

Title: _____

Date: _____

USER:

Signature: _____

Name: _____

Title/Organization: _____

Date: _____

POLICY

Greenwich Township (Gloucester County) Board of Education

2431.4. PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES (M) Section: Program
Date Created: November 2011
Date Edited: April 2024

2431.4. PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES (M) PREVENTION AND TREATMENT OF SPORTS-RELATED CONCUSSIONS AND HEAD INJURIES (M)

M

A concussion is a traumatic brain injury caused by a blow or motion to the head or body that disrupts the normal functioning of the brain and can cause significant and sustained neuropsychological impairments including, but not limited to, problem solving, planning, memory, and behavioral problems. In order to ensure safety, it is imperative that student-athletes participating in a program of athletic competition, coaches, and parents are educated about the nature and treatment of sports-related concussions and other head injuries. Allowing a student-athlete to return to a program of athletic competition before recovering from a concussion increases the chance of a more serious brain injury.

This Policy and Regulation 2431.4 are consistent with the requirements of N.J.S.A. 18A:40-41.1 et seq., the New Jersey Department of Education Model Policy and Guidance for Districts on the Prevention and Treatment of Sports-Related Head Injuries and Concussions, and the recommendations developed by the Center for Disease Control and Prevention (CDC).

For the purpose this Policy and Regulation 2431.4, "program of athletic competition" shall include any competition or practice in high school interscholastic athletic programs, middle school interscholastic athletic programs where school teams or squads play teams or squads from other school districts, intramural athletic programs within a school or among schools in the district, and any cheerleading program or activity in the school district.

For the purpose of this Policy and Regulation 2431.4, "student-athlete" shall mean any student enrolled in a public or nonpublic school in New Jersey who is a participant in a program of athletic competition organized by the school district.

The staff member supervising the program of athletic competition shall take steps to prevent concussions and head injuries; ensure student-athletes have appropriate supervision and safety equipment; and ensure student-athletes avoid unsafe conditions.

School staff members supervising programs of athletic competition; licensed athletic trainers; nurses; and school/team physicians shall be trained on the possible signs or symptoms of a concussion. Any possible signs or symptoms of a concussion shall be reported by the student-athlete or an observer to the staff member supervising the program of athletic competition; athletic trainer; school/team physician; school nurse; and/or parent.

The district will adopt an Interscholastic Head Injury Training Program to be completed by the school/team physician, licensed athletic trainer, coaches, and other appropriate district personnel pursuant to N.J.S.A. 18A:40-41.2.

Pursuant to N.J.S.A. 18A:40-41.4, a student-athlete who participates in a program of athletic competition and who sustains or is suspected of having sustained a concussion or other head injury while engaged in a program of athletic competition shall be immediately removed from the program of athletic competition by the staff member supervising the program or athletic competition. A student-athlete who was removed from a program of athletic competition shall not participate in further programs of athletic competition until the student-athlete is examined by a physician or other licensed healthcare provider trained in the evaluation and management of concussions; receives written medical clearance from a physician trained in the evaluation and management of concussions to return to a program of athletic competition; and progresses through the steps outlined in the CDC's Six-Step Return to Play Progression. The student-athlete's written medical clearance shall be reviewed and approved by the school physician.

School personnel shall contact the parent of a student-athlete to inform them of a suspected sports-related concussion or head injury as soon as possible after the incident. School personnel shall provide the parent with a checklist or copy of the return to play protocols outlined in this Policy and Regulation 2431.4.

The student-athlete may not begin the CDC's Six-Step Return to Play Progression until the student-athlete receives a medical examination, provides the required written medical clearance, and the medical clearance is approved by the school physician.

Some symptoms may require immediate medical treatment. Emergency medical responders (911) shall be called if the student-athlete is experiencing a deterioration of symptoms; loss of consciousness; direct neck pain associated with the injury; or any other symptom that may require immediate medical treatment.

The district will provide temporary supports to a student-athlete that has sustained a concussion or other head injury.

The Commissioner of Education and Commissioner of Health educational fact sheet that provides information concerning the use and misuse of opioid drugs in the event a student-athlete is prescribed an opioid for a sports-related injury shall be provided to the parents of student-athletes. The district shall obtain a signed acknowledgement of receipt by the student-athlete and their parent in accordance with the provisions of N.J.S.A. 18A:40-41.10.

The Board shall review this Policy and Regulation 2431.4 annually and update as necessary to ensure it reflects the most current information available on the prevention, risk, and treatment of sports-related concussions and head injuries pursuant to N.J.S.A. 18A:40-41.3.

