

**ANDOVER PUBLIC SCHOOLS
ANDOVER, MASSACHUSETTS**

J. EVERETT COLLINS CENTER RENTAL POLICY and AGREEMENT

Adopted by the Andover School Committee on June 2, 1998, and revised November 10, 1998, September 16, 2001, September 19, 2003 and September 26, 2006.

Effective retroactive to September 1, 2006., persons and organizations must comply with the following rules and regulations established by the Andover School Department.

1. Parties wishing to reserve the Collins Center are to contact the Collins Center Manager between the hours of 10:00 a.m. and 6:00 p.m. Monday through Friday by calling 978-623-8642.
 - a. Forms are required to be completed prior to the execution of the Agreement for use of the Collins Center and can be obtained from the Collins Center Office at Andover High School, 80 Shawsheen Road, Andover, Massachusetts 01810.
2. Persons and organizations using the Collins Center will be charged certain fees such as those to cover the cost of the time required to prepare the facility for use, restore the facility to an acceptable condition after use, secure the facility after use, support of performance activities, administration, maintenance, police security, fire safety, and so forth. These fees shall be in addition to any rental charge. All fees and rent are payable to the Andover Public Schools in a manner set forth below. Fees payable to the police and fire departments must be made directly to the departments and in separate checks.
3. Persons and organizations renting the Collins Center are restricted to the specific area(s) approved and the nearest toilet facilities. Faculty rooms, cafeterias, etc., unless separately rented, are off limits.
4. If school aged youngsters are involved in activities, adequate and responsible adult supervision shall be provided at all times during the activity. Entry into the Collins Center will not be allowed until responsible supervision is present, and at the conclusion of the activity a responsible adult from the renting organization must remain until the last youngster has safely left school property.
5. Weekday rentals (Monday through Thursday) shall not extend beyond 11:00 PM without the written permission of the School Business Administrator or his designee.
6. The renter will be charged for the time necessary to prepare the facility for use, cleanup, and secure the facility after use. Under no circumstances shall a custodian be responsible for supervision of participants before, during, or after an activity.
7. The use of the Collins Center shall not be allowed while school is in session.
 - a. The examination of the Collins Center may be conducted while school is in session provided prior arrangements are made.

8. All decorations are used, including sets and scenery, must be flame retardant and adhere to local and state fire codes.
9. No sets or scenery shall be left set up on the stage during the week without the written approval of the Collins Center Managers.
10. Refreshments of any kind are prohibited inside the Collins Center.
 - a. Refreshments may be served/sold in the lobby with the prior permission of the Collins Center Manager. The use of the cafeteria may be secured for an additional fee.
 - b. Food service requiring kitchen facilities, food preparation or use of cafeteria equipment or utensil will necessitate the employment of a school cafeteria supervisor(s) to oversee use. The renter shall be responsible for the cost of said supervisor(s).
 - c. Alcoholic beverages of any kind are prohibited on school property.
11. Smoking is prohibited everywhere inside school facilities and on school grounds.
12. Established capacities shall not be exceeded under any circumstances. The seating capacity of the Collins Center is one thousand two hundred (1,200) which includes twenty six (26) handicapped seats. An area for wheelchairs is also available.
13. All technical equipment in the Collins Center is available for use. A qualified technician, selected by the Collins Center Manager, shall be employed by the renter at an additional cost to provide technical and operational assistance.
14. If damage to school property or equipment results, the cost to repair or replace the property or equipment shall be the responsibility of the renter or approved user of the Collins Center. Failure to do so will result in that person or organization being denied use of the Collins Center in the future. Court action may also be taken by the School Department, if necessary.
15. A renter must provide the Andover Public Schools with a policy of liability insurance in the amount of one million dollars (\$1,000,000) naming the Town of Andover, the Andover School Committee, and all their offices, agents, employees, etc. as insured.
16. Any unchartered, unincorporated, or informal group or individual renting the Collins Center must sign a statement releasing and forever discharging the Town of Andover, the Andover School Committee, and all their offices, agents, employees, etc. from liability (see page 5). Only those whose names appear on the form will be allowed to use the Collins Center.
17. When custodial services are required, the renter will be charged a fee to include a minimum of one quarter hour before the activity commences and a reasonable amount of time, as determined by the Collins Center Manager, to secure the facility at the conclusion of the activity.
18. The following rules and regulations shall be strictly enforced:

