FOXBOROUGH PUBLIC SCHOOLS
APPLICATION FOR USE OF SAM BERNS COMMUNITY FIELD

Name of Organization: ____________________________________________

Billing Address: ________________________________________________

Type of Program: ________________________________________________

Contact Person: ______________________ Phone: ______________________

Email: _________________________________________________________

Dates Requested: ______________________ AM/PM (end) __________ AM/PM

Times Requested: (start) __________ AM/PM (end) ________ AM/PM

On-site contact during event ___________________________ cell # __________

Field Rental Fee ______ hours x $250 per hour = $ __________

Lighting Fee: full power ______ hours @ $60.00 per hour = $ __________ (Typically, full power for games, half power for practices)

half power ______ hours @ $30.00 per hour = $ __________

Total Fee: $ __________

We request the use of the above facility and agree to abide by all school department policies and regulations. A copy of this form will be forwarded to you when approved.

Signed: ____________________________ Date: __________________________

Daytime Phone: _______________________ Evening Phone: ______________________

Please return application at least TWO WEEKS in advance of usage to:

Foxborough High School Athletic Department
Foxborough High School
60 South Street
Foxborough, MA 02035
Telephone: 508-543-1632
Fax: 508-698-2745
Email: cusackj@foxborough.k12.ma.us

APPROVED ________________________ DATE ______________________

Notes/Other Stipulations
• Repeated use of the school facility (defined as three or more separate events/rental agreements within one school year) will require that at least one responsible party complete training in child sexual abuse prevention. This applies to all events that include children under the age of 18. Adult-only use is excluded from this stipulation.
• First aid supplies are the responsibility of the renter.
• Building users will be required to sign and Indemnification Agreement and provide proof of liability insurance if requested
• If it is determined a Police detail is required, it is the responsibility of the renter
• In the event of inclement weather there are no guarantees of building availability/parking lot access
• No smoking is permitted on any school property
INDEMNIFICATION AGREEMENT

FOR AND IN CONSIDERATION of a license to use the premises located at

__________________________________________, and other good and valuable consideration, in the
payment, receipt and sufficiency of which is hereby acknowledged,

__________________________________________, and all its past, present and future trustees, partners,
agents, attorneys and employees, and their respective predecessors, successors, assigns, heirs, next of
kin, executors and administrators (hereinafter referenced as the “Licensee”),

HEREBY AGREE to indemnify and save harmless, the FOXBOROUGH SCHOOL DEPARTMENT,
TOWN OF FOXBOROUGH, and all their past, present and future officers, officials, agents, servants,
employees, attorneys and their respective predecessors, successors, assigns, heirs, next of kin, executors
and administrators (hereinafter collectively referenced to as the “licensor”) against any and all injury,
loss or damage of whatever nature (i) caused by or resulting from, or claimed to have been caused by or
to have resulted from, any act, omission or negligence of the Licensee or anyone claiming under the
Licensee (including, but without limitation, officers, agents, servants, customers, invitees, guests,
students, volunteers, subtenants, concessionaires of the Licensee and employees and contractors of the
Licensee or concessionaires), no matter where occurring, or (ii) occurring upon or about the demised
premises, no matter how caused. This indemnity and hold harmless agreement shall include indemnity
against all costs, expenses and liabilities incurred in connection with any such injury, loss or damage or
any such claim, or any proceeding brought thereon or the defense thereof. If the Licensee or anyone
claiming under the Licensee or the whole or any part of the property of the licensor or anyone claiming
under the licensees shall be injured, lost or damaged by theft, fire, water or steam or in any other way or
manner, whether similar or dissimilar to the foregoing, no part of said injury, loss or damage is to be
borne by the licensor or its agents.

Licensee shall maintain general comprehensive public liability insurance, with respect to the demised
premises and its appurtenances, issued by insurance companies authorized to do business in the
Commonwealth of Massachusetts, naming the Town of Foxborough and the Foxborough School
Department as additional insureds, in amounts not less than Five Hundred Thousand Dollars
($500,000.00) with respect to injuries to any one person and not less than One Million Dollars
($1,000,000.00) with respect to injuries suffered in any one accident, and not less than Fifty Thousand
Dollars ($50,000.00) with respect to property. Licensee shall deliver to Licensor prior to commencing
use of the licensed premises the policies of such insurance, or certificates thereof. Each such policy
shall provide that the same shall not be modified or terminated without at least ten (10) days written
notice to each named insured.

