



City of Pittsfield

Building Maintenance Department 81 Hawthorne Ave., Pittsfield, Ma 01201 Tel. 499-9476 Fax 395-0135

USE OF SCHOOL/PUBLIC BUILDINGS / PROPERTY Terms and Conditions

	<i>Per single use</i>	
	<i>Profit</i>	<i>Non profit**</i>
Use of School facilities:		
Auditorium.....	\$300.00	\$100.00*
Rehearsal.....	75.00	35.00*
Cafeteria.....	100.00	50.00*
Gym.....	100.00	\$20- 25*
Classroom, depending on size of group.....	75.00	25.00 – 45.00*

*There will be no charge assessed to supervised youth groups and civic organizations *unless it is a weekend event*. A civic organization shall mean an association formed for purposes beneficial to the community as a whole or one in which the members cooperate to accomplish community goals. *Also, the fees for the use of the gym maybe higher based on the one hour of overtime for required use of a custodian to clean the gym etc after such use by small individual groups.*

** A copy of 501(C) (3) Certificate is required as proof of non – profit status.

There will be a charge of 1.5% per month for any overdue fees (after the regular 15-day billing period), and such overdue party will not be allowed to book the use of any room until all back rentals are paid.

In addition to the above fees there may be additional charges for the services of City personnel that may be required. The Building Maintenance Department along with the School Department will determine if the services of a fireman, police officer, electrician, sound person, light person, cafeteria worker or custodian are required. In addition the Building Maintenance Department along with the School Department will determine if a trash removal fee will be required. The services of such personnel are to be paid at the rate of 1 ½ times their hourly rate with a minimum of three hours pay.

If the services of a custodian are required and you are paying for their services, they will be expected to be in the area of your function at all times and available to you for whatever services that you require of them. Please notify this office if there are any problems or issues relative to City personnel (schools or City) hired for event.

No other equipment shall be furnished by the City or School department, except for tables and chairs for the stage and /or lobby in the schools and the auditorium in the Athenaeum. The Athenaeum does provide a variety of Audio /Visual equipment upon request.

If a user wishes to have a piano on the stage in the schools, he/she is to notify the Director of Maintenance who will make the necessary arrangements to have it moved before the rental date and relocated after the rental date at the expense of the renter. The fee for this move must be paid for in full one week prior to the scheduled move. Tuning of the pianos will be done at the renter's expense and is to be done by a piano tuner selected by the City.

Use of School facilities shall not interfere with School. In the event the School requires the use of the area(s) that have been reserved by the renter, the School function will have first priority and the renter will not be allowed to use such facility. Every attempt will be made to accommodate the renter, but in the event the renter cannot be accommodated the Building Maintenance Department will return any fees that have been collected.



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USE OF SCHOOL AUDITORIUMS Rules and Regulations

Use of Public School auditoriums must be reserved through City of Pittsfield Building Maintenance Department and all of the appropriate paperwork must be filled out and submitted prior to the use of any auditorium or theater in the Pittsfield Public School System. Rental groups will be billed for repairs and replacement of equipment or furnishings, if after the final inspection any damages have been found and are a result of their misuse, abuse or unauthorized use. Damages as a result of normal wear and tear or lack of general maintenance by the City or the Pittsfield Public School System will not be billed to groups or individuals renting such facilities. School officials and a representative from the organization or the individual(s) renting the facility shall inspect the spaces before occupancy and upon vacating them. A written report will be sent to the Building Maintenance Department and the organization or individual(s) renting the facility.

NOTE: The event organizer must contact the building Principal two (2) weeks prior to the first use of the facility to discuss the Post Inspections and all general Rules and Regulations for use of the facility. Arrangements for the use of the stage lighting controls and the use of the control room must be made at this time with the school principal. If this does not happen the event will be canceled!

