Wellesley Public Schools

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INSTRUCTIONS TO RENTERS

1. You must submit one complete application package per request. All required forms and supporting documents must be printed and stapled together.

2. Incomplete or illegible applications will be returned and may delay or prevent approval of the request.

3. Prior to submission, carefully read and review the entire application and all additional items including Master Terms and Conditions, Facilities Rental Fee Schedules & Requirements, any applicable addendums, and School Department policies regarding use of facilities and hazing (collectively, the "Application Materials").

4. A photocopy of the driver's license or government-issued photo identification of the sponsoring organization's designated representative must be included with the application.

5. Fees and custodial and house manager charges are payable on receipt of invoice and due within thirty (30) days of invoice date. The School Department requires a certified check in the amount of $1,000.00 at the time of the rental application as a security deposit for the Middle and High School Auditoriums. Deposits may also be required for other rental requests at the School Department's discretion.

6. Completed applications must be received by the Business Office no later than ten (10) days prior to the beginning of the rental period.

7. A certificate of insurance specific to the requested rental and meeting the required coverage limits must be received by the Business Office at least one (1) week prior to the beginning of the rental period. The certificate must name the Town of Wellesley or Wellesley Public Schools as an Additional Insured. Insurance requirements are further described in the Application Materials.

8. Sponsoring organizations requesting non-profit rates must submit documentation verifying their non-profit status.

9. Completed application packets shall be submitted to the Business Office at 40 Kingsbury Street, Wellesley, MA 02481.

10. Questions regarding facility rentals should be directed to rentals@wellesleyma.gov or 781-446-6210 ext. 5619.

File: KF - COMMUNITY USE OF SCHOOL FACILITIES

It is the School Committee's desire that use of school property be enjoyed by the townspeople. It is the Committee's intent that such use will maintain safe conditions and preserve the property for school program use.

Use of school buildings and other facilities by organizations will be permitted only when a worthy educational, civic, or charitable purpose will be served.

School facilities will be used according to the regulations and rental fee schedules recommended by the Superintendent and approved by the School Committee.

Permission for the use of facilities must be obtained through the office of the Superintendent of Schools or designee, where applications are available for this purpose.

Eligibility

School facilities will be available for the following:

1. Public school activities
2. Parent-teacher activities
3. Official town public hearings and political activities
4. Meetings and activities sponsored by the School Committee and school personnel
5. Local nonprofit and noncommercial organization activities
6. The activities of other organizations when approved by the School Committee

School and Town Preference

The priority given requests for use of school facilities will be as follows:

1. School activities
2. Town Meetings and elections over all other activities
3. Town department needs
4. All other community activities

Refer to https://wellesleyps.org/district-information/facilities-rental/ for rental categories, rates, terms and agreements, and permit application.

LEGAL REFS.: M.G.L. 71:71; 71:71B; 272:40A

Voted: February 6, 2018

File: JICFA - PROHIBITION OF HAZING

In accordance with Massachusetts General Laws, Chapter 536 of the Acts of 1985, the School Committee hereby deems that no student, employee or school organization shall engage in the activity of hazing a student while on or off school property, or at a school sponsored event regardless of the location. No organization that uses the facilities or grounds under the control of the School Committee shall engage in the activity of hazing any person while on school property.

Any student who observes what appears to them to be the activity of hazing another student or person should report such information to the Principal including the time, date, location, names of identifiable participants and the types of behavior exhibited. Students and employees of the District are obligated by law to report incidents of hazing to the police department.

Any student who is present at a hazing has the obligation to report such an incident. Failure to do so may result in disciplinary action by the school against that student and could involve suspension from school for up to three days.

Any student who participates in the hazing of another student or other person may, upon the approval of the Superintendent of Schools, be suspended from school for up to ten (10) school days.

Any student determined by the Principal to be the organizer of a hazing activity may be recommended for expulsion from school but will receive no less disciplinary action than that of a participant.

In all cases relating to hazing, students will receive procedural due process.

LEGAL REFS.: M.G.L. 269:17; 269:18; 269:19

Voted: June 21, 2016

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RENTAL AGREEMENT

MASTER TERMS AND CONDITIONS

These Master Terms and Conditions ("Master Terms") govern the use of any facilities owned, leased, or controlled by the Wellesley School Committee and the Wellesley Public Schools (collectively, "School Department"). All renting sponsoring organizations ("renter/s") are required to comply with these Master Terms. All renters must comply with the requirements set forth in the Facilities Rental Fee Schedules & Requirements ("Fee Schedule") as applicable; the Fee Schedule is incorporated by reference into these Master Terms. Additional requirements in the form of an Addendum to these Master Terms may apply depending on the purpose of the rental.

A. Authority and Permit Requirements; Revocation/Refunds: All use of facilities require a Facility Use Permit ("permit") issued by the rental coordinator, for all rental events, functions, and usage of facilities. A copy of the permit shall be held on-site by the renter's Designated Representative during the rental period and shall be shown to School Department or Town of Wellesley ("Town") representatives when requested. Permits may be revoked at any time if, in the judgment of the School Department's designee, the use is inconsistent with School Committee policy, public safety, public health, or School Department operations. No refunds will be issued for any revocation of a permit.

The School Department may rent separate space within a facility to more than one renter at any one time. Each renter shall abide by these Master Terms and the conditions associated with their permit and shall share common space such as hallways and bathrooms as necessary.

