

## WELLESLEY PUBLIC SCHOOLS

### RENTAL AGREEMENT

#### TERMS AND CONDITIONS

- A. **Payments and Deposits:** Fees and custodial and house manager charges are payable on receipt of invoice and due within 30 days of invoice date. Continuously late payments or failure to make payments will result in the inability of a group or individual to rent any school facilities in the future, and may result in legal action. The School Department requires a certified check in the amount of \$1,000 at the time of rental application as a security deposit for the Middle and High School Auditoriums. Deposits may also be required for other significant rental requests. Upon a satisfactory inspection of the rental facility, deposits will be applied to the final invoice for the rental. The School Department reserves the right to keep the security deposit to pay for any damages associated with the rental of the facility.
- B. **Permits:** An approved Permit, issued by the rental coordinator, is required for all rental events, functions, and usage, regardless of whether a fee applies. An approved "Application for Use of School Facilities" form is a prerequisite for consideration of a permit request. No permits will be issued to a person under 21 years of age. A copy of the permit shall be held by the representative of the group during the rental period, and shall be shown to custodial staff when requested. Permits will be mailed to renters along with an estimate bill (where appropriate).
- C. **Rental Request Submittal Requirements:** Information regarding rental of school facilities can be found on the Wellesley Public Schools website. As part of the rental request, the following items shall be properly completed and submitted to the rental coordinator as one package (incomplete or incorrect submittals will not be evaluated): "Application for Use of School Facilities" form, "Hold Harmless Agreement and Hazing Law" form, Insurance Certificate and a copy of the driver's license of the person making the rental request on behalf of a group, organization, activity or themselves. Rental request submittals must be received by the rental coordinator **at least 10 days before the date of the rental request.**
- D. **Insurance Requirements:** All renters, except School and Town Departments insured under the Town's liability insurance policies, shall purchase and obtain Commercial General Liability insurance with a minimum \$1,000,000 limit per incident (\$3,000,000 General Aggregate). The Town of Wellesley shall be named as additional insured and shall also be identified as the certificate holder. Insurance shall be specific to the requested rental, including listing of school building, and shall be valid for the rental period. All renters shall provide update certificates as necessary. The Superintendent, or his/her designee, may, in consultation with legal counsel and/or the Town's insurance agent, reduce or waive the minimum coverage limits based on the nature and risk assigned to a rental activity.
- E. **Cancellations:** The School Department reserves the right to cancel or move the

location of all rentals, as may be required, due to bad weather conditions or other emergencies, unavailable custodial staff, or due to unanticipated conditions. All rental activities will automatically be cancelled on the days that school has been cancelled. The rental coordinator will make reasonable efforts to notify renters of changes and cancellations. In the event that a conflict occurs with a school program, every effort will be made to honor the rental agreement or to provide alternative arrangements for the rental. Since the Business Office is not open on weekends, weekend rentals may be cancelled on the day prior to the weekend or school vacation if bad weather is forecasted.

The renter shall submit a written notice requesting cancellation of, or changes to, an approved permit. The request must be received at the rental coordinator's office no later than 9:00 am three (3) business days prior to the event in order to avoid charges for custodial coverage and/or house manager charges, if applicable. Email notification is acceptable – contact the rental coordinator for email information. It is the responsibility of the applicant to verify receipt of written or email notification by calling (781) 446-6210 ext. 5619.

- F. **Permit Revocation:** The rental coordinator's office may revoke a permit at any time, if it is determined that the rental activities are not in accordance with the School Committee Policy or if it is otherwise determined that the rental activities are not in the best interest of the School Department.
- G. **Supervision:** An appropriate level of adult supervision (minimum 18 years of age) shall be provided at all times during the rental. Upon entrance to the building for an activity or event, the group's supervisor shall notify the school's custodian that they have arrived and that s/he (and others to be named, if applicable) is the group's designated supervisor. The supervisor will remain on site for the activity. At least one adult supervisor will be required when there are 25 or fewer participants under the age of 18. One additional adult supervisor will be required for each additional 25 participants in that age group.
- H. **Rental Permit Boundaries:** Attendees or participants of the rental shall not enter school areas that are outside of the rented space or associated common space (bathrooms and hallways). It is the responsibility of the rental supervisor to notify the School Department custodian on duty when trespassers or uninvited guests are found in the school. Under no circumstance will custodians or any other School Department staff be responsible for supervision of participants before, during or after an activity.
- I. **Playing Fields and Other School Facilities:** Rental of space within a school building does not include use of the fields. Rental of playing fields is managed and scheduled through the Town of Wellesley Recreation Department. Standard rental rates have not been established for use of parking lots at any school. Rental requests for these facilities will be negotiated with the rental coordinator's office on an as-needed basis.

