

COMMUNITY USE OF SCHOOL GROUNDS AND FACILITIES

The use of school grounds and facilities by the community shall be permitted and encouraged when such uses do not interfere with the school program or violate other provisions of School Committee Policy. The parties using school grounds and facilities shall be responsible for the conduct of the people whom they admit and for any infraction of the rules and shall pay the cost of any damage caused by them or their patrons during the period of their use of the building.

Users of school facilities must observe the following rules and regulations:

1. The organization granted use of the building shall be responsible for any and all damages done to the building or contents during the period covered by the application. Adequate adult supervision must be provided at all times.
2. The user must submit a \$100 "Bond" (check or money order, made payable to the Middleborough Public Schools) at the time of application. This sum will be refunded if the area is left clean, neat and undamaged.
3. The use of the building is confined to the area of facilities stipulated in the application. All other areas of the building are strictly out of bounds.
4. The School Department is relieved of any liability. All groups must sign and return to the Central Office an Indemnity/Insurance Agreement.
5. Access to the school building will not be granted unless a custodian is present. The custodian must remain on duty during the entire period covered by the application unless signed off by the building principal. If the custodian has been signed off and additional cleaning is required by the custodial staff, the group renting the facility will be charged for this cleaning.
6. The person signing the application for use of a gymnasium is held responsible for providing adequate adult supervision to insure the proper use of facilities such as locker rooms, shower rooms, gymnasium floor and all areas covered by the application. No person is to be allowed on the gymnasium floor with hard sole or other shoes that mark the floor.
7. School personnel requesting use of facilities may be given special consideration and/or exempt from these regulations.
8. There shall be NO SMOKING OR ALCOHOL ON SCHOOL PREMISES.
9. No food or beverages may be served in places other than the cafeteria except by special permission of the principal.
10. Kitchen facilities may not be used unless a regular school cafeteria worker is present to supervise.
11. The renting group is responsible for securing and paying any police, security or other EMT services required.
12. Conservation of heat, lights, and water must be a priority.

13. Use of equipment: Pianos may not be moved to a different level except by professional movers, after obtaining prior approval. Stage scenery or equipment may neither be brought in nor removed without prior approval. Microphones, gymnasium scoreboards and other special equipment must be requested in advance and operated only by the person designated by the principal. Materials considered by school authorities to be a safety or fire hazard are not permitted.
14. Parking of vehicles is the responsibility of the renter, and must be handled so that driveways are not obstructed for use of other vehicles or fire department apparatus. **Driveways must be kept clear at all times.** If necessary, additional police may be hired at the renter's cost, to enforce the regulations. Illegally parked cars will be towed at the owner's expense.
15. The organization granted the use of the building must adhere strictly to the time limits on the application. A stay of even five minutes extra will cost the sponsoring organization one hour of overtime.
16. The sponsoring organization must present a signed copy of the "Application for Use of School Facilities" form to the custodian on duty. The custodians have been instructed not to allow anyone in the building without the signed form.
17. Failure to comply with the above regulations may result in loss of privileges to use the school facilities.

MIDDLEBOROUGH PUBLIC SCHOOLS

FEEES FOR THE RENTAL OF SCHOOL FACILITIES

Due to the increasing cost and the need to maintain the school buildings, the following definitions apply in determining fees:

Group 1 – school-affiliated organizations do not pay fees for the use of the buildings. However, depending on the nature of the activity, custodial, lighting and kitchen supervisor fees may need to be paid.

Group 2- civic and youth organizations for the sole benefit of the youth of Middleborough pay for the use of the buildings, custodians, lighting and kitchen supervisors. If additional cleaning or trash disposal is needed due to the particular activity, an additional fee may be charged.*

Group 3- Community and business organizations pay for the use of the buildings and for custodians, lighting and kitchen supervisors at all times. If additional cleaning or trash disposal is needed due to the particular activity, an additional fee may be charged.*

The renting group will pay by check or money order at the conclusion of any event upon receipt of an invoice. The checks should be made payable to Middleborough Public Schools for that amount due. In addition a 10% administrative fee will be added to all billings. The employee (s) on duty will submit a completed Extra Duty Work Form to the Office of the Superintendent. A check will be issued to the employee(s) for services rendered through the payroll department.

*The only exception to the payment of custodial and other supervisory fees is if such personnel are on duty as part of their normal work schedule.

Per use is based on 4 hours and prorated hourly thereafter.

