1. GENERAL POLICY

District building and grounds are by law civic centers and may be used by District residents for supervised recreational activities and meetings. (*Utah Code Unannotated 53A-3-413*)

Use of District property for civic center purposes shall not interfere with any school function or purpose. (*Utah Code Unannotated 53A-3-413*)

The Board of Education delegates to principals and their designees the authority and responsibility to implement this policy as provided herein.

A principal or principal’s designee may refuse the use of District facilities if the use is determined to be inadvisable. (*Utah Code Unannotated 53A-3-413*)

2. GENERAL DEFINITIONS

2.1 District Facility means Wasatch County School District school building or ground established and maintained as a limited public forum to district residents for supervised recreational activities and meetings subject to the policy.

2.2 Building Rental Application/Permit as used herein means the written permit issued to a Lessee by a principal or principal’s designee for use of a District facility which, when executed by the authorized District representative, is a contractual obligation of the Lessee.

2.3 Lessee as used herein includes all persons, association, public organization, partnership, and corporation whose Building Rental Application/Permit is signed, submitted and approved under this policy.

2.4 Building Supervisor as used herein means the District employee assigned by the principal or principal’s designee to supervise and be present during the permitted event.

2.5 Building Rental Fee Schedule means the schedule of fees and costs adopted by the District from time to time under this policy.

3. TYPES OF USE

3.1 DISTRICT SPONSORED PROGRAMS

PTAs and other District schools shall be granted use of District facilities for school-related activities so long as the activity does not disrupt the functions of the hosting school and the visiting entity or school reimburses all actual costs incurred by the hosting school. School clubs, teams or programs which sponsor or host commercial entities in utilizing school facilities, are subject to the fees outlined in the Building Rental Fee Schedule.
Merely allowing a school club, team or program to access an activity or to provide concessions at an activity does not qualify the activity as a school or District sponsored program.

3.2 AFTER SCHOOL PROGRAMS

Classes conducted in a District facility for the benefit of students, such as private music lessons and tutoring, shall be operated at the discretion of the school principal and will be subject to fees.

3.3 PUBLIC SUPPORTED INSTITUTIONS OF LEARNING

Programs offered at the District’s request are considered District supported programs and do not require payment of a rental fee. The actual costs incurred by the hosting school as determined by the principal or principal’s designee shall be reimbursed by the District department sponsoring the program.

Programs located at a District facility but hosted by an outside public institution are subject to the actual costs of the event as determined by the principal or principal’s designee.

3.4 INTERLOCAL AGREEMENT USE

Interlocal agreements duly made by the District govern the subject matter they cover and supersede this policy. Any use by a city or county for programs or activities not covered by an applicable interlocal agreement is subject to the non-profit rates outlined in the Building Rental Fee Schedule.

3.5 CHARITABLE AND NON-PROFIT USE

Charitable and non-profit rates apply to community organizations such as service clubs, cities and counties. Non-profit organizations must have a tax exempt IRS number. Principal or principal’s designee may grant limited free use to public service organizations who perform strictly public services when custodial and other services are not required beyond the regularly scheduled duty and when

[a] no school funds are used to subsidize the events
[b] the request is for occasional use only
[c] the use has no commercial purpose

If there are actual costs for the District facility associated with a charitable and non-profit use, those actual costs are subject to the non-profit rates outlined in the Building Rental Fee Schedule.
Charitable and non-profit organizations that sponsor or host commercial entities utilizing District facilities are subject to fees as outlined in the Building Rental Fee Schedule.

3.6 COMMERCIAL USE

Commercial rates apply to an organization or individual whose motive is to make a profit or promote a for profit enterprise.

4. PROCEDURES

4.1 An applicant shall complete and deliver to the principal or principal’s designee all of the information required in the Building Rental Application/Permit packet. The principal or principal’s designee shall review the application and complete the requirements of the District in the packet and obtain the signatures of the lessee prior to the date of the rental.

4.2 Principal or principal’s designee shall charge for the use of facilities as outlined in the Building Rental Fee Schedule.

4.3 Principal or principal’s designee, in consultation with persons requesting the rental, will determine personnel required for each rental.

4.4 Collection of rental fees is the responsibility of the principal or principal’s designee. All applicable application costs, deposits and fees shall be paid in advance, or the application shall be denied.

4.5 All rental time shall be computed from the time requested for access for the use until all persons associated with the rental have vacated the District facility. The fee will be adjusted for any additional time not covered by the initial application.

4.6 Equipment, keys and property shall not be loaned or removed from the District facility.

4.7 The principal or principal’s designee shall establish the charges for the building and school equipment (spotlights, VCR/DVD, screens, televisions, sound systems, etc.) and supplies used by the lessee.

