



Bedford Public Schools  
 Facilities Department  
 101 McMahon Road  
 Bedford, MA 01730  
 (781) 918-4790  
 reservations@bedfordps.org

# RENTAL AGREEMENT

Scheduled created on XXXX

Permit/Contract No. XXXXX  
 (Schedule ID)

Title: XXXXXXXX

Organization: XXXXXXXXXXXXXXXX

Address: XXXXXXXXXXXXXXXX

Contact name: XXXXXXXXXXXXXXXX

email address: XXXXXXXXXXXXXXXX

Day-Time Phone: XXXXXXXXXXXX

Cellular Phone: XXXXXXXXXXXX

Building/Location:XXXXXXXXXXXX

DATE: XXXXXXXXXXXX

Room	Times
Café & Kitchen	6pm-10pm
Custodial Fees	5:30pm - 10:30pm
Kitchen staff	6pm - 10pm
Equipment Fee	6pm - 10pm

## Estimated Fees:

Room Rental Fees:	\$
Labor Rental Fees:	
Custodial	\$
Cafeteria	\$
Audio Visual	\$
Equipment Use Fees	\$
<b>Total Estimated Fees</b>	<b>\$</b>

**Rental Fees** total is an estimate based on information given prior to use of facilities. Additional charges may result after use of facilities.

**Custodial Fees** reflect the need for custodial hours and include a minimum charge of one half hour before and one half hour after. Additional charges may result after use of facilities pending on the level of cleaning required after use.

**Note:** The use of facilities is subject to existing policies and regulations and, as school and town purposes are primary, the Facilities Department reserve the right to cancel any contract.

**I accept responsibility for fee(s), supervision, damage and compliance with the building requirements of the Bedford Public Schools per the Terms and Conditions of this rental Agreement and the Bedford Public Schools Community Use of School Facilities Procedures and Regulations.**

**Renter:**

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

**Bedford Public Schools:**

Authorized Signature \_\_\_\_\_

Date: \_\_\_\_\_

DRAFT

## Terms and Conditions

- A. **Payments and Deposits:** Fees are payable on receipt of invoice and due within 30 days of invoice date. Continuously late payments or failure to make payments will result in the inability of a group or individual to rent any school facilities in the future, and may result in legal action. The School Department requires a deposit check in the amount of 25% of the total estimated rental cost for rentals estimated at \$1,000 or more. Upon a satisfactory inspection of the rental facility, deposits will be applied to the final invoice for the rental. The School Department reserves the right to keep the security deposit to pay for any damages associated with the rental of the facility.
- B. **Permits:** An approved Permit/Application, issued by the Facilities Department, is required for all rental events, functions, and usage, regardless of whether a fee applies. An approved "Application for Use of School Facilities" form is a prerequisite for consideration of a permit request. No permits will be issued to a person under 21 years of age. A copy of the permit shall be held by the representative of the group during the rental period, and shall be shown to custodial staff when requested. Permits will be emailed to renters along with an estimate bill (where appropriate).
- C. **Rental Request Submittal Requirements:** Information regarding rental of school facilities can be found on the Bedford Public Schools Facilities website. As part of the rental request, the following items shall be properly completed and submitted to the Facilities Department as one package (incomplete or incorrect submittals will not be evaluated): "Application for Use of School Facilities" form, "Release/Indemnification Agreement" form, Insurance Certificate and a copy of the driver's license of the person making the rental request on behalf of a group, organization, activity or themselves. Rental request submittals must be received by the Facilities Department **at least 10 days before the date of the rental request.**
- D. **Insurance Requirements:** All renters, except School and Town Departments insured under the Town's liability insurance policies, shall purchase and obtain Commercial General Liability insurance with a minimum \$1,000,000 limit per incident (\$3,000,000 General Aggregate). The Town of Bedford shall be named as additional insured and shall also be identified as the certificate holder. Insurance shall be specific to the requested rental, including listing of school building, and shall be valid for the rental period. All renters shall provide update certificates as necessary. The Superintendent, or his/her designee, may, in consultation with legal counsel and/or the Town's insurance agent, reduce or waive the minimum coverage limits based on the nature and risk assigned to a rental activity.
- E. **Cancellations:** The School Department reserves the right to cancel or move the location of all rentals, as may be required, due to bad weather conditions or other emergencies, School events, or due to unanticipated conditions. All rental activities will automatically be cancelled on the days

that school has been cancelled. The Facilities Department 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 Facilities Department is not open on weekends, weekend rentals may be cancelled, before closing at 4 PM, on the day prior to the weekend or school vacation if bad weather is forecasted.