	Group 1	Group 2	Group 3	
Auditorium	N/A	\$100.00	\$200.00	Per use
Auditorium (dress rehearsal)	N/A	\$40.00	\$200.00	Per use
Auditorium (summer months)	N/A	\$75.00	\$225.00	Per use
Battis Field	N/A	\$300.00	\$500.00	Per use
Cafeteria	N/A	\$35.00	\$65.00	Per use
Classroom/Locker Room	N/A	\$35.00	\$65.00	Per use
Computer Lab or Other	N/A	\$100.00	\$200.00	Per use
Fields	N/A	\$35.00	\$65.00	Per use
Gymnasium	N/A	\$65.00	\$130.00	Per use
Gymnasium (for practice)	N/A	\$40.00	\$130.00	Per use
Kitchen	N/A	\$35.00	\$65.00	Per use
Lobby/Common Space	N/A	\$25.00	\$50.00	Per use
Parking Lots	N/A	\$25.00	\$50.00	Per use
Pool	N/A	\$100.00	\$150.00	Per use

- Custodial Fee-\$36.00 per hour (3 hours minimum)
- Gymnasium Supervisor Fee-\$15.00 per hour
- Gymnasium Hourly rate, youth sports leagues only-\$12.00/hourly
- Kitchen Supervisor Fee-\$28.50 per hour
- Lighting Supervisor Fee (Auditorium)-\$25.00 per hour
- Student Technician Fee – Hourly/Minimum Wage
- School Committee Meeting January 8th, 2015)
- Pool Supervisor Fee-\$15.00 per hour

Note: In addition, a 10% administrative fee will be added to all billings for outside rentals.

~~School Committee Policy KFC-E provides for the waiver of rental fees at the sole discretion of the Middleborough School Committee.~~ **Removal of waivers, Approved by the School Committee 9/19/2013**

Auditorium Sound/Lighting Systems and Equipment Use by Outside Groups

Basic System:

- house lights controlled by wall switch
- podium with built-in speaker and attached microphone
- included as part of the rental fee for the auditorium

(The A/V Department must be notified at least 48 hours in advance if the podium will be needed. No student technician or staff supervisor is required. User turns on/off podium system and is responsible for any loss or damage to the equipment.)

Lighting System:

- a flat fee of \$150 (to help with equipment maintenance and bulb replacement) covers use of the basic lighting instruments in the cat walk and balconies plus the border and freshnel lights over the main stage
- stage lighting must be set by a staff supervisor (fee required) working with a student technician (fee required) or the user's group's technical lighting person:
 - an appointment must be made with the A/V staff for a date and time to discuss lighting requirements and set the lights
- student technician (fee required) or staff supervisor (fee required) must be present in the control booth any time the lighting equipment is being operated

Sound System:

- a flat fee of \$100 covers the use of the main sound system (speakers/amplifiers and audio mixing console)
- requires a student technician (fee required) or staff supervisor (fee required) to be present in the control booth when the system is being used

Rates:

- student technician (if available) – Hourly/Minimum Wage
- staff supervisor (if student technicians are unavailable or at the request of the user group) \$25.00/hour

Additional Equipment:

- additional individual items are available for a fixed fee per item(s)
- the fee covers use of the equipment for technical rehearsals and show performances
- fee money will be used towards the maintenance and replacement of equipment
- user group is responsible for any loss or damage to the equipment
- lighting equipment available at \$20.00 per item or group of items
 - follow spot
 - two-fers (3)
 - extension cable (3)
 - gel holders (10)
 - barn doors (3)

- audio equipment available at \$20.00 per item or group of items:
 - microphone Sure SM-57 or SM-58
 - floor microphone: Crown PCC 160
 - microphone: hand-held wireless
 - microphone stands (3)
 - microphone cables(3)
 - CD player
 - tape cassette tape player
 - minidisk player

- video equipment available at \$20.00 per item
 - 35 mm slide projector
 - overhead projector
 - portable projection screen
 - main auditorium screen
 - portable projector stand

- video/data equipment available at \$90.00 per item
 - video/data projector

Use of School Department Fields

Rules and Regulations

1. First priority will be given to the school department for physical education and athletic activities. Organizations must wait for the conclusion of school events.
2. No defacement of any buildings or features on the fields.
3. No improper disposal of rubbish or refuse of any kind. Organizations are asked to please pick up any litter they have left behind.
4. Use of any field for purpose other than it was designed for is prohibited.
5. Use of obscene or profane language is prohibited.
6. Drunkenness, use, or possession of liquor or any alcoholic beverage is prohibited.
7. Power vehicles not allowed on any field areas.
8. At least one-half the participants must be Middleborough residents.

Middleborough Public Schools
Middleborough, Massachusetts
Application For Use of School Facilities

Organization _____ Application Date: _____
School /Facility desired: _____
Date(s) of Use _____ Time of use: _____
Purpose of Rental _____
Will admission be charged? _____
Equipment Requested (public address system, projectors, V.C.R., lighting) _____

Note: Equipment may not be available. Setup/use of such equipment may result in additional charges.

