

**CITY OF MALDEN  
MALDEN PUBLIC SCHOOLS  
Use of School Facilities Policy**

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This policy and the facility usage rates were reviewed and updated in 2015. The Malden School Committee approved the revisions on August 31, 2015. The new rental rates and all policy changes are now in effect for new school facility rental agreements (“rental agreements”, or “agreements”). Any rental agreements that are pre-existing to the new policy and rates, shall remain in effect until the end of the respective agreement. All new rental agreements must comply with the new policy and rates as set forth below.

This revised policy intends to incorporate and standardize the multiple policies and agreements being distributed or available at the time of the revision. Those policies included:

- “Use of School Facilities (FILE KF)” located online in the District’s *Online Policy Manual* (<http://z2policy.ctspublish.com/masc/Z2Browser2.html?showset=maldenset>);
- “Facilities Rental Agreement (Revised 11/13)” given to renters for each new rental.
- “Guidelines and Rental Fees for Use of the Jenkins Auditorium” effective July 1, 2010, and the completion of the major restoration of the Thornton Jenkins Auditorium in the Malden High School.

The consolidated policy below replaces the Use of School Facilities (File KF) previously posted in the District’s Online Policy Manual.

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**USE OF SCHOOL FACILITIES POLICY**

**Anyone submitting an application to rent a school facility must acknowledge receipt and understanding of this policy by initialing, signing, and dating where appropriate.**

1. **POLICY:** It is the policy of the Malden School Committee to encourage community use of school property. The Malden School Committee expects those using school facilities to respect and follow regulations as outlined in this document and in any agreement between the district and the renter. Through cooperation and respect, the use of school property will offer great opportunities to our community and benefit our city as a whole. Malden Public Schools, at its sole discretion, reserves the right to cancel or revise any approved facility use request whenever it is in the best interest of the

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district. The district may close facilities at any time, as needed, for safety reasons or maintenance activities.

2. **RECEIPT ACKNOWLEDGEMENT:** Individuals or organizations wishing to use a school facility must first complete a “Request to Use School Facilities” application. The form is available online at [www.maldenps.org](http://www.maldenps.org), or in the Malden Public School’s Central Office at 77 Salem Street, Room H104, Malden, MA 02148. No individuals or organizations will be able to rent any school facility without completing and filing this form, online or in person, with the Central Office to the attention of the School Facilities Rental Coordinator (“SFRC”). No individuals or organizations will be able to rent any school facility without acknowledging receipt and understanding of this policy by initialing, signing, and dating where appropriate.

**Acknowledge this Forms and Policy regulation by initialing here:** \_\_\_\_\_

3. **VIOLATIONS:** Violation of any portion of this policy, by any portion of the renting entity, may result in any or all of the following to any portion or all of the renting entity: immediate termination of the rental event; the renting entity, lead applicant, and co-applicant, may remain responsible for any unpaid charges contained in their rental agreement with MPS; immediate revocation of any permitted access to school facilities or grounds for the lead applicant, co-applicant, or the entire renting entity and guests; permanent bar on any future rental requests by the lead applicant, co-lead applicant, or any person in attendance at the event where the violation occurred; any civil and criminal charges that can be appropriately filed with the proper authorities; or any other appropriate relief requested by Malden Public Schools (“MPS”), the City of Malden (“Malden”), or their agents.

**Acknowledge this Violation regulation by initialing here:** \_\_\_\_\_

4. **DAMAGES/RESPONSIBILITY:** Any damage caused to a school facility or to school equipment during the period of the rental will be the direct responsibility of the lead applicant. The City of Malden will collect from the lead applicant monetary damages equal to the amount necessary to return the damaged facility, equipment, or both, to pre-rental condition. In co-applications or shared rentals, the lead and co-applicants are jointly and severally responsible for all damages incurred during the period of the rental. Any security deposit collected for rentals in the Jenkins Auditorium, Finn Gym, or Salemwood Gym, will be applied to the total cost of repairs or replacements.