- a. Curtains shall not be altered or removed without the prior approval of the Technical Coordinator.
 - b. Tape used to mark the stage floor shall be plastic. Masking and duct tape are not to be used. At the conclusion of the rental, all tape and other alterations to the stage must be removed.
 - c. At the conclusion of the rental the stage shall be returned to its original condition.
 - d. No alterations or changes shall be made to the stage counterweight system.
 - e. No alterations or changes shall be made to the cables on the stage fly bar units.
 - f. No alterations or changes shall be made to the lighting system.
 - g. No alterations or changes shall be made to the sound system.
 - h. All questions regarding the use of the Collins Center are to be directed to the Collins Center Manager or in his/her absence, the Senior Custodian or High School Principal.
19. If a performance requires rehearsals, the renter will be assessed an hourly rental fee equal to one half the hourly rate established for the actual performance.
- a. Rehearsals shall not begin before 4:30 p.m. on weekdays.
20. Rental of the Collins Center does not cover the use of other high school facilities. For example, rental of the Collins Center does not include the use of the cafeteria. An additional fee shall be assessed for use of other school facilities.
- a. If both the Collins Center and other school facilities are rented, additional custodian(s) will be assigned and the renter will be charged in accordance with the *Schedule of Rental Rates and Fees For the Collins Center*.
 - b. The rental of the Collins Center entitles the renter the use of the Band and/or Chorus Room at no additional cost. **However, these rooms are not available most weekdays.**
21. Failure to comply with these rules and regulations will result in the forfeiture of the future right to rent any Andover School facilities.
22. The Andover School Committee or its designee reserves the right to cancel any performance or other activity involving the Collins Center whenever, in its sole discretion, such cancellation is deemed to be in the best interest of the Andover Public Schools or the Town of Andover.

RELEASE

In consideration of one dollar (\$1.00) and other valuable considerations to the undersigned paid by the Town of Andover and the Andover School Committee, the receipt whereof is hereby acknowledged, the undersigned hereby remises, releases and forever discharges the said Town and School Committee and all their officers, agents, and employees, and each of them, of and from all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and in equity, which against the said Town and School Committee and their officers, agents, and employees, and each of them, and their heirs, successors and assigns, the undersigned now has or ever had, and more especially on account of personal injuries which the undersigned may suffer while on school premises.

Witness my hand and seal this ____ day of _____, 20__.

NAME

STREET

CITY/TOWN, STATE, ZIP CODE

Signed in the presence of:

NAME

STREET

CITY/TOWN, STATE, ZIP CODE

DATE

SCHEDULE OF RENTAL RATES AND FEES FOR THE COLLINS CENTER

All rates are PER HOUR. The hour begins at the actual time of arrival and ends at the actual time of departure.

ANDOVER BASED GROUPS AND ORGANIZATIONS		
Facility, Service or Equipment	Non-Profit Organization	For-Profit Organization
Collins Center (<i>performance</i>) including the above	\$110.00	\$135.00
Cafeteria	\$35.00	\$50.00
Band Room	\$35.00	\$50.00
Chorus Room	\$35.00	\$50.00
Additional Bathrooms	\$15.00	\$25.00
Kitchen	\$35.00	\$50.00
Classrooms (per)	\$25.00	\$35.00
Custodial Services (per person Mon. – Sat.)	\$30.00	\$30.00
Custodial Services (per person Sun. & Holidays)	\$40.00	\$40.00
Technical Director including consultation and planning	\$55.00	\$55.00
Setup / Stage Preparation	\$75.00	\$100.00
Stage Hands (per person)*	\$14.00	\$18.00
Food Services Personnel (per person Mon. – Sat.)	\$24.30	\$24.30
Food Services Personnel (per person Sun. & Holidays)	\$32.40	\$32.40

