

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

Facility rental applicants should contact the Athletic Director for athletic facilities, the Dalrymple Performing Arts Center (“PAC”) Manager for the Dalrymple Performing Arts Center, or in the case of other facilities, the secretary of the school at which the facility is located to determine the facility availability. Once an individual or organization has determined facility availability and has decided to proceed with the rental, the following steps should be followed.

- 1) Download and complete the Facilities Usage Request Form which can be found under the Athletics section at oliverames.org titled “[Rent Facilities](#)”.
- 2) The completed Facilities Usage Request Form together with the Release & Indemnification Agreement Form, Certificate of Insurance, reservation deposit (and security deposit for Dalrymple Performing Arts Center use), must be submitted to the individual school at least 30 days prior to the requested rental date to allow sufficient time for the review and approval process. The filing date for any application shall be the date upon which the completed application is received.
- 3) The Building Principal, and where applicable, the PAC Manager, Athletic Director, or 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 email 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 PAC Manager prior to the use of the Dalrymple 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 early 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 reserve the right to rescind a rental.

Easton Public Schools reserves the right to deny facility rentals to groups that have caused prior problems at a school facility including, but not limited to damage to, facilities and unruly behavior or foul language by athletes or fans.

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, regardless of whether school was cancelled that day or not.

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.

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 (including medical equipment), and/or furniture.
- Liability Insurance Requirement: 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.
- Minors may not rent school facilities.
- Rental agreements are not transferable.
- 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 21 years of age, and no individual may remain in the building without such supervision. Custodians have been given special instructions to strictly enforce this regulation.
- 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, a department fee will be charged per Appendix A.
- At no time should custodians, food service, or any school employee be paid in cash. Tipping is not allowed.
- Food products and liquid refreshment must be served only in cafeterias, cafeteriums and/or school atrium areas. No food or drink may be served or consumed in the Dalrymple 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.

- 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 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.
- An Automated External Defibrillator (AED) may be available on school grounds during permissive use of school facilities. During non-school-sponsored events, this AED may be accessed by a trained adult provided the user has spoken with the school principal concerning access to the AED, informed the school that a trained adult will be present, and has signed the Release/Indemnifications Agreement required for permissive use of school facilities. The school will not provide a trained AED provider for any non-school-sponsored event.
- 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 the "Exit Time from Facility" approved by the building principal on the Facilities Usage Request Form 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.

Fee Classifications

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

Group	Organization/Activity	Fee Classification	Additional Charges
A	Easton Public School activities	No Fee	
B	School-Related, Town Recreation, Town Government and Community Groups a) Easton town and/or municipal meetings and elections b) Events sponsored by school related organizations c) Town of Easton recreational dept. leagues, activities and events d) 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 except Muscato Stadium. Tier 1 user fees apply to Muscato Stadium for these organizations or activities.	Additional charges: Special technician fees when services are required and custodial fees for events not within regular school working hours
C	Philanthropic -Not-for-Profit Organizations a) Events for a philanthropic purpose sponsored by non-profit organizations b) Events sponsored by non-profit individuals/groups comprised of Easton residents where revenues are generated from special events for the benefit of the community	Tier 1 A letter of determination from the IRS or other documentation to verify tax-exempt status or non-profit status may be required with the application.	Additional charges: Special technician fees when services are required and custodial fees for events not within regular school working hours
D	For-profit groups and all other individuals, groups or organizations not classified by EPS to fall within Groups A, B, or C.	Tier 2	Additional charges: Special technician fees when services are required and custodial fees for events not within regular school working hours

See “Appendix A” for Fee Schedule

Payments

All payments must be made by cash, bank check, business/organizational check or money order only. Payment must be received within 30 days from the date of invoice. No new application shall be accepted from any individual, group or organization until all prior charges are paid in full.

MUSCATO STADIUM: Additional Guidelines/Conditions of Use

- The following are *not* allowed in the stadium: bikes, cleats on the track, rollerblades, skateboards, baby carriages, motor vehicles, animals, gum, sports drinks or seeds.

