



Duxbury Facilities and Field Rental Guidelines

The following procedures, guidelines and expectations apply to the use of all Duxbury Public Schools Facilities and Fields. Prior to applying for rental via *Duxbury Public Schools Facilities and Field Use Form*, please review this document in its entirety.

General Information for Building and Field Usage:

1. The use of all facilities will be at the discretion of the Superintendent of Schools or designee. The appropriateness of the activity will always adhere to the proper use of a school building or grounds.
2. The activity should provide the community with an artistic, cultural, recreational or educational benefit
3. Granting of permission to use school property should not be construed as an endorsement of any individual or group by the Duxbury Public Schools.
4. When scheduling conflicts occur, preference will be given to organizations associated with Duxbury Public Schools.
5. The School Department reserves the right to refuse the use of school property to any and all groups.
6. The School Department reserves the right to enter into special contracts and arrangements with any and all groups.

General Guidelines for Facility Usage

1. District Facilities and Fields will be made available to eligible groups when requests are not in conflict with school functions.
2. If there is a conflict with school-sponsored use after agreement for use is made, the school-sponsored use will take priority. Exceptions will be considered by the Superintendent or his/her designee when undue or extreme hardship might result to the contracting organization.
3. Minors may not rent school facilities.
4. A rental agreement is not transferable.
5. A rental agreement may be canceled by the Duxbury Public Schools if the provisions of the agreement are violated in any way.
6. Reservations for rental use of facilities and fields must be in writing, via the *Duxbury Facilities and Fields Use Form*, and appropriately approved.
7. The district requires a current Certificate of Insurance, naming the "The Town of Duxbury", as an additional insured party. (See also Section on Liability Coverage).
8. Renters who wish to use the kitchen equipment must employ a school food service worker. The Director of Food Services will coordinate all requests.
9. Rental of District Facilities and Fields does not include the use of athletic equipment, musical equipment, sound systems, audio/visual equipment etc.
10. Sponsoring organizations shall provide sufficient, competent adult supervision, of participants for any requested usage of the facility or field.
11. Approved groups are restricted to the approved dates/hours and the specified facilities/fields in the agreement.
12. Organizations using the District Facilities and Fields assume responsibility for any damage to property or equipment.
13. The school district, at its sole discretion, may cancel an event due to inclement weather or unforeseen circumstances beyond its control.



DUXBURY PUBLIC SCHOOLS

Duxbury Public Schools
93 Chandler Street, Duxbury, Massachusetts 02332
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District website • www.duxbury.k12.ma.us
Twitter: @duxbury_ps • Facebook: Duxbury Public Schools

14. Field Specific: Organizations are required to utilize the track mats and return the mats to the appropriate area at the conclusion of the field use.
15. Field Specific: Food, sunflower seeds, chewing gum, glass containers, cans and beverages not in sealable containers are prohibited.
16. Field Specific: Smoking, chewing tobacco, alcohol and any open flames are not permitted.
17. Field Specific: Pets are not allowed.
18. Field Specific: Bicycles, rollerblades, golf carts, and other unauthorized motor vehicles are prohibited.
19. Field Specific: Goals, bleachers and other equipment may not be moved without permission of staff.

Responsibility of the Applicant

1. The organization using school property shall be responsible for controlling behavior of persons using the buildings/fields or attending the function by assuring the following:
 - a. No one is to enter the building until the responsible person is present. That person shall remain until all persons related to or associated with the event have left the premises.
 - i. Children must be supervised at all times. One responsible adult should be in charge and present at all times for every 10 participants.
2. In the event that property loss or damage is incurred during such use or occupancy of the district facilities or fields, the amount of damages shall be decided by the appropriate school personnel and a bill for damages will be presented to the group using or occupying the facilities during the time that the loss or damage was sustained.
3. No reservations shall be made for the use of any District Facility and Field until the Facilities and Field Use Form is submitted and approved.
4. Those considering renting any Duxbury Facility or Field that wants to survey the area shall coordinate this with the Duxbury Superintendents office to obtain permission to view the area.
5. Every organization must satisfactorily pay all fees, including any additionally incurred damages, before additional dates for future events will be considered.