OTHER GROUPS AND ORGANIZATIONS		
Facility, Service or Equipment	Non-Profit Organization	For-Profit Organization
Collins Center (<i>performance</i>) including the above	\$135.00	\$165.00
Cafeteria	\$50.00	\$65.00
Band Room	\$50.00	\$65.00
Chorus Room	\$50.00	\$65.00
Additional Bathrooms	\$25.00	\$35.00
Kitchen	\$50.00	\$65.00
Classrooms (per)	\$35.00	\$45.00
Custodial Services (per person Mon. – Sat.)	\$30.00	\$30.00
Custodial Services (per person Sun. & Holidays)	\$40.00	\$40.00
Technical Director including consultation and planning	\$55.00	\$55.00
Setup / Stage Preparation	\$100.00	\$100.00
Stage Hands (per person)*	\$14.00	\$18.00
Food Services Personnel (per person Mon. – Sat.)	\$24.30	\$24.30
Food Services Personnel (per person Sun. & Holidays)	\$32.40	\$32.40

*Crew charge will be 1.5 times hourly rate after eight hours in one day.

**All Rates and fees are subject to change without prior notice. **

The *Collins Center Technical Director* will oversee all engagements. Under no circumstances will the Collins Center be rented without the *Collins Center Technical Staff*.

Rental rates include the use of the Collins Center Lobby, auditorium, stage, backstage and offstage spaces, Band and Chorus Rooms (**weekends only**), and dressing and nearest toilet facilities. Also included are the following:

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- Lighting equipment. Anything needed beyond the Collins Center inventory will have to be rented at an additional charge.
- Audio equipment. Sound reinforcement system including speakers, microphones, stage monitors, etc. A cassette player and compact disc player are also available.
- Other equipment currently on site chairs, tables and lectern. **Not Including Pianos.**

Rates and Fees DO NOT INCLUDE the following:

- Fire detail
- Police coverage
- Parking lot attendants
- Ticket printing
- Ticket sales
- Ushers
- Additional stage lighting
- Additional sound equipment
- Pianos
- Concession sales
- Special effects

Maintenance Fees: A fee of twenty-five cents (\$0.25) shall be assessed per ticket sold for any performances or other functions held at the Collins Center. The purpose of this fee is to fund the repair and replacement of equipment. It shall be the responsibility of the renter to provide an accurate, verifiable accounting of its ticket sales and to charge and collect this fee. The fee is due within five (5) calendar days of the final performance or event. A report of the sale of tickets and a check in the amount due is to be made out to the Andover Public Schools and forwarded to the Andover Public Schools Business Office, 36R Bartlet Street, Andover, MA 01810.

Rental and maintenance fees may be waived by the Superintendent of Schools or his/her designee for Andover nonprofit groups and organizations of a purely civic nature or those providing recreational or educational activities for citizens of Andover provided such activities are available equally to all Andover Citizens. However, all other charges (custodial, etc.) shall not be waived. Further, if an admissions fee is required by the group or organization, rental and maintenance fees shall not be waived. Determinations regarding the waiver of fees will be made on a case by case basis.

Parking: Collins Center parking lots are part of the Andover High School campus. Often, several extracurricular events run concurrently at the High School and parking lots fill up quickly. There is additional parking at West Middle School. Parking regulations will be strictly enforced at all times, regardless of time of day, day of week, or time of year.

Pianos: Any piano in the Collins Center (including those in the band and chorus rooms) may be rented for a fee of \$100.00/day. No piano is to be used or tuned without prior permission from the Collins Center Manager.

AGREEMENT FORM

To the Renter: Please complete this form in its entirety; Please PRINT.

Renter Information:

Name of Organization or person: _____
 Address: _____
 Name of contact person: _____
 Telephone no. of contact person: _____
 In this a "non-profit" or "for-profit" organization? _____
 Site Manager's Name and Telephone no.:¹ _____

Date(s) and times of performance(s) or event(s) including rehearsals: _____

Equipment / personnel needed (please complete with a check mark or an actual number)

- | | |
|----------------------------------|-------------------------------|
| _____ Public address system | _____ Stage Hands |
| _____ Piano | _____ Cafeteria personnel |
| _____ Additional stage lighting | _____ Tables |
| _____ Additional sound equipment | _____ Chairs |
| _____ Setup / Preparation | _____ Consultation / Planning |
| _____ Special effects | |