**Acknowledge this Damages regulation by initialing here:** \_\_\_\_\_

5. **INSURANCE:** A Certificate of Liability Insurance must be provided at the time a rental application is submitted. Liability limits are required to be a minimum of \$1,000,000 per occurrence/\$2,000,000 per aggregate. The City of Malden must be listed as an additional insured.

- a. **INDEMNIFICATION:** There must be a signed “Hold Harmless” form absenting the City of Malden and the Malden Public Schools of any liability.

**Acknowledge this Insurance and Indemnity regulation by initialing here:** \_\_\_\_\_

6. **NO PYROTECHNIC** devices of any kind can be used or brought inside the Jenkins Auditorium, any Malden Public School building, or on any Malden Public School grounds.

7. **PAYMENT/ACCOUNTS:**

- a. Payment for the renting of school facilities must be made in full prior to the event. Payment should be made in the Central Office and by check only. If the renter is considered to be a long-term user, a payment plan can be worked out. The School Facility Rental Coordinator and either the superintendent or the administrator for business and finance must approve all payment schedules.

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- b. **NO NEGATIVE BALANCE ALLOWED:** Any group, organization, institution, or other renting entity that has a negative account balance may not apply for future use of school space until their negative account balance is resolved.

**Acknowledge the Payment/Accounts regulation and all its subparts by initialing here: \_\_\_\_\_**

- 8. **DEPOSITS:** If the renter is a single event user of the Jenkins Auditorium, Salemwood Gym, or Finn Gym, a non-refundable \$200 hall rental deposit and a refundable \$500 security deposit are required.
- 9. **NON-REFUNDABLE APPLICATION FEE:** Any rental application must also be submitted with the appropriate non-refundable application fee. Please note: no rental application will be considered and the requested slot will not be reserved if the appropriate application fee is not paid in full. Application fees shall be charged to renting entities in the following manner:
  - a. \$25 application fee would be charged to any rental application requesting to rent any school facility or space for an event that begins and concludes within the same day.
  - b. \$75 application fee would be charged to any rental application requesting to rent any school facility or space for a single event that will begin and end on different days, or a rental application that is requesting any school facility or space for repeated use over many days up to and including 120 days, or a rental application requesting any school facility or space over a period of time within a defined sports season that spans up to and including 120 days.
  - c. \$200 application fee would be charged to any rental application requesting to rent any school facility or space for repeated use over a period of time between 121 days and 365 days.
- 10. **FEES:** All fees are charged in 1-hour increments and some will carry 3-hour minimums. In addition to the non-refundable application fee, all renting entities may also be charged any of the following fees:
  - a. **Facility Usage fee -** Charged in 1-hour increments. Facility Usage fees or rental rates vary depending on the type of group submitting an application (i.e. Malden based vs. non-Malden based, youth group vs. adult league, non-profit vs. for profit, etc.). The varying rates are established in consideration with a group's expected ability to pay, intent to serve the Malden community, expected wear and tear on the facilities from the activity, and likelihood of repeat business. If a request is made for a facility that does not appear on the rate chart or a request is made by a renting entity that does not fit within one of the entity categories on the rate chart, then the SFRC and the superintendent will determine an appropriate usage fee on a case-by-case basis in accordance with the above stated intent of those Facility Usage fees.
  - b. **Custodial fee -** Charged in 1-hour increments, but a 3-hour minimum is required. When this fee applies, it cannot be waived and is not negotiable. The custodial fee funds a custodian's overtime pay. The custodian section below explains when a custodial fee will be required.
  - c. **Events Coordinator fee -** Charged in 1-hour increments. When this fee applies, it cannot be waived and is not negotiable. The Events Coordinator fee funds the Events Coordinator's pay. The Events Coordinator section below explains when this fee will be required.
  - d. **Police detail fee -** The School Facility Rental Coordinator will notify a renting entity if a police detail is required for the activity/event. When this fee applies, it cannot be waived and is not negotiable. When a police detail is required, the SFRC will arrange for the detail, however the renting entity will be responsible for the charges of the detail. See the Police Detail section below for more information on police details.
- 11. **FEE WAIVERS:** No fee waivers or reduced rate requests will be considered for custodial fees, events coordinator fees, deposit fees, application fees, or police detail fees. These are mandatory fees that fund specific salary budget line items related directly to school facility rentals.

