# 6005 School Building Use 6005

## I. General Information

## A. Policy:

It shall be the policy of the Milford School Board to make school facilities available for use by the general public whenever possible provided the group or organization meets the requirements as outlined below.

The use of school facilities for the purpose of advertising and/or promoting a private enterprise or providing services for students and/or faculty members for a non-school sponsored activity is permitted upon approval of the School Board/designee.

## **B. Procedures For Application:**

- 1. Individuals or groups interested in using or renting school facilities shall contact the relevant School Principal's office for scheduling arrangements.
- 2. Reservations shall be made at least two weeks, but not more than four months, in advance of the date required. Exceptions may be made for annual events as determined by the Superintendent/designee.
- 3. Should school equipment be requested, the Principal/designee shall be informed at the time of initial request. School personnel may be required to be present at the event to supervise the proper use of the equipment. If it is deemed necessary that other school personnel be present to supervise the proper use of school equipment, their service will be billed to the renter. Additionally, there may be a fee associated with equipment use.
- 4. Once the request is approved by the Principal/designee, the applicant shall obtain the contract from the Superintendent's office.
- 5. Should kitchen or kitchen equipment be requested, the school kitchen manager or Windows on West Street chef must be contacted at the time of the initial request by the applicant. If kitchen or kitchen equipment is to be utilized, a food service employee will be required to be present.
- 6. Should the anticipated attendance for the event be greater than two hundred fifty (250) people, at one time, the applicant may be required to contact the Milford Fire Department to determine if crowd control measures are required. The cost, if any, for this will be borne by the applicant and will be billed by the Town of Milford to the applicant. Applicant chaperones may be required to complete Crowd Manager Training as required by the New Hampshire Fire Marshall.
- 7. The applicant shall attach insurance certificates, naming the Milford School District as an additional insured, to the rental contract prior to the authorization of the activity. See Section III for coverage requirements.

- 8. Applicants may request a waiver of fees, attached to the rental contract, for review and approval by the Superintendent/designee.
- 9. Rental contracts are not recognized as authorized until the Superintendent/designee has approved the request by signing the rental contract, a copy of which will be forwarded to the requester. Mere submittal of a rental request does not constitute approval.
- 10. The applicant shall confirm the reservation with the Principal/designee twenty-four (24) to seventy-two (72) hours prior to the activity to be sure that there is no conflict with school activities, recognizing that school activities may take priority (see Section II A1) even after rental contracts have been approved by the Superintendent/designee.
- 11. The Superintendent/designee shall have the authority to cancel facilities use due to unanticipated conditions. The schools do not assume the responsibility of contacting groups when such closures occur.

### II. Regulations

# A. Availability of School Facilities:

- 1. Priorities for Usage:
  - a. School-sponsored events.
  - b. Education-related (extension course, adult education, etc.).
  - c. Milford Groups not associated with the School District.
  - d. Out-of-Town Groups.
- 2. Except during organized events being held on the track and/or football field, the two outside lanes of the High School track are available for community use. Exceptions to such community use will be made in the interest of public safety.
- 3. Rentals will be accepted as long as they do not conflict with cleaning and maintenance schedules.
- 4. Rentals will be accepted over school holiday breaks only if a Buildings and Grounds employee is willing to be on duty.

### **B.** Oversight:

- 1. Adequate use of chaperones will be required at all activities involving children. The name(s) and contact information of chaperone(s) shall be provided on the rental contract.
- 2. All groups will be restricted to the areas designated in the Rental Contract.

# C. Specific Prohibitions:

1. All decorations must be of fireproof materials as required by the Coconut

Grove Fire Law. Open flames such as candles or sterno are prohibited. Pyrotechnics are prohibited.

- 2. Illegal games of chance are not allowed.
- 3. There will be no alcoholic beverages and/or smoking in any school building or on school property.
- 4. Only non-toxic biodegradable, non-phosphate cleaners may be used for car washes held on school property. Engine, undercarriage, and transmission washing is prohibited. Water is to be directed toward permeable, vegetated areas and away from impermeable paving and storm drains.
- 5. Football, baseball, softball, or soccer cleats are not to be worn on the High School track. The only cleats permitted on the High School track are running or track cleats.
- 6. Renters of school fields will insure that the use of loudspeakers/music systems are respectful of neighbors. When school systems are available the use of non-school exterior audio systems shall be prohibited.