Are there any special considerations of which school personnel need to be aware?

- a) Security _____
- b) Need for additional refuse containers _____
- c) Other _____

(Additional charges may result from special considerations.)

The signature below acknowledge receipt and acceptance of the rental policy of Middleborough Public Schools as the conditions of rental. The renting organization accepts the responsibility for the fulfillment of these polices.

Print Name: _____
Applicant's Signature: _____ Official Capacity _____
Mailing/Billing Address: _____
Telephone: _____ Cell#: _____
Email: _____

THE USER MUST SUBMIT \$100 "BOND" AT THE TIME OF APPLICATION (a check only made payable to Middleborough Public Schools). This sum will be refunded if the area is left clean, neat and undamaged.

DO NOT WRITE BELOW THIS LINE/ FOR SCHOOL DEPARTMENT USE ONLY

<u>Personnel Required</u>	<u>Facility Required</u>
Custodian @ \$ _____ per hour	Gymnasium _____ Field _____
Kitchen Supervisor @ \$ _____ per hour	Auditorium _____ Kitchen _____
Lighting/Sound supervisor @ \$ _____ per hour	Cafeteria _____ Pool _____
Gymnasium Supervisor @ \$ _____ per hour	Classroom _____
Other _____	

TOTAL FEE FOR PERSONNEL \$ _____ Total Rental For Facility \$ _____

Principal's Authorization of Availability: ___ Yes ___ No ___ Initials _____

\$100 "BOND" Received: ___ Yes ___ No _____ Date _____

Liability Waiver Received: ___ Yes ___ No _____ Date _____

Athletic Director's Authorization for Use of Fields: ___ Yes ___ No ___ Initials _____

Rental Charge Received: ___ Yes ___ No _____ Initials _____

Principal's Sign Off of Custodian: ___ Yes ___ No _____ Initials _____

Approval of waiver of fee(s) by the Middleborough School Committee on _____

Central Office Approval

Date

Middleborough Public Schools
Middleborough, MA 02346

Indemnity/Insurance Agreement to Use the Facilities of the Middleborough Public Schools
In consideration for being granted access to and the use of the property and facilities of the Middleborough Public School Department for the event described below.

Location: _____ Date(s) _____

Time: _____ Event _____

The _____ (Name of Organization) agrees to the following:

Address of Organization: _____

1. To indemnify and save harmless the Town of Middleborough and the Middleborough School Department, its agents, servants and employees from any and all claims for loss or damages of any nature or description, from any cause whatsoever excepting only claims for losses or damage resulting from the sole negligence of the town of Middleborough, the town of Middleborough School Department, its agents, servants and employees.
2. To provide evidence of the following insurance coverage:
 - a) Commercial General Liability
 1. \$1,000,000 Bodily Injury and Property Damage combined
 2. \$2,000,000 General Aggregate applicable to the School Department premises
 3. \$1,000,000/aggregate Personal Injury Liability
 4. \$1,000,000 aggregate Products/Completed Operations Liability
 5. \$5,000 Medical Payments
 6. Contractual Liability
 7. The Town of Middleborough and its School Department included as an additional insured
 8. Thirty days advance notice of cancellation.
 - b) Automobile Liability Insurance
 1. \$1,000,000 Bodily Injury and Property Damage combined
 2. Covered vehicles: owned, non-owned and hired
 3. The Town of Middleborough and its School Department included as an additional insured
 4. Thirty days advance notice of cancellation.
 - c) Workers' Compensation Insurance:
 1. Statutory (Coverage A) Commonwealth of Massachusetts
 2. Employers' Liability \$500,000 per insuring agreement
3. Certificates of Insurance evidencing the above insurance coverage shall be filed with the Middleborough School Department no later than 15 days prior to the event/use of the facilities.

This instrument shall be a license to use the designated location and may be revoked at any time at the discretion of the School department

Signed: _____ Signed: _____

Title: _____ Title: _____
Middleborough Public Schools Name of Organization

Date: _____ Date: _____

Middleborough Public Schools
Middleborough, MA

INDEMNITY AGREEMENT

In consideration for being granted access to and the use of the property and facilities of the Middleborough Public School Department.

Location: _____ Date: _____

Time: _____

The _____ (name of organization) agrees to the following:

To indemnify and save harmless the town of Middleborough and the Middleborough School Department, its agents, servants and employees from any and all claims for loss of any nature, room any cause whatsoever excepting only claims for losses or damage resulting from the sole negligence of the town of Middleborough, the Town of Middleborough School Department its agents, servants and employees.

SIGNED: _____

NAME: _____

DATE: _____

Approved by Middleborough School Committee May 11, 2006 (Updated September 19, 2013)