Licensee shall, at its own cost and expense, with counsel approved by the Licensor, defend any and all
suits and actions (just or unjust) which may be brought against the Licensor or in which the Licensor
may be implicated with others upon any such above-mentioned matter, claim or claims.

Date:____________________________________

Licensee:____________________________________

Signed by:____________________________________

Printed name:____________________________________
FOXBOROUGH PUBLIC SCHOOLS
APPLICATION FOR USE OF SAM BERNS COMMUNITY FIELD

REGULATIONS
Ultimately all decisions regarding field use will be at the Foxborough School Department’s discretion

1. Priority system for use of the Sam Berns Turf Field is as following:
   a. Foxborough School Department
   b. Foxborough Recreation Programs
   c. Town of Foxborough Groups
   d. Other

2. All Foxborough Public Schools athletic events will take precedence in the scheduling of field usage. This includes games, scrimmages, practices, and rescheduled games postponed due to weather or extenuating circumstances.

3. The following rules must be followed at all times. Failure to comply with these rules can result in loss of scheduled time in this facility.
   a) Facility is for use by groups with permission only. Unauthorized group use is prohibited.
   b) Appropriate footwear with rubber soles is required on the track surface.
   c) No food of any kind (including sunflower seeds) is allowed on the track.
   d) Water is only beverage allowed on the turf field and track. All other beverages including sports drinks are prohibited.
   e) Gum chewing is not allowed on the turf field or track.
   f) No glass containers of any kind allowed within the turf field or track area.
   g) The use of alcohol or any tobacco products is prohibited on school grounds.
   h) Pets are not permitted inside this facility.
   i) Metal spikes or metal tip cleats are not permitted inside this facility.
   j) No baby strollers, wagons, bicycles, skateboards, roller blades, or other recreational equipment allowed in this facility.
   k) No unauthorized marking of lines.
   l) No sharp objects beyond gate (ie. tent stakes, arrows, corner flags, javelins, etc)
   m) No chairs inside gated area surrounding the turf field and track area.
   n) No spectators allowed on the turf field. Spectators should use the stands for viewing any event.
   o) Only coaches, players, and officials are permitted on the turf field surface during events.
   p) No golf
   q) No shoveling, plowing, or snow removal on the turf field or track surface.
   r) Recreational use of the track (ie. walking, running, jogging) is permitted from dawn to dusk except during High School practices or games.
   s) No littering is allowed. Proper use of trash receptacles is required.

4. Traditional seasonal sports will be given preference if two or more groups request if two or more groups request the use of the facility at the same time.

5. Tournaments or other special events need to be applied for separate from regular season play. Please include contact information for coordination of each league.

6. A certificate of insurance with a $1,000,000 limit naming the town as an “additional insured” by endorsement must accompany all applications

Producer: ____________________________
Policy No: ___________________________(there must be an attached certificate to this agreement policy)
Effective Dates: ____________________________
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7. There is a user fee for the turf field and track facility. There is an optional lighting fee, if requested. An application form and subsequent approval is required. Payment in full is required prior to the rental date(s).

8. Any damage that is caused by a group using this facility will be repaired at expense of the group. The group or organization will be responsible for all litter or general maintenance needed to leave the facility in proper condition.

9. The field is automatically closed when:
   a. Presence of lighting or severe weather and/or storms
   b. Snow on the field

10. The Foxborough School Department has the final authority on field usage.
COMMUNITY USE OF SCHOOL FACILITIES

It is the Foxborough School Committee's desire that maximum use of school property be enjoyed by the townspeople. It is the Foxborough School 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 an educational, civic, or charitable purpose will be served; or a substantial group of citizens from the community will be benefited.

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

Permission for the use of facilities must be obtained through the office of the Superintendent of Schools, 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 Foxborough School Committee and school personnel
5. Parks and playgrounds activities
6. Local nonprofit and noncommercial organization activities
7. Civic, educational, social, and religious organization activities if a substantial portion of the members are residents of the town
8. The activities of other organizations when approved by the Foxborough 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 other community activities
3. Playgrounds

Any damage or loss resulting from the use of buildings, equipment, and/or facilities by the renter will be determined by the Superintendent of Schools.

a. Assessment of the amount of payment incurred by damage or loss will be determined by the Superintendent of Schools.

b. Additional charges for services rendered beyond the stipulations of the permit will be determined by the Superintendent of Schools.
c. All repairs or replacement of damage or loss to buildings, equipment, and/or facilities under the jurisdiction of the Foxborough School Committee occurring during the period of use by the renter will be done at the expense of the renter.

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

Policy adopted: 3-24-08