

**CANTON PUBLIC SCHOOLS
CANTON, MASSACHUSETTS**

RENTAL OF SCHOOL FACILITIES

RULES AND REGULATIONS

Effective July 1, 1995, persons and organizations must comply with the following rules and regulations established by the Canton School Committee.

1. Reservations for the use of school facilities shall be made in accordance with procedures established by the Superintendent of Schools.
2. Persons and organizations using school facilities will be charged certain fees as established and approved by the Canton School Committee, such as fees to cover the cost of the time required to prepare the facility for use, restore the facility to an acceptable condition after use, secure the facility after use, administration and maintenance. These fees shall be in addition to any rental charge. All fees and rent are payable to the Town of Canton.
3. Rental fees may be waived for Canton groups and organizations of a purely civic nature and/or those providing recreational or educational activities for Canton citizens provided such activities are available equally to all Canton citizens.
 - a. The rental fee for businesses, private use, or personal gain may be at three (3) times the prevailing rate and are subject to the written approval of the Superintendent of Schools or his designee.
 - b. Fees and rent for any persons or organizations using school facilities for profit shall not be waived.
4. Persons and organizations renting or using school facilities are restricted to the specific area (s) approved and the nearest toilet facilities. Faculty rooms, cafeterias (unless rented), etc. are off limits.
5. Adequate and responsible adult supervision shall be provided at all activities for youth groups using school facilities, said supervision to be present at all times during the activity. Entry into the facility will not be allowed until responsible supervision is present, and at the conclusion of the activity a responsible adult from the renting organization must remain until the last child has safely left school property.
6. Mid week rentals (Monday through Thursday) shall not extend beyond 11:00 PM without the written permission of the Superintendent of Schools or his designee.
7. Custodial services may be required whether the facility is used on a rental basis or rent has been waived. **UNDER NO CIRCUMSTANCES WILL CUSTODIAL (OR CAFETERIA) FEES BE WAIVED WHEN AN ADMISSION, ENTRY, OR SIMILAR FEE IS CHARGED BY THE PERSON, GROUP, OR ORGANIZATION USING SCHOOL FACILITIES.** It is expected that the cost of the custodial (and cafeteria) services will be reflected in the admission or entry fee.
 - a. A custodian on regular duty will not be available for service during the time of the rental. The responsibility of a regular custodian shall be limited to opening the facility. The renter will be charged for the time necessary to prepare a facility for use, clean-up, and secure the facility after use.
 - b. Under no circumstances shall a custodian, either on regular duty or assigned on a fee basis, be responsible for supervision of participants before, during, or after an activity.
8. The use of school facilities, including the examination of facilities, shall not be allowed while school is in session.
 - a. School activities, whether previously scheduled or not, shall take precedence over rentals except in the case where the scheduled activity of the renter is an actual performance. Any fees collected and/or charged to the renter for the time preempted by the school activity shall be returned or negated.
9. Persons or organizations whose activities involve an admission fee or other charge must notify the Canton Police Department of the date(s), time(s), nature of the activity so that the police authorities may determine the need for the presence of police officers for public safety and/or traffic control. All expenses in connection with police protection shall be the responsibility of the renter.

