

WACHUSETT REGIONAL SCHOOL DISTRICT
SCHOOL USE APPLICATION and AGREEMENT

USER: _____
(Organization Name)

(Address)

TYPE OF EVENT: _____

SCHOOL: _____ EVENT SPACE: _____

NOTE: If there are special accommodations necessary for this event, please detail same on a separate sheet and attach to this Application/Agreement.

DAY(S): _____ DATE(S): _____

TIME: FROM: _____ TO: _____

User's Contact Person: _____ Phone: _____

Address and telephone for invoicing, if different than above:

Tax Exempt # (if applicable): _____

Number of participants expected: _____

| Fee Summary: | <u>Hours:</u> | <u>Amount:</u> |
|--|----------------------|-----------------------|
| Facility Use Fee (Pursuant to Fee Schedule): | _____ | \$ _____ |
| Custodial Services (Pursuant to Fee Schedule): | _____ | \$ _____ |
| Other Services (Pursuant to Fee Schedule): | _____ | \$ _____ |
| Total Fee: | | \$ _____ |

AGREEMENT

This is an Agreement between the above-named User and Wachusett Regional School District (the District). If more than one User is named above, each of them shall be jointly and severally responsible under this Agreement. In consideration of their mutual promises contained herein, the parties hereby agree as follows:

1. **Permission to Use.** The District hereby gives User permission to use the following portions of the _____ School during the Time Period and Event listed above. The Event may take place only in the _____ (the Event Space). The license provided for under this Agreement shall not constitute a tenancy of any kind; this agreement is not a lease. The license is personal to the User and may not be assigned by User in whole or in part. The User acknowledges that the District reserves the right to terminate the license at any time, with or without cause, in the sole discretion of the District.

2. **Payment of Fee.** The User agrees to pay the District the Fee stated above in advance of the event in exchange for the use of the Event Space. Additional fees will be invoiced to User and payment to the District will be within thirty days.

3. **Purposes and Restrictions.** User may not use the Event Space or any other portion of the school facility for any purpose other than for the Event as described above. User agrees to all restrictions and instructions, which may be provided to it by the District concerning the use of the Event Space. User shall not use the Event Space or any other part of the school facility in any way which would constitute a nuisance, shall not damage the Event Space or any part of the school facility in any way, and shall not obligate the District in any way. Smoking is prohibited anywhere in the school facility or on the school grounds. No food or drink is allowed in the Event Space or on school property unless prior written authorization is provided to the User by the District. All material to be removed at end of event day.

4. **Insurance and Release.** If User maintains liability insurance, User shall have the District named as an additional insured thereof for the purpose of the Event and shall deliver to the District prior to the Event a certificate evidencing same.

Whether or not User maintains insurance, User and all of User's guests, invitees, employees, licensees and agents shall assume all risks of use and shall be liable for any damage to the school facility arising out of the use of the school facility. User hereby waives and releases the District from any claims, demands, expenses, attorneys' fees and liability which may be imposed upon or incurred by the District by reason of any act or omission on school property by the User, its agents, guests, invitees, licensees and agents. In addition, User, for itself and for all of its employees, agents, guests, licensees and invitees, and for all persons who may come upon the school facility or adjoining areas and grounds during User's use of the school facility, hereby agrees that the District shall not be liable in any way for any matter, cause, thing, action or omission with respect to use of the school facility, the adjoining areas and grounds, including, but not limited to, personal injury or property damage. User hereby releases and discharges the District of any and all liability of any kind with respect to the User's use of the facility. The District and User are not partners, joint venturers, principals, agents or otherwise related in any way.

5. **Compliance.** User agrees to comply with all local, state and federal laws, regulations and ordinances. User also agrees to comply with all Wachusett Regional School District and School Committee Policies and School Regulations.

6. **Criminal History Systems Board:** If applicable, User agrees to comply with M.G.L. c.6, § 172G and obtain all available criminal offender record information and juvenile data for all employees or volunteers prior to employment or volunteer service in conjunction with use or lease of school facility.

7. **Miscellaneous.** Paragraph headings are for convenience and are not a substantive part of this Agreement. This document contains all statements and agreements made regarding the use of the School by the User, except for any specific instructions and rules provided by the District.

