

## **SCHOOL FACILITY USE – REGULATIONS**

### **Application Requirements**

A. Any person wishing to use the District's facilities must complete an Application for School Facility Use form available online on the District's website or at the Superintendent's office.

B. Applications must be submitted at least two weeks prior to the proposed use of facilities on the form provided at the district website ([www.mursd.org](http://www.mursd.org)) or from the Office of the Superintendent.

C. For sports groups using the gymnasiums or playing fields, applications must be made on a yearly basis according to the following schedule:

- a. Applications for fall sports must be submitted between May 1<sup>st</sup> - 15<sup>th</sup>
- b. Applications for winter sports must be submitted between September 1<sup>st</sup> - 15<sup>th</sup>
- c. Applications for spring sports must be submitted between January 1<sup>st</sup> - 15<sup>th</sup>
- d. Applications for summer sports must be submitted between March 1<sup>st</sup> - 15<sup>th</sup>

NOTE: Applications submitted after these deadlines will be accepted and facilities will be assigned on a first-come, first served basis depending on availability.

D. Non-Profit groups must provide proof of their non-profit status with their application.

E. If requested, a security deposit payable to the Mendon-Upton Regional School District must be provided at the time of application.

F. Insurance coverage is required as a condition of, and prior to, any use of the School District's facilities. Insurance coverage protecting against claims for bodily injury and property damage in the minimum amount of \$1,000,000 per occurrence is required through the entire period for which the individual/organization is using the facilities. All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of "A-". In addition, all insurance shall, (a) name and include the District as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that the District shall not incur liability to the insurance carrier for payment of premium for such insurance; and (c) provide for written notice to the District at least seven (7) days prior to cancellation, termination, or material change of such insurance. A Certificate of Insurance evidencing compliance with the above requirements and naming the Mendon-Upton Regional School District as an additional insured must be submitted along with payment prior to use of facilities, and shall include a provision holding the Mendon-Upton Regional School District harmless against any such claim.

### **Payment of Fees**

Fee schedules for all groups are available online on the District's website or at the Superintendent's office. All rental fees are payable upon approval of request of permit, unless otherwise specified in the fee schedule. Checks must be made payable to the Mendon-Upton Regional School District (MURSD) and submitted to the Office of the Superintendent at 150 North Ave., Mendon, MA 01756. All checks should indicate the program/activity that is associated with the payment. Unpaid invoices will result in revocation of permit and/or organization/ applicant's denial of future requests for use of facilities. Refunds or additional payments, if any, will be made within thirty (30) days after use.

Payments made to MURSD under this policy are established for ease of administration in the processing and collection of fees due to the District for the use of its facilities under this policy. Any collection or processing of payments, including any in excess of the facility use fees due to the District, shall not under any circumstance, regardless of the amount or the payer thereof, establish or constitute any business or employment relationship between the applicant, the organization, or any person running the program, or create any duty of care with respect to participants in the program, including with respect the planning, oversight, or operation of the event or activity, or the quality of the services provided in the program.

### **Extra Fees**

Extra fees will be charged for personnel, e.g. custodian or kitchen manager, on an hourly basis to cover overtime costs if they are not already present on the school property. An Energy Fee of \$50 per use will also be charged when using the auditorium, gymnasium, cafeteria or media center in any of the facilities in the Mendon-Upton Regional School District if the facility is not already open. Appropriate MURSD personnel will be necessary when the use of district computer technology, projector, screen and/or sound systems are required at the Miscoe Hill School or Nipmuc Regional High School. The MURSD personnel will be hired, at the district's choosing, for a billable cost of \$75.00 per hour. Exceptions will be considered at the discretion of the Superintendent or his/her designee.

### **Cancellation**

A refund of 75% of all paid charges will be granted only if cancellation notification is received by the Facility Coordinator at least 48 hours prior to event. If cancellation notification is received less than 48 hours prior to event, no pre-paid charges will be refunded and the user may be charged for personnel services if departmental personnel reported for duty related to use.

