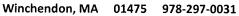
### BUILDING AND FACILITIES USE REQUEST FORM

#### Winchendon Public Schools 175 Grove Street



\* Form required 30 days in advance of requested use date \*\*Invoice subject to change due to additional coverage.





| Today's Date:  | School Request                  | ted (circle one): Memorial Toy Town Murdock Middle Murdock High  |  |  |  |  |
|--|---------------------------------|--|--|--|--|--|
| Name of Organizatio  | n/Staff/Group:                  |  |  |  |  |  |
| Address:   |                                 |  |  |  |  |  |
| City:  | State:                          | _Zip:  |  |  |  |  |
| Dates Requested:   | Time in—Time out                | If request is for the auditorium, indicate rehearsal or performance/recital o set-up. Indicate all dates and times you will need access to the auditorium. |  |  |  |  |
| Responsible Party Name:  |                                 | email:   |  |  |  |  |
| Home Address:  |                                 | City:State:Zip:  |  |  |  |  |
| Home Phone:  | Work Phone:                     | Cell Phone:Fax:  |  |  |  |  |
|  |                                 | Requested & Cost (Check that all that Apply) companied by our custodial staff and will be billed separately.   |  |  |  |  |
| ☐ Auditorium (fee schedule see page 2) ☐ Building Conference Room (\$20 hr)    |                                 | ☐ Baseball / Softball / Soccer / Field Hockey Field / Track (\$25 hr) *Circle all that apply ☐ Football Field (\$300 per game)                             |  |  |  |  |
| ☐ Cafeteria (\$30 hr, without kitchen)   |                                 | <ul><li>□ Football Field (\$200 per game)</li><li>□ Police (Bill Separately)</li></ul>   |  |  |  |  |
| Custodian Staff (Sunday/Holiday \$55 hr, all other days \$41 hr, minimum 4hrs) |                                 | Technology Usage Fees  |  |  |  |  |
| ☐ Classrooms (\$2  |                                 | □ AV/Media technician (\$43 hr minimum 4hrs)   |  |  |  |  |
| ☐ Computer lab   |                                 | ☐ Technology Set-Up Fee (\$25)   |  |  |  |  |
| ☐ Library (\$20 hr   | ·)                              | Includes projector & Screen, microphone, speakers, WiFi access set up  |  |  |  |  |
| □ Tables / Chairs  | s (no charge)                   |  |  |  |  |  |
| □ Podium (no ch  | arge)                           | ☐ Wireless Guest Access (no charge—CLIENT MUST INDICATE IF A PERSONAL DEVICE WILL  |  |  |  |  |
| ☐ Gym (\$30 hr)  |                                 | BE USED)   |  |  |  |  |
| ☐ Locker Room / Showers (\$10 hr)  |                                 | ☐ List Specific Technology Needs/Other:  |  |  |  |  |
| ☐ Scoreboard (no   | o charge)                       |  |  |  |  |  |
| □ RE   | QUEST FEE WAIVER                |  |  |  |  |  |
|  |                                 |  |  |  |  |  |
| Expected Attendance  | ce Number:Adn                   | mission Charges: Adult \$Child \$Senior \$   |  |  |  |  |
| Return Application v   | with appropriate fees to: Build | ding Principal. All Checks are payable to Winchendon Public Schools  |  |  |  |  |
| <u>APPROVED:</u> Principe  | alDire                          | ector of FacilitiesAthletic Director   |  |  |  |  |
| SUPERINTENDENT R   | REQUIRED FOR ANY FEE WAIN       | VER .  |  |  |  |  |



## BUILDING AND FACILITIES USE REQUEST FORM Winchendon Public Schools

175 Grove Street

Winchendon, MA 01475 978-297-0031
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#### **Release and Indemnity Agreement**

For and in consideration of the use of the facilities of the Winchendon Public School District (hereinafter: the district) by me/us and/or by the organization I/we represent, I/we individually or on behalf of the organization I/we represent do hereby release acquit, discharge and covenant to hold harmless the district, its agents, servants, employees, committee members, officers and representative of and from any and all actions, causes of action, claims demands, damages, costs, loss of services, expenses and any compensation, on account of or in any way growing out of any and all personal injuries (including death) and property damage which the district and/or out of any negligence of the district, its agents, servants, employees, committee members, officers and representatives, which presence arises directly or indirectly out of permission to use the district's facilities granted to me/us and/or the organization I/we represent.

