EASTON PUBLIC SCHOOLS

50 Oliver Street
North Easton, MA 02356
508-230-3200

The Easton Public School buildings and grounds are first and foremost for the education and enrichment of our students. Secondarily, they serve as a valuable community asset for educational**,** governmental, civic, cultural and recreational activities of the citizens of Easton. The following procedures, instructions and fees are intended to best maintain the facilities for the students and community. The use of all school facilities will be at the discretion of the Easton School Committee and the granting of permission to use school property shall not be construed as an endorsement of any individual or group by the Easton School Committee.

PROCEDURE FOR USE OF MUSCATO STADIUM

1. Facility Rental Applicants must obtain a **Request for Use of School Facilities** form/packet from the Oliver Ames High School office.

2. The completed application together with all necessary documentation attached must be submitted to the High School Athletic Director at least 30 days prior to the requested rental date to allow sufficient time for the review process. The filing date for any application shall be the date upon which the completed application is received. A refundable security deposit must be submitted with the application.

3. The Athletic Director and Building Principal will review and sign the application for the rental of the Stadium for the purpose stated and then forward it to the Superintendent for final approval.

4. The applicant will be advised by mail of the approval or denial of the request for rental.

CANCELLATIONS/RESTRICTIONS

In all cases, permission to use the buildings and grounds is granted with the understanding that the use shall be subject to cancellation for school activities and school related functions. Every attempt will be made to provide notification as soon as possible.

The use of all school property is subject to the restrictions and regulations of the Easton School Committee, which reserves the right to deny the use of a school facility. The School Committee and/or the Superintendent reserves the right to rescind a rental.

If school is cancelled, all functions in school facilities are also cancelled. The School Department reserves the right to cancel or suspend any function held at a school facility in the event of inclement weather.

For cancellation or changes in the scheduled use of the Stadium made by the applicant, the individual or organization must notify the High School Principal and/or the Athletic Director forty-eight (48) hours in advance of the activity, or the applicant will be responsible for any costs incurred by the School Department.

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REGULATIONS AND FEES FOR USE OF THE MUSCATO STADIUM

Organizations requesting the use of the Muscato Stadium will be classified as listed below and will be considered in the following order of priority:

A. Easton Public School activities - **No Fee**

B. Town of Easton Recreational Dept. programs/sports activities - **No Fee**

C. Activities sponsored by organized Easton sports programs such as Easton Youth Soccer, Pop Warner Football, Easton Youth Lacrosse, etc. - **$50.00 per hour - $40 per hour additional for lights**

D. Non Easton based programs such as club-soccer teams, outside sports groups, adult flag football, etc. - **$115.00 per hour - $60 per hour additional for lights**

* $10 per hour additional fee for sound/score board technician

Payment

All payments must be made by cash, bank check, business/organizational check or money order only. Payment must be received within 30 days from date of invoice.

No new application shall be accepted until all prior charges are paid in full.

Monthly payments must be paid in full to assure continuous use of the Stadium.

CONDITIONS OF USE

- All users shall agree to hold the Easton Public Schools, the Town of Easton, the Easton School Committee, the Superintendent of Schools, their agents, officers, and employees harmless from all property damage or personal injury, including death, resulting from the negligence of users relating to the use of the facilities, grounds, equipment or furniture.

- **THE FOLLOWING ARE NOT ALLOWED IN THE STADIUM: BIKES, CLEATS ON TRACK, ROLLERBLADES, SKATEBOARDS , BABY CARRIAGES, MOTOR VEHICLES, ANIMALS, GUM, SPORTS DRINKS OR SEEDS.**

- Minors may not rent school facilities.

- Rental agreements are not transferable. It is required that users secure general liability insurance naming the Town of Easton and the Easton Public Schools as additional insured in an amount not less than one million dollars ($1,000,000) combined single limit for both bodily injury and property. The Town of Easton assumes no liability for injury to any person present on school property as the result of a permit issued to any organization or person. The Town further assumes no liability for damage and loss to equipment, and the holder of the permit shall be responsible and liable for damage and loss to the building or the equipment thereof.

- All users of Easton Public Schools are subject to the General Laws of the Commonwealth of Massachusetts prohibiting the practice of hazing, gambling, smoking and the use of alcoholic beverages, controlled substances or firearms and other dangerous weapons in any school building or on school property.

- The user may not allow attendance at an event to exceed the rated capacity of a facility as determined by applicable fire and safety codes.

- If the School Department determines that a police detail is required for public safety and/or traffic control, the user will be notified and will be responsible for making the arrangements with the Easton Police Department. All expenses necessary for a police detail shall be the responsibility of the user.

