

**Webster Public Schools
SCHOOL RENTAL CONTRACT**

The Webster School Committee encourages the use of school facilities for educational, charitable, recreational and civic purposes, sponsored by recognized, responsible organizations. The Webster Public Schools is committed to ensuring that all of its programs and facilities are accessible to the public. We do not discriminate on the basis of race, creed, color, age, sex, gender identity, national origin, disability or sexual orientation.

*All organizations using a secondary school must submit to the District Office a signed annual Statement of Acknowledgement of the Anti-Hazing Law – MGL c 269 §§ 17-19. (See attached Statement of Acknowledgement form)

All requests must be submitted a minimum of 1 month prior to the event.

Event/Organization Name: _____

Contact Person: _____

Telephone: _____ Email: _____

School Requested: PLEASE CHECK ONE: Bartlett High School Webster Middle School Park Ave Elementary School

Describe Function: _____

Date(s) Requested: _____

Hours Requested: _____

Number of Participants: _____

AREA(S) REQUESTED

- | | | |
|---|------------------------------------|--|
| <input type="checkbox"/> Gymnasium | <input type="checkbox"/> Cafeteria | <input type="checkbox"/> Cafeteria with Kitchen Staff |
| <input type="checkbox"/> Auditorium | <input type="checkbox"/> Library | <input type="checkbox"/> Bathrooms |
| <input type="checkbox"/> Classroom(s) | How many? _____ | <input type="checkbox"/> Athletic Fields (Please Specify)
_____ |
| <input type="checkbox"/> Other (Please specify) _____ | | |

ADDITIONAL REQUIREMENTS

- | | |
|---|---|
| 1. Do you (the requesting organization) have an in-force General Liability Policy? <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, what are the limits of liability?
Bodily Injury \$ _____ |
| 2. Is activity open to general public? <input type="checkbox"/> Yes <input type="checkbox"/> No | Property damage \$ _____
Will admission fee be charged? <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Is organization non-profit? <input type="checkbox"/> Yes <input type="checkbox"/> No | If yes, is proper documentation included?
<input type="checkbox"/> Yes <input type="checkbox"/> No |



(For School Office Use Only)

Approved: _____

School: _____ Location(s): _____

Date(s): _____ Hour(s): _____

Webster Public Schools

PLEASE REFER TO THE FOLLOWING PAGE FOR RENTAL RATES, PERSONNEL CHARGES, AND RELATED INFORMATION:

The individual signing the request form hereby assumes responsibility for any accidents, injury or damages that may occur to the building or equipment made available to him/her and for any repairs required as a result of same. Accidents or damages that occur during the use of a school facility must be reported to the principal or designee within 24 hours.

In consideration for the use of facilities owned or operated by the Webster Public Schools, the undersigned organization hereby releases and holds harmless the Webster Public Schools, the Town of Webster and its employees, agents, and volunteers, (collectively "the District") from and against any and all injuries, damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with the use of such facilities by the undersigned organization or its employees, agents, or volunteers, and further agrees to indemnify the District from and against any and all injuries, damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) by third parties arising out of or in connection with the organization's or its employees', agents', or volunteers' activities on or about the rented premises.

Please familiarize yourself and your group members with this School Rental Contract and its attachments, sign and return to:

Webster Public Schools
Facility Rental Request
77 Poland Street
Webster, MA 01570

No reservation will be made until this application is returned and approved by the Business Manager.

I have read this Contract and all its attachments and the regulations for the use of the Webster Public Schools property, and accept the responsibility for payment of bills, the observance of all regulations, and all terms hereof. I will finalize all arrangements with the District Office one week prior to specified date and earlier to the extent required above.