| NAME OF ORGANIZATION/GROUP:  | THE STATE OF THE S |                                   |                                |  |
|--|--|-----------------------------------|--------------------------------|--|
| ADDRESS  | CITY   | STATE                             | ZIP                            |  |
| SIGNATURE OF APPLICANT   | DATE   | BUSINESS PHONE                    | :                              |  |
| AUDITORIUM FEE SCHEDULE: Facilities u  | se must be accompanied by ou   | ur custodial staff                | and will be billed separately. |  |
| Performance / Rehearsal Time (Bill 2 hou   | rs plus time of performance)   | \$50                              | \$50 hour                      |  |
| Equipment Usage Charge (movies, etc.)  IN DISTRICT SPECIAL ACTIVITIES (FOR STAFF | \$50 <sub>l</sub>  | \$50 per day/event                |                                |  |
| Activity:  |  | TO AMERICAN III.                  | Bus: □ yes □ no                |  |
| Chaperones Needed? ☐ yes ☐ no  | (if yes, state who will be the ch  | naperones)                        |                                |  |
|  |  |                                   |                                |  |
|  |  |                                   |                                |  |
| To be filled out   | by the office personnel at Wincl   | nendon Public Scho                | ools                           |  |
| Usage fee  | Date Receiv  | ed                                |                                |  |
| Custodial / Staff fee  | Date Receiv  | ed                                |                                |  |
| Insurance Required YN  | Date Certific  | rtification of Insurance Received |                                |  |
| # of Police Officers Required  |  |                                   |                                |  |

# THE CSCHOOL

## BUILDING AND FACILITIES USE REQUEST FORM Winchendon Public Schools

#### 175 Grove Street

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- It is understood that the use of the school is provided at user's risk. User shall assume responsibility for all damages to the real and personal property of the school.
- The organization renting or using school facilities must adhere to the District Policy on Rental of School Facilities, which is hereby incorporated into said agreement.
- Upon termination of the organization's rental of the school facilities, the user's right shall immediately cease and terminate and the user shall place the facilities in the same condition as they were prior to said use.
- No tenancy of any kind is created by this agreement.
- In consideration for this application/permit being accepted, the organization renting the facilities does hereby agree to indemnify, hold harmless and release Winchendon Public School District, its employees, students, agents, servants, successors, or assigns from any loss, damage, expense, claim or liabilities of any kind as a result of the rental of the designated facility.

#### **PURPOSE**

The primary purpose of the Winchendon Public School District facilities is to provide educational opportunities to the students of the district. The School Committee realizes and appreciates that the facilities have been provided by and are supported by tax dollars of the sending communities. Therefore, when the facilities are not being used for school-sponsored activities, they may be made available for public use in accordance with the published regulations, approved by the district School Committee.

The Winchendon Public School District Committee reserves the right to review and adjust any use of building procedure as needed. The Winchendon Public School District Committee also reserves the right to deny use of the facilities to groups or users who have demonstrated an inability to follow the rules and regulations policy on any previous occasion for any reason. The Superintendent reserves the ultimate right to approve or disapprove the use of the school facilities or to revoke a permit previously granted when it deems such action to be in the best interest of the school community. The facilities of the Winchendon Public School shall be made available to member Municipal Government Bodies, State Department of Education and Federal Agencies, when requested and approved by the Superintendent-Director. Rental may be waived for such organization at the discretion of the Superintendent. All facilities use permits are non-transferable. Any misuse of said permit will result in permanent organization suspension of facilities use. Users of school property shall be responsible for all damage sustained during said event. The Superintendent may at his/her discretion, require a bond to be posted to provide against damage to the particular area of the facility involved, and it contents.

#### PROCEDURE FOR APPLICATION

- 1. Obtain an application online or from the school main office. The applicant will be advised if the date requested is available.
- 2. Applicant must be 21 years of age or older.
- 3. Application must be made at least 30 days before the event.
- 4. The completed application should be returned to the Principal and/or Superintendent's office.
- If approved by the Principal and/or Superintendent, the applicant will be advised and notified in writing as to whether a bond must be posted.
- 6. A bond is to be filed with the Director of Facilities forty-eight (48) hours prior to the event, and released through his/her office after the event.
- 7. The balance due shall be paid within ten (10) working days after the date of activity.
- 8. The Principal must be notified if reserved dates are cancelled. If cancelled, any cost incurred by Winchendon Public School District will be billed to the applicant.



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#### **RULES AND REGULATIONS**