B. Rental Application Requirements and Denials: Information regarding rental of facilities can be found on the Wellesley Public Schools website. As part of the rental request, the following items shall be completed and submitted to the rental coordinator as one package (incomplete or incorrect submittals will not be evaluated): "Application for Building and Facility Use" (the "Application"), Hazing Law Policy, copy of Designated Representative's driver's license, and any other form that the Application requires. Rental requests must be received by the rental coordinator **at least 10 days before the date of the rental request.** No permits will be issued to a Designated Representative under 21 years of age. Applications are also required to be filed for use of School Department facilities as backup rain site; no charges will apply unless the site is actually used.

To the extent permitted by law, the School Department may deny an Application if the renter or Designated Representative has on prior occasions made material misrepresentation regarding the nature or scope of an event or activity previously permitted, or has violated the terms of prior approvals or issued permits. The School Department may also deny an Application if:

1. The Application (including any required attachments or submissions) is incomplete;
2. The Designated Representative has not tendered the required Application fee, security deposit, insurance certificate, or other required documentation;
3. The Application contains a material falsehood or misrepresentation;

4. The Designated Representative is legally incompetent to submit the Application or bind the renter;
5. The Applicant or Designated Representative has on prior occasions damaged School Department property and has not paid in full for such damage;
6. The Applicant or Designated Representative has on prior occasions failed to comply with School Department rules and procedures or has acted in a manner that the School Department or its designee found to have endangered public health, safety, or welfare of the event participants and attendees;
7. The use or activity intended by the renter would conflict with previously planned programming scheduled for the same time and place;
8. The proposed use or activity is prohibited or inconsistent with the use of School Department property, the Fee Schedule, or the Master Terms and addenda;
9. The use or activity intended would present an unreasonable danger to the health or safety of the users of School Department property or the public;
10. The use or activity intended by the applicant is prohibited by federal, state, or local law, bylaw, or regulation.

C. Fees, Deposits, and Damage: Rental fees, custodial charges, and house manager charges are payable upon receipt of invoice and due within thirty (30) days of invoice date. Activities and events shall not cause extraordinary wear and tear to the existing building structure, furnishings, or surrounding grounds. Security deposits may be required and retained to offset the cost of damage beyond ordinary wear and tear. The School Department requires a certified check in the amount of $1,000.00 at the time of the rental application as a security deposit for the Middle and High School Auditoriums. Deposits may also be required for other rental requests at the School Department's discretion. The renter shall be responsible for all costs associated with repair or replacement of damaged property that occurred during the activity or event as determined by the school custodian or rental coordinator. Failure to pay damages within thirty (30) days of receiving demand for such payment from the School Department shall result in immediate cancellation of the renter's current and future rentals, and may result in legal action.

D. Designated Representative: Each renter shall designate one individual, age twenty-one (21) or older, as the Designated Representative, who shall have the legal authority to bind the renter to all terms, conditions, and requirements concerning the rental. The Designated Representative shall be the renter's only point of contact with the School Department for scheduling and rental coordination purposes.

E. Insurance Requirements: Unless waived in writing by a designated representative of the School Department, all renters~~,~~ shall maintain commercial general liability insurance with limits of not less than $1,000,000 per occurrence and $3,000,000 aggregate. The Town and Wellesley Public Schools shall be named as Additional Insureds for the duration of the permitted use. Copies of the Certificate of Insurance shall be filed with the School Department's rental coordinator no later than one (1) week prior to the beginning of the rental period. This paragraph does not apply to renters who are classified as Class I renters in the Fee Schedule.

F. Cancellations: The School Department reserves the right to cancel or move the location of all rentals, as may be required, due to weather conditions, emergencies, unavailable custodial staff, or other unanticipated occurrences. All rental activities will automatically be cancelled if the Wellesley Public Schools cancels school for the day. 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 inclement weather is forecasted.

The renter may cancel or modify an anticipated rental by submitting a written request for cancellation or modification ("change request") to an approved permit. The change request must be received at the rental coordinator's office no later than 9:00 am three (3) business days prior to the event or rental start date in order to avoid charges for applicable custodial coverage and house manager services. It is the responsibility of the renter to verify receipt of the change request by emailing rentals@wellesleyma.gov or by calling 781-446-6210 ext. 5619.

G. Use Restrictions, Supervision, and Conduct: Use of facilities is limited to approved areas and purposes. Food and drink is permitted only when indicated on an approved Application and in designated areas. Shirts and shoes shall be worn at all times, and appropriate athletic shoes shall be used on athletic floors. For the protection of walls, lights, fixtures and floor surfaces, hardball sports will not be permitted in any School Department facility. 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. Repeated damage caused by these sports may result in permit revocation.

Use or possession of alcohol, illegal drugs or weapons (including knives and firearms) is prohibited on School Department property. Smoking and use of tobacco products (including vaping devices and e-cigarettes) is prohibited in all School Department buildings and property. Gambling and other illegal conduct are prohibited; permits will not be issued for events involving games of chance such as "Las Vegas Night" or "Casino Night." Renters shall ensure orderly conduct of participants and guests. Rude, offensive, or illegal behavior or language by any attendees or participants shall be considered grounds for immediate revocation of the permit.

