

**NORTH HALEDON BOARD OF EDUCATION**

**Facilities Use Agreement Form**

**ADDENDUM**

In addition to the conditions and obligations set forth in the North Haledon Board of Education’s (“Board”) Facilities Use Agreement Form (“Agreement”), I agree to abide by all applicable government laws, rules, regulations, New Jersey State and federal agency guidance and Executive Orders related to the coronavirus disease 2019 (COVID-19), including, but not limited to, prevention guidelines, restrictions on gatherings, social distancing and face coverings requirements, and to require compliance with same by all present in connection with the use of the Board’s facilities and premises. I further understand and affirm that the agreement to indemnify and hold harmless the Board, and the Board’s individual members, employees, officers, agents, representatives and volunteers, as set forth in the Facilities Use Agreement Form, applies to any and all claims or matters directly or indirectly related to COVID-19 and/or any variant or successor illness thereof, as does the insurance policy that I am required to maintain and present to the North Haledon Board of Education in connection with this use of facilities.

It is further understood and agreed that, if the Board is required to or determines to close its facilities due to the public health pandemic, it may immediately do so without any prior notice and/or approval by the Licensee, or any of its officers, agents or representatives. The Board will provide advance notice of any such closure, as reasonably foreseeable and able.

Unless as explained herein, the Board shall reimburse the Licensee for any deposits and/or costs paid to the Board of Education for the Licensee’s use of the Board’s facilities in the event the Board of Education’s decision to close its facilities precludes the Licensee’s actual use of the facilities. The Board shall not reimburse the Licensee for any deposits or costs associated with the actual or anticipated usage of its facilities if the reason for the closure is associated with the Licensee’s failure to comply with the health and safety obligations established herein.

The Licensee shall reimburse the Board for any costs and expenditures that have been or will be incurred by the Board, pursuant to N.J.S.A. 18A:7F-9(e), should it be required to continue payment on existing contracts that had been entered into to effectuate the Licensee’s facilities use application.

This Addendum must be completed and submitted with the Facilities Use Agreement Form, and is made a part thereof. Failure to do so may result in the Application being denied.

**Licensee/Organization:** \_\_\_\_\_

**Presiding Officer/  
Authorized Agent Signature:** \_\_\_\_\_

**Title or Position:** \_\_\_\_\_

**Date:** \_\_\_\_\_