

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. Secondly, 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 SCHOOL FACILITIES

1. Facility Rental Applicants must obtain a **Request for Use of School Facilities** form/packet from the school office at the building in which you wish to rent space.
2. The completed application together with all necessary documentation attached including Certificate of Insurance and security deposit must be submitted to the individual school 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 Building Principal, and where applicable, the Music Director, Athletic Director (fields and gyms), and Food Service Director will review and sign the application for the rental of the facility 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.
5. For theatrical productions the applicant shall be required to schedule an appointment with the Music Department Chair prior to the use of the Performing Arts Center.

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, school related functions, and Easton town meetings and elections. 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 facilities made by the applicant, the individual or organization must notify the building principal forty-eight (48) hours in advance of the event, or the applicant will be responsible for any costs incurred by the School Department.

EASTON PUBLIC SCHOOLS

REGULATIONS FOR USE OF SCHOOL FACILITIES

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

- A. Easton Public School activities - **No Fee**
- B. Easton town and/or municipal meetings and elections - **No Fee**, with the exception of special technician fees when services are required. In addition, a custodial fee will be charged for an event that is not within regular school working hours.
- C. Events sponsored by school-related organizations - **No Fee**, with the exception of special technician fees when services are required. In addition, a custodial fee will be charged for an event that is not within regular school working hours.
- D. Town of Easton Recreational Dept. Leagues/Activities/Events - **No Fee**, with the exception of special technician fees when services are required. In addition, a custodial fee will be charged for an event that is not within regular school working hours.
- E. Events sponsored by organized recreational leagues or ad hoc community groups that are open to all youth and adults and the majority are Easton residents - **No Fee**, with the exception of special technician and custodial fees when services are required.
- F. Events of an educational, recreational, social, religious, civic or philanthropic purpose sponsored by non-profit organizations - **Non Profit * User Fee** plus special technician and custodial fees when services are required.
- G. One time fundraising event by a non profit organization - **Non Profit * User Fee** plus special technician and custodial fees when services are required.
- H. Events sponsored by non-profit individuals/groups comprised of Easton residents where revenues are generated from special events for their organization such as tournaments, camps, and regional competitions. **Non Profit * User Fee** plus special technician and custodial fees when required.
- I. For-profit groups - **Profit User Fee** plus special technician and custodial fees when required.

*** A letter of determination from the IRS or other documentation to verify tax-exempt status or non-profit status must accompany this application.**

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.

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.
- 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 sponsoring organization must take responsibility for ensuring that only the facilities noted on the application are used and that the remaining parts of the building are not entered.
- No individual will be admitted to a school building before the arrival of an adult supervisor, who must be at least 18 years of age, and no individual may remain in the building without such supervision. Custodians have been given special instructions to enforce this regulation strictly.
- The applicant will be responsible for all attendees involved in the function, i.e., participants, observers and/or anyone who enters the building 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.
- During school session, the Principal shall be considered the Superintendent's assignee for overseeing the use of the facility. School session shall be defined as the usual and customary hours of operation for the custodial and maintenance staff.
- The custodial staff shall have no responsibility to a user group beyond coordinating access and assisting in the location of electrical outlets, light switches, etc. When custodial services are deemed necessary by the school department a fee will be charged.
- At no time should custodians, food service or any school employee be paid in cash. No tipping allowed.
- Food products and liquid refreshment must be served only in cafeterias and/or school atrium areas. No food or drink may be served or consumed in the Performing Arts Center, auditoriums, stage and dressing

areas, corridors, classrooms, gymnasiums, bathrooms, shower rooms and stairways. Those who use school facilities must actively supervise all participants and attendees and enforce this rule. This restriction does not apply to cafeteriums in elementary schools.