Date: _____

Signature: _____ Print Name: _____

Organization: _____

Address: _____



For Business Office Use Only:

- | | | |
|---|---|---|
| <input type="checkbox"/> APPROVED (Custodial Charges) | <input type="checkbox"/> APPROVED (Kitchen Charges) | <input type="checkbox"/> APPROVED (Custodial and Kitchen Charges) |
| <input type="checkbox"/> APPROVED (No Charges) | <input type="checkbox"/> NOT APPROVED | <input type="checkbox"/> APPROVED (Rental Charges) |
- A current Certificate of Insurance, with proper limits of liability, and showing the District as an additional insured and not merely as a certificate holder, has been provided.
- If using a secondary school (grades 5-12), a signed annual Anti-Hazing Statement of Acknowledgement has been received by the District in conjunction with M.G.L. c. 269 §§ 17-19, a copy of which is included with this rental application for distribution to players/participants.

Monique Pierangeli, Business Manager

Date

Webster Public Schools - School Rental Contract

Regulations for use of building and/or property:

1. The use of school-sponsored activities will have priority over use by outside organizations. Per M.G.L. Chapter 71, Section 71 no use may interfere with the educational programs being conducted at the school.
2. Mass. General Law requires obtaining **Criminal Offender Record Information, (CORI)** for all volunteers and others who may have direct and unmonitored contact with children. This includes volunteers, chaperones, coaches, etc. Please copy and distribute the attached CORI form to all adults who will be assisting you. Delay in returning CORI requests may result in cancellation of building usage permit and no person who fails to be cleared by the Superintendent of Schools following submission of the form will be allowed on school premises.
3. Mass. General Law prohibits smoking or alcoholic beverages on school property.
4. A Certificate of Insurance, with limits of liability of at least \$1,000,000 Bodily Injury and Property Damage Liability per occurrence/\$3,000,000 aggregate, must be submitted as evidence of insurance coverage at least seven (7) days in advance of the event and must designate both the using organization and the Webster Public Schools as the insured and not merely as certificate holders. The absence of such a certificate will preclude use of the facility. If the organization does not have General Liability coverage, coverage can be obtained through the District's Insurer under a Special Events program.
5. In compliance with Massachusetts General Laws, the school committee prohibits firearms and other dangerous weapons in schools and adopts the statutory definitions of a firearm and other dangerous weapons in addition to any definitions it may include in its student-parent handbook.
6. Hazing of students is prohibited by state law, and is defined as any conduct or method of initiation into any student organization that willfully or recklessly endangers the physical or mental health of the student. **I understand that if I am using either middle school or the high school, I must submit to the District a signed Annual Statement of Acknowledgement of the Anti-Hazing Law – M.G.L. c 269, §§ 17-19, a copy of which is included with this rental application that I must distribute to players/participants.**
7. No other area than that approved for use on the application shall be used. No school material or furniture may be used without permission of the Business Manager. For any major function requiring use of a stage with scenery, the facility must be requested with additional time to allow setting up and dismantling of the scenery.
8. No gaming (e.g., gambling, raffles, lotteries, bingo or other games of chance) shall be permitted.
9. No food or beverages will be permitted without permission of the building principal. A member of the cafeteria staff must be present when the kitchen facilities are used.
10. Requests will be approved only for the type of activity for which the location is intended.
11. Users will assume full responsibility for the proper use of facilities and for payment of damages.
12. **Adequate police protection will be required for certain events.** A minimum of one policeman will be required for any event involving 100 or more children above the age of 12. A minimum of one policeman will be required for any event involving more than 200 adults. Additional police supervision, as determined by the Business Manager, may be required. All organizations must arrange and pay for police services directly through the Webster Police Department.
13. Sufficient adult chaperones, as determined by the Business Manager, must be present at all youth activities. There shall be at least one chaperone for every 25 children, but the Superintendent may require more in his/her discretion.
14. Functions must end by 11 p.m., except by special arrangement with the Business Manager.
15. If school is closed due to a snow day or other emergency, all events and activities will be cancelled. It is the organization's responsibility for rescheduling. Facility rentals are not available during holidays or school vacation weeks – the first day of vacation through the following weekend of vacation week.
16. School personal properties, such as projectors, recorders, amplifying units, etc., are not included in the rental contract.
17. All non-profit organizations will be charged a custodial fee only. A letter of determination from the IRS (501(c)(3)) or other documentation to verify tax-exempt status must accompany this application. Profit-making organizations will be charged a facility fee in addition to a custodial fee. Refer to School Rental Fee Schedule for definition and applicable fees. There will be an additional charge for cleaning products due to covid-19. Additional charges will apply for excess clean up beyond the normal cleaning.
18. Fees associated with the use of facilities will vary contingent upon the nature of the sponsoring group and the activity. The Business Manager reserves the right to modify or waive fees when, in his/her judgment, circumstances so warrants.
19. Renting organizations may not share the use of the facility rental with another organization without written permission from the Business Manager.
20. Thirty-six hours notice will be required in the event of cancellation; otherwise the applicant will be responsible for the custodial and facility rental fees.
21. The Webster Public Schools are not responsible for any personal property present or left on the premises. Storage is not available.
22. The Business Manager reserves the right to refuse the use of facilities to any group that has violated any condition, rule, regulation, or guideline concerning use of the premises in the past or which has otherwise abused this privilege.