The district shall provide a copy of this Policy and Regulation 2431.4 to all youth sports team organizations that operate on school grounds. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the district 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 organization provides the school district 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 and a statement of compliance with this Policy and Regulation 2431.4.

Pursuant to N.J.S.A. 18A:40-41.5 and for the purpose of this Policy, 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.

New Jersey Department of Education Model Policy and Guidance for Districts on the Prevention and Treatment of Sports-Related Head Injuries and Concussions – August 2023

N.J.S.A. 18A:40-41.1; 18A:40-41.2; 18A:40-41.2a;
18A:40-41.3; 18A:40-41.3a; 18A:40-41.4;
18A:40-41.5

Adopted: 21 November 2011

Revised: 26 April 2022

Revised: 24 April 2024

POLICY

Greenwich Township (Gloucester County) Board of Education

Section: Property
7510. USE OF SCHOOL FACILITIES (M)
Date Created: March 2005
Date Edited: December 2020

7510. USE OF SCHOOL FACILITIES (M)

M

The Board of Education believes the school facilities of this district should be made available for community purposes, provided that such use does not interfere with the educational and co-curricular programs of the school district. For the purpose of this policy, "school facilities" also includes school grounds.

The Board will permit the use of school facilities when such permission has been requested in writing and has been approved by the Superintendent. The Board reserves the right to withdraw permission after it has been granted in the event circumstances change requiring such school facilities or school grounds will be needed for a school district purpose or due to a school closing due to weather or other emergency.

In weighing competing requests for the use of school facilities, the Board will give priority to the following uses, in the descending order given:

1. Uses and groups directly related to the schools and the operations of the schools, including student and teacher groups;
2. Uses and organizations indirectly related to the schools, including the P.T.A., P.T.O., Home-School Association, and other school-parent related organizations;
3. Departments and agencies of the municipal government;
4. Governmental agencies;
5. Community organizations formed for charitable, civic, social, or educational purposes;
6. Private groups and organizations;

The use of school facilities will not be granted for the advantage of any commercial or profit-making organization, partisan political activity, or any private social function.

The use of school facilities will not be granted for any purpose that is prohibited by law.

Each user shall present evidence of the purchase of organizational liability insurance to the limit as prescribed by district regulations. Each user shall inspect any facility or school grounds to be used prior to such use and shall notify a district representative of any existing safety or dangerous conditions. In the event such conditions exist, the district may cancel or modify the user's access to the school facility until such conditions are addressed. Users shall be financially liable for damage to the facilities and for proper chaperonage as required by the school district administration.

Use of school equipment in conjunction with the use of school facilities must be specifically requested in writing and may be granted in accordance with Policy No. 7520. The users of school equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use, regardless of any assignment of negligence. Where rules so specify, certain items of equipment may only be used by a qualified operator approved by the school district administration.

The Board shall approve annually a schedule of fees for the use of school facilities based upon the following guidelines:

1. The use of school facilities for activities directly related to the educational program and district operations shall be without cost to the user except that the user shall be responsible for any custodial costs incurred by the use and any fees charged by a law enforcement agency in connection with the use.
2. All other organizations or persons granted the use of school shall pay in advance the scheduled fee and the cost of any additional staff services required by the use.

The school district shall provide a copy of Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries to all youth sports team organizations that operate on school grounds or in school facilities. In accordance with the provisions of N.J.S.A. 18A:40-41.5, the school district 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 uses school facilities or operates on school grounds if the youth sports team organization provides the school district proof of an insurance policy in the 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. The youth sports team organization must also provide a statement of compliance with the school district's Policy and Regulation 2431.4 - Prevention and Treatment of Sports-Related Concussions and Head Injuries.

For the purpose of this Policy, 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.

The Board shall provide to all persons who supervise youth programs that are not sponsored by the school district, but operate a program in a district building before or after school hours, on the weekend, or during a period when school is not in session, information on the district's school practices and procedures in the event of a school safety or security incident at a school including non-confidential information on evacuation procedures, emergency response protocols, and emergency contact information in accordance with the provisions of N.J.S.A. 18A:41-7.

The Superintendent shall develop regulations for the use of school facilities; such regulations shall be distributed to every user of the facilities and every applicant for the use of school facilities. Permission to use school facilities shall be granted only to persons and organizations that agree to the terms of Policy and Regulation 7510, the requirements as outlined in the use of school facilities application, and in accordance with the terms outlined in the approval granted by the school district.

N.J.S.A. 18A:20-20; 18A:20-34; 18A:41-7

Adopted: 14 March 2005
Revised: 10 September 2012
Revised: 14 December 2020