In order to protect the physical plant of the stages and auditoriums the following rules and regulations will pertain to all who use who use these spaces including school and outside groups that rent them from the City (facilities may include classrooms for dressing rooms, hallways, and public restrooms as well as theaters and auditoriums):

- All reservations and bookings must be placed on the school calendar of events by the school secretary as soon as they are made.
- School activities will receive priority when bookings are made.
- Copies of the school calendar of events will be made available to the Building Maintenance Department when requested.
- No outside group rentals will take place before 2:30 P.M. on any school day.
- Music and theater teachers who use performance facilities as instructional space should be informed of all bookings as soon as possible, but at least a week in advance. (Building Principal to notify)
- All OSHA federal regulations and laws must be followed at all times.
- No pyrotechnics or flames are allowed under any circumstances on or around the entire facility at any time.
- No smoking is allowed anywhere on or in school grounds anytime.
- Do not attach anything to any part of the facilities, equipment or physical plant.
 - To include: no screws, nails, staples, safety pins or adhesive materials including any kind of tape that can be used to secure curtains, scenery, or anything else in the space.
- Curtains are not to be touched by scenery of any kind and may not have anything attached to them for any reason.
- Curtain positions may only be changed or turned by manipulating the ropes in the pulley systems. This should be done slowly and with caution.
- The facilities must be left clean and in the same configuration as found. To include: light instruments and gels, as well as leg and border placements.
- The crossover and wings must remain clear of furniture, scenery, props, costumes equipment and anything that could block or partially block these spaces at all times.
- Scenery may not be constructed on site.
- The band room is off limits to all outside groups.
- No liquids are allowed in the auditorium at any time. To include: water (except for mopping), soda, alcoholic beverages, paints, solvents and/or chemicals. **The custodian on duty is to monitor and enforce.**
- The counter weight system must be properly used and maintained. The attached copy of the procedures must be read prior to operating them and followed exactly.
- **Custodians will not allow the use of the lighting control room or control panel unless so instructed by the Principal.**
- **All aspects of the lighting and sound systems must be returned to original positions and programming before vacating the premises. A lighting professional must be brought in at the renters' expense to operate or change the existing layout and program. If any changes are apparent upon final inspection, the renting organization or responsible individual(s) will be charged for hiring a professional to reconstruct the original set-up.**



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- **Only trained and certified personnel approved by the School Department will be allowed entry into the lighting control room or have access to the control panel.**
- **All furniture and scenery found in any part of the facility must be placed in exactly the same place and configuration as it was found. The custodian on duty will be responsible to work with the renter to accomplish this task.**
- **The event organizer must have parking attendants to monitor and enforce the parking restrictions. No parking will be allowed on dirt surfaces, grass or in the driveway. The driveway is a fire lane. Police and Firefighters take notice. The custodian on duty will notify the school and maintenance departments of any violations.**
- **The Custodian on duty will be responsible to ensure that the facilities be left with all doors locked and all equipment turned off. The Custodian on duty and the rental organization or responsible individual(s) will be responsible to remove all litter inside and outside and placed in the proper receptacles and the floors must be swept and mopped if necessary.**
- **Violations of any of the above rules and regulations may be just cause to prohibit any future use of school facilities by the organization.**



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Auditorium/Theater Post Inspection Checklist

	Pre Date: (Circle One)		Post Date: (Circle One)	
Placement and rigging	G	U	G	U
Stage Flooring	G	U	G	U
Counterweight System	G	U	G	U
Wings	G	U	G	U
Crossover	G	U	G	U
Lighting Board	G	U	G	U
Lighting rigging & batten placement	G	U	G	U
Overall cleanliness	G	U	G	U
Furniture placement	G	U	G	U
Parking area	G	U	G	U
Received a copy of Terms and Conditions	Yes / No			

G = Good U= Unacceptable

NOTES:

SUGGESTED REMEDIES:

POST-USE SIGNATURE & DATE

School Dept. Representative

Organization Representative

**** Signature does not signify agreement with the findings of the Post-Use Evaluation, merely that the representative accompanied the School Department during the Post-Use inspection and received a copy of the completed report with suggested remedies included if any.**



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Please Note: In the event of a snow emergency, the Schools may be closed and any scheduled programs may be cancelled!

Refreshments must not be served in the building unless specific arrangements are made for Cafeteria/Kitchen usage.

A Certificate of Insurance must be furnished to this Department one week prior to the event by the user and issued for the date(s) of the use. The City must be included as a covered party.

Smoking is not permitted in any public building or on the premises.

There will be no alcoholic beverages on the premises under penalty of the law.

The program sponsor or his/her designee or individual user must sign a Release Harms/Hold Agreement and a License Agreement.

In the event any of the Agreements are not signed, or the Certificate of Insurance is not received one week before the event, the event will be cancelled!

