



# BETHANY PUBLIC SCHOOL DISTRICT

44 Peck Road, Bethany, CT 06524  
(203) 393-3350 • [www.bethany-ed.org](http://www.bethany-ed.org)

## APPLICATION AND REGULATIONS FOR USE OF SCHOOL FACILITIES

**AUTHORIZATION POLICY:** All use of Bethany Public School District (“BPSD”) facilities (“Facilities”) is to have prior written approval of the school principal or designee (“Principal”). This is to be contingent upon the following criteria:

- A positive educational, cultural or social value is recognized;
- The activity or event is reasonably expected to cause no injuries, damage, destruction, or riot on school property;
- The organization making application understands and agrees to abide by all rules and regulations of the Bethany Board of Education (Board).

If the Principal has any questions or concerns about a particular event, the Superintendent will be consulted. The Superintendent shall have sole, final discretion on issues arising from facilities requests.

**PRIORITY OF USE:** The use of Facilities for school-sponsored activities (“Activities”) shall take priority and precedence over their use by outside organizations. When not being used for Activities, the Facilities shall be available for use by Bethany and Non-Bethany based organizations, as well as state and federal governmental agencies, in order of the following priorities:

1. School-sponsored programs and activities.
2. Activities of school-related organizations (e.g. PTO and similar organizations).
3. Town department or agency activities.
4. Activities of non-profit organizations operating within the Town, other than school-related organizations covered by category #2 above.
5. Activities of for-profit organizations operating within the Town.
6. Out-of-town organizations.

Organizations requesting use of Facilities must submit school use applications, including all supporting documentation, no more than three (3) months prior to the expected use date. This requirement is applicable to all priority organizations listed above, with the exception of those named in #1 and #2 above.

**RENTAL FEES:** Organizations requesting use of Facilities must fill out a School Facilities Request Form (“Request Form”) and be approved by the Principal. When fees are required, payment must be made at the time the permit is issued. **If payment has not been made prior to the event, the permit will be canceled.**

**INSURANCE REQUIREMENTS:** All groups not included under the Bethany Board of Education (“Board”) and/or Town of Bethany (“Town”) Blanket Liability Insurance will be required to furnish evidence of insurance coverage complying with the Town’s requirement of \$1,000,000 Bodily Injury and Property Damage for each Occurrence and \$2,000,000 Aggregate, Automobile Liability with a Combined Single Limit of \$1,000,000 and all policies written on an occurrence form. The Board is to be named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the Board on the General Liability and Auto Liability policies with carriers approved in the State of Connecticut and with a minimum AM Best’s Rating of “A-.” In addition, all carriers are subject to approval by the Board. A Certificate of Insurance must accompany the original Request Form. When a group stages an activity on school property where live animals are present, and/or rides on animals or mechanical devices are provided, the organization will be required to furnish a special insurance policy for this event in the amount of \$1,000,000 Bodily Injury and Property Damage Single Limit Liability. If the contractor whose activity involves the presence of live animals and/or rides on animals or mechanical devices has Liability Insurance in the above amount, the sponsoring organization will not be required to obtain this special policy, provided, accompanying the Request Form, the contractor furnishes the Principal with a certificate of insurance from an insurance company with a Best’s rating classification of B+ or higher, naming the Board as an additional insured. Don’t have insurance? Go to <https://www.intactspecialty.com/entertainment#> and click on “Purchase or Quote” to purchase low-cost insurance for your event.

**PAYMENT OF TAXES/FEES:** The sponsoring organization is responsible for the reporting and payment of all federal, state, and other taxes and/or fees to the appropriate agencies and may not use the Board’s tax number for avoidance of such taxes/fees.

**SUPERVISION:** Adequate supervision of the activity, the participants, and the audience, as well as the care of the facilities, is the responsibility of the organization sponsoring the event. The organization using the Facility must designate a supervisor(s), **who must be present before anyone can enter the Facility** for the event and **who must remain until all participants have vacated the Facility** in order to avoid additional charges. The supervisor(s) will ensure only approved areas are used. Permission must be obtained to move school equipment, other than school furniture (e.g. tables, chairs). The organization is responsible for the return of all school equipment and furniture to its original location.