### **Priority of Requests**

School buildings and facilities are available for community use following the closing bell in the afternoon and in the evenings, provided such use does not interfere with the use of such buildings or facilities for school purposes. All requests for uses of school facilities will be granted in accordance with the order of priority established by the Mendon-Upton Regional School Committee (see priority list below). The Superintendent shall have the authority, in his/her sole discretion, to resolve conflicts among conflicting uses in the same priority category. In exercising that authority in connection with the use of gymnasiums and fields for athletic events, the Superintendent will give preference to an in-season sport or event over an out-of-season sport or a camp or clinic.

### **Order of Priority**

1. Mendon and Upton Annual Town Meetings and elections (Group 1);
2. Mendon-Upton school activities, athletic practices and games, and school related functions and events (Group 1);
3. Mendon and Upton Special Town Meetings or special elections (Group 1)
4. Events sponsored by school related organizations (Group 1);
5. Events sponsored and organized by youth or adult sports clubs or organizations comprised of residents from Mendon and Upton (Group 1);
6. All other events on a first come basis (Groups 2-3).

When multiple requests are received for the same priority above (e.g. multiple youth clubs asking for the same space) a best effort will be made to grant all requests. The priority will be given to the sport in season and to those users that can only use a specific facility, e.g. basketball over soccer for indoor gymnasium during the winter season, baseball over softball for a baseball field request and vice versa, etc.

### **Regulations**

Upon application, the conditions of use which are agreed to by the sponsoring organization shall include the following:

1. No smoking is permitted on school property.
2. No alcoholic beverages are permitted on school property.
3. A school custodian and/or administrative staff member designated by the Superintendent or Building Principal must be on duty at all times when the building is in use.
4. Police protection must be provided at the discretion of the Building Principal. The organization using the facility shall be responsible for arranging police protection.
5. Use of the kitchen is determined by the cafeteria manager and approved use will require supervision by the manager or his/her designee.
6. A projector/sound system technician, approved by the Building Principal, must be present when the sound system is used. See Extra Fees above.
7. No private concessions or private sale of items will be allowed on District property or facilities unless prior written approval is granted.
8. The organization using school property shall be responsible for the behavior of persons using or attending the buildings or grounds by ensuring the following:
  - a. One responsible adult is in charge and present at all times.

b. No one is to enter the building until the responsible person is present. Such person shall remain until all students or minors are released to a proper adult.

c. Children must be supervised at all times.

9. The organization using school property shall protect it from damage by ensuring the following:

a. Use must be limited to the specific area granted.

b. Approved food and beverage will be served and consumed only in designated areas.

c. Persons using the gymnasium will wear appropriate shoes to protect the floor surfaces.

d. No school equipment is to be moved, altered, adapted or adjusted without the approval of the Building Principal.

e. Nothing shall be pinned, taped or fastened to walls, curtains, etc. without the approval of the Building Principal.

f. All scenery, decorations, fixtures, etc. used in school buildings must conform to applicable fire safety laws, regulations and procedures and shall be removed from the building not later than the day following the event.

g. No storage will be provided for equipment, material or supplies related to the outside organization.

h. Unless clean-up has been specifically requested and paid for, the property or facilities will be left in a thoroughly clean condition.

i. All organizations will be held responsible financially for any damage to the facilities during the time when they are present, not limited to the specific area granted.

### **Indemnification and Hold Harmless**

The applicant agrees to abide by all the rules and regulations of the Mendon-Upton Regional School District (above). As a condition of access to the School's property and/or use of its facilities, the requesting organization and the undersigned applicant agrees (a) to pay for and assume full liability for any and all loss or damages to person or property or claim therefore resulting to or arising from the use of District property or facilities by such organization or individual (and those granted access to the facility thereby) whether from an occurrence at the property or facility itself during use, before or after such use, going to and from such use, in or about available parking areas or otherwise, (b) to indemnify, reimburse and hold harmless the District and the members, agents and employees thereof against and from any such loss, damage or claim, including but not limited to its or their attorney's fees, and (c) to pay any attorney's fees and costs paid or incurred by the District to enforce any obligation imposed under this paragraph or otherwise in the application. If any portion of this Indemnification and Release is held to be invalid, the remainder shall remain in effect.

