



Haverhill High School Sapienza Memorial Track Policies and Procedures

General Policies

The following rules and regulations have been established for the benefit of all users of the Sapienza Track Facility to assure the safe operation and enjoyable recreational opportunities for all. Patrons are requested to cooperate in observing these rules and to obey the instructions of the High School staff.

Permitted Hours and Activities

The track will be made available to individuals for personal exercise at no cost during the following days and hours when the regular school year is in session, other than on District and school holidays:

- Monday through Friday from 2:30 PM until dusk, but no later than 8:00 PM.
- Saturdays and Sundays from 7:00 AM to 8:00 PM.

Track hours will be posted. Track usage and availability during the summer and District or school holidays will be determined by the HPS Athletic Department in consultation with the Facilities Department. Individuals using the track will do so at their own risk.

Exceptions:

The track will NOT be available when HPS scheduled activities are using the facility. This includes all HPS athletic events and extracurricular activities as well as when entities or organizations are granted access through a Facilities Use Agreement or lease. Use of the track when the facility is locked or closed to the public is strictly prohibited.

General Rules

1. The usage of the Sapienza Track Facility must follow all rental policies, and children must be directly supervised at all times. All entities or organizations must schedule rentals in advance.
2. High School staff have the authority to enforce all facility rules. Patrons who repeatedly violate the rules or reasonable requests of staff may be ejected from the facility.

3. No person within the facility shall behave in such a manner as to jeopardize the safety and health of himself/herself and others. Such behavior, including abusive or profane language, shall be grounds for expulsion.
4. Loitering will not be permitted on the high school grounds.

Sapienza Track Rules

1. NO dogs or pets of any kind, except service animals as defined by the ADA;
2. NO smoking or use of any tobacco products;
3. NO skateboards, rollerblades or bikes;
4. NO wheeled vehicles except wheelchairs;
5. NO portable heater and any open flame;
6. NO food, chewing gum, or sunflower seeds on the track;
7. NO glass bottles;
8. Appropriate litter and recycling receptacles must be used at all times.

Group Use / Rental Procedures

Requests by entities or organizations to rent the track on an hourly basis should be made through the Haverhill High School Department of Athletics.

1. The Director shall be contacted in advance concerning proper arrangements prior to use of a facility.
2. A Facility Use agreement including rental fees will be executed prior to all rentals.
3. The Tenant shall be responsible for proper care, conduct, and discipline.
4. The Tenant as well as visiting groups shall not use the equipment, which is the property of Haverhill High School, unless the express permission of the high school staff has been given and the specific equipment to be used is expressly stated.
5. All rental dates are weather permitting, with possible postponements due to unforeseeable circumstances.
6. Should a conflict arise between a school function and use of school facilities by outside parties, the Tenant will have to relinquish their time and if possible the time will be made up at the earliest possible date.

Insurance

1. If the Leased Premises is damaged by fire or other casualty resulting from any act or negligence of tenant or any of tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair.
2. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property located in the Leased Premises. The Tenant shall be responsible for any and all injuries to any person or persons using the said facility under this agreement to use said facility, and the Tenant shall save the City of Haverhill and Haverhill Public Schools harmless from any and all injuries to persons or property of said person using the facility. In the event that the Haverhill Public Schools or the City of Haverhill shall be called upon to pay for any such injuries, the individual, firm, or corporation hiring said facility shall indemnify the City of Haverhill for any losses paid by the City.
3. Tenant shall, at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the activities that take place on the Leased Premises, with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord. Further, such insurance shall afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury,

property damage or combination thereof, with Landlord listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance. Tenant shall provide Landlord with current Certificates of Insurance naming the City of Haverhill and the Haverhill Public Schools as an additional Insured. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least thirty (30) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises of the Building.

Indemnification

The Tenant will be required to indemnify and hold harmless the City of Haverhill and the Haverhill Public Schools for all damages to life and property that may occur due to his negligence or that of his employees, subcontractors (if any), or any others under his control or influence. Such indemnification shall be liability and property damage insurance in amounts or at least three million dollars (\$3,000,000), same to include the City of Haverhill and the Haverhill Public Schools as an additionally named insured. In addition, the company hereby agrees, warrants and represents to the City that it will indemnify and insure against any and all damage caused by the Company to or against another co-locator tenant on the City property site

Tenant shall at all times relieve, indemnify, protect and save harmless the Landlord and each of its boards, officers and employees from any and all claims and liability of death of and injury to persons or damage to property that may arise from or be caused by the operation, maintenance or occupation of the aforesaid premises by the Tenant under the provisions of this Lease or by the negligence of the Tenant, its agents, officers or employees.