DALRYMPLE PERFORMING ARTS CENTER: Additional Guidelines/Conditions of Use

- All users are required to hire a police detail for each event by calling the Easton Police Department at (508) 230-3322.
- **No food or drinks are allowed in the Dalrymple Performing Arts Center at any time.**
- **Costumes are allowed on stage, in the cafeteria and in the dressing rooms *only*.** Costumes and tap shoes may *not* be worn in the auditorium at any time; students who wish to watch the rehearsal or performance must change out of their costumes before entering the auditorium.
- **A refundable security deposit of \$500 is required in advance of the event. Cleanup expenses for glitter from costumes on the spectator seating upholstery, excessive trash, drink containers, or food found after performances will be paid from the security deposit.**
- **Smoking is *not* allowed** at any time on school property, this includes inside and outside the building.
- Nothing may be sold in the auditorium at any time. All clothing, ticket and video sales must take place only in the Atrium.
- All users must provide a copy of their correspondence sent to students/parents regarding the food/drink/costume/smoking policies along with their Dalrymple Performing Arts Center rental application.
- Dance schools must have a minimum of 4 people collecting tickets and distributing programs. If reserved seating is sold, 4-6 ushers are recommended to assist patrons in finding their seats.
- No EPS TV Monitors/DVD players will be allowed in the cafeteria.
- Please bring your own blue painter's tape for taping signs and papers to walls. This is the only type of tape that may be used to affix anything to the walls.
- **Please bring electrical tape for use on the stage floor. The tape must be removed after each rehearsal and at the end of the recital day.**
- Please let the PAC Manager know if you are using a backdrop or need a cyclorama or cyc lights, and/or if you need the black curtain closed during the production.
- Additional charges for communication and audio visual equipment will apply and can be found in Appendix A.

EASTON PUBLIC SCHOOLS
Appendix A: Facility Rental Rates

Effective September 15, 2017

Reservation Deposit: 50% of total rental cost

Security Deposit for Dalrymple Performing Art Center Use: \$500

<u>Personnel</u>	<u>Rate</u>
Custodian ¹	\$45 / hour
Cafeteria Worker ²	\$18 - \$28 / hour
Light Technician ³	\$35 / hour
Sound Technician ³	\$35 / hour
House Manager ³	\$40 / hour
Stage Hand ³	\$10 / hour

<u>Facility</u>	<u>Tier 1</u> <i>(per day)</i>	<u>Tier 2</u> <i>(per day)</i>
Dalrymple Performing Arts Center	\$1200	\$ 2500 ((\$3500 for single day performance with no rehearsal)
Dalrymple Perf. Arts Ctr: Rehearsal	\$500	\$1000
“Clear Com” Communication Sys.	\$100	\$250
Walkie Talkies	\$75	\$150
LCD Projector	\$150	\$375
Cafeteria	\$100	\$250
OAHS Cafeteria	\$250	\$500
OAHS Atrium	\$50	\$100
Lecture Hall	\$50	\$100
Classroom	\$25	\$50
Library/Media Center	\$50	\$100
Dance/Exercise Room	\$50	\$100
Easton Middle School Auditorium	\$200	\$400
EMS Cafeteria	\$100	\$200
Richardson/Olmsted Cafétorium	\$100	\$200

Stadium, Gymnasiums & Other Athletic Facilities:

	<u>Tier 1</u> <i>(per hour)</i>	<u>Tier 2</u> <i>(per hour)</i>
Muscato Stadium	\$50	\$150
Stadium Lights:	+\$25/hr	+\$75/hr
Oliver Ames High School	\$75	\$225
Easton Middle School	\$50	\$150
Richardson/Olmsted Schools	\$50	\$150
Elementary Schools (K-2)	\$25	\$75

Grass Athletic Fields:

OAHS & Parkview Schools	\$25	\$75
Moreau Hall & Center Schools	\$15	\$45

Continuous Use: To be negotiated between the Superintendent and User Group

¹ 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.

² 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.

³ Dalrymple 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.

EASTON PUBLIC SCHOOLS
Facility Usage Request Form

This form must be completed in its entirety before submission. Any missing information will cause a delay in processing.
Please Print Clearly Or Type:

Name of Applicant	Name of Organization (Required)	
Mailing Address	Phone Number	E-Mail Address
City/ State/Zip Code	Signature of Authorized Applicant	Date
Date(s) Requested: _____ (Please list)	Day(s) Of Week: _____ (Please list)	
Entrance Time to Facility: _____	Exit Time From Facility: _____	
Start of Activity: _____	End of Activity: _____	

I have read this Agreement and the Conditions of Use of Easton Public School property, and accept the responsibility for the sponsoring group for payment of bills, the observance of all regulations, and all terms hereof. I/we agree to a **RENTAL FEE OF** _____ (plus services). A **DEPOSIT** of \$ _____ to be paid at the time the Facility Application is submitted unless other arrangements are agreed upon in advance.