The renter shall submit a written notice requesting cancellation of, or changes to, an approved permit. The request must be received at the Facilities Department no later than 9:00 am three (3) business days prior to the event in order to avoid service charges for custodial staff, kitchen staff, audio visual staff, Audio and/or house manager charges, if applicable. Email notification is acceptable to [reservations@bedfordps.org](mailto:reservations@bedfordps.org). It is the responsibility of the applicant to verify receipt of written or email notification by calling (781) 275 5290.

- F. **Permit Revocation:** The Facilities Department may revoke a permit at any time, if it is determined that the rental activities are not in accordance with the School Committee Policy or if it is otherwise determined that the rental activities are not in the best interest of the School Department.
- G. **Supervision:** 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 shall notify the school's custodian that they have arrived and that s/he (and others to be named, if applicable) is the group's designated supervisor. The supervisor will remain on site for the activity. 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. **Rental Permit Boundaries:** Attendees or participants of the rental shall not enter school areas that are outside of the rented space or associated common space (bathrooms and hallways). It is the responsibility of the rental supervisor to notify the School Department custodian on duty when trespassers or uninvited guests are found in the school. Under no circumstance will custodians or any other School Department staff be responsible for supervision of participants before, during or after an activity.
- I. **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 Bedford Recreation Department.
- J. **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 Handicap spaces without a placard, or in other areas which the School Department deems to create safety problems, will be ticketed and/or

towed from the site at no cost to the School Department.

1. **Food and Drinks:** Food and Drink: Food and drinks (non alcoholic) will only be permitted in the Cafeteria. Only water will be permitted in the Gymnasium and Auditorium.
2. Auditorium:
  - a. A Audio Visual Attendant is required for this rental. The Bedford Public Schools Performance Arts Director will validate rental request requirements and if customization of equipment is requested, additional service fees will be charged.
  - b. 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.
  - c. Submit details of proposed use (dance, play, show, meeting, etc.) on application.
  - d. Equipment must be set up and removed within the rental period.
  - e. **No nailing into the stage, no open flame, no pyrotechnics. Flame retardant materials, glitter or confetti shall be used.**
3. Gymnasium:
  - a. Equipment that may be used includes: Speaker system with microphone, bleachers, some chairs and tables and score board.
  - b. Hardball sports and floor hockey **are prohibited. No tape shall be added to the floor.**
4. Cafeteria:
  - a. Please note rental of the cafeteria does not include use of the kitchen.
5. Kitchen:
  - a. Kitchen must be left clean:
    1. Dishes and silverware must be thoroughly cleaned and returned to their proper places.
    2. Stove must be thoroughly cleaned.
    3. Floors must be swept.
    4. Use must furnish necessary dish towels. School dish towels are not to be used.
  - b. Storeroom should not be entered at any time.
  - c. All equipment in the kitchen of the cafeteria must be operated under the supervision of cafeteria
    1. If the school dishes are used, they **MUST** be washed in the dishwasher either by one of the school personnel hire for this purpose or under the supervision of the food service personnel.
    2. On those occasions when only silverware is used by 100 people or less, the silverware may be washed by

hand, rinsed with boiling water in a strainer rack, and left to drain.

#### **K. Miscellaneous Requirements and Provisions:**

1. **Designated Point of Contact:** Each rental request shall include the name and contact information of a single person who will be that organization's only point of contact with the School Department for scheduling and rental coordination purposes.
2. **Damages:** Activities shall not cause extraordinary wear and tear to the existing building structure, its furnishings and/or the surrounding grounds. The renter shall be responsible for the entire cost to correct any and all damages that occur to buildings or grounds as a result of the rental, whether caused by attendees or participants, as determined by the Facilities Department. Failure to pay for such damages within 30 days of receiving demand from the School Department shall result in immediate cancellation of all rentals for this organization and will result in the inability of a group or individual to rent any school facilities in the future, and may result in legal action. Security deposits will be kept when appropriate to help cover costs of damages.
3. **Behavior:** Rude, offensive or illegal behavior or language by any attendees or participants of a rental shall be considered grounds for immediate revocation of permits, including but not limited to the following:
  - a. **Smoking and Tobacco:** Smoking and use of tobacco products is prohibited in all school buildings and on all school property as indicated in Massachusetts General Laws (MGL).
  - b. **Alcoholic Beverages:** Alcoholic beverages are prohibited in all school buildings and on all school property.
  - c. **Illegal or Illicit Drugs:** Illegal or illicit drugs are prohibited in all school buildings and on all school property.
  - d. **Weapons:** Weapons, including knives and fire arms, are prohibited in all school buildings and on school property.
  - e. **Food and Drinks:** Food and drinks are permitted only when indicated on an approved Rental Application form, and only in approved areas.
  - f. **Attire:** Proper dress and attire shall be worn at all times by attendees or participants in rentals. Shirts and shoes shall be worn at all times, and appropriate athletic shoes shall be used on athletic floors.
4. **Bullying Prevention: Bullying is prohibited:**
  - a. On school grounds;
  - b. On property immediately adjacent to school grounds;
  - c. At school-sponsored or school-related activities;
  - d. At functions or programs whether on or off school grounds
  - e. At school bus stops;
  - f. On school buses or other vehicles owned, leased or used by the school district; or,
  - g. Through the use of technology or an electronic device owned, leased or used by the Bedford Public Schools;