- J. **Parking:** Parking for rental activities, including attendees, participants and guests, shall be within designated parking areas only. Cars parked in areas not intended as parking spaces (such as on grass or sidewalks) or in Handicap spaces without a placard, or in other areas which the School Department deems to create safety problems, will be ticketed and/or towed from the site at no cost to the School Department.
- K. **Additional High School Requirements and Information:** The following rental requirements are applicable to the High School, in addition to all previous requirements:
1. Food and Drink: Food and drink will only be permitted in the Cafeteria. Water will be permitted in the Gymnasium.
  2. Capacities - The school has the following capacities:
    - a. Auditorium: 702 seats, including 5 transfer seats, plus 6 wheelchair spaces
    - b. Auditorium stage: 76' wide by 32' deep (48' by 25' high proscenium) with full fly space height
    - c. Gym: 18,700 sq.ft. – 1 main basketball court or 3 full size cross-courts
    - d. Gym Bleacher Seating: 1,098 seats including wheelchair spaces
    - e. Cafeteria: 9,500 sq.ft. – 525 seat capacity
  3. Auditorium:
    - a. Auditorium House Manager is required for this rental.
    - b. Equipment that may be used includes: Speaker system, video projection system, clear-com communications system, microphone systems, assisted listening system, complete theatre lighting system, complete theatre hoist and rigging system, and control room.
    - c. Rental of the Auditorium shall include the following ancillary spaces: Multi-Purpose Drama Room (C112), Boys Dressing Room (C117) and Girls Dressing Room (C115), Lobby (B108.2) and restrooms.
    - d. Submit details of proposed use (dance, play, show, meeting, etc.) on application.
    - e. Equipment must be set up and removed within the rental period.
    - f. No nailing into the stage, no open flame, no pyrotechnics. Flame retardant materials shall be used.
    - g. Permission shall be obtained from the Wellesley Fire Department as necessary for stage performances.
  4. Gymnasium:
    - a. House Manager is required for this rental when use of projection or wireless microphone systems is requested.
    - b. Equipment that may be used includes: Speaker system with microphone, bleachers, some chairs and tables and score board (renter must provide their own controller).
    - c. Rental of the Gymnasium shall include the following ancillary spaces: Men's Room (A205) and Women's Room (A).
    - d. One-third or the entire gymnasium can be rented.
    - e. Hardball sports and floor hockey are prohibited. No tape shall be added to

the floor.

5. Cafeteria:
  - a. House Manager is required for this rental when use of projection or wireless microphone systems is requested.
6. Fitness Center, Dance Studio, Wrestling Rooms, Art Rooms and Photography Rooms: These spaces are not available for rent.

**L. Miscellaneous Requirements and Provisions:**

1. **Designated Point of Contact:** Each rental request shall include the name and contact information of a single person who will be that organization's only point of contact with the School Department for scheduling and rental coordination purposes.
2. **Damages:** Activities shall not cause extraordinary wear and tear to the existing building structure, its furnishings and/or the surrounding grounds. The renter shall be responsible for the entire cost to correct any and all damages that occur to buildings or grounds as a result of the rental, whether caused by attendees or participants, as determined by the rental coordinator's office. Failure to pay for such damages within 30 days of receiving demand from the School Department shall result in immediate cancellation of all rentals for this organization and will result in the inability of a group or individual to rent any school facilities in the future, and may result in legal action. Security deposits will be kept when appropriate to help cover costs of damages.
3. **Behavior:** Rude, offensive or illegal behavior or language by any attendees or participants of a rental shall be considered grounds for immediate revocation of permits, including but not limited to the following:
  - a. **Smoking and Tobacco:** Smoking and use of tobacco products is prohibited in all school buildings and on all school property as indicated in Massachusetts General Laws (MGL).
  - b. **Alcoholic Beverages:** Alcoholic beverages are prohibited in all school buildings and on all school property.
  - c. **Illegal or Illicit Drugs:** Illegal or illicit drugs are prohibited in all school buildings and on all school property.
  - d. **Weapons:** Weapons, including knives and fire arms, are prohibited in all school buildings and on school property.
  - e. **Food and Drinks:** Food and drinks are permitted only when indicated on an approved Rental Application form, and only in approved areas.
  - f. **Attire:** Proper dress and attire shall be worn at all times by attendees or participants in rentals. Shirts and shoes shall be worn at all times, and appropriate athletic shoes shall be used on athletic floors.
4. **Bullying Prevention: Bullying is prohibited:**
  - a. On school grounds;
  - b. On property immediately adjacent to school grounds;
  - c. At school-sponsored or school-related activities;
  - d. At functions or programs whether on or off school grounds
  - e. At school bus stops;