Renters are solely responsible for supervision of attendees and participants. Under no circumstances shall the Town, School Department, or its staff, agents, or representatives be deemed supervisors of the renter's activities. 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 or Designated Representative shall notify the school's custodian or house manager that they have arrived and identify themselves as the supervisor. The supervisor must remain on-site for the duration of the rental. 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. Bullying and Hazing Prevention: Bullying (including cyber-bullying) and hazing is prohibited regardless of whether such activity occurs on or off School Department property or through the use of technology or electronic devices. For purposes of these Master Terms, "bullying" is behavior that creates a hostile environment for the target; infringes rights of the target on School Department property; and/or materially and substantially disrupts the orderly operation of the activity or event. "Hazing" is defined in Policy JICFA. All renters must comply with School Department anti-hazing policies and procedures; the Designated Representative must affirm such compliance as part of the Application. Any reported or suspected bullying and hazing behavior may result in immediate suspension of the permit.

I. Arrival/Departure Time and School Department Access: The facilities shall only be made available for the hours shown on the permit. Renters must abide by these conditions, and the rental coordinator may end any event that has gone past the permit time. Generally, rentals shall not begin before 7:00 am or extend beyond 10:00 pm. School Department and Town staff,

agents, or representatives shall have access to all School Department facilities during the event or activity.

J. Rental Permit Boundaries: The renter and its supervisor(s) shall ensure that attendees or participants of the activity or event not enter facility areas that are outside of the rented space or associated common space, such as bathrooms and hallways (the "unauthorized area"). It is the responsibility of the rental supervisor to notify the School Department custodian on duty when trespassers or uninvited guests are found anywhere in the facility. It is the responsibility of the rental supervisor to notify the School Department custodian on duty if it learns that attendees or participants access an unauthorized area. Failure to provide such notification may result in the immediate termination of the permit.

K. 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 and parking lots will be negotiated with the rental coordinator's office on an as-needed basis.

L. 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 handicapped spaces without an appropriate placard, or in other areas which the School Department or Town officials deem to create safety or traffic concerns, will be ticketed and/or towed from the site at no cost to the School Department.

M. Miscellaneous Requirements: Renters cannot store equipment or materials at the facility without prior School Department approval. The School Department takes no responsibility for any equipment brought into or left at the facilities. Decorations are permitted only if they conform to state and Wellesley Fire Department regulations and do not interfere with the regular school programming. Nothing should be pinned to curtains or drapes, nailed to floors or walls, or tacked or stapled to walls. Any tape or adhesive materials must be completely removed at the end of the rental period.

Only school custodians are allowed to control heating and cooling functions within rented space.

N. Accessibility: The School Department is responsible for maintaining the physical accessibility of facilities. Renters are responsible for providing reasonable programmatic accommodations related to their activities. If a program participant requires physical accessibility accommodation, the renter shall inform the rental coordinator within twenty-four (24) hours of the request.

O. Assumption of Risk: Use of School Department facilities involve inherent risks. Renters and participants voluntarily assume all risks associated with the permitted use. School buildings, facilities and equipment shall be accepted by renters in their existing "as-is" condition. Reasonable repair attempts will be made where possible to facilitate rentals upon advanced notice to the rental coordinator.

P. Indemnification and Hold Harmless: On behalf of the renter, the Designated Representative is required to affirm and sign an Indemnification and Hold Harmless provision as part of the Application. By allowing the Designated Representative to submit the Application on its behalf, the renter is bound by the indemnification and hold harmless provisions.

Q. <u>Effect of Application Submission</u>: By submitting the Application, the renter agrees to comply with all applicable federal, state, and local laws and regulations concerning the use of the facility and the programmatic activity.

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RECREATION CAMP ADDENDUM

This recreation camp addendum applies to any rental involving a recreation camp subject to 105 CMR 430 et seq. and all youth sporting organizations as applicable.

A. **Camp Operator**: The renter is the sole operator of the camp. The Town and School Department do not sponsor, operate, supervise, or otherwise control camp activities.

B. **Compliance with State and Local Requirements:** The renter represents and warrants that it complies with all applicable state and local requirements, including 105 CMR 430 et seq. for recreational camps, and any and all applicable requirements set forth by the Wellesley Health Department, Town Board of Health, and Massachusetts Department of Public Health. The renter acknowledges that Town and School Department staff, agents, and representatives may access the rental site, with or without notice, to ensure such compliance. Instances of non-compliance may result in the revocation of the Facility Use Permit upon notice of such finding of non-compliance, in the event that such non-compliance is deemed to endanger the health, safety, or welfare of camp or activity participants.

C. **Supervision:** In addition to the supervision requirements required by the Master Terms, recreation camps must additionally provide enhanced supervision appropriate to the age of campers and the nature of activities, including continuous adult supervision during all camp hours and transitions.

D. **Background Checks:** The renter represents that all staff and volunteers with direct and unmonitored contact with minors have undergone all background checks required by applicable law, including CORI and SORI where applicable. The renter certifies that all staff and volunteers are appropriately trained in child safety, abuse prevention, and emergency response.

E. **Participant Liability Waivers:** The renter shall obtain written waivers and releases from all adult participants and from the parents or legal guardians of all minor participants, releasing the Town and the School Department, to the fullest extent permitted by Massachusetts law, for all claims arising from the renter's use of the facility.

F. **Mandated Reporter Compliance:** To the extent applicable, the renter acknowledges its responsibility to comply with Massachusetts mandated reporter laws, including G.L., c. 119, sec. 51A.

G. **Emergency Contact Information:** The renter shall maintain emergency contact information for minors.

H. **Emergency Procedures:** The renter shall maintain written policies and procedures addressing medical care, allergies, medication administration, emergency response, evacuation, and severe weather, which shall be produced to the School Department's designee upon request.