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- a. Malden-based youth groups may submit a request for a reduced or waived Facility Usage fee for rental agreements that span an entire season (up to 120 days long). The Malden-based youth group must submit any such request in writing to the SFRC with a completed application and appropriate application fee.
  - b. Any City of Malden department (i.e., Malden Police, Malden Fire, Malden Recreation, etc.) may submit a request for a reduced or waived Facility Usage Fee. The department must submit any such request in writing to the SFRC with a completed application and appropriate application fee.
  - c. Any grant of a waiver or reduced fee does not imply preference of any kind over other rental requests. (See sections 16 and 17 below for accepted levels of priority and preference)
12. **RELIGIOUS WORSHIP REQUEST:** Any renting entity may request a reduced rate for only the Facility Usage fee if they are requesting a facility for the sole purpose of securing a location to conduct religious worship services that are part of an established and state recognized religion. To submit a request under this regulation, the request must be in writing and submitted to the SFRC with a completed application and appropriate application fee.
13. **CANCELLATION POLICY:** Renting entities must give at least 48 hours notice of any cancellation to the SFRC. Any renting entity that fails to provide at least 48 hours notice of a cancellation will remain responsible for all facility usage fees, custodial charges, deposits, and any other fees included in their rental agreement. If the cancellation requires additional custodial attention to clean up or break down any displays, seating, etc., the renting entity will be charged for that cleanup time in 1 hour increments.

**Acknowledge this Cancellation regulation by initialing here:** \_\_\_\_\_

14. **FAILURE TO APPEAR/“NO SHOW”:** Any renting entity with an approved rental application and paid deposit that does not appear for the rented time slot and did not cancel in accordance with the cancellation policy, will be responsible for any facility usage fees, custodial charges, deposits, and any other fees related to their rental agreement.

**Acknowledge this Failure to Appear regulation by initialing here:** \_\_\_\_\_

15. **SCHOOL FACILITY RENTAL COORDINATOR:** The SFRC has the authority to monitor and manage all events and school facility rental requests. The SFRC has the authority to accept and refuse any rental request and may select or adjust the location of accepted rental agreements to account for expected attendance; to maximize school facility spaces for the incoming demand; or to accommodate a school-based need. The SFRC will approve space in such a manner to ensure school space (particularly gymnasiums) is filled before space in additional schools is rented.
- a. **LOCATION CHANGE:** Whenever the SFRC changes a location of a rental, the change must occur with a reasonable amount of notice to the affected renting entity. If the affected renting entity does not accept the location change, MPS reserves the right to immediately terminate their rental agreement and the entity will be given a full refund of any monies paid to MPS for the affected rental agreement, minus any nonrefundable deposits or fees.
16. **PRIORITY:** Malden High School sports and arts have top priority to any school facility for any time period, but otherwise, the SFRC will process rental requests from any other entity on a rolling basis. No other priority levels exist, other than for Malden High School sports and arts. The condition of high school athletic and arts facilities used for competition is especially important to the City of Malden, MPS, and the school committee, and it will be monitored closely.

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17. **PREFERENCE:** When applications for the same time slot and location are in conflict, the SFRC may give preferential weight to a rental application from an entity that will serve a predominantly Malden-based clientele, or from an entity that is made up predominantly of members residing in Malden.
- a. MPS will not accept any advance payments from any renting entity outside the City of Malden in an attempt to circumvent the preference stated in this section.
  - b. Any preferential weight given to a Malden-based rental application is at the discretion of the SFRC and MPS superintendent, and must be in the best interest of the Malden Public Schools.
18. **SCHOOL ACTIVITY CONFLICTS:** No rental requests for any school space or facility can be approved if it will conflict with any school-sponsored activity, lesson, fundraising event, or sporting event.
19. **SUBLETTING:** No renting entity may sublet their rented time to another entity, whether similar in activity, purpose, or otherwise.