Time Limits

1. During a school day, as defined by the Duxbury Public School's yearly calendar, permission for use of Duxbury Facilities and Fields may not be granted until 3:30pm and may not extend beyond 10:00 pm. Exceptions will be considered on an individual basis.
2. All facilities must be cleared within thirty minutes of the closing time indicated on the Duxbury Facilities and Fields application.
3. Any exceptions to the time limit must be requested by the applicant in writing at least one week in advance and must be approved by the Duxbury Public Schools.

Cancellations

1. The Duxbury Public Schools may cancel permission to use the District Facilities and Fields whenever such action is deemed necessary in the best interest of the school district. Advance notice will be given to the renter to the extent possible. *Reminder: Postponement of school events may cause a sudden change in the use of facilities.*
2. A written request for cancellation must be received at least three business days prior to the agreed upon date/time. Failure to cancel shall obligate the applicant to pay a custodial fee and any other incurred expenses.



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Safety Coverage

1. Groups receiving permission to use the District Facilities and Fields are responsible for the observance of local and state safety regulations at all times. In accordance with the local and state regulations, appropriate safety coverage will be required at all functions.
2. The applicant is responsible for arranging and paying for the appropriate safety/insurance coverage for the event. It is the responsibility of the renter to present Proof of Insurance with the *Facilities and Field Use Form* at the time of rental request or at least three business days in advance of the event.

Smoking, Profane Language, and Gambling

1. The use of tobacco products (state mandated), profane language, or gambling in any form is strictly prohibited in/on all District Facilities and Fields.
2. Food and certain types of beverages are not allowed in certain Facilities and Fields. No refreshments of any kind may be served unless approved. If approval is granted, serving refreshments shall be confined to the designated areas.
3. At all events, no refreshments will be sold or consumed in the auditorium, rehearsal rooms, or classroom areas.
4. Violation of the above expectations may result in cancellation of future use.

Custodial/Supervisory Care

1. Adequate custodial service is mandatory with the rental of District Facilities and Fields. Each organization using the Facilities or Fields will be assigned custodial personnel when the district deems it necessary.
2. Upon application for an event, the District will indicate the number of custodians required depending on the size of the event and the day of the week.
3. The renter will be charged the current custodial rate for a minimum of 3 hours per event. (See Duxbury Facilities and Field Rental Fee Schedule)
4. The fee to be charged will be based on when the custodian reported for the event and until he/she has finished the necessary cleaning at the conclusion of the event.

Eligibility of Organizations

1. No later than two week prior to the proposed use of facilities, applications must be made in writing on the appropriate form and submitted for approval.
2. Non-Profit groups are required to provide proof of the non-profit status with their application.
3. If requested, a security deposit payable to the Duxbury Public Schools must be provided.
4. All groups must provide documentation of insurance coverage and waiver of liability of the Town of Duxbury at the time of application.

Fees

1. The fee schedule is included for each category as indicated in the *Duxbury Facilities and Field Rental Fee Schedule*. Additional fees may be charged to cover incurred costs necessary to accommodate the renter.
2. All checks should be made payable to the *Duxbury Public Schools*
3. The School Department reserves the right to contract with organizations for annual or other term use of facilities.



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Liability Coverage

1. **Indemnification:** In consideration for allowing the rental of school facilities and in full recognition of the Town of Duxbury's fiduciary responsibility to protect owned property and assets, the Lessee hereby covenants and agrees at all times to indemnify and hold harmless the Lessor: its officers and employees, to the fullest extent permitted by law, from any claims, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and legal costs, arising out of the use of these rental premises and all Lessor facilities, by the Lessee, its officers, employees, agents, representatives, contractors, customers, guests, and invites.
2. **Insurance:** As evidence of its financial ability to indemnify the Lessor, during the term of this agreement, the Lessee shall obtain and pay premiums for Commercial General Liability insurance protecting the parties hereto, their agents, officers, elected officials, representatives, or employees because of bodily injury, property damage, personal injury or products liability incurred by the parties in the performance of the terms of the lease, such policy to provide limits not less than \$1,000,000 per occurrence.. A Certificate of Insurance naming the Lessor as an Additional Insured shall be provided. Such insurance contracts shall be with companies acceptable to the Lessor and they shall require ten (10) days prior written notice to both parties hereto of any cancellation.