I. **Recreation Camp Insurance Requirements:** In addition to the insurance required under the Master Terms, camp operators shall maintain commercial general liability insurance with limits

of not less than $2,000,000 per occurrence and $5,000,000 aggregate, or such higher limits as may be required by the School Department.

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YOUTH SPORTS ADDENDUM

This addendum applies to any Class II-IV rentals involving a youth sports program.

A. **Official Operator**: The renter is the sole operator of the program. The Town and School Department do not sponsor, operate, supervise, or otherwise control sports program activities.

B. **Compliance with State and Local Requirements:** The renter represents and warrants that it complies with all applicable state and local requirements, including any and all applicable requirements set forth by the Wellesley Health Department, Town Board of Health, and Massachusetts Department of Public Health. The renter acknowledges that Town and School Department staff, agents, and representatives may access the rental site, with or without notice, to ensure such compliance. Instances of non-compliance may result in the revocation of the Facility Use Permit upon notice of such finding of non-compliance, in the event that such non-compliance is deemed to endanger the health, safety, or welfare of program participants.

C. **Supervision:** In addition to the supervision requirements required by the Master Terms, sports programs must additionally provide enhanced supervision appropriate to the age of participants and the nature of activities, including continuous adult supervision during all youth sports hours and transitions.

D. **Background Checks:** The renter represents that all staff and volunteers with direct and unmonitored contact with minors have undergone all background checks required by applicable law, including CORI and SORI where applicable. The renter certifies that all staff and volunteers are appropriately trained in child safety, abuse prevention, and emergency response.

E. **Participant Liability Waivers:** The renter shall obtain written waivers and releases from all adult participants and from the parents or legal guardians of all minor participants, releasing the Town and the School Department, to the fullest extent permitted by Massachusetts law, for all claims arising from the renter's use of the facility.

F. **Mandated Reporter Compliance:** To the extent applicable, the renter acknowledges its responsibility to comply with Massachusetts mandated reporter laws, including G.L., c. 119, sec. 51A.

G. **Emergency Contact Information:** The renter shall maintain emergency contact information for minors.

H. **Emergency Procedures:** The renter shall maintain written policies addressing medical care, emergency response, evacuation, and severe weather, which shall be produced to the School Department's designee upon request.

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WELLESLEY HIGH SCHOOL FACILITY USE ADDENDUM

In addition to the requirements set forth in the Master Terms, the renter is responsible for complying with the following additional terms and conditions if renting space at the Wellesley High School.

A. Food and Drink: Food and drink will only be permitted in the cafeteria. Only water will be permitted in the gymnasium.

B. Occupancy Capacities: The high school has the following occupancy capacities:

a. Auditorium: 686seats, including 5 transfer seats, plus 4 wheelchair spaces, with 15 house left swivel seats with space for a wheelchair to the left of them
b. Auditorium stage: 76' wide by 32' deep (48' by 25' high proscenium) with full fly space height
c. Gymnasium: 18,700 sq. ft. – 1 main basketball court or 3 full size cross-courts
d. Gymnasium Bleacher Seating: 1,098 seats including wheelchair spaces
e. Cafeteria: 9,500 sq. ft. – 525 seat capacity

C. Auditorium Requirements: An Auditorium House Manager is required for rental in this space. The 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. The 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. Designated Representatives must submit details of proposed auditorium use (dance, play, show, meeting, etc.) on the Application. Equipment must be set up and removed within the rental period. Under no circumstances shall the renter nail materials into the stage or use open flames or pyrotechnics. All materials used in the auditorium shall be flame retardant. Renters are solely responsible for seeking required permission from the Wellesley Fire Department as necessary for stage performances.

D. Gymnasium Requirements: A Gymnasium House Manager is required for rental in this space when use of projection or wireless microphone systems is requested. The equipment that may be used includes: Speaker system with microphone, bleachers, chairs, tables, and scoreboard (renter must provide their own controller). The Men's Room (A205) and Women's Locker Room can be rented separately. Either one-third or the entire gymnasium can be rented. Hardball sports and floor hockey are prohibited. No tape shall be added to the floor.

E. Cafeteria Requirements: A Cafeteria House Manager is required for rental in this space when use of projection or wireless microphone systems is requested. Renters, participants, and attendees are not allowed to use the cafeteria kitchen or kitchen equipment unless such use has been noted and approved on the Application.

F. Prohibited Rental Space: The Fitness Center, Dance Studio, Wrestling Rooms, Wood Shop, Maker Space, Art Rooms and Photography Rooms are not available for rent.

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WELLESLEY MIDDLE SCHOOL FACILITY USE ADDENDUM

In addition to the requirements set forth in the Master Terms, the renter is responsible for complying with the following additional terms and conditions if renting space at the Wellesley Middle School.

A. Food and Drink: Food and drink will only be permitted in the cafeteria. Only water will be permitted in the gymnasium.