Please fill out the attached questionnaire and return to the Building & Maintenance Dept, 81 Hawthorne Ave., Pittsfield, Ma. 01201



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Application for the Use of School Facilities

This questionnaire must be filled out and returned to the office of the Building Maintenance Dept, 81 Hawthorne Ave., Pittsfield, MA. 01201 **AT LEAST ONE MONTH BEFORE THE USE DATE.**

Name of Facility you wish to use: _____

DATE(S) OF EVENT: _____

TIME(S) OF EVENT: _____

Please check which of the following you wish to use:

- Auditorium
- Gymnasium
- Cafeteria/Kitchen
- Classroom
- Other

Use of the cafeteria/kitchen only!! No user will be allowed use of any school kitchen facilities without hiring a school cafeteria worker.
No user will be allowed use of the library kitchen without prior approval.

Use of Herberg & Reid Middle School Auditorium Only!! No user will be allowed use of the stage lighting without hiring a school employee for that purpose.

Use of all other school Auditoriums only!! No user will allowed use of the stage lighting without hiring a City electrician.

SPONSOR OF PROGRAM: _____

ADDRESS: _____

Tel. No.: _____

TYPE OF PROGRAM:

DATE(S) OF REHEARSAL(S):

OPEN DOORS AT:

TIME(S) OF REHEARSAL(S):

OPEN DOORS AT:

Table Chairs in Lobby? Yes No How Many? _____ Size of Table(s)? _____

Ticket Booth to be used? Yes No

Will Auditorium be decorated? Yes No If yes, with what?

Stage set-up? Yes No

Dressing rooms to be used? Yes No How many required?

PA System required? Yes No (auditorium only! No other PA will be provided!

Electrician required for Show? Yes No Time(s) required?

Electrician required for Rehearsal(s)? Yes No Time(s) required?

Custodian required? Yes No

Other personnel required Yes No Type of personnel required:

What time does building need to be opened for event?

If significant set-up is required by the custodian, please make a note so he/she will have sufficient time to meet your needs.



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Comments and/or Special instructions:



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LICENSE AGREEMENT to USE CITY PROPERTY

I _____ a representative from _____ does hereby agree to pay all User fees and all associated service fees (custodian, electrician, trash removal etc.) for the use of _____ (school) on the following date(s):

All such fees are payable no later than 15-days from the billing date, all fees not paid by the due date will be subject to an additional charge of 1.5% monthly for any outstanding balance.

I also agree to pay any and all damage(s) resulting from the use of the facility/property on the dates(s) indicated above.

User Fee	\$
Trash Removal	\$
Service Fees (estimated)*	\$
Total Estimated Fees	\$

Signed this Date: _____ on behalf of _____ by _____,
its _____ (title),(if signing on behalf of someone else).

Signed - _____

Name - _____

Address - _____

Phone No. - _____

*** Service fees will be calculated using the highest paid employee's hourly rate for the services being provided at the applicable overtime rate(s). If a lower paid employee is used to provide the necessary service(s) you will be charged the lower rate.**



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Release/ Hold Harmless Agreement

I _____ a representative from _____ does hereby acknowledge that in the course of its use of property owned by the City of Pittsfield, namely _____ (*school*) located at _____ (*address*), Pittsfield, Massachusetts, for the purpose of _____ (*event*), on _____ (*date*) and more particularly by virtue of the presence of its agents, servants, employees and invitees, (hereinafter collectively referred to as _____), in any manner whatsoever shall operate at its own risk on said property of the City of Pittsfield.

For and in consideration of the use of _____ (*school*), _____ (*your name or organization name*), does for itself and on behalf of its agents, servants, employees and invitees, hereby, jointly and severally, remise, release and forever discharge the City, its agents, servants and employees (hereinafter collectively referred to as the "City"), of and from all debts, demands, actions, and any and all claims or demands whatsoever of any kind for damages or injuries to property or person, which may arise by virtue of such use of _____ (*school room renting, ex gym, classroom*).

_____ (*name*), further agrees to defend and indemnify and hold harmless the City from and against any claims of any nature whatsoever and the cost and expense, including, but not limited to, attorney fees and legal costs arising out of any claim in connection with its use of _____ (*school*).

Said indemnification shall not include claims arising from intentional malfeasance by the agents or employees of the City of Pittsfield.

Signed this Date: _____ on behalf of _____ by _____, its _____ (title), (if signing on behalf of someone else).

Signed - _____

Name - _____

Address - _____

Phone No. - _____