**Hours begin at the actual time of arrival
and end at the actual time of departure.**

Facilities Requested	Total Hours Performance / Event	Total Hours Rehearsals, etc.
Collins Center	_____	_____
Band Room	_____	_____
Chorus Room	_____	_____
Additional Bathrooms	_____	_____
Cafeteria	_____	_____
Kitchen	_____	_____
Classrooms How many? _____	_____	_____

Anticipated attendance at each performance: _____

Deposit and Payment: A one thousand dollar (\$1,000) deposit for those renting the Center is required at the time of the Agreement. A check in that amount is to be made out to the *Andover Public Schools*. Between the time of the execution of this Agreement and the final performance or event, a bill for the total cost to the renter including custodial, cafeteria services

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(if any), etc. will be established, exclusive of the maintenance fee (see page 7). The amount of this bill less the deposit shall be due at the conclusion of the final performance or event. A check in the amount of the balance due is to be made out to the *Andover Public Schools*.

Fire and Police Services: The forms for these services (see attached) are to be completed and presented at the time of the execution of this Agreement. An Agreement will not be executed without said forms.

Certificate of Insurance: The required Certificate of Insurance shall be presented at the time of execution of this Agreement. An Agreement will not be executed without this Certificate.

Term: This Agreement shall become effective upon receipt of all required forms, certificates and deposits and signatures affixed below, and remain in force until the final performance of even has come to an end and all related costs and liabilities, if any, are cleared.

Validity: If any paragraph of this Agreement is invalid, it shall not effect the remainder of the Agreement, but said remainder shall be binding and effective upon all parties.

The undersigned hereby agree to the terms and conditions set forth above and execute this Agreement on this

_____ day of _____, _____.

Signature of Renter

Date

¹ The renter agrees to identify one person who will act as site manager and coordinator of the production or event and who will assume responsibility for sustaining ongoing communications between the renter and the designated agent of Andover Public Schools.

For School Department use only

Police Department signed form attached? (required)

Yes No

Fire Department signed form attached? (required)

Yes No

Certificate of Insurance attached? (required)

Yes No

RELEASE (page 5) attached? (required)