4.8 The assigned school building supervisor is responsible for oversight of the District facility during the rental period.

4.8.1 The District facility may not be left without such supervision while occupied.

4.8.2 In addition to the District facility supervision provided by the school, all rental groups must provide supervision to maintain order and prevent damage or loss of school property.
4.9 Principal or principal’s designee shall require permit applicants to provide a Certificate of Insurance for liability and property damage before the permit is granted.
  4.9.1 The Certificate of Insurance shall be for one million dollars ($1,000,000) per occurrence.
  4.9.2 The certificate will not be required if addressed under a superseding interlocal agreement.

4.10 The Lessee shall adhere to this policy, the District general regulations included in the application packet, the standards of behavior posted at the District facility, and all applicable state and federal laws.
  4.10.1 Violation of any of these standards is grounds for termination of the permitted use and the immediate removal of those individuals associated with the rental.
  4.10.2 In such case, there shall be no rebate of fees or costs paid, and the terms of the rental agreement shall apply to any additional costs incurred by the District to enforce the removal and cover any damages incurred.

5. CANCELLATIONS

5.1 In the event that a conflict should develop between a school function and a rental request, the District reserves the right to cancel the rental reservation by giving written notice of cancellation to the renter at the address given in the application, by depositing the notice, postage prepaid, and posted as first class in the United States mail at least ten (10) calendar days in advance of the scheduled date.

5.2 Subject to Paragraph 3.3, Renting organizations may cancel a contracted Building Rental Application/Permit by a written notice of cancellation delivered to the principal or principal’s designee no less than seventy-two (72) hours in advance of beginning time.

5.3 All actual costs incurred by the District upon cancellation or their “no show” of a confirmed use must be paid by the Lessee. These costs include, but are not necessarily limited to, custodial fees based on a two (2) hour minimum.

5.4 The remainder of the rental fees and deposit will be refunded, (less costs incurred as stated above) concerning a properly cancelled event.

5.5 Requests to transfer an approved Building Rental Application/Permit to another date are considered a cancellation. The application may be re-submitted for another date and the application requirements updated with the contract fees and accompanying documents as a new application, effective upon acceptance by the principal or principal’s designee.

6. FEE SCHEDULES
The Building Rental Fee Schedules shall be established by the Board of Education and are subject to periodic review.

6.1 SECURITY DEPOSIT

6.1.1 At the discretion of the principal or principal’s designee, the lessee may be charged a refundable security deposit of up to $1,000.

6.1.2 Security deposits shall be paid by the lessee in a separate check to be deposited by the principal or principal’s designee. The deposit may be commingled with District funds and is not required to be maintained in a separate account.

6.1.3 Following the rental period, the principal, principal’s designee or building supervisor shall inspect the District facility to ascertain whether any damages or anything requiring extra cleanup is then evident. The cost of curing any such damages will be deducted from the security deposit and the remainder items shall be refunded to the lessee. If no extra charges assessed, the full amount of the security deposit shall be refunded to the lessee in the form of a check. If, waiting at a reasonable time after the permitted use, damages caused by the use are discovered, the cost of curing these items will be paid by the Lessee, within ten (10) calendar days of being invoiced for them. Any charges exceeding the security deposit shall be paid within the (10) calendar days of invoice.

6.2 FACILITIES

Users will be charged according to the Building Rental Fee Schedules applicable to the lessee’s rental status. (see application packet)

6.3 PERSONNEL

6.3.1 Payment of wages for personnel providing supervision or other services in support of building rental shall be paid in compliance with the applicable negotiated agreement.

6.3.2 The principal or principal’s designee is responsible for determining the number and type of personnel required for a particular activity in compliance with this policy.

6.3.2.1 At least one custodian is required. Custodial services required for rentals cannot require the on-duty custodian to be removed from regularly assigned responsibilities. If custodial services are required beyond those as scheduled to be performed by the custodial staff at that facility, costs must be charged to the lessee.
6.3.2.2 General supervision/security is required. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.

6.3.2.3 At least one stage technician is required for rental of the auditorium when using the sound system. An additional technician is required when using the sound system and lighting system.

6.3.2.4 At least one member of the school lunch staff is required for rental of the kitchen.

6.3.2.5 Payment of wages for personnel providing supervision or other services in support of building rental shall be paid in compliance with the applicable negotiated agreement.

7. REQUIRED FORMS DUELY EXECUTED BY LESSEE

7.1 Building Rental Application/Permit

7.1.1 Copy of District Policy

7.1.2 Building Rental General Regulations

7.1.3 Certificate of Insurance

7.2 Wasatch County School District Indemnification Agreement

7.3 Building Rental Fee Schedule

7.4 Post-rental Checkout Form