- 1. The applicant will be notified at least 24 hours in advance if use of the school facilities, previously granted, must be denied due to a failure to conform to the rules and regulations.
- 2. The exception is children's programs, which can be cancelled at "curtain time", by an administrator, if the sponsoring group has not provided an adequate number of chaperones.
- 3. Children's programs must have one adult chaperone for every 20 children.
- 4. Food or beverages are allowed only in designated areas and only by advance arrangement and permission. No food or beverages are allowed in the auditorium or gymnasiums.
- 5. Drugs are not permitted on school property. Alcoholic beverages are not permitted on school property.
- 6. No smoking will be allowed anywhere on school property (State Law, Chapter 148).
- 7. No firearms or explosives shall be permitted.
- 8. No equipment belonging to the school can be used without permission of the Director of Facilities, Principal and/or the Superintendent.
- 9. No school equipment is to be relocated, altered, adapted or adjusted without prior authorization.
- 10. All material or equipment to be brought in by the user must be listed on the application.
- 11. Groups or organizations using school facilities are responsible for adequate protection of the building and school equipment. Arrangements for protection must have the approval of the Principal and/or the Superintendent. When police are required, the applicant must make arrangements with the Winchendon Police Department.
- 12. School authorities shall have access to all rooms at anytime.
- 13. No gambling of any kind shall take place on school property.
- 14. Renting organizations shall not use school properties in any manner that would be considered below the standards of entertainment or amusement ordinarily provided by the school itself.
- 15. Any decorations shall be erected in a manner that will not damage school property or present a fire hazard, and the Principal and/or administrator on duty shall approve such erection of decorations. The user shall remove all decorations from the building before 8:00 am of the next day. The use of decorations in any way dependent or affixed to walls, ceiling fixtures, windows, casings, doors, or to any part of a building or grounds is prohibited unless approved by the Principal.
- 16. Scenery or other property will not be stored in the auditorium or any other areas without expressed written consent of the Director of Facilities.
- 17. Media technicians, salaried by the Winchendon Public School district, will operate lighting and/or other electrical/electronic mechanisms. Outside media technicians are under the supervision of the Winchendon Public School district personnel. Additional lighting, other than the usual stage lights, can be used only if acceptable professional technician or school personnel are hired to operate it.
- 18. School buildings may not be used for religious purposes. They may, however, be rented by religious organizations for such purposes as are outlined in Chapter 71 of the Massachusetts General Laws, Section 71.
- 19. Nothing shall be advertised, sold, given, exhibited or displayed on the building without the permission of the Superintendent and/or district School Committee.
- 20. Parking is restricted to paved, designated parking areas. Under no circumstances are vehicles to be driven or parked on playing fields or on the grass areas.
- 21. The sponsoring groups will pay for all custodians and any other support staff. The number of custodians to be assigned shall be at the discretion of the Principal and/or the Director of Facilities. (The fees for such personnel will be at the current pay rate for that position.)
- 22. The group is required to keep its members in the area assigned to them. The area to be used will be checked by the custodian or an administrator and a representative of the group before and after the event. The custodian will point out any damage already present. The group is responsible for any damage occurring during their use.



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#### **INSURANCE REQUIREMENTS**

- 1. If the rental applicant is an individual, then they shall supply a Certificate of Insurance from their homeowners or rental agent/carrier naming the Winchendon Public School district, the members of the school committee and its administrators, staff and employees as additional named insured.
- 2. If the rental applicant is a not-for-profit corporation, business corporation, or unincorporated association of any kind, then it must provide a Certificate of Insurance naming the Winchendon Public School district, the members of the school committee and its administrators, staff and employees as additional named insured evidencing the following coverage and limits.
  - a. Commercial General Liability Insurance including accepted contractual liability endorsements, with limits of liability of at lease \$2,000,000 each occurrence Combined Single Limit, for Bodily Injury and Property Damage with a \$2,000,000 annual aggregate.
  - b. Personal Liability with limits of at least \$1,000,000 each occurrence, for Bodily Injury and Property Damage.
  - c. (If applicable) Professional Errors and Omission Liability Insurance including accepted contractual liability endorsements with limits of liability of at least \$1,000,000 each occurrence.
  - d. (If applicable) Worker's Compensation and Occupational Disease Coverage in full compliance with the federal and state laws and covering the applicant's employees engaged in the performance of any work for applicant on school property.
  - e. (If applicable) Employer's Liability Insurance covering injury or death to any employee who may be outside the scope of the Worker's Compensation and Occupational Disease statute, in the minimum limits of \$1,000,000 each accident; \$1,000,000 each disease and with a \$500,000 policy limit.
  - f. (If applicable) Comprehensive Liability Insurance (automobile type) insuring owned, non-owned and hired self-propelled vehicles of the type for use on and off school property, such policy to insure loading and unloading hazards with limits of liability of at least \$1,000,000 Combined Single Limit, for Bodily Injury and damage to property.
- 3. No person or entity shall be allowed to rent or otherwise use school property unless they provide Certificates of Insurance containing the foregoing information.
- 4. If applicable, all binders, certificates or policies of the foregoing coverages shall specifically designate by name the user's contractors and their sub-contractors. These required coverages shall be companies licensed to do business in Massachusetts. All binders, certificates or policies of the foregoing coverages shall specifically designate the following as an additional insured.

| *Fee schedule and form approved by the Winchendon Public School District School Committee on |  |
|--|--|
|--|--|