Yes No

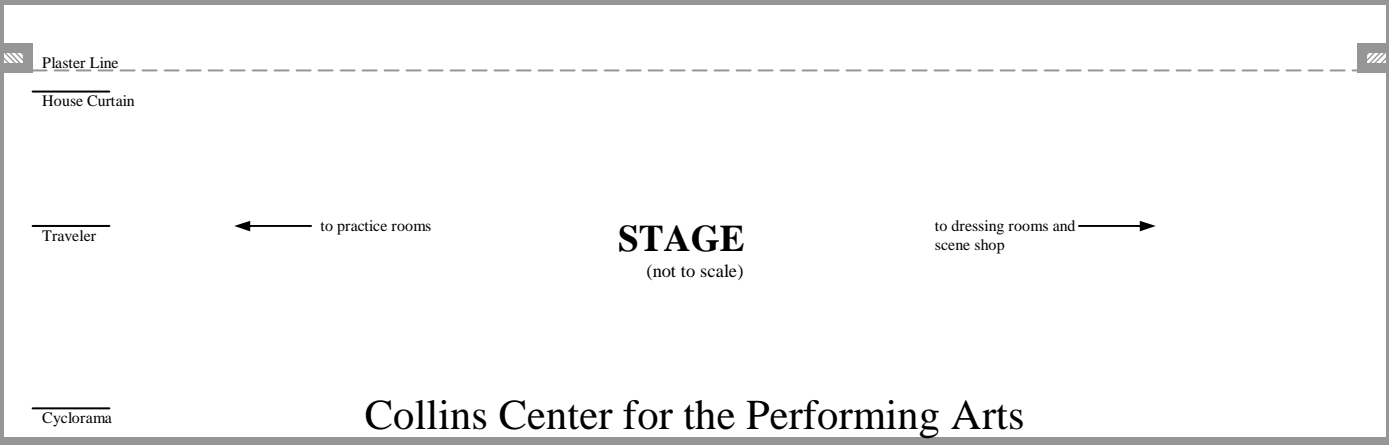
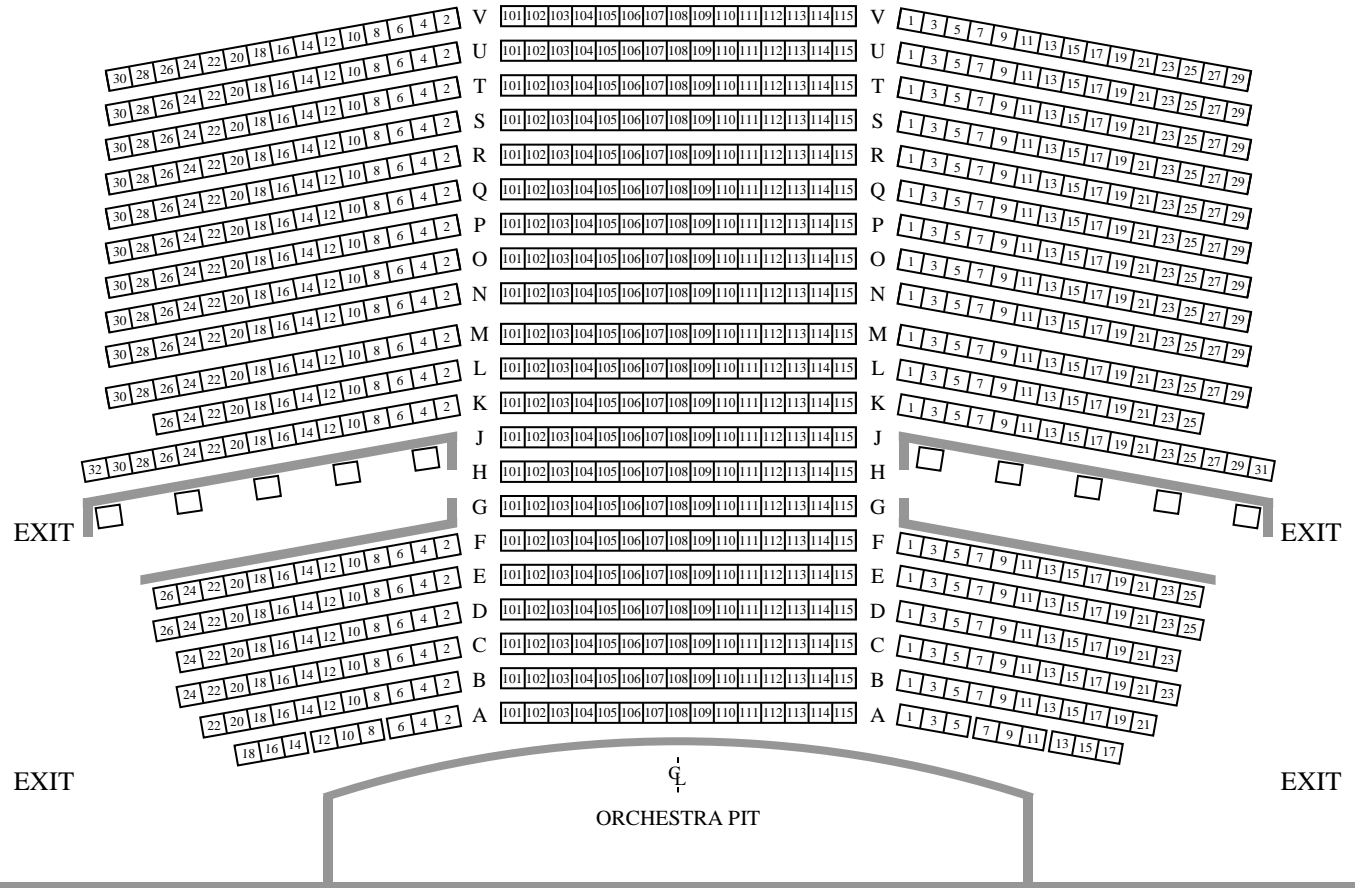
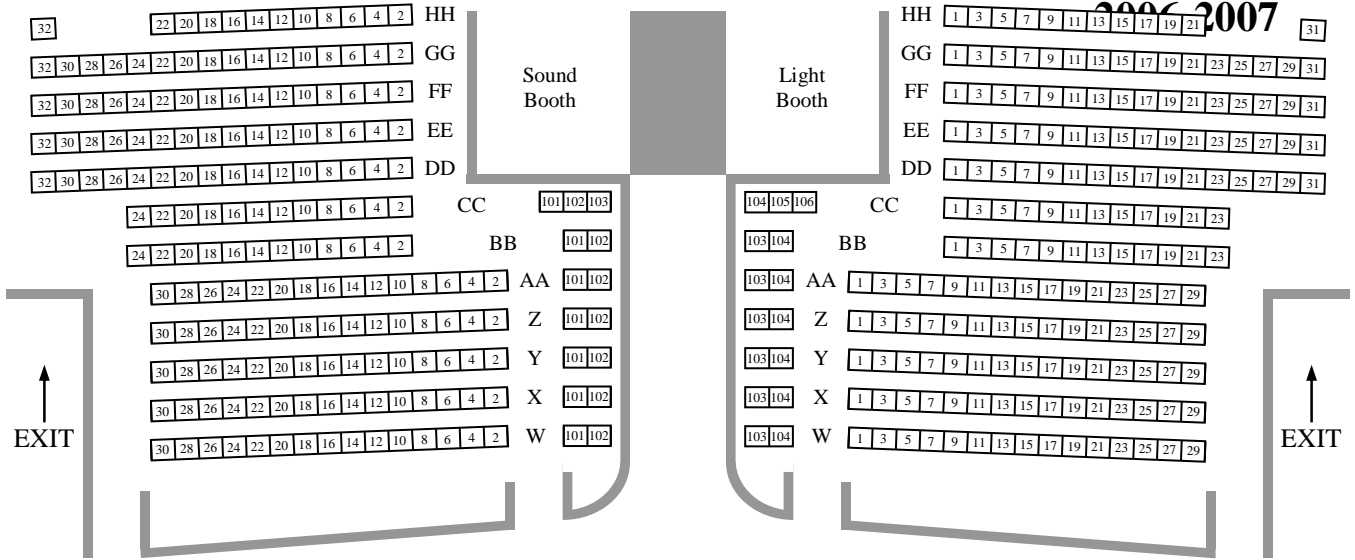
Deposit received if a rental? (required for rentals)