**Acknowledge the subletting regulation by initialing here:** \_\_\_\_\_

20. **SHARING/Co-APPLICATION:** Two or more separate renting entities may jointly apply for a slot, but such application shall identify the lead applicant and additional co-applicant(s). The SFRC, with final approval/denial from the superintendent, will have the discretion to grant or deny any such co-application requests. The SFRC and superintendent will consider any or all of the following factors: whether the groups are planning activities that are similar or in logistical conflict; whether it appears that the co-applicants are attempting to use this regulation simply to avoid paying separate fees; or whether it appears to be a request that will not conform to any portion of this policy; or whether this arrangement will jeopardize the safety of, allowed use of, or condition of MPS facilities, MPS equipment, MPS staff, contractors performing work for MPS, MPS custodians, other renting entities, or any 3rd parties present in a MPS facility. The fee charged for the block of shared time shall be the highest rate for any individual applicant in either group. The lead applicant shall be responsible for paying rental fees and damage charges, with the understanding that both lead and co-applicants are jointly and severally responsible for all charges and damages related to the rental.
- a. If a co-application is being submitted, all lead applicants and co-applicants must sign the following statement:
    - i. By reading and signing this statement, I understand that all applicants, lead applicants, and co-applicants, sharing or co-applying for rental and usage of a Malden Public School facility, are jointly and severally responsible\* for the rental fees, custodial fees, coordinator fees, various detail fees, any damages that occur during the shared block of time, and any other relief sought by Malden Public Schools from us in connection with our rental.

If submitting a co-application to share one slot between two or more renting entities, please sign and date below. Doing so indicates you have read and understand the sharing/co-application section of this policy and understand the statement in section 17(a)(i).

Lead applicant(s) \_\_\_\_\_ Date: \_\_\_\_\_

Co-applicant(s) \_\_\_\_\_ Date: \_\_\_\_\_

(\*”Jointly and severally responsible” basically means that the lead and co-applicant are both individually responsible for the full extent of damages and individually responsible for all uncollected fees in the event the lead applicant or co-applicant is unable to pay.)

**Acknowledge the Sharing regulation and all its subparts by initialing here:** \_\_\_\_\_

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21. **SCHOOL EQUIPMENT:** Approved rental of a school facility does not imply access to any school equipment. Use of any equipment requires direct supervision by school personnel and pre-approval from the SFRC.

**Acknowledge this School Equipment regulation by initialing here:** \_\_\_\_\_

22. **FACILITY ACCESS:** An adult supervisor from the renting entity must be present at all times during the rental. No one will be admitted into a school facility until an adult supervisor from the renting entity is present. No one will be allowed to remain in the school facility without such adult supervision. Events Coordinators, school administrators, and custodians will strictly enforce this regulation to ensure the safety and security of MPS staff and students.

- a. Events Coordinators, school administrators, or the custodians are under strict guidance to keep school facility doors shut and locked at all times. The outside doors will be unlocked only 15 minutes prior to the scheduled event and 15 minutes after the event. At all other times, the doors to the school facility will remain shut and locked to prevent unauthorized access. Once the doors are locked, any late arrivals or early departures to the event must arrange with adult supervisors from the renting entity to gain access. Outside of the pre- and post-event times, no one is allowed to prop open the door.
- b. Failure to comply with any portion of this regulation may result in any or all of the following to any portion or all of the renting entity: immediate termination of the rental event; the renting entity, lead applicant, and co-applicant, may remain responsible for any unpaid charges contained in their rental agreement with MPS; immediate revocation of any permitted access to school facilities or grounds for the lead applicant, co-applicant, or the entire renting entity and guests; permanent bar on any future rental requests by the lead applicant, co-lead applicant, or any person in attendance at the event where the violation occurred; any civil and criminal charges that can be appropriately filed with the proper authorities; or any other appropriate relief requested by MPS, Malden, or their agents.