- f. On school buses or other vehicles owned, leased or used by the school district; or,
- g. Through the use of technology or an electronic device owned, leased or used by the Wellesley Public Schools;

Bullying and cyber-bullying are prohibited at a location, activity, function or program that is not school-related or through the use of technology or an electronic device that is not owned, leased or used by the Wellesley School District if the act or acts in question:

- Create a hostile environment at school for the target;
- Infringe on the rights of the target at school; and/or
- Materially and substantially disrupt the education process or the orderly operation of a school

5. **Arrival and Departure Times:** The school's facilities shall only be made available for the hours shown on permit (open and close times). Renters must abide by these times and the rental coordinator may stop any event that has gone past the permit time. No rental shall begin before 7:00 am or extend beyond 10:00 pm without approval from the rental coordinator's office.
6. **Access:** School Department representatives shall have access to all school areas during rentals.
7. **Gambling:** No permits will be issued when the primary purpose of the event is to conduct games of chance (e.g. Las Vegas Nights or Casino Night). Renters must be in compliance with MGL Chapter 271 Section 7a.
8. **Hardball Sports:** For the protection of walls, lights, fixtures and floor surfaces, hardball sports will not be permitted in any school facilities. Rubberized baseballs/softballs will be considered acceptable for use on a limited basis, except at the High School, and subject to approval of the rental coordinator's office. Repeated damage caused by these sports may result in permit revocation.
9. **Equipment Use:** No equipment shall be used by renters unless it is specifically listed on the approved rental application. Organizations wishing to bring equipment into schools as part of rentals shall make arrangements at the time of the rental application, and such equipment shall be removed by the end of the rental period. The School Department takes no responsibility for any equipment brought into the schools.
10. **As-Is Conditions:** School buildings, facilities and equipment shall be accepted by renters in their existing "as-is" condition. Reasonable accommodations and repair attempts will be made where possible to facilitate rentals.
11. **Middle School Auditorium/Stage Requirements:** If a trained operator is needed for stage, lighting, curtains, scenery, sound and/or audio-visual equipment, the School Department shall provide such a person(s) at a cost to the renter. See Section K for requirements at the High School.
12. **Summer Requests:** Summer rental requests are restricted so that all schools can be cleaned and repaired for fall use.
13. **Back-up Rain Sites:** School buildings are not available for use as back-up rain sites. However, when the building is open, restricted access to a school building for a short period of time will be provided for the safety of children participating in

outdoor programs in order to allow for pick up of students. A custodial charge will be assessed for the period of time the students are in the building. Rental permits are required to be filed for use of a backup rain site; no charges will apply unless the site is actually used.

14. **Refunds:** No refunds will be issued for any individual, group or activity which has had permits revoked.
15. **Decorations:** Decorations are permitted only if they conform to State and Wellesley Fire Department regulations and they do not interfere with the regular school program. Nothing should be pinned to curtains or drapes, nothing can be nailed to floors or walls and nothing can be tacked or stapled. Tape must be completely removed.
16. **Other Renters:** The School Department may rent separate space within a school building to more than one group at any one time. Each renter shall abide by their permits and shall share common space such as hallways and bathrooms as necessary.
17. **Heating and Cooling:** Only custodians shall be allowed to control heating and cooling functions within rented space.
18. The School Committee and the Town of Wellesley assume NO LIABILITY for injury to persons or property present in the school building or on school property pursuant to a permit issued to any organization and/or person. Furthermore, the School Committee and the Town of Wellesley accept NO LIABILITY for injury or damage caused by use of equipment, and the permit holder agrees to accept all equipment as is and to be responsible and liable for damage to the building and the equipment therein and for all personal injuries sustained by persons present pursuant to said permit. By accepting the permit for the space you acknowledge and accept these terms and agree to indemnify and hold the School Committee and the Town of Wellesley harmless for any such injuries or damage.
19. By accepting the permit for the space you agree to comply with all applicable State and Federal laws and regulations and agree to indemnify and hold the School Committee and the Town of Wellesley harmless for any such violation.