Yes No

If ALL required items are attached:

Signature on behalf of the Andover Public Schools

Date



Collins Center for the Performing Arts

2006-2007

**COLLINS CENTER FOR THE
PERFORMING ARTS
ANDOVER, MASSACHUSETTS**

Scott Worthley
Collins Center Manager
100 Shawsheen Road
Andover, MA 01810
(978) 623-8642

Dear Collins Center Renter:

Please be advised that a fire watch is required for the Collins Center at the Andover High School for the event/performance you are planning. The required fire detail shall consist of three (3) fire department members. Each member of the detail will be paid for a minimum of four (4) hours at the rate of \$40.00/hr.

You must complete the enclosed form and return it to the Andover Fire Station before we can complete your booking. Please contact Liz Kochakian @ (978) 475-1281 X1 to make an appointment to pay for the detail and have the form signed.

Sincerely,

Scott Worthley
Collins Center Manager

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ANDOVER FIRE DEPARTMENT

32 North Main Street
Andover, MA 01810

Charles H. Murnane, Jr.
Fire Chief

FIRE WATCH DETAIL – COLLINS CENTER

Date(s) of Event/Performance _____

Time of Event/Performance _____

Amount of People Expected _____

Event Organizer _____

Address _____

Contact Person(s) _____ Phone (Day) _____

_____ Phone (Night) _____

To be completed by Fire Department Official:

Fire Watch Detail Required? Yes _____ No _____ No. Of Hours _____ No. of Men _____

Fire Watch Detail Times: _____

Note: Fire watch detail rate is \$40.00 an hour, 4 hour minimum; after 4 hours, 8 hour minimum

Approved: Fire Dept. Official _____ Date _____

Amount Paid _____ Date _____

Return form with check to the Andover Fire Department