**Acknowledge this Access regulation and all its subparts by initialing here:** \_\_\_\_\_

23. **FOOD/DRINK/REFRESHMENTS:** No food or drink is ever allowed in any MPS gymnasium or auditorium. Events Coordinators, school administrators, and custodians will strictly enforce this regulation.

- a. Snacks, bottled water, or “bake sale”/fundraiser-type goods may be distributed and consumed in designated areas only, and must be approved in advance by the SFRC. If these fundraiser-type consumables result in extra custodial cleanup time, the renting entity will be billed accordingly in 1-hour increments.
- b. If refreshments like hot/cold menu items (i.e. hot dogs, sandwiches, pizza) and beverages are to be served, the renting entity must have pre-approval from the SFRC. The refreshments may only be served and consumed in a cafeteria. Therefore, in addition to the fees and deposits charged for the facility originally rented, the renting entity will be charged at least one additional custodian, plus the appropriate cafeteria usage fee.
- c. Any renting entity that is renting an auditorium and plans to serve refreshments, must also rent and pay for cafeteria use. At least two custodians will be charged at the current rate to the rental agreement to maintain cleanliness of the spaces and ensure no food or drink is entering the auditorium or other prohibited spaces.
- d. Failure to comply with any portion of this regulation may result in any or all of the following to any portion or all of the renting entity: immediate termination of the rental event; the renting

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entity, lead applicant, and co-applicant, may remain responsible for any unpaid charges contained in their rental agreement with MPS; immediate revocation of any permitted access to school facilities or grounds for the lead applicant, co-applicant, or the entire renting entity and guests; permanent bar on any future rental requests by the lead applicant, co-lead applicant, or any person in attendance at the event where the violation occurred; any civil and criminal charges that can be appropriately filed with the proper authorities; or any other appropriate relief requested by MPS, Malden, or their agents.

**Acknowledge this Food/Refreshments regulation and all its subparts by initialing here:\_\_\_\_\_**

24. RENTAL TIMES: Renting entities must rent a space for at least 3 hours. If custodial charges apply, the renting entity must pay a minimum of 3 hours in custodial charges.
- a. Usage charges and custodial charges are never charged in anything less than 1-hour increments.
25. SCHOOL HOLIDAYS/SUMMER BREAK: Rental requests to reserve a facility during school holidays, scheduled breaks, or summer break will be considered, however *MPS reserves the right not to allow rentals of school facilities/grounds during any scheduled holiday or during the summer break (this includes holidays that fall on weekend days)*. The SFRC will have the authority to allow a rental to occur during school holidays or school breaks, but must confer with the superintendent and the appropriate school principal first. Events during school holidays or breaks are not a priority. Allowing an event to occur during a holiday or break is at the discretion of the SFRC, the superintendent, and the pertinent school principal.
- a. To allow custodial staff to fully prepare the buildings for the returning students, hall rental requests for the month of August will generally not be approved.
- i. Religious groups may continue to submit requests for religious worship services, but may experience a change to location or availability.
- b. Events during school holidays or breaks will require a custodial fee regardless of what day of the week the event will fall on.
26. WEATHER/EMERGENCY: Any school closure related to adverse weather conditions or any other emergency that would necessitate a school closure (i.e. bomb threat, explosion on school grounds, flooding in school facility, loss of power, etc.), will result in immediate cancellation of any scheduled events at that school. The SFRC may make reasonable attempts to relocate the event to another school facility if practical and logistically possible, but is not required to do so. The SFRC may also make reasonable attempts to reschedule the event to another day if practical and logistically possible, but is not required to do so. During weather emergencies, MPS and the SFRC will make every attempt to publish on local news the status of any evening events occurring at MPS facilities, which would include any rentals. If a school closure and subsequent rental cancellation do occur, the rental coordinator will reimburse to the lead applicant any monies paid, minus any non-refundable deposits or fees.
27. CUSTODIANS/CUSTODIAL FEE: All renting entities must at all times be respectful and work with the custodian on duty for their time renting the school facility. The renting entity pays for any custodian on duty. The custodian is also serving as a liaison between the renting entity, the City of Malden, and Malden Public Schools. PLEASE NOTE: The custodian does not provide security services.
- a. On Saturdays and Sundays, all rental entities will be charged a minimum of 3 hours for custodial fees at the current rate in addition to the appropriate facility usage fee for the school facility being used.

