APPLICATION AND AGREEMENT FOR USE OF PUBLIC SCHOOL FACILITIES

All applications must be submitted at least ten (10) days prior to requested use.

The organization or individual applying for the use of the South Plainfield Public School District’s facilities shall be referred to as the “Licensee.” The South Plainfield Board of Education shall be referred to as the “Licensor.”

e-mail address: ___________________________ Phone Number: ___________________________

Name of Organization: ________________________________________________________________

Name of Applicant/Licensee ___________________________

Address of Applicant (not school address): ______________________________________________

Purpose of Use: __________________________________________ Estimated No. of Participants: ______

Dates(s) of Use: __________________________________________ Day(s) of Week: ________________________

Times (Set-up to break-down): __________________________ Exceptions: __________________________

FACILITY REQUESTED

_____ High School  _____ Franklin Elementary  _____ Roosevelt Elementary

_____ Middle School  _____ Kennedy Elementary  _____ Administration Building

_____ Grant School  _____ Riley Elementary  _____ Frank Jost Field

SPACE REQUESTED

_____ School Grounds  _____ Cafeteria  _____ Tables  _____ Microphones

_____ All-Purpose Room  _____ Classroom  _____ Chair  _____ Podium

_____ Auditorium  _____ Media Center  _____ Other (specify)  ______________________________________

_____ Gymnasium  ______________________________________

_____ Other (specify)  ______________________________________

EQUIPMENT

_____ Head Custodian  _____ Electrician  _____ Stage Crew

_____ Custodian  _____ A.V. Operator

If cafeteria personnel are needed, please make arrangements with the High School Cafeteria Manager, x1650.

Please refer to Policy 7510 – Use of School Facilities – Appendix A for Service Charges and Rental Fees

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 Limits of $1,000,000 per person/per occurrence/ $2,000,000 aggregate insuring the Licensee against any liability for bodily injury and property damage. The Licensee 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 Licensor, 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 Licensor 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 Licensor of any damage found to the facility after such use.

5. Observe and adhere to all of the Licensor’s rules and regulations governing the use of the Licensor’s facilities as set forth in the Licensor’s policies and regulations. The foregoing policies and regulation 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 Licensor’s Business Office. Any violation of these terms and conditions may result in the immediate expulsion of the Licensee from the Licensor’s facilities.

6. If school is closed due to inclement weather, Licensee’s event/function shall be cancelled.

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 Licensor with a statement of compliance with the Licensor’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:40-41.5(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 Licensor 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 Licensor, 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 Licensor 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 will be paid within thirty (30) days after the Licensee’s use of the facilities has concluded.

13. Any requested changes or modification 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 schedule for the use of facilities.

14. I have read and hereby represent that the Licensee shall comply with any and all of the Licensor’s rules, regulations, and policies.

15. The Licensee has provided the aforementioned required certificates of insurance to the Licensor.

Signature of Applicant/Licensee _______________ Date _______________ Position with Organization Named Above

*Approval not granted until approved by the Business Administrator and assigned a permit number.*

***OFFICE USE ONLY***

CERTIFICATE OF INSURANCE

_______ Current SPBOE listed as Certificate Holder _______ SPBOE listed as Additional Insured

APPROVAL

Building Principal: ___________________________ Date: ___________________________

Business Administrator: ___________________________ Date: ___________________________

Total Estimated Cost: ___________________________ Billing Date: ___________________________
District Policy

7510- USE OF SCHOOL FACILITIES

Section: Property
Date Created: September, 2008
Date Edited: March, 2019

The district facilities belong to the community, which paid for them for the primary purpose of offering a full educational program for its children. Prudent use and management of school facilities outside of the regular operating schedules, providing that such use does not interfere with the orderly conduct of a thorough and efficient system of education, allows the community to benefit more broadly from the use of its own property.

Service charges and rental fees shall be charged as outlined in appendix A found on the district's website. The District Business Administrator and Superintendent of Schools may adjust the fees as necessary or appropriate to the specific use.

The Board will permit the use of school facilities when such permission has been requested in writing and has been approved by the School Business Administrator/Board Secretary for:

1. Uses and groups directly related to the school and the operations of the school;
2. Uses and organizations indirectly related to the school;
3. Departments or agencies of the municipal government;
4. Other governmental agencies; and
5. Community organizations formed for charitable, civic or educational purposes.