USE OF FACILITIES – GUIDELINES

The categories of groups and the fee schedule are listed below.

Group A: *Town Department Related:* A department, board, committee, or commission that is subject to appropriation by Town Meeting or exists as a requirement of state statute or by virtue of a town bylaw. An extension of this includes organizations, which, in the good faith judgment of the Business Manager are independent from government structure, but are integral to the function or operation of the Town.

Recognized Parent Groups: Parents who formally organize as a Parent Teacher Organization or Parent Teacher Student Organization within the District, with or without the acronym in their title will be treated as a Town Department. Although these groups may or may not be nonprofit organizations, formed by parents, and independent of public schools and control by schools, school districts, and school employees, their mission is to support and fund enrichment and curriculum standards for classroom students attending the Webster Public Schools. This definition includes, but is not limited to, the booster clubs or other similar formerly organized groups which are broad based in their support of students attending the Webster Public Schools.

Group B: *Registered Public Charities:* A registered public charity is an organization exempt under IRS Code §§501(c) or 501(c) (3) and has registered with the Division of Public Charities under the Attorney General's Office. Non-profit groups operating a one time fund-raising event for the benefit of the Webster Public Schools or citizens of Webster with a Certificate of Solicitation from the Division of Public Charities will be charged as a Registered Public Charity for that single event.

Community Groups and Activities: Any youth group, community, or recreational activities sponsored by a non-profit Webster organization or group deemed by the Business Manager for the welfare of the community, non-profit groups operating a one time fund raising event for the benefit of the Webster Public Schools or citizens of Webster with a Certificate of Solicitation from the Division of Public Charities, will be charged as a Registered Public Charity for that single event. A letter of determination from the IRS or other documentation to verify tax-exempt status must accompany this application

Group C: Any society, organization or individuals desiring to rent a school facility for fund-raising purposes of a non-charitable nature, or to use the facility for their own public recreational or entertainment purposes, (e.g., community groups, art, music or drama groups) will be charged according to the current schedule.

Group D: *For-profit camps or clinics.* A fee of \$250 per camp/clinic will be assessed to the camp operator.

Please contact the Board of Health office at the applicable Town Hall for any required permits (i.e., chemical toilet permits, food permits).

****The Town of Webster shall not be held responsible for any injury or loss of property suffered by any individual while playing, practicing, or engaging in any activity. The Lessee acknowledges the ongoing COVID-19 virus pandemic. The Lessee agrees, acknowledges, and understands that the Town of Webster makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The Lessee further agrees, acknowledges, and understands that the Town of Webster does not guarantee any cleaning of the facilities prior to any scheduled events.

The Town of Webster respectfully makes the reasonable expectation that the Lessee is aware of, and adhering to the guidelines set forth by Local, State and Federal laws/guidelines applying to COVID-19. The Town of Webster shall not be responsible for anyone contracting COVID-19.