B. Occupancy Capacities: The high school has the following occupancy capacities:

a. Auditorium: 836 seats, plus 10 wheelchair spaces
b. Auditorium stage: 63' wide by 30' deep (38'4" by 16'3" high proscenium) with no fly space, all stage rigging dead hug – no moveable sets
c. Gymnasium A: 7,000 sq. ft. – 1 main basketball court or 2 full size cross-courts
d. Gymnasium A Bleacher Seating: 400-500 seats with room for wheelchairs
e. Gymnasium B: 4,800 sq. ft. – 1 main basketball court or 2 full size cross-courts
f. Gymnasium B Bleacher Seating: No bleacher seating or room to sit
g. Cafeteria: 7,400 sq. ft. – 400 seat capacity

C. Auditorium Requirements: An Auditorium House Manager is required for rental in this space. The 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. The rental of the auditorium shall include the following ancillary spaces: and restrooms. Classrooms can be rented if additional space is needed. Designated Representatives must submit details of proposed auditorium use (dance, play, show, meeting, etc.) on the Application. Equipment must be set up and removed within the rental period. Under no circumstances shall the renter nail materials into the stage or use open flames or pyrotechnics. All materials used in the auditorium shall be flame retardant. Renters are solely responsible for seeking required permission from the Wellesley Fire Department as necessary for stage performances.

D. Gymnasium Requirements: A Gymnasium House Manager is required for rental in this space when use of projection or wireless microphone systems is requested. The equipment that may be used includes: Speaker system with microphone, bleachers, chairs, tables, scoreboard, and scoreboard controller. Hardball sports and floor hockey are prohibited. No tape shall be added to the floor.

E. Cafeteria Requirements: A Cafeteria House Manager is required for rental in this space when use of projection or wireless microphone systems is requested. Renters, participants, and attendees are not allowed to use the cafeteria kitchen or kitchen equipment unless such use has been noted and approved on the Application.

F. Prohibited Rental Space: The Fitness Center, Dance Studio, Wrestling Rooms, Wood Shop, Maker Space, Art Rooms, Photography Rooms, and Locker Rooms are not available for rent.

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FACILITIES RENTAL FEE SCHEDULES & REQUIREMENTS

CLASS I

School Department Related and Town Department Governmental Functions

Class I includes the School Department and Town Departments. School or Town Department is defined as a department, committee, or commission that is subject to appropriation by Town Meeting or exists as a requirement of state statute. An extension of this includes organizations which are independent from the government structure but are integral to the function or operation of the Town, as determined by the School Committee. Incidental recreational/social use by School Department employees will not be considered rental use, so long as such use does not interfere with building use or other building rentals and does not require custodial support subject to the approval of the rental coordinator. In all other cases School or Town employees desiring to rent school facilities will be considered Class II or Class III. Town departments that charge a fee for participation in an activity that operates in a school facility will be considered Class II or Class III, depending on the size of the program.

Class I also includes recognized Non-Profit Parent Groups that provide financial support to school programs: Parents who formally organize as a Parent Teacher Organization (PTO) will be treated as a School Department committee. Although some of these groups, may or may not be non-profit organizations formed by parents and independent of public schools and/or controlled by schools, school districts, and school employees, their mission is to support and fund enrichment and curriculum standards for Non-profit Parent Groups that form for a specific and narrow purpose to support a specific extracurricular activity in which a student participates (e.g., performing arts or sports) where the majority of the funds are used to support only that specific extracurricular activity would also be included in this definition provided it is a student organization recognized by the Principal. Examples of these parent groups are Parents of Performing Arts (POPS), Gridiron Club, Friends of Wellesley Track & Field, Diamond Club, Hoop Club, or other similar groups, as deemed appropriate by the School Committee.

Rental Fees and Other Charges

1. **Rental Fee**: Class I organizations are not charged a rental fee.

2. **Custodial Charges**: Custodians are responsible for the care of the School Department's buildings, equipment and facilities. Typically, there is no custodial charge for Class I organizations when programs or activities take place when custodians are working in the building during their normal shifts. A minimum 1.5 hours for custodial services, depending on the nature and size of the event, will be assessed for events that involve food, such as banquets, or for outdoor events, that require building access.

3. **Food Service Charges**: Cafeteria rentals do not include use of or equipment in the kitchen, unless included and approved in the permit. If approved in the permit, use of the kitchen for any function will require Food Service personnel to be assigned due to health codes and School Department liability.

4. **Technology Operation Charges**: Technology House Managers oversee the use of computers, Smart Boards, projectors, DVD players and related technology. The Technology House Manager charge of $35.96/hour [effective July 1, 2024, and adjusted to reflect contractual rates in effect at the time of rental] apply to Class I when the auditorium or other school space is reserved and the Class I organization requests use of technology equipment in these spaces. House Manager shall be present for the entire duration of the rental period, plus one-half hour before and one-half hour after the rental for set-up and close-out procedures.

5. **Auditorium Operation Charges**: Auditorium House Manager charges of $35.96/hour apply to Class I when this space is reserved at the Middle or High School and the organization requests use of control room, lighting, audio board, rigging or other equipment in this space. House Manager shall be present for the entire duration of the rental period, plus one-half hour before and one-half hour after the rental for set-up and close-out procedures. Auditorium House Manager rate is subject to change based on contractual or approved increases in effect at the time of rental.

School Facility	Rental Fees	Custodial Charges*
Classroom / Library	$0	$0
1/3 Gymnasium	$0	$0
Full Gymnasium	$0	$0
Locker Rooms (each)	$0	$0
Auditorium	$0	$0
Cafeteria	$0	$0

*Custodial rates based on the current contract in effect at the time will be applied, if custodial charges are assessed. A minimum of 1.5 hours will be charged if custodial services are required.