**TOBACCO PRODUCTS, ALCOHOL,** or any unauthorized or illegal substance is not allowed in or on Facilities. In addition, advertising or decorations promoting them are not permitted. **FOOD/BEVERAGES** are only allowed in designated areas as determined by the Principal. FIRE SAFETY REGULATIONS must be complied with by the organization. **GAMES OF CHANCE** (e.g. bingo, gambling) are not allowed in or on Facilities.

**CUSTODIAL SERVICES:** The Facilities Manager and the Principal will determine if a custodian is required for the event. In general, if the organization is using the Facility during the normal custodial shift, no fee for custodial time will be chargeable to the organization, provided no extra custodial services are generated. If custodial services are required during an event, the custodian will be available to the organization and will remain in the general area being used by the event. Such custodian must be on duty until the event has concluded and the necessary cleanup has been completed. Custodians will be paid at their normal hourly rate in effect on the date of the event. Custodial fees will be paid by the sponsoring organization. Custodians will NOT be required to move scenery, load and unload vehicles, pack and unpack equipment or move musical instruments. Custodians are responsible for setting up equipment provided by the school, cleaning, sweeping, and other routine housekeeping chores only.

**KITCHEN SERVICES:** The kitchen is available for use upon application and approval by organized groups. At least one (1) member of the kitchen staff must be in attendance to aid in the proper use of equipment and to supervise the cleanup following the preparation and consumption of food. The fee for the kitchen worker will be paid for by the organization using the kitchen. Arrangements for use of the kitchen must be made by the organization, through the Principal's office and Cafeteria Manager.

**POLICE AND FIRE DEPARTMENT SERVICES:** Each organization using the facilities shall be responsible for hiring and paying public safety personnel as required by law. It is the organization's responsibility to make these arrangements for services directly with the police and/or fire departments. Proof of notification must be provided to the Principal at least one week before the event.

**PROPER PARKING:** The sponsoring organization assumes responsibility for the proper parking of cars. Fire lanes and handicapped spaces are to be honored.

**GYMNASIUM:** Appropriate footwear must be worn by all persons who use the gymnasium for athletic purposes. No food or beverages are allowed in the gymnasium.

**DAMAGES:** The person(s)/organizations(s) making application for use of the Facilities must indemnify the Board for any damage to or loss of any school property or equipment caused by any person or persons as a result of the use of the facilities.

**CANCELLATION BY THE ORGANIZATION:** In the event of cancellation, the office of the Principal shall be advised as soon as possible, but no later than four (4) hours prior to the time the event was scheduled to begin. The Principal shall notify the Superintendent's Office of any cancellation involving a fee or labor payment. In the event of a cancellation during an evening, weekend, or other time that school is not in session, cancellation notifications must be directed to the Facilities Manager or designee.

**CANCELLATION BY THE SCHOOL:** All Request Forms are issued with the understanding that school activities subsequently scheduled may take precedence in the use of the Facility. Cancellation of an Activity requires approval of the Principal or designee unless an emergency exists.

**REFUND IN CASE OF CANCELLATION:** In the event of a cancellation by the organization or the school, a refund will be made if no expenses have been incurred on behalf of the organization or school. **If the school is closed due to inclement weather, equipment failures, safety concerns, or any other unforeseen reason, the Facility use is automatically canceled,** unless authorized by the Superintendent or designee. Additional charges will be passed onto the requestor. All prepaid fees will be refunded when the event is canceled.

**USE DENIAL:** Facilities use shall be denied if the provisions of this policy are not met. In addition, use may be denied if it is to be judged that the use of the Facilities may produce undue wear and tear on the Facilities, may be detrimental to the public image of the BPSD, or may not be in the best interests of the Board, BPSD or Town.

**VIDEO SURVEILLANCE:** Areas of facilities are equipped with video surveillance.



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## SCHOOL FACILITIES REQUEST FORM

### GENERAL INFORMATION

Organization Requesting Use: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Application Date: \_\_\_\_\_ School Sponsored Activity? Yes No

**NOTE: SMOKING AND THE USE OF ALCOHOLIC BEVERAGES OR ILLEGAL DRUGS ARE PROHIBITED ON SCHOOL PREMISES.**

All required permits must be in order 15 days prior to the event and payment is expected one week before the scheduled date of the event.