The Town of Webster, its employees, volunteers or board members will not be liable to Lessee, applicant, or any visitors, invitees, or other individuals for any injuries or damages including but not limited to direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

Lessee hereby agrees to indemnify the Town of Webster and its board members, employees and volunteers and hold them harmless from any loss, damage, or expense of any kind arising from the allegedly arising from any claim, demand or lawsuit, or other legal proceeding, from any participant or spectator se of the facility and the COVID-19 virus.

Webster Public Schools

USE OF FACILITIES – GUIDELINES

School Rental Fee Schedule (rates subject to change per approval of School Committee)

The following schedule of fees shall be assessed for school facility rental upon decision of the Business Manager.

Facility	Group A Rate	Group B Rate	Group C Rate
Auditorium	N/A	N/A	\$400/day (up to 5 Hours). \$80/hr for each additional hour + custodian fees (min. 4 hours)
A/V Technician (Required with Auditorium)	\$25/hr Minimum 4 hours	\$25/hr Minimum 4 hours	\$25/hr (min. 4 hours)
Cafeteria Without staff	N/A	N/A	\$50/hr + custodian fees (min. 4 hrs)
Cafeteria Kitchen With Required Staff	N/A	N/A	\$50/hr + Cafeteria staff fees 4 hrs + custodian fees (min. 4 hrs)
Classrooms (Maximum of \$100/day for multiple days)	N/A	N/A	\$25/hr + custodian fees (min. 4 hrs)
Library/Computer Labs	N/A	N/A	\$50/hr + custodian fees (min. 4 hrs)
Athletic Fields/ Outdoor Facilities	N/A	N/A	\$50/hr (Additional Maintenance fees may apply)
Gymnasium	N/A	N/A	\$400/day (up to 5 Hours). \$80/hr for each additional hour + custodian fees (min. 4 hours)
Cafeteria Staff Fees	\$35/hr Minimum 4 hours	\$35/hour Minimum 4 hours	\$35.00 Minimum 4 hours
Custodial Fees	\$50/hr Minimum 4 hours	\$50/hr Minimum 4 hours	\$60/hr minimum 4 hours
Cleaning Products ***Due to covid	\$20.00	\$20.00	\$20.00

Group D Rate: A fee of \$250.00 will be charged to the camp operator for all for-profit camps and clinics. (Maintenance Fees may apply)

Personnel Fees

Custodial: A custodian must be on the premises at all times. Rental charges will start as soon as the building is accessible. Charges may be added to clean the facility after use. Current hourly rate is: Groups A&B = \$50.00; Group C = \$60.00. A minimum of 4 hours is required.

Kitchen: No access to the kitchen is available without a cafeteria staff member present. The cafeteria staff member will have full authority over all kitchen equipment and may restrict access to certain equipment. Current hourly rate is \$35.00. A minimum of 4 hours is required.

Ancillary Charges: The use of AV Staff, air conditioning, lighting or other costly services may result in additional charges to be determined at the time of request.

Police: Must be obtained from the Webster Police Department. Applicant will be billed by the Police Department.

STATE LAW REGARDING SPORTS-RELATED HEAD INJURY & CONCUSSIONS

The Commonwealth of Massachusetts Executive Office of Health and Human Services now requires that all schools subject to the Massachusetts Interscholastic Athletic Association (MIAA) rules adhere to the following law. Student Athletes and their parents, coaches, athletic directors school nurses, and physicians must learn about the consequences of head injuries and concussions through training programs and written materials. The law requires that athletes and their parents inform their coaches about prior head injuries at the beginning of the season.

While the law does not specifically require youth or outside community groups to adhere to this regulation, the Webster Public School Committee strongly advises parents, coaches and students who plan to participate in any athletic program at our District facilities to also take a free on-line course which contains all the information required by the law. This is available through the National Federation of High School Coaches. You will need to click the "order here" button and complete a brief information form to register. At the end of the course, you will receive a completion receipt. The entire course, including registration, can be completed in less than 30 minutes.

<http://www.nfhslearn.com/electiveDetail.aspx?courseID=15000>

It is the responsibility of each athletic group requesting the use of District facilities to ensure that all participants receive and complete the on-line head injury and concussion training.