The use of school facilities may be granted for the advantage of any commercial or profit-making organization. However, the facilities may not be granted for private social functions, or any purpose which is prohibited by law.

In the event the School Business Administrator/Board Secretary deems it advisable, any application may be submitted to the Board of Education for action.

The School Business Administrator/Board Secretary or Board of Education may refuse to grant the use of a school building whenever in their judgment there is good reason why permission should be refused.
Smoking is prohibited at all times in any district building. No one may bring alcoholic beverages onto any school property unless approved in advance by the Superintendent of Schools. All facility use shall comply with State and local fire, health, safety, and police regulations.

The building shall not be available for community use during holidays, vacation periods, or during the time school is not in session over the summer when programs interfere with cleaning and maintenance schedules.

The Board believes that district-owned equipment is a valuable resource which may only be loaned for community use under certain conditions, provided that such use does not interfere with the educational program of the schools.

The Board may lend specific items of equipment on the written request of the user and approval granted by the Board and only when such equipment is unobtainable elsewhere.

When equipment authorized for loan requires the services of an operator, the user shall employ the services of a person designated by the district and shall pay such costs as have been set for his/her hire.

The user of district-owned equipment shall be fully liable for any damage or loss occurring to the equipment during the period of its use and shall be responsible for its safe return.

Removal of school equipment from school property for personal use is prohibited.

The Board shall require that all users of school facilities comply with policies of this Board and the rules and regulations of this district. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by such rules.

Authorization for use of school facilities shall not be considered as endorsement of or approval of the activity, person, group, or organization nor the purposes they represent.


Adopted: 17 September 2008
Revised: 26 March 2018
Revised: 19 December 2018

Policy 7510 – Use of School Facilities - Appendix A

SERVICE CHARGES (4-hour minimum):

1. Custodians - $35.00 per hour and $52.50 per overtime hour
2. Faculty Technicians* - $35.00 per hour
3. Student Videographer* - $15.00 per hour

4. Student Technicians (light & sound)* - $15.00 per hour

6. Police according to currently established rate - Established by the Police Department and paid directly to the South Plainfield Police Dept.

*To be charged to commercial vendor enterprises only. School sponsored functions, to include tuition based programs, will not be charged

RENTAL FEES (10-hour period):

1. High School Auditorium - $750.00

2. High School Gymnasium - $500.00

3. Middle School Gymnasium - $450.00

4. Elementary School Multi-Purpose Rooms - $300.00

5. Cafeteria (High School, Middle School) - $350.00 (without kitchen)

6. Cafeteria (High School, Middle School) - $400.00 (with kitchen)

7. Rehearsal fees for the auditorium will be one-half the regular fee

8. Frank Jost Athletic Field Complex Price to be determined with approval of the Board

9. Classroom - $150.00

NON-PROFIT, COMMUNITY BASED ORGANIZATIONS WILL BE RESPONSIBLE FOR PAYING THE CUSTODIAN FEES ONLY. NON-PROFIT, SCHOOL AFFILIATED ORGANIZATIONS AND THE BOROUGH OF SOUTH PLAINFIELD ARE NOT REQUIRED TO PAY ANY FEES INCLUDING ANY FEES ASSOCIATED WITH EVENTS SCHEDULED ON NON-CUSTODIAL HOURS. EVENTS THAT REQUIRE THE PRESENCE OF A POLICE OFFICER OR FIRE DEPARTMENT OFFICIAL ARE RESPONSIBLE TO PAY THOSE COSTS DIRECTLY TO THE BOROUGH OF SOUTH PLAINFIELD.

USE OF KITCHEN FOR ANY PURPOSE IS PROHIBITED WITHOUT A CAFETERIA EMPLOYEE PRESENT.

ALL RENTAL APPLICATIONS TO BE APPROVED BY THE SCHOOL BUSINESS ADMINISTRATOR AT LEAST THIRTY (30) DAYS IN ADVANCE. SCHOOL BUSINESS ADMINISTRATOR MAY REQUIRE: SECURITY DEPOSIT, EVENT SECURITY AND ADDITIONALLY INSURED REQUIREMENT.
OFFICE OF THE FIRE MARSHAL/BFP
123 MAPLE AVENUE SOUTH PLAINFIELD, NEW JERSEY 07080
Phone:908-756-4761  Fax: 908-754-1367