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- b. At the discretion of the SFRC, a custodian may be required Mondays-Fridays for high maintenance or high attendance rentals occurring in cafeterias, auditoriums, and gymnasiums. Any custodial fees will be charged at the current rate to the renting entity at a minimum of 3 hours and in 1-hour increments thereafter.
  - c. More than one custodian may be required for any event that expects substantially large attendance, prolonged arrivals and departures of attendees, or expects to serve large quantities of food or fundraiser-type items. Fees for any extra custodian(s) will be charged at the current rate to the renting entity at a minimum of 3 hours and in 1-hour increments thereafter.
  - d. Any renting entity that is renting an auditorium and plans to serve refreshments, must also rent and pay for cafeteria use. At least two custodians will be charged at the current rate to the renting entity to maintain cleanliness of the spaces and ensure no food or drink is entering the auditorium or other prohibited spaces.
  - e. At least one custodian will be required during any event occurring during a scheduled holiday break or throughout the summer break. The renting entity will be charged for the required custodial coverage.
28. **EVENTS COORDINATOR/EVENTS COOR. FEE:** An Events Coordinator will chaperone and attend to rentals occurring on Mondays through Fridays. The SFRC may also require an Events Coordinator on weekend rentals that expect larger crowds, or require complex access to our facilities. The SFRC will maintain a running roster of eligible persons who have current CORI checks on file and will use this roster to assign Events Coordinators to appropriate rentals. Rentals that require an Events Coordinator will be charged an additional fee of \$15 per hour (“Events Coordinator Fee”). The Events Coordinator Fee will be in addition to the facility usage Fee, any custodial fee, and any other required fee or deposit.
29. **POLICE DETAIL:** A police detail is required in accordance with the pertinent city ordinances. Such details are paid for by the renting entity. The SFRC may also require a police detail to include one or more police officers, to be charged at the current rate to the renting entity, for any event that expects substantial attendance, or high foot or automotive traffic throughout the event. When a police detail is required, the SFRC will arrange for the appropriate detail, however the renting entity will be responsible for paying the charges of the detail.
30. **NO SMOKING:** All MPS facilities, schools, buildings, and grounds are non-smoking areas. Violation of this regulation, by any portion of the renting entity, may result in any of all of the following: immediate termination of the rental event; the renting entity, lead applicant, and co-applicant, may remain responsible for any unpaid charges contained in their rental agreement with MPS; immediate revocation of any permitted access to school facilities or grounds for the lead applicant, co-applicant, or the entire renting entity and guests; permanent bar on any future rental requests by the lead applicant, co-lead applicant, or any person in attendance at the event where the violation occurred; any civil and criminal charges that can be appropriately filed with the proper authorities; or any other appropriate relief requested by MPS, Malden, or their agents.
- Acknowledge this No Smoking regulation by initialing here: \_\_\_\_\_**
31. **NO ALCOHOL AND DRUGS:** Alcohol, alcohol use, illegal drugs, and illegal drug use are all NOT ALLOWED in any MPS facility, school, building, or on any school grounds. Violation of this regulation or any part thereof by any portion of the renting entity, may result in any of all of the following: immediate termination of the rental event; the renting entity, lead applicant, and co-applicant, may remain responsible for any unpaid charges contained in their rental agreement with



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MPS; immediate revocation of any permitted access to school facilities or grounds for the lead applicant, co-applicant, or the entire renting entity and guests; permanent bar on any future rental requests by the lead applicant, co-lead applicant, or any person in attendance at the event where the violation occurred; any civil and criminal charges that can be appropriately filed with the proper authorities; or any other appropriate relief requested by MPS, Malden, or their agents.