<u>Date(s) of Use</u>	<u>Open Building Time</u>	<u>Event Start Time</u>	<u>Event End Time</u>
_____	_____ AM PM	_____ AM PM	_____ AM PM
_____	_____ AM PM	_____ AM PM	_____ AM PM

All participants must exit the building no later than 30 minutes after the event end time.

Approximate number of people expected at event: \_\_\_\_\_

### PERSON RESPONSIBLE FOR EVENT

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

### INSURANCE – A Certificate of Insurance is required

Attached  On File

### EQUIPMENT TO BE SET UP

# of Chairs \_\_\_\_\_ # of Tables \_\_\_\_\_ Podium \_\_\_\_\_ Microphone \_\_\_\_\_

Other \_\_\_\_\_

<b>AREAS TO BE USED</b>			
	<b><u>First Priority</u></b> School Sponsored or School-Related Organizations	<b><u>Second Priority</u></b> Town Activities Non-Profit/Non-School Related Organizations	<b><u>Third Priority</u></b> For-Profit Organizations within the Town Out-of-Town Organizations
Entire School	No Rental Fee	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees
Classroom(s) Room # _____	No Rental Fee	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees
Gymnasium (circle one) Entire North South <b>Maximum Capacity: 300</b>	No Rental Fee	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees
Cafeteria <b>Maximum Capacity: 225</b>	No Rental Fee	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees

	<b>First Priority School Sponsored or School- Related Organizations</b>	<b>Second Priority Town Activities Non-Profit/Non-School Related Organizations</b>	<b>Third Priority For-Profit Organizations within the Town Out-of-Town Organizations</b>
Library/Media Center <b>Maximum Capacity: 85</b>	No Rental Fee	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees
Kitchen (Food Service staff required)	No Rental Fee  One and one-half Worker Regular Pay	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees  One and one-half Worker Regular Pay	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees  One and one-half Worker Regular Pay
Stage	No Rental Fee	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees
Field(s)	No Rental Fee	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees
Other	No Rental Fee	\$25 for first four (4) hours, \$10 each additional hour Custodial Fees	\$50 for first four (4) hours, \$15 each additional hour Custodial Fees

**Checks should be made payable to 'Bethany Public School District.'**

**INDEMNIFICATION AND RELEASE**

This form is valid for a period of one (1) calendar year from the date signed for each application of usage which is made. I hereby agree to obtain all permits and pay all rental fees and associated costs.

In consideration of the permission granted to it by the Board of Education to use the school building, grounds, facilities, and/or equipment, the undersigned, does hereby indemnify and hold harmless the Bethany Board of Education and the Town of Bethany, their employees, agents, contractors and assigns against any and all loss or expense, including attorney's fees, court costs, damages, liability and any other amounts for any and all bodily injuries, including death, and/or for any and all property damage sustained accidentally or otherwise sustained by any person arising out of or connected with the undersigned's use of the school building, grounds, facilities, and/or equipment.

The undersigned further waives the right to initiate and/or pursue in any manner any and all lawsuits and any other claims in any forum against the Bethany Board of Education or the Town of Bethany, its individual Board members, officers, employees, agents, contractors and assigns for any injury or harm connected to the undersigned's use of the Board's facilities, including but not limited to claims for negligent acts or omissions and/or claims for death and/or serious bodily injury and/or claims for property damage.

The undersigned assumes responsibility for any damage to and/or theft or loss of any school District property arising out of the use of the buildings, grounds, facilities, and/or equipment.

The undersigned has read and agrees to abide by the terms of the Bethany Board of Education policies pertaining to use of Board buildings, grounds, facilities, and/or equipment.

\_\_\_\_\_  
Signature of Person Responsible

\_\_\_\_\_  
Date

<b>FOR OFFICE USE ONLY</b>	
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
_____ Signature of Principal or Designee	_____ Date