

FOXBOROUGH PUBLIC SCHOOLS
APPLICATION FOR USE OF SAM BERN'S COMMUNITY FIELD

Name of Organization: _____

Billing Address: _____

Type of Program: _____

Contact Person: _____ Phone: _____

Email: _____

Dates Requested: _____

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
half power _____ hours @ \$30.00 per hour = \$ _____ power for practices)

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 AGREES 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 licensee or anyone claiming under the licensee 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 impleaded with others upon any such above-mentioned matter, claim or claims.

Date: _____

Licensee: _____

Signed by: _____

Printed name: _____



FOXBOROUGH PUBLIC SCHOOLS

60 South Street
Foxborough, Massachusetts 02035
(508) 543-1665
Fax (508) 543-4793

TO: All Facility Use/Rental Applicants

FROM: William F. Yukna, School Business Administrator

EFFECTIVE: Immediately, beginning May 2021

SUBJECT: COVID-19

Effective immediately, all applications for use of any Foxborough Public School facility must confirm that during the requested building rental/use time(s), all safety protocols and precautions surrounding COVID 19, in effect during the rental/use period, will be instituted and monitored for compliance by the applicant. Any questions should be directed to the Town of Foxborough Board of Health. All costs associated with this will be the responsibility of the applicant, including but not limited to any costs associated with custodial services as deemed necessary by the district.

All rentals are subject to immediate change or restriction as instituted by the State, local Board of Health or Foxborough School Committee, to address COVID-19 issues.

Name of Organization

Date

Applicant Signature

Applicant – Printed Name

This form must be completed and returned with Facility Use Application

Foxborough Public Schools do not discriminate on the basis of race, color, sex, gender identity, religion, national origin, sexual orientation or disability.

FOXBOROUGH PUBLIC SCHOOLS
APPLICATION FOR USE OF SAM BERN'S 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 Bern's 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 precedent 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 by anyone 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.
 - t) No weight sleds or weightlifting apparatus of any type is allowed on the field.
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 lightning 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.

File: KF

- 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