

**TOWN OF BOONTON PUBLIC SCHOOLS**

434 Lathrop Avenue  
Boonton, New Jersey 07005-2254  
(973) 335-9700  
FAX (973) 335-8281

**MR. ROBERT PRESUTO**  
Superintendent of Schools

**MR. STEVEN GARDBERG**  
Business Administrator/Board Secretary

Ladies/Gentlemen:

Events on the property of the Boonton Board of Education, which are not sponsored by the district, must meet certain standards of insurance coverage to secure approval from the Board of Education. Your organization (lessee) shall be required to furnish the Board with satisfactory proof that it carries comprehensive general liability insurance, which shall include the Boonton Board of Education as a named insured, (and comprehensive automobile liability insurance), each in the amounts of not less than \$500,000.00 for injuries to one person and \$1,000,000.00 for injuries to more than one person in any one accident or occurrence and not less than \$1,000,000.00 for loss or damage to property.

The proof of comprehensive liability insurance and contractual coverage, together with the original copy of this letter signed by TWO (2) appropriate officers of your organization, must be received by the Board not less than 10 days prior to the date on which use of the district facilities is to take place.

**HOLD HARMLESS AGREEMENT**

The parties agree it is the duty of the lessee to inspect the facility for compliance with applicable regulations, rules, codes and guidelines to ensure safe conditions for the intended use and to prevent the transmission of infectious diseases. The parties further agree this contract is not for the purposes as contemplated in N.J.S.A. 2A:40A-1, Construction, alteration, repair, maintenance, servicing or security of building, highway, railroad, appurtenance and appliance; invalidity.

In accordance with established Board of Education policy, permission to use these district facilities is granted on the condition that lessee shall indemnify and hold harmless the district, the school, its officers, employees and agents, and each and every one of them, against and from any demand claim, suit, penalty, liability, damage, judgment, loss, cost, expense, fee (including the cost of defense settlement, "reasonable" attorneys' fees, and expenses) and from all damages of every kind and description (including statutory and Worker's Compensation liability) by reason of the injury, illness or death of any person or persons (including district employees) or by reason of property damage to any property that arise from – or in any manner grow out of – the use of these district facilities by lessee.

The undersigned hereby agree to indemnify and hold the Board of Education harmless as provided above.

Attest:

\_\_\_\_\_  
Name of Sponsoring Organization

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date