## **General Release**

The requesting organization and undersigned applicant, in consideration for and as a condition to the use of school property and facilities, agrees to fully release, remise, acquit, and forever discharge the District from any and all claims, demands, rights, liens, agreements, contracts, covenants, actions, suits, causes of action, controversies, obligations, debts, costs, expenses, losses, attorneys' fees, damages, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, arising out of (directly or indirectly) or in any way connected with the access to or use of school property and facilities, including without limitation the condition of the property and/or equipment, and any personnel or supervisory acts or omissions. The organization and undersigned applicant shall require each participant in its program, and any other person using the facilities in connection with the program, to execute a general release of liability which runs specifically to the District.

## **Group Definitions**

### **Group 1 - School, School Support, Scouts, Towns of Mendon and Upton, Youth and Adult Groups**

- Any group that is part of the internal school structure (band, school council, etc.) and organizations whose primary purpose includes supporting school activities (booster clubs, parent's clubs, etc.).
- All scouting organizations comprised of at least 75% of residents from the towns of Mendon and/or Upton.
- All Mendon and Upton official town boards and groups, town meetings, etc.
- Youth and adult non-profit groups comprised of at least 75% of residents from the towns of Mendon and/or Upton that support school and/or town related activities.

### **Group 2 - Non-Profit Groups, other than Group 1**

This group includes adult sport groups, dance and theater groups, social clubs, condo and housing associations, and other non-profit organizations with 501(c)(3) designation.

### **Group 3 - For Profit Groups**

This group includes all businesses, camps, clinics, enrichment programs, tutors, dance and theater groups and all others utilizing the buildings for personal or commercial benefit.

**Fee Schedule**

<b>Nipmuc</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Auditorium	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Gymnasium	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Cafeteria	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Professional Dev. Center	No Fee	\$50/3 hours; \$15/hour for each add'l hour	\$100/3 hours; \$30/hour for each add'l hour
Classroom	No Fee	\$35/3 hours; \$10/hour for each add'l hour	\$75/3 hours; \$20/hour for each add'l hour
Media Center	No Fee	\$50/3 hours; \$15/hour for each add'l hour	\$100/3 hours; \$30/hour for each add'l hour
Computer room	No Fee	\$50/3 hours; \$15/hour for each add'l hour	\$100/3 hours; \$30/hour for each add'l hour
School Grounds/Fields	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour

<b>Miscoe Hill</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Auditorium	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Lower Gymnasium	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Upper Gymnasium	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Cafeteria	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Classroom	No Fee	\$35/3 hours; \$10/hour for each add'l hour	\$75/3 hours; \$20/hour for each add'l hour
Media Center	No Fee	\$50/3 hours; \$15/hour for each add'l hour	\$100/3 hours; \$30/hour for each add'l hour
Computer room	No Fee	\$50/3 hours; \$15/hour for each add'l hour	\$100/3 hours; \$30/hour for each add'l hour
School Grounds/Fields	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour

<b>Clough/Memorial</b>	<b>Group 1</b>	<b>Group 2</b>	<b>Group 3</b>
Cafeteria	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Gymnasium	No Fee	\$75/3 hours; \$20/hour for each add'l hour	\$150/3 hours; \$45/hour for each add'l hour
Classroom	No Fee	\$35/3 hours; \$10/hour for each add'l hour	\$75/3 hours; \$20/hour for each add'l hour
Media Center	No Fee	\$50/3 hours; \$15/hour for each add'l hour	\$100/3 hours; \$30/hour for each add'l hour
Computer Room	No Fee	\$50/3 hours; \$15/hour for each add'l hour	\$100/3 hours; \$30/hour for each add'l hour
School Grounds/Fields	No Fee	Mendon or Upton Town Facility Use	Mendon or Upton Town Facility Use

The above fees represent one period of time facilities are used (not to exceed one day and not to be pro-rated). Fees for personnel (i.e. custodian, kitchen manager, administrator, technology/sound system technician) and energy will be charged when applicable.

Additional fees will be applied as follows for functions scheduled on holidays, Saturdays and Sundays:

- \$50.00 energy fee for the use of the auditorium, gymnasium, cafeteria or media center in any facility.
- \$40.00 per hour custodial fee. Two additional hours will be added to each function for custodial services.
- \$30.00 per hour kitchen manager fee.

Please Note: Kitchen requests will be granted upon the approval of the Food Service Director and Superintendent. An additional fee of \$100 per event will apply for the use of the kitchen, as well as a Kitchen Manager fee of \$30.00 per hour.