or program that is not school-related or through the use of technology or an electronic device that is not owned, leased or used by the Bedford School District if the act or acts in question:

- Create a hostile environment at school for the target;
- Infringe on the rights of the target at school; and/or
- Materially and substantially disrupt the education process or the orderly operation of a school

5. **Arrival and Departure Times:** The school's facilities shall only be made available for the hours shown on permit (open and close times). Renters must abide by these times and the School Department may stop any event that has gone past the permit time. No rental shall begin before 7:00 am or extend beyond 10:00 pm without approval from the Facilities Department.
6. **Access:** School Department representatives shall have access to all school areas during rentals.
7. **Gambling:** No permits will be issued when the primary purpose of the event is to conduct games of chance (e.g. Las Vegas Nights or Casino Night). Renters must be in compliance with MGL Chapter 271 Section 7a.
8. **Hardball Sports:** For the protection of walls, lights, fixtures and floor surfaces, hardball sports will not be permitted in any school facilities. Repeated damage caused by these sports may result in permit revocation.
9. **Equipment Use:** No equipment shall be used by renters unless it is specifically listed on the approved rental application. Organizations wishing to bring equipment into schools as part of rentals shall make arrangements at the time of the rental application, and such equipment shall be removed by the end of the rental period. The School Department takes no responsibility for any equipment brought into the schools.
10. **As-Is Conditions:** School buildings, facilities and equipment shall be accepted by renters in their existing "as-is" condition. Reasonable accommodations and repair attempts will be made where possible to facilitate rentals.
11. **Auditorium/Stage Requirements:** An Audio Visual Attendant is required for stage, lighting, curtains, scenery, sound and/or audio-visual equipment, the School Department shall provide such a person(s) at a cost to the renter.
12. **Summer Requests:** Summer rental requests are restricted so that all schools can be cleaned and repaired for fall use.
13. **Back-up Rain Sites:** School buildings are not available for use as back-up rain sites. However, when the building is open, restricted access to a school building for a short period of time will be provided for the safety of children participating in outdoor programs in order to allow for pick-up of students. A custodial charge will be assessed for the period of time the students are in the building. Rental permits are required to be filed for use of a backup rain site; no charges will apply unless the site is actually used.
14. **Refunds:** No refunds will be issued for any individual, group or activity which has had permits revoked.
15. **Decorations:** Decorations are permitted only if they conform to State of Massachusetts and Bedford Fire Department regulations and they do not interfere with the regular school program. Nothing should be pinned to curtains or drapes, nothing can be nailed to floors or walls and nothing can be tacked or stapled. The use of Gaffers tape must approved and

documented on the rental request and must be completely removed at the end of the rental.

16. **Other Renters:** The School Department may rent separate space within a school building to more than one group at any one time. Each renter shall abide by their permits and shall share common space such as hallways and bathrooms as necessary.
17. **Heating and Cooling:** Only custodians shall be allowed to control heating and cooling functions within rented space.
18. The School Committee and the Town of Bedford assume NO LIABILITY for injury to persons or property present in the school building or on school property pursuant to a permit issued to any organization and/or person. Furthermore, the School Committee and the Town of Bedford accept NO LIABILITY for injury or damage caused by use of equipment, and the permit holder agrees to accept all equipment as is and to be responsible and liable for damage to the building and the equipment therein and for all personal injuries sustained by persons present pursuant to said permit. By accepting the permit for the space you acknowledge and accept these terms and agree to indemnify and hold the School Committee and the Town of Bedford harmless for any such injuries or damage.
19. By accepting the permit for the space you agree to comply with all applicable State and Federal laws and regulations and agree to indemnify and hold the School Committee and the Town of Bedford harmless for any such violation.