APPLICATION FOR FIRE SAFETY PERMIT
LOCATION INFORMATION

MUNICIPAL CODE: 1222
NAME:
MUNICIPALITY: Borough of South Plainfield
STATE: New Jersey
ZIP CODE: 07080
REGISTRATION NUMBER:
STREET ADDRESS:
COUNTY: Middlesex
AREA CODE & PHONE NUMBER:

APPLICANT INFORMATION

APPLICANT’S NAME:
MUNICIPALITY:
STATE:
ZIP CODE:
APPLICATION’S HOME STREET ADDRESS:
COUNTY:
PHONE NUMBER:
FAX NUMBER:

[ ] Permit requested for following date(s):
   From [ ] to [ ]

Other details (additional dates etc.):

[ ] Permit requested for one year. Expiration date: [ ]

NOTE: Attach additional signed sheet if space below is insufficient.
The above named applicant hereby requests permission to conduct the following activity at the above location:

And / or for the storage, occupancy, use, sale, handling or, manufacturing of the following:
State quantities and method for each category or material to be stored or used:

I hereby acknowledge that the information given is correct, and agree to comply with the applicable requirements of the New Jersey Uniform Fire Code as well as any specific conditions imposed, and, if not, this permit may be revoked and I will be subject to penalties as provided by law.

Applicant's Name (Signature)  Title  Date

MAKE CHECK PAYABLE TO: Boro of South Plainfield AND MAIL TO:
123 Maple Avenue South Plainfield
New Jersey 07080

6:71-3.7(b)12

FOR OFFICIAL USE ONLY

 Permit type:  
[ ] Conditions imposed  
[ ] Denied  
[ ] Approved pending payment of $  

fee **

N.J.A.C. 5:70-2.7

(a) Permits shall be required and obtained from the local enforcement agency for the activities specified in this section, except where they are an integral part of a process or activity by reason of which the uses required to be registered and regulated as a life hazard use. Permits shall at all times be kept in the premises designated therein and shall at all times be subject to inspection by the fire official.

Type 1—$54.00

3. Type 1 permit:
   i. Bonfires;
   ii. The use of a torch or flame-producing device to remove paint from, or seal membrane roofs on, any building or structure;
   iii. The occasional use of any non-residential occupancy other than Use Groups F, H or S for group overnight stays of persons over 2 1/2 years of age, in accordance with section F-709.0 of the Fire Prevention Code;
   iv. Individual portable kiosks or displays when erected in a covered mall for a period of less than 90 days, and when not covered by a Type2 permit;
   v. The use of any open flame or flame-producing device, in connection with any public gathering, for purposes of entertainment, amusement, or recreation;
   vi. Welding or cutting operations except where the welding or cutting is performed in areas approved for welding by the fire official and is registered as a Type B life hazard use;
   vii. The possession or use of explosives or blasting agents, other than model rocketry engines regulated under N.J.A.C. 12:194;
   viii. The use of any open flame or flame-producing device in connection with the training of non-fire service personnel in fire suppression or extinguishment procedures;
   ix. The occasional use in any building of a multipurpose room, with a maximum permitted occupancy of 100 or more for amusement, entertainment or mercantile type purposes.
x. The storage or handling of class I flammable liquids inclosed containers of aggregate amounts of more than 10 gallons, but not more than 660 gallons inside a building, or more than 60 gallons, but not more than 660 gallons outside a building.

xi. The storage or handling of class II or IIIA combustible liquids in closed containers of aggregate amounts of more than 25 gallons, but not more than 660 gallons inside a building, or more than 60 gallons, but not more than 660 gallons outside a building.

xii. Any permanent cooking operation that requires asuppression system in accordance with N.J.A.C. 5:70-4.7(g) and is not defined a life hazard use in accordance with N.J.A.C. 5:70-2.4.

xiii. The use as a place of public assembly, for a total of not more than 15 days in a calendar year, of a building classified as a commercial farm building under the Uniform Construction Code.

xiv. The temporary use of any building or portion thereof as a special amusement building for a total of not more than 15 days in a calendar year.

(1) Use of a building or portion thereof as a special amusement building for a longer period shall require the issuance of a certificate of occupancy, pursuant to the Uniform Construction Code (N.J.A.C. 5:23), for the new use.