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FACILITIES RENTAL FEE SCHEDULES & REQUIREMENTS

CLASS II

Programs and Activities with 25 or Fewer Participants*
***Participants shall include visitors/guests/spectators of the event.**

Organizations in Class II include non-profit groups, organizations or activities, Town of Wellesley Recreation Department programs that charge participants a fee, or other similar groups such as Community Investors, Wellesley Little League, Wellesley United Soccer, and Wellesley Metrowest Basketball Association. Class II organizations shall be comprised of Wellesley residents and/or WPS students. When actual participant totals at the event exceed 25, Class III rental and custodial charges will apply.

Rental Fees and Other Charges

1. **Rental Fee**: Class II organizations are charged a reduced rental fee according to the table below. **Minimum rental period is 2 hours** and rentals shall be scheduled in full hour increments.

2. **Custodial Charges**: Custodians are responsible for the care of the School Department's buildings, equipment and facilities. There is no custodial charge for Class II organizations when programs or activities take place in classrooms while custodians are working in the building during their normal shifts. No custodial charges assume that no custodial services are required, including but not limited to set up, break down, clean up, trash removal, or other associated support to the rental. When custodial services are required, there will be a minimum overtime charge of one hour. A minimum one-hour custodial charge will always apply for use of a cafeteria or gymnasium or the Middle School and High School auditoriums. Refer to the Class II schedule for more details. If a rental is scheduled when custodians are not on duty (e.g., weeknights during a school vacation period, summer, Saturdays, Sundays, holidays), a minimum one hour of custodial time in addition to the rental period for the event shall apply (for example, a minimum custodial charge of four hours will be charged if a rental is for three hours.) The overtime rate based on the current custodial contract in effect will apply when custodial charges are assessed Monday through Saturday. The double-time rate for custodial details will be charged for all rentals on Sundays and holidays.

3. **Food Service Charges**: Cafeteria rentals do not include use of or equipment in the kitchen, unless included and approved in the permit. If approved in the permit, use of the kitchen for any function will require Food Service personnel to be assigned due to health codes and School Department liability.

4. **Technology Operation Charges**: Technology House Managers oversee the use of computers, Smart Boards, projectors, DVD players and related technology. The Technology House Manager charge is $35.96/hour [effective July 1, 2024, and adjusted to reflect contractual rates in effect at the time of rental] apply to Class II when the High School auditorium, library, or other High School space is reserved and the Class II organization requests use of technology equipment in

these spaces. House Manager shall be present for the entire duration of the rental period, plus one-half hour before and one-half hour after the rental for set-up and close-out procedures.

5. **Auditorium Operation Charges**: Auditorium House Manager charges of $35.96/hour apply to Class II when this space is reserved at the Middle or High School and the organization requests use of control room, lighting, audio board, rigging or other equipment in this space. House Manager shall be present for the entire duration of the rental period, plus one-half hour before and one-half hour after the rental for set-up and close-out procedures. Auditorium House Manager rate is subject to change based on contractual or approved increases in effect at the time of rental.

	Rental Fees		
School Facility	**Elementary Schools**	**Middle School**	**High School**
Classroom / Library	$5 / hour	$5 / hour	$20 / hour
1/3 Gymnasium	N/A	N/A	$35 / hour
Full Gymnasium	$40 / hour Hardy/Hunnewell/Sprague	$35 / hour – Gym A	$70 / hour
	$25 / hour Bates/Fiske/Schofield	$35 / hour – Gym B	
Locker Rooms (each)	N/A	$25 / hour	$25 / hour
Auditorium**	N/A	$35 / hour	$90 / hour
Cafeteria	$25 / hour	$25 / hour	$40 / hour

** Requires a $1,000.00 security deposit.

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FACILITIES RENTAL FEE SCHEDULES & REQUIREMENTS

CLASS III

Programs and Activities with Greater Than 25 Participants*
***Participants shall include visitors/guest/spectators of the event.**

Organizations in Class III include non-profit groups, organizations or activities, Town of Wellesley Recreation Department programs that charge participants a fee, or other similar groups such as Community Investors, Wellesley Little League, Wellesley United Soccer, and Wellesley Metrowest Basketball Association. Class III organizations shall be comprised of Wellesley residents and/or WPS students.

Rental Fees and Other Charges

1. **Rental Fee**: Class III organizations are charged a rental fee according to the table below. **Minimum rental period is 2 hours** and rentals shall be scheduled in full hour increments.

2. **Custodial Charges**: Custodians are responsible for the care of the School Department's buildings, equipment and facilities. There is a minimum one and one half (1.5) hour custodial charge for Class III organizations scheduled Monday through Friday; there is a minimum three (3) hours custodial charge (one hour in addition to the minimum two-hour rental period) for all rentals on Saturdays, Sundays and holidays, as well as when custodians are not on duty. The overtime rate based on the current custodial contract in effect will apply whenever facilities are rented Monday through Saturday. The double-time rate for custodial details will be charged for all rentals on Sundays and holidays. The School Department may assign additional custodial support due to the size and nature of an event, and the additional cost will be charged to the renter.

   Additional custodial support is required for events involving food and significant setup/breakdown such as banquets, and large groups, depending on the nature and impact of the activity. The general guideline for additional custodial support is as follows: less than 100 people in attendance, one (1) custodian; between 100-300 people in attendance, two (2) custodians; between 300-600 people in attendance, three (3) custodians; between 600-900 people in attendance, four (4) custodians; and over 900 people in attendance, five (5) custodians. Estimated hours of custodial service will be provided to the Rental Coordinator by FMD for significant rentals due to large attendance and/or the nature of the event.