This agreement may not be amended or modified except by a written Agreement signed by both User and the District.

USER:

By: _____

Title: _____ Date: _____

BUILDING PRINCIPAL RECOMMENDATION: Approve: _____ Disapprove: _____

_____ Date: _____
By: Principal

Fee Schedule - FY13

The following fees will be charged for School Building Use for the year 2012-2013:

I. District and Town Charges or Non-Profit Groups (non-Fund Raising)

| | <i>Mon-Sat</i> | <i>Sun/Holidays</i> |
|----------------------|--|---------------------|
| Custodial Time* | \$40.00 per hour | \$50.00 per hour |
| Cafeteria Staff Time | \$30.00 per hour | \$40.00 per hour |
| Specialists | \$30.00 per hour | \$40.00 per hour |
| Police Security | Billed by and paid directly to Town Police Dept. | |

Rates are per person per hour or any part of an hour. Time will be charged if incremental to operations of building. All rates are billed at a minimum of three hours.

***Disclaimer:** If weather conditions warrant the school grounds be cleared of snow or otherwise readied for use by an outside group, the outside group would be responsible for that extra custodial time.

Building/Facility Usage Fees (1/2 Day Basis) – Non-Profit

| | |
|--|--|
| Kitchen/Cafeteria – Elementary/Middle School | \$10.00 per hour |
| Kitchen/Cafeteria – High School | \$10.00 per hour |
| Gym/Auditorium – Elementary/Middle School | \$10.00 per hour |
| Gym – High School | \$40.00 per hour |
| Auditorium – High School | \$25.00 per hour |
| Library – Elementary/Middle School | \$5.00 per hour |
| Library – High School | \$10.00 per hour |
| Athletic Fields – Elementary/Middle School | No Charge |
| Athletic Fields (Natural) – High School | \$50.00 per hour |
| Athletic Fields (Synthetic Turf) – High School | \$75.00 per hour, plus \$30.00 per hour for lights at night |
| Classroom/Pod – Elementary/Middle School | \$5.00 per hour |
| Classroom – High School | \$5.00 per hour |
| Theater | \$10.00 per hour |
| <i>(AV use in theater may require use of Specialist)</i> | |
| Foyer (if not included in above) | \$50.00 per half day |
| Trash Removal as appropriate | Actual cost of dumpster |
| Other | Fees to be specified |

2. **For – Profit Groups or Non-Profit Groups when Fundraising/Events with admissions fees**

| | <i>Mon-Sat</i> | <i>Sun/Holidays</i> |
|----------------------|--|---------------------|
| Custodial Time* | \$40.00 per hour | \$50.00 per hour |
| Cafeteria Staff Time | \$30.00 per hour | \$40.00 per hour |
| Specialists | \$30.00 per hour | \$40.00 per hour |
| Police Security | Billed by and paid directly to Town Police Dept. | |

Rates are per person per hour or any part of an hour. All rates are billed at a minimum of three hours.

***Disclaimer:** If weather conditions warrant the school grounds be cleared of snow or otherwise readied for use by an outside group, the outside group would be responsible for that extra custodial time.

Building/Facility Usage Fees (1/2 Day Basis)

| | |
|--|--|
| Kitchen/Cafeteria | \$125.00 per half day |
| Gym/Auditorium – Elementary/Middle School | \$125.00 per half day |
| High School | \$900.00 per half day |
| Athletic Fields – Elementary/Middle School | \$125.00 per half day |
| Athletic Fields (Natural) – High School | \$100.00 per hour |
| Athletic Fields (Synthetic Turf) – High School | \$150.00 per hour, plus \$50.00 per hour for lights at night |
| Small Classroom | \$125.00 per half day |
| Large Classroom | \$250.00 per half day |
| Theater – Elementary/Middle School | \$500.00 per half day |
| High School | \$1,000.00 per half day |
| Set up and cleaning fee | \$250.00 |
| <i>(AV use in theater may require use of Specialist)</i> | |
| Foyer (if not included in above) | \$100.00 per half day |
| Trash Removal as appropriate | Actual cost of dumpster |
| Other | Fees to be specified |