- The applicant will be responsible for all attendees involved in the function, i.e., participants, observers and/or anyone who enters the Stadium when it is under control of the applicant. If those in charge of the event do not properly supervise attendees, the School Department reserves the right to hire such supervision and to charge the user. Exercising such right to hire will not incur any liability to the School Department.

- At no time should any school employee be paid in cash. No tipping allowed.

- Accidents or damages that occur during the use of the Stadium must be reported to the Principal or designees within twenty-four (24) hours.

- The user shall be responsible to reimburse the School Department for any costs incurred that exceed the security deposit for any damages to the Stadium resulting from the individual or organization's use.

- Unless special permission is obtained, use of a school facility shall terminate at 11:30 p.m. and all equipment and supplies brought onto the school premises shall be immediately removed. The Easton Public Schools shall not be responsible for equipment and/or supplies that remain on the property after the use of the facilities has terminated.

- Sponsoring groups submitting permit applications will not discriminate on the basis of race, color, national origin, gender, age, disability, sexual orientation, religion, marital status, changes in marital status, pregnancy, parenthood, veterans status, or political affiliation, nor will the groups or individuals deny access to the activity based upon any of the above.

- Failure to assume these responsibilities will jeopardize any future rental requests by the applicant or by the organization represented.

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50 Oliver Street
North Easton, MA 02356
Tel: 508-230-3200 Fax: 508-238-3563

PARTICIPANT RELEASE FORM

In consideration of the Easton Public Schools allowing the undersigned to use the school department facilities, I/we release the Easton Public Schools, its representatives, agents, employees, principals, successors and assigns from all claims, demands, suits, damages, actions, causes of action and liabilities whatsoever of every name and nature, both in law and equity, on account of or in any way resulting from injuries sustained while present at or participating in any activity at the said School Department facilities, excepting only claims for losses, damages or injuries resulting from the sole negligence of the Town of Easton, Easton Public Schools, its agents, servants or employees; and further, I/we release the said Easton Public Schools, its representatives, agents or employees from any and all duties and responsibilities for the care of our group members while at the School Department facilities.

Facility: _____

Name of Organization: _____
_____

Authorized Signature:_____ Date: _____
_____

Address: _____
_____

Telephone: _____

Group's Liability Insurance Coverage:

Company: _____

Policy # _____

Easton Public Schools
Indemnification Agreement and Covenant

REQUIRED BY ALL GROUPS USING THE SCHOOL FACILITIES

For and in consideration of being granted a **Use of School Facilities Rental Agreement** to access and use the

_____ , _____
(Name of School to be used) (Name of Responsible Applicant/Organization)

referenced as (Applicant) hereby agrees to indemnify and hold harmless the Easton Public Schools, Town of Easton, and all their past, present and future officers, officials, agents, servants, employees, hereinafter collectively referenced as the (EPS) against any and all injury, loss or damage and any and all claims for injury, loss or damage, of whatever nature caused by or resulting from, or claimed to have been caused by or to have resulted from any act, omission or negligence of the Applicant or anyone claiming under the Applicant (including, but without limitation officers, agents servants, invitees, guests, students, volunteers, of the Applicant and employees and contractors of the Applicant), at or about the premises.

This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or any such claim, or a proceeding brought thereon or the defense thereof. If the Applicant or anyone claiming under the Applicant or the whole or any part of the property of the Applicant or anyone claiming under the Applicant shall be injured, lost or damaged by theft, fire or steam or in any other way or manner, no part of said injury, loss or damage is to be borne by the EPS or its agents unless caused by the negligence of the EPS.

Applicant shall maintain commercial general liability insurance, with respect to the premises and its appurtenances, issued by insurance companies authorized to do business in the Commonwealth of Massachusetts, naming the Town of Easton and the Easton Public Schools as additional insured, in an amount not less than One Million Dollars ($1,000,000) combined single limit for both bodily injury and property damage. **Applicant shall deliver to EPS prior to commencing use of the Easton Public School's premises the policies of such insurance, or certificates thereof. Each such policy shall provide that the same shall not be modified or terminated without at least ten (10) days written notice to each named insured.(Applicant is advised that failure to maintain such commercial general liability insurance may result in Applicant being subject to potential liability for claims arising under or through the use of this license.)**

Applicant shall, at its own cost and expense, with counsel approved by the EPS, defend any and all suits and actions (just or unjust) which may be brought against the EPS or in which the EPS may be impleaded with others upon any such above-mentioned matter, claim or claims, unless such other suit or action is the direct result of EPS's negligence. The Applicant agrees that it shall not file any claim, complaint, charge or lawsuit against the Town for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use of this license.

APPLICANT: _____ (Title)_____ Date:_____

The Certificate of Insurance is attached, designates the location covered as the Easton Public Schools in which the event is held, and indicates coverage is for the period of the event.

EASTON PUBLIC SCHOOLS SUPERINTENDENT: _____ Date: _____