   Renter is responsible for contacting the Wellesley Police and Fire Departments, at the time the permit is approved, to make the necessary arrangements and is responsible for paying for the cost of all details that may be required by either department. Renter should notify the Police Department if attendance is expected to exceed approximately 200 people or if parking demand may exceed available on-site capacity. Police details may be required for events expected to generate significant traffic, require parking control, or involve large crowds.

3. **Food Service Charges**: Cafeteria rentals do not include use of or equipment in the kitchen, unless included and approved in the permit. If approved in the permit, use of the kitchen for any

function will require Food Service personnel to be assigned due to health codes and School Department liability.

4. **Technology Operation Charges**: Technology House Managers oversee the use of computers, Smart Boards, projectors, DVD players and related technology. The Technology House Manager charge is $35.96/hour [effective July 1, 2024, and adjusted to reflect contractual rates in effect at the time of rental] apply to Class III when the High School auditorium, library, or other High School space is reserved and the Class Ill organization requests use of technology equipment in these spaces. House Manager shall be present for the entire duration of the rental period, plus one-half hour before and one-half hour after the rental for set-up and close-out procedures.

5. **Auditorium Operation Charges**: Auditorium House Manager charges of $35.96/hour apply to Class III when this space is reserved at the Middle or High School and the organization requests use of control room, lighting, audio board, rigging or other equipment in this space. House Manager shall be present for the entire duration of the rental period, plus one-half hour before and one-half hour after the rental for set-up and close-out procedures. Auditorium House Manager rate is subject to change based on contractual or approved increases in effect at the time of rental.

	Rental Fees		
School Facility	**Elementary Schools**	**Middle School**	**High School**
Classroom / Library	$5 / hour	$5 / hour	$20 / hour
1/3 Gymnasium	N/A	N/A	$35 / hour
Full Gymnasium	$40 / hour Hardy/Hunnewell/Sprague	$35 / hour – Gym A	$70 / hour
	$25 / hour Bates/Fiske/Schofield	$35 / hour – Gym B	
Locker Rooms (each)	N/A	$25 / hour	$25 / hour
Auditorium**	N/A	$35 / hour	$90 / hour
Cafeteria	$25 / hour	$25 / hour	$40 / hour

** Requires a $1,000.00 security deposit.

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FACILITIES RENTAL FEE SCHEDULES & REQUIREMENTS

CLASS IV

All Other Non-Wellesley and For-Profit Groups, Organizations and Activities

This includes all groups, organizations or activities which do not meet the requirements of Class I, II, or III, including: individuals, private and commercial groups, societies, religious organizations, and registered public charities*.

* Non-profits or registered public charities operating a **one-time** fundraising event for the exclusive benefit of the Wellesley Public Schools may be considered as Class I if approved by School Committee.

Rental Fees and Other Charges

1. **Rental Fee**: Class IV organizations are charged a rental fee according to the table below. **Minimum rental period is 2 hours** and rentals shall be scheduled in full hour increments.

2. **Custodial Charges**: Custodians are responsible for the care of the School Department's buildings, equipment and facilities. Custodial charges will apply to all rentals. A minimum of one hour of custodial time in addition to the rental period for the event shall apply to allow for opening, setting up and closing of the facility. ***Note: Minimum custodial charges will be three (3) hours, due to the 2-hour minimum rental.*** The overtime rate based on the current custodial contract will apply to custodial charges whenever facilities are rented Monday through Saturday. The double-time rate for custodial details will be charged for all rentals on Sundays and holidays.

   Additional custodial support is required for events involving food and significant setup/breakdown, such as banquets, and large groups, depending on the nature and impact of the activity. General guidelines for custodial charges are: less than 100 people in attendance, one (1) custodian will be required; between 100-300 people in attendance, two (2) custodians; between 300-600 people in attendance three (3) custodians; between 600-900 people in attendance four (4) custodians; and over 900 people in attendance five (5) custodians will be required. Estimated hours of custodial service will be provided to the Rental Coordinator by FMD for significant rentals due to large attendance and/or the nature of the event.

   Renter is responsible for contacting the Wellesley Police and Fire Departments, at the time the permit is approved, to make the necessary arrangements and is responsible for paying for the cost of all details that may be required by either department. Renter should notify the Police Department if attendance is expected to exceed approximately 200 people or if parking demand may exceed available on-site capacity. Police details may be required for events expected to generate significant traffic, require parking control, or involve large crowds.

3. **Food Service Charges**: Cafeteria rentals do not include use of or equipment in the kitchen, unless included and approved in the permit. If approved in the permit, use of the kitchen for any function will require Food Service personnel to be assigned due to health codes and School Department liability.

4. **Technology Operation Charges**: Technology House Managers oversee the use of computers, Smart Boards, projectors, DVD players and related technology. The Technology House Manager charge is $35.96/hour [effective July 1, 2024, and adjusted annually thereafter to reflect increases in contractual rates] apply to Class IV when the High School auditorium, library, or other High School space is reserved and the Class IV organization requests use of technology equipment in these spaces. House Manager shall be present for the entire duration of the rental period, plus one-half hour before and one-half hour after the rental for set-up and close-out procedures.