I understand that an Automated External Defibrillator (AED) may be available on school grounds and access to the device is conditioned on a conversation with the school principal regarding the location of the device, the rules of use, and my responsibility to provide a trained AED provider. Furthermore, I accept, on behalf of my organization, all liability concerning the use, misuse, or failure to use the AED. I understand EPS has no responsibility or liability concerning use, misuse, or failure to use the AED during the term of facilities usage described in this agreement.

ORGANIZATIONS USING SCHOOL FACILITIES MUST ADHERE TO THE TIME APPROVED.

<u>SCHOOL REQUESTED:</u>	<u>EQUIPMENT/SERVICES NEEDED:</u>	<u>CLASSIFICATION:</u>
_____ Oliver Ames High School	_____ Custodian(s)	_____ School Sponsored/Related
_____ Easton Middle School	_____ Food Service	_____ Town/Municipal
_____ Richardson Olmsted School	_____ House Manager	_____ Community Groups
_____ Center School	_____ Lighting/Sound Technician	_____ For Profit
_____ Moreau Hall School	_____ Stage Hand	_____ Philanthropic not-for-profit
_____ Parkview School	_____ Overhead Projector/Video/LCD	
	_____ Tables and Chairs (# _____)	

<u>FACILITY REQUESTED:</u>		
_____ Dalrymple Performing Arts Center	_____ Atrium	_____ Muscato Stadium
_____ Dressing Room	_____ Nixon Gym (OA)	_____ Football Practice Field
_____ EMS Auditorium	_____ Practice Gym (OA)	_____ JV Baseball Field
_____ Lecture Hall	_____ Gym (EMS)	_____ JV Soccer Field
_____ Classroom(s)	_____ Gym Annex (EMS)	_____ Wall Field
_____ Library/Media Center	_____ Gym (Richardson-Olmsted)	_____ Men's Softball Field
_____ Cafeteria/Cafetorium	_____ Dance/Exercise Room	_____ Parkview Main Field Soccer
_____ Kitchen	_____ Weight Room	_____ Parkview Main Field Softball
_____ Other (specify below)	_____ Locker Room(s)	_____ Parkview Upper Field
	_____ Restrooms	_____ Outdoor Basketball Courts OA

TYPE OF ACTIVITY: _____

APPROXIMATE NUMBER OF PEOPLE ATTENDING _____ **PRICE OF ADMISSION (if applicable)** _____

APPROVE/INITIAL & DATE: Yes _____ No _____ Yes _____ No _____ Yes _____ No _____ Yes _____ No _____
PAC Mgr **Athletic Director** **Food Service Director** **Building Principal**
 (when applicable) (when applicable) (when applicable)

Reservation Deposit _____ Security Deposit _____ Insurance _____ Release & Indemnification Form _____ Certified Non Profit _____

Superintendent Signature _____ **Date**

EASTON PUBLIC SCHOOLS

Release/ Indemnifications Agreement

Required by all groups using school facilities

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

_____, _____,
(name of school) (name of applicant)
referenced as Applicant, here by agrees to release, indemnify and hold harmless the Easton Public Schools, Town of Easton and all their past present and future officers, officials, agents, servants, and employees hereinafter collectively referred to as 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 and collectively referred to as Applicant), at or about the premises.

This agreement indemnifies EPS from all costs, expenses, and liabilities incurred in connection with any injury, loss, or damage claimed by any third party, and holds EPS harmless from any claim brought by Applicant, unless the injury is caused by the negligence of 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 any 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 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 liability insurance may result in Applicant being subject to potential liability for claims arising from the use of the premises.

Applicant shall, at its own cost and expense, with counsel approved by EPS, defend any and all suits and actions (just or unjust) brought against EPS or in which 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 EPS for any matter, claim or incident, known or unknown, which occurs or arises out of Applicant's use the premises.

Applicant: _____ Title: _____ Date: _____