**Acknowledge this Alcohol/Drug use regulation by initialing here: \_\_\_\_\_**

32. **JENKINS AUDITORIUM** SPECIFIC POLICY ITEMS AND FEES: In February 2010, Malden Public Schools marked the completion of a major restoration of the Thornton Jenkins Auditorium. This included restoration of the art deco architectural elements, along with new stage rigging, new curtain, new lighting and sound systems. In order to ensure the proper care and maintenance of this venue for Malden High School students and the general public, the Malden School Committee adopted rental guidelines to that end. The following policy items are specific to Jenkins Auditorium, but apply to all users.
- a. Only Malden Public School staff and students trained by the theater manager may operate the curtains, rigging, lighting, sound and other performing arts systems in the Jenkins Auditorium.
  - b. Food, drink, and refreshments of any kind are NOT allowed in the Jenkins auditorium. They may be available and consumed in designated areas only.  
(also see the FOOD/DRINK/REFRESHMENTS section above).
  - c. Rental of the Jenkins Auditorium does not imply access to the school's equipment and classrooms ARE NOT included in any rental agreement.
  - d. For safety purposes, the doors to the C building, which houses the Jenkins Auditorium, must be locked at all times. It is the responsibility of the renting entity to appoint a person(s) whose duty it will be to monitor the outside doors to the auditorium. (see also the ACCESS section above).
  - e. All Malden building ordinances and fire codes will be strictly enforced. NO PYROTECHNIC devices of any kind can be used or brought inside the Jenkins Auditorium, any Malden Public School building, or on any Malden Public School grounds.
  - f. No materials such as posters, portraits, advertisements, etc., may be taped, stapled, or otherwise affixed to the walls or paneling of the Jenkins Auditorium, the foyer to the C building, or the entrance outside of the Jenkins Auditorium.
  - g. Failure to adhere to these Jenkins Auditorium-specific policy items or any portion of the general policy items above or below, may result in any or all of the following: immediate termination of the rental event; the renting entity, lead applicant, and co-applicant, may remain responsible for any unpaid charges contained in their rental agreement with MPS; immediate revocation of any permitted access to school facilities or grounds for the lead applicant, co-applicant, or the entire renting entity and guests; permanent bar on any future rental requests by the lead applicant, co-lead applicant, or any person in attendance at the event where the violation occurred; any civil and criminal charges that can be appropriately filed with the proper authorities; or any other appropriate relief requested by MPS, Malden, or their agents.
  - h. The Jenkins Auditorium has no storage for props and costumes. Therefore, all materials must be removed from the facility following the events on the day of the rental.
  - i. Use of the Jenkins Auditorium is first and foremost for school related programs, including athletics and extracurricular activities.

**If applicable, acknowledge this Jenkins Auditorium regulation and all its subparts by initialing here: \_\_\_\_\_**

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- 33. **NO EXCEPTIONS:** No groups, organizations, institutions, or individuals will be exempted from the policies identified above.
- 34. **BUILDING/FIRE CODES:** All renting entities will comply with all building and fire codes and this will be strictly enforced.
- 35. **FINAL ARBITER:** The superintendent of MPS is the final arbiter in regards to the fair and equitable implementation of this policy.

*The Malden School Committee adopted this policy and the facility usage rates on 31-August-2015.*

*The Malden School Committee last reviewed this policy and the facility usage rates on 31-August-2015.*

*The Subcommittee on Policy and Procedure last reviewed this policy and the facility usage rates on 17-August-2015.*

By signing below, I am acknowledging receipt and understanding of this policy, and I understand that by violating any of its terms, it may result in immediate termination of my rental event and a ban on future applications.

\_\_\_\_\_  
Signature (lead applicant)

\_\_\_\_\_  
Date.

\_\_\_\_\_  
Printed Name (lead applicant)