5. **Auditorium Operation Charges**: Auditorium House Manager charges of $35.96/hour apply to Class IV when this space is reserved at the Middle or High School and the organization requests use of control room, lighting, audio board, rigging or other equipment in this space. House Manager shall be present for the entire duration of the rental period, plus one-half hour before and one-half hour after the rental for set-up and close-out procedures. Auditorium House Manager rate is subject to change based on contractual or approved increases in effect at the time of rental.

	Rental Fees		
School Facility	**Elementary Schools**	**Middle School**	**High School**
Classroom / Library	$35 / hour	$35 / hour	$60 / hour
1/3 Gymnasium	N/A	N/A	$85 / hour
Full Gymnasium	$100 / hour Hardy/Hunnewell/Sprague	$85 / hour – Gym A	$190 / hour
	$60 / hour Bates/Fiske/Schofield	$85 / hour – Gym B	
Locker Rooms (each)	N/A	$75 / hour	$75 / hour
Auditorium**	N/A	$100 / hour	$260 / hour
Cafeteria	$45 / hour	$60 / hour	$125 / hour

** Requires a $1,000.00 security deposit.

Wellesley Public Schools

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APPLICATION FOR BUILDING RENTAL AND FACILITY USE

40 Kingsbury Street, Wellesley, MA 02481• Phone 781-446-6210, Ext. 5619

Sponsoring Group: _____ Address: _____

Designated Representative*: _____ City, State, Zip: _____

Email: _____ Phone Number: _____

*Please attach a copy of your driver's license.

PURPOSE OF EVENT

Event Title: _____

Number of Participants: _____

Is activity sponsored by Wellesley Schools? ☐ Yes ☐ No

Is activity a fundraising event? ☐ Yes ☐ No

Is this organized non-profit / tax exempt? ☐ Yes ☐ No

Have you included Certificate of Insurance? ☐ Yes ☐ No

Will your participants pay a fee? ☐ Yes ☐ No

Are you requesting sale of concessions? ☐ Yes ☐ No

WELLESLEY GREEN SCHOOLS

☐ I would like to be contacted by Wellesley Green Schools for information on their SMART (Sustainable Materials and Reduce Trash) Event Guide and utilizing their free supplies for this event.

FEE CLASS (Check One)

Please refer to the Facilities Rental Fee Schedules & Requirements

☐ Class I: School Department and Town of Wellesley

☐ Class II: Non-profit, Wellesley Organizations (25 or fewer participants)

☐ Class III: Non-profit, Wellesley Organizations (Greater than 25 participants)

☐ Class IV: All Other

MEDICAL EMERGENCIES

Medical Emergencies can happen at any time. In the event of an emergency, call 911 immediately. Automated external defibrillators (AEDs) are available in every school, but groups must provide their own basic first aid supplies for their activities.

LOCATION AND DATE(S) REQUESTED

School Name:

☐ Auditorium ☐ Cafeteria

☐ Cafetorium ☐ Classroom

☐ Gymnasium ☐ Library

☐ Other (specify): _____

_____

Date(s)	Start Time – End Time

Total Number of Days Requested: _____

Request for Multiple Weeks (if applicable):

Beginning Date: _____ Ending Date: _____

SPECIAL RENTAL NEEDS

☐ Auditorium Support ☐ Custodian

☐ Food Service Personnel ☐ Public Safety (Police/Fire)

☐ Technology Specialist ☐ Other (specify below):

_____

_____

_____

Refer to Wellesley Public Schools Policy KF: Community Use of School Facilities

By submitting this Application, I affirm that I have read and agree to comply with the Master Terms and Conditions, Facilities Rental Fee Schedules & Requirements, any applicable addendums, and School Department policies regarding use of facilities and hazing (collectively, the "Application Materials"). I affirm that I am authorized to act on behalf of, and have the legal capacity to bind, the sponsoring group.

Hold Harmless and Indemnification. To the fullest extent permitted by Massachusetts law, the sponsoring group agrees to indemnify, defend, and hold harmless the Town of Wellesley, Wellesley School Committee, Wellesley Public Schools, and their respective officers, employees, agents, and representatives (collectively "Releasees") from and against any and all causes of action, claims, demands, damages, losses (including personal injury, death, and property damage), liabilities, costs, and expenses (including reasonable attorney's fees), arising out of or resulting from the sponsoring group's use of the premises, either directly or indirectly. The Releasees accept no liability for injury or damage caused by use of equipment and facilities and the sponsoring organization agrees to accept all equipment and facilities "as is" and to be responsible and liable for damage to the facilities and equipment therein, except solely caused by the negligence or intentional misconduct of the Releasees.

Certificate of Insurance. I affirm that the sponsoring group will provide Wellesley Public Schools with proof of commercial general liability insurance in the amounts required by the relevant Application Materials, naming the Town of Wellesley and Wellesley Public Schools as additional insureds, for the duration of the permitted use. I understand that this certificate must be provided no later than one (1) week prior to the beginning of the rental period.

Compliance with Anti-Hazing Law. I affirm that I have provided to the sponsoring group a copy of Wellesley Public Schools policy JICFA containing the language of M.G.L. c.269, §§17-19, an Act Prohibiting the Practice of Hazing, and will ensure the distribution of the policy to the sponsoring group's members, plebes, pledges, and applicants for membership, and affirm that the sponsoring group shall comply with the policy.

On behalf of the _____ (sponsoring organization), I affirm that I am at least 21 years of age and have the authority and capacity to bind the sponsoring organization.

_____ Date_____

Signature

_____

Name

Please print and submit to the Business Office

rentals@wellesleyma.gov