#### D. Other Conditions:

- 1. The school reserves the right to operate any concession.
- 2. If any damages and/or excessive clean up costs occur, the organization will be billed accordingly.
- 3. The Superintendent/designee will consider exceptions to these rules and regulations on an individual basis upon written request. The Superintendent/designee shall have the authority to deny the rental of facilities for any purpose deemed to be unsafe, or an overuse of school facilities, or for groups who have caused damage to school facilities in the past.
- 4. The School Board reserves the right to deny the rental of facilities to any group or organization.

## **III. Insurance Requirements**

- A. The following insurance requirements must be fulfilled before the Rental Contract of a school building for public use is accepted:
- 1. The renter shall purchase liability insurance to protect the Milford School District and its employees from claims for personal injury in an amount of coverage totaling \$1,000,000. per occurrence. The amount and type of insurance may be adjusted by the Superintendent/designee should it be deemed necessary.
- 2. The renter shall obtain workers' compensation insurance to protect the Milford School District from injury claims stemming from the renter's own employees on duty on Milford School District property during the term of the rental. Policy limits shall be in the amounts required by statute.

- 3. The Milford School District shall be named as Additional Insured for the activity under each policy.
- 4. Renters are responsible for personal injuries to persons attending the activity.

# IV. Rental Fees and Related Costs

A. The following fee schedule is for the rental of school facilities to for-profit organizations and for out-of-town individuals and organizations, (whether for profit of not):

## 1. Rental of Facilities

RENTAL AREA	STANDARD FEE (daily rates for periods of up to 12 hours)
High School Cafetorium	\$100.00
High School Gymnasium	\$100.00
High School Library	\$100.00
High School / Middle School Athletic Complex:	
Soccer Field	\$200.00
Softball Field	\$200.00
Football Field  Track	\$300.00* see B. below for other costs. \$300.00* see B. below for other costs.
Middle School Cafetorium	\$100.00
Middle School Gymnasium	\$100.00
Middle School Library	\$100.00
Bales Gymnasium	\$100.00
Jacques Multi-Purpose Room	\$100.00
Jacques Field	\$200.00
Heron Pond Gymnasium	\$100.00
Heron Pond Library	\$100.00

Heron Pond Cafetorium	\$100.00
Heron Pond Field	\$200.00
Classrooms	\$100.00
Computer Labs	\$100.00
Kitchen Area - Prepared Meal	\$50.00
Kitchen Area - Catered Meal	\$50.00
Windows on West Street - Prepared Meal	\$50.00
Windows on West Street - Catered Meal	\$50.00
Concession Stand	\$50.00

- B. All individuals and organizations using the High School football field and/or track will be subject to the following charges:
  - Buildings & Grounds staff as determined by the Superintendent/designee Actual Hourly Rate
  - 2. Track/Football Field Lights \$75.00 per hour

#### C. School Personnel Fees

- 1. Buildings & Grounds Staff
- a. The Superintendent/designee may require a buildings and grounds staff member to be present during indoor activities which are scheduled for times when a buildings and grounds staff member is not on duty, as well as for outdoor activities which require the use of indoor bathrooms. For High School football field and track use, see B. above. The Milford School District will pay for these services and then bill the renter at a rate not to exceed the actual cost to the District. Any expense is in addition to rental fees.
- b. If a buildings and grounds staff member not on duty is required, the Superintendent/designee will determine the hours and chargeable time appropriate for the activity.

#### 2. Food Service/Windows on West Street

The Superintendent/designee will require a food service or Windows on West Street staff member, or a trained individual, to be present for any and all use of the school kitchen facilities. The Superintendent/designee will determine the hours and charges appropriate for the activity.

#### 3. Other School Personnel

If the Superintendent/designee deems it is necessary that other school personnel be present to supervise the proper use of school equipment, their service will be billed to the renter.

#### D. Other

- 1. The above fees and/or requirements may be waived by the Superintendent/designee on a case-by-case basis. Requests must be made in writing to the office of the Superintendent.
- 2. All renters of school facilities are responsible to leave the facilities in at least the same condition as received. The Milford School District reserves the right to bill renters for damages to facilities and equipment and to deny future use of school facilities.

Revised: 9/1999, 9/2000, 11/2001, 6/2009, 4/2011, 5/2011.

Reference: RSA 153:5

Saf-D 6008.05 (b) (1) and (2)

33 U.S.C. Section 1251 - Clean Water Act