10. If decorations are used, including sets and scenery, it is the responsibility of the renter to contact the Canton Fire Department for inspection and approval. Failure to do so will result in cancellation.
11. No sets or scenery shall be left set up on the stage during the week without the written approval of the School Principal.
12. Refreshments of any kind are **prohibited** in school facilities unless the facility rented or approved for use is a cafeteria or cafetorium.
13. Organizations providing their own refreshments (sandwiches, soda, coffee) may use a kitchen facility for serving without charge for that facility and without the supervision of cafeteria personnel. Cafeteria dishes, eating utensils, coffee makers, etc. shall not be used for preparation or serving.
 - a. Food service requiring food preparation or use of dish washing machinery or other cafeteria equipment or utensils will necessitate the employment of a school cafeteria supervisor to oversee such use. The renter shall be responsible for the cost of said supervisor.
14. Smoking is prohibited everywhere inside school facilities and on school grounds.
15. Established capacities shall not be exceeded under any circumstances.
16. Equipment related to a facility may be used in that facility by a qualified person, as determined by the School Principal. The renter is held responsible for the operation of equipment authorized for use.
17. If damage to school property or equipment results, the cost to repair or replace the property or equipment shall be the responsibility of the renter or approved user of the facility. Failure to do so will result in that person or organization being denied use of school facilities in the future and/or court action.
18. A renter must provide the Canton School Committee with a policy of liability insurance in the amount of \$1,000,000 naming the Town of Canton and the Canton School Committee as insured.
19. Any unchartered, unincorporated, or informal group or individual using or renting school facilities must sign a statement releasing and forever discharging the Town of Canton and the Canton School Committee and all their officers, agents, employees, etc. from liability (see attached). Only those whose names appear on the form will be allowed to use school facilities.
20. When custodial services are required, the renter will be charged a fee to include a minimum of one-quarter hour before the activity commences and a reasonable amount of time, as determined by the School Principal, to secure the facility at the conclusion of the activity.
21. Rules and Regulations specific to Morse Auditorium, Canton High School:
 - a. Curtains are not to be altered or removed without the prior approval of the Canton High School Head Custodian.
 - b. Tape used to mark the stage floor must be plastic. Masking and duct tape are not to be used. At the conclusion of the rental, all tape and other alterations to the stage must be removed.
 - c. At the conclusion of the rental, the stage must be returned to its original condition.
 - d. No alterations or changes are to be made to the stage counter-weight system.
 - e. No alterations or changes are to be made to the cables on the stage fly bar units.
 - f. All questions regarding the use of the auditorium or stage are to be directed to the Head Custodian or Building Principal.
22. The renter or user will be billed in the following manner:
 - a. If there is a charge to include both rent and custodial fees, two bills will be assessed, one for the custodial fee based on the established hourly rate plus a 10% administrative surcharge, and the other for the rent.
 - b. In cases where only custodial fees are assessed, the bill will be based on the established hourly rate plus a 10% administrative surcharge plus a 15% maintenance surcharge.

- c. In cases of long term use, one (1) month's payment must be made in advance.
 - d. The renter or user will also be charged 10% surcharge in addition to all other assessed fees and/or rent for the use of any special equipment which potentially increases energy consumption.
 - e. At least twenty-four (24) hour advanced notice is required if a rental is cancelled. Failure to notify at least twenty-four (24) hours in advance will result in a charge equal to two (2) hours times one and one half (1.5) the established hourly custodial fee plus a 10% administrative surcharge. No charge will be assessed if notification is given to the Business Office at least twenty-four (24) hours in advance.
 - f. The Superintendent of Schools or his designee may waive either or both surcharges for activities such as school plays and dances.
23. If a performance requires a dress rehearsal, the renter will be allowed one (1) such dress rehearsal as part of the rental fee. An additional charge will be assessed for each additional dress rehearsal.
24. Rental of one facility does not cover the use of other facilities. For example, rental of Morse Auditorium does not include the use of the cafeteria. An additional fee shall be assessed for use of other facilities.
- a. If both the cafeteria and Morse Auditorium are rented, or the cafeteria or Morse Auditorium and one or more classrooms are rented, a second custodian will be assigned and the renter will be charged in accordance with the Schedule of Rental Rates for School Facilities.
25. Failure to comply with these rules and regulations will result in the forfeiture of the future right to rent or use school facilities.

RELEASE

In consideration of one dollar (\$1.00) and other valuable considerations to the undersigned paid by the Town of Canton and the Canton School Committee, the receipt whereof is hereby acknowledged, the undersigned hereby remises, releases and forever discharges the said Town and School Committee and all their officers, agents, and employees, and each of them, of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and in equity, which against the said Town and School Committee and their officers, agents, and employees, and each of the, and their heirs, successors and assigns, the undersigned now has or ever had from the beginning of the world to this date, and more especially on account of personal injuries which the undersigned may suffer while on school premises.

Witness my hand and seal this _____ day of _____, 20____.

NAME

STREET

CITY/TOWN, STATE, ZIP CODE

Signed in the presence of:

NAME

STREET

CITY/TOWN, STATE, ZIP CODE

DATE