- Requested kitchen facilities and equipment use shall be coordinated with the Easton Public Schools' Food Service Director. Charges will apply and be assessed to the user group in conjunction with the determination of the Food Service Director as to required staffing, equipment use, etc. All food and non-alcoholic beverages shall be served from the kitchen/cafeteria and consumed therein.
- Decorations, posters, etc., will not be affixed to any part of a building unless specific approval is authorized by the Principal of the School.
- Pianos may not be moved from their original location without special permission of the School Principal and/or the Music Dept. Chair. Expense connected with moving a piano must be paid directly to the mover, and professional movers must be used. This includes the return of the piano to its original position.
- No amendment, alteration or addition shall be made to any facility's system components (electrical, lighting, network wiring, heating, doors, etc.) by an individual or group. Request for such work may be made to the Principal's office.
- School equipment in any school facility may be used in that facility only when qualified personnel are available to operate such equipment. Such personnel are held responsible through the rental groups, for the operation of equipment authorized for use. The School Department reserves the right to determine qualifications and to require the user to pay School Department or Town employees to operate school-owned equipment.
- Only authorized employees may move or relocate school owned property. The user will be assessed charges for these duties, including piano tuning that result from their use of the facilities.
- All materials used by outside groups during productions shall be certified "flame retardant", evidence of which shall be provided to the School Department prior to the rental.
- No open flames shall be allowed in any school facility unless approved by the Easton Fire Department according to the Requirements for Open Flame Devices.
- Accidents or damages that occur during the use of a school facility 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 buildings or its contents 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.

Custodial Fees

Custodial fees will be as per APPENDIX A with a two (2) hour minimum.

There will be no custodian fees when the event occurs within normal custodial working hours and there is no special set up or clean up required.

In order to make a facility available for the period of time designated by the applicant, it is necessary that the custodian report a minimum of thirty minutes prior to the indicated time and remain a minimum of thirty minutes after the indicated time to clean and secure the premises.

If two or more groups are using the same facility on the same date at the same time, the cost may be split between the two groups at the discretion of the Superintendent of Schools.

In certain circumstances where programs or events involve additional clean-up time to ready facilities for school use, the additional time necessary will be charged based on the custodian's overtime slip.

Food Service Fees

Cafeteria employee charges will be as per APPENDIX A, with a two (2) hour minimum.

If a kitchen is designated for use on the permit, a cafeteria employee must be present and the employee's services shall be paid for by the applicant.

The applicant shall be responsible for insuring the sanitation of the food products served at the permitted event even if the School Department equipment is used.

Performing Arts Center Personnel Fees As per APPENDIX A, with a two (2) hour minimum.

A lighting technician and sound technician may be required for services during the time of rental.

A House Manager will be required for all rehearsals and performances.

Stage crew personnel may be required when a production's needs exceed "regular" use, as in the case of scenery, spotlights, etc. or any special requests of the renting group/organization.

APPENDIX A

RATES FOR USE OF SCHOOL FACILITIES

Security Deposit (Refundable): \$100.00
 \$500.00 Performing Arts Center

<u>PERSONNEL</u>	<u>RATE</u>
Custodian:	\$35.00 / hour
Cafeteria Worker:	\$ ____ / hour
Light Technician:	\$30.00 / hour
Sound Technician:	\$30.00 / hour
House Manager:	\$40.00 / hour
Stage Hand:	\$10.00 / hour

<u>FACILITY</u>	<u>NON-PROFIT</u> <i>(Per day)</i>	<u>PROFIT</u> <i>(Per day)</i>	<u>CONTINUOUS USE</u> To be negotiated between Superintendent and User Group
Performing Arts Center	\$1,000.00	\$2,250.00	
One Rehearsal Included in Fee			
2 nd Rehearsal 10 % of Rental Fee			
Cafeteria included with rental (for dressing room use)			
EMS Auditorium	\$200.00	\$400.00	
Cafeteria - OAHS	\$250.00	\$500.00	
Cafeteria – EMS	\$150.00	\$350.00	
Cafétorium - FLO/HHR	\$150.00	\$350.00	
Cafeteria – Elementary	\$50.00	\$100.00	
Lecture Hall	\$25.00	\$50.00	
Library/Media Center	\$50.00	\$100.00	
Classroom	\$10.00	\$25.00	
Dance/Exercise Room	\$50.00	\$100.00	
OAHS Atrium	\$50.00	\$100.00	
<u>Gymnasiums:</u>			
Oliver Ames High School	\$200.00	\$400.00	
Easton Middle School	\$150.00	\$300.00	
Richardson/Olmsted Schools	\$150.00	\$300.00	
Elementary Schools	\$50.00	\$100.00	

Easton Public Schools
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: _____