(2) Permits issued pursuant to this section shall require compliance with the requirements for special amusement buildings at N.J.A.C. 5:70-4.16.

xv. The erection, operation, or maintenance of any tent, tensioned membrane structure, or canopy, excluding those used for recreational camping purposes, that meets the criteria in (a) or (b) below shall require a Type 1 permit. Tents, tensioned membrane structures, or canopies greater than 16,800 square feet in area or greater than 140 feet in any dimension, whether one unit or composed of multiple units; remaining in place for more than 180 days; used or occupied between December 1 and March 31; having a permanent anchoring system or foundation; or containing platforms or bleachers greater than 11 feet in height shall be subject to the permitting requirements of the Uniform Construction Code (N.J.A.C. 5:23-2.14).

(1) The tent, tensioned membrane structure, or canopy is greater than 900 square feet or more than 30 feet in any dimension whether it is one unit or composed of multiple units, but 16,800 square feet or less in area and 140 feet or less in any dimension, whether it is one unit or composed of multiple units.

(2) The tent, tensioned membrane structure, or canopy contains platforms or bleachers 11 feet or less in height;

xvi. The erection, operation, or maintenance of any outdoor combustible maze shall require a Type 1 permit if the outdoor combustible mazes less than six feet in height and does not contain electrical equipment. Outdoor combustible mazes that are six feet or greater in height or contain electrical equipment shall be subject to the permitting requirements of N.J.A.C. 5:23-2.14.

(1) For the purposes of applying this requirement, an outdoor combustible maze is an attraction that lacks a roof and is designed to disorient patrons, reduce vision, present barriers, or otherwise impede the flow of traffic and does not consist solely of living rooted plants such as corn stalks or trees, but includes mazes created from plants that have been cut and attached to an object to support them.

(A) Mazes consisting solely of living, rooted plants, such as corn stalks or trees, may be repaired using cut, replacement plants that are otherwise the same as those of which the maze is created without the need for a permit.

(B) No permit shall be required for mazes up to 42 inches in height created of bales of hay or straw.

Type 2—$214.00

4. Type 2 permit:

i. Bowling lane resurfacing and bowling pin refinishing involving the use and application of flammable liquids or materials;

ii. Fumigation or thermal Insecticide fogging;

iii. Carnival and circuses employing mobile enclosed structures for human occupancy;
iv. The use of a covered mall in any of the following manners:

(1) Placing or constructing temporary kiosks, display booths, concession equipment or the like in more than 25 percent of the common area of the mall;

(2) Temporarily using the mall as a place of assembly;

(3) Using open flame or flame devices;

(4) Displaying liquid or gas fuel powered equipment; or

(5) Using liquefied petroleum gas, liquefied natural gas or compressed flammable gas in containers exceeding five pound capacity.

v. Storage outside of buildings of LP-gas cylinders when apart of a cylinder exchange program.

Type 3—$427.00

5. Type 3 permit:

i. Industrial processing ovens or furnaces operating at approximately atmospheric pressures and temperatures not exceeding 1,400 degrees Fahrenheit which are heated with oil or gas fuel or which contain flammable vapors from the product being processed;

ii. Wrecking yards, junk yards, outdoor used tire storage, waste material handling plants, and outside storage of forest products not otherwise classified; or

iii. The storage or discharging of fireworks.

Type 4—$641.00

6. Type 4 permit:

i. Storage or use at normal temperature and pressure of more than 2,000 cubic feet of flammable compressed gas or 6,000 cubic feet of nonflammable compressed gas;

ii. The production or sale of cryogenic liquids; the storage or use of more than 10 gallons of liquid oxygen, flammable cryogenic liquids or cryogenic oxidizers; or the storage of more than 500 gallons of nonflammable, non-toxic cryogenic liquids;

iii. The storage, handling, and processing of flammable, combustible, and unstable liquids in closed containers and portable tanks in aggregate amounts of more than 660 gallons;

iv. To store or handle (except medicines, beverages, foodstuffs, cosmetics, and other common consumer items, when packaged according to commonly accepted practices):

(1) More than 55 gallons of corrosive liquids;

(2) More than 500 pounds of oxidizing materials;

(3) More than 10 pounds of organic peroxides;

(4) More than 500 pounds of nitromethane;

(5) More than 1,000 pounds of ammonium nitrate;

(6) More than one microcurie of radium not contained in a sealed source;

(7) More than one millicurie of radium or other radiation material in a sealed source or sources;

(8) Any amount of radioactive material for which a specific license from the Nuclear Regulatory Commission is required; or

(9) More than 10 pounds of flammable solids.

v. The melting, casting, heat treating, machining or grinding of more than 10 pounds of magnesium per working day.