



02-101— Facilities Usage Policy

1.0 Purpose

To serve the community and provide opportunities for citizens to participate in educational and recreational activities by making available appropriate use of school facilities in accordance with law and available resources in the school.

2.0 Definition

“Facilities” means the school building, grounds, accessory buildings (i.e. storage sheds), equipment, and property belonging to Gateway Preparatory Academy (GPA).

3.0 Use of School Facilities

3.1 Primary Use of School Facilities

The primary use shall be for the educational program of the school. All other uses shall be secondary and shall not interfere with the school program or purpose.

3.2 Secondary Use of School Property and Facilities

3.2.1 School Sponsored Programs, Activities, Meetings, and PTO Use

School property and facilities may be used by the Parent Teacher Organization (PTO), teachers, students, administration, and other authorized persons for school-sponsored programs and activities, including but not limited to, membership meetings, committee meetings, after-school programs, clubs, fairs, sports, and all other school-related activities.

Allowing students, faculty, parents, a school club, team or program to access an activity, or provide concessions at an activity, does not necessarily qualify the activity as a school-sponsored program.

3.2.2 Community Use

Community Use applies to citizens, youth groups, public agencies, senior citizens organizations, clubs, and associations formed for recreational, educational, political, economic, artistic, or moral activities.

3.2.3 Charitable or Non-Profit Use

Charitable and Non-Profit Use applies to organizations such as service clubs, scouting organizations, civic groups, public service organizations, church and religious organizations, and other groups that have tax-exempt status under 501c3.

3.2.4 Commercial Use

Commercial use applies to organizations or individuals whose motive is to make a profit and may include, but not be limited to, events for which admission is charged or items and/or services are sold, and teachers or persons (including those employed by the school) who are providing private instruction in any subject for a fee.

Facilities may be used for commercial purposes in accordance with regulations as long as such use is of a general interest to the public and not primarily directed toward selling products, services or entertainment to the students or employees of the facility.

3.2.5 Other Uses and Limitations

School facilities may be made available to public agencies for polling places and mass care shelters during disasters or emergencies affecting public health and welfare.

School property and equipment shall not be loaned or taken from the school for non-school affairs.

School facilities will be available for secondary use only at times other than normal school hours, except for approved school-supported events and when used as polling places. School facilities will not be available for use on Sundays or holidays.

4.0 Application and approval for rental of school facilities

The application for, approval of, and use of facilities shall be in accordance with the terms, conditions, and limitations as set forth in the policy and regulations established by the GPA Board of Trustees and administered by the Business Manager as approved by the School Principal.

4.1 Procedures

4.1.1 An application for use of school facilities shall be submitted for all uses other than school-related purposes, and at least 10 days in advance of the requested date. Exceptions may be granted at administrative discretion.

4.1.2 The application must be signed by an adult of 21 years of age or older. The signatory is responsible for all aspects of use as outlined in the policy and regulations.

4.1.3 The Business Manager shall review an application and determine classification of use, personnel requirements, fees and any additional costs for the activity, and ensure compliance with policy.

4.1.4 The School Principal may refuse the use of school facilities when the application is incomplete or non-compliant, or the use conflicts with another scheduled event, or the use is otherwise inadvisable.

- 4.1.5 Upon approval, a permit will be granted to the lessee. The school reserves the right to revoke a permit at any time.
- 4.1.6 The Business Manager shall collect any applicable rental fees in advance.
- 4.1.7 The School Principal shall inform the Board of Trustees of all uses of the school facilities in advance.

4.2 Restrictions

- 4.2.1 The use of school facilities shall not interfere or conflict with the educational program.
- 4.2.2 No use shall be granted in such a manner as to constitute a monopoly for the benefit of an organization or individual.
- 4.2.3 No privilege of using the building or grounds shall be granted for a period of time exceeding one year. The privilege is renewable and revocable at any time.
- 4.2.4 The lease to any one religious organization may not exceed five separate or consecutive calendar days, or portions thereof, in any fiscal year unless special approval has been granted by the Board of Trustees.
- 4.2.5 Rental of laboratory facilities such as computer labs, media centers, music labs, science labs and art labs may be restricted.
- 4.2.6 Rental of the gymnasium shall be allowed when adequate protection of the gym floor and participants is assured by the lessee.
- 4.2.7 Any requested use that does not qualify under the provisions of this policy must be approved by the Board of Trustees.
- 4.2.8 Use by an organization or individual with prior violations of the policy may be restricted. Whenever rules and regulations have been violated, the school may permit limited use or refuse to consider future facilities use permits for the organization or individual.

5.0 Rental Fees and Costs

The Rental Fee Schedules shall be established by the Principal and approved by the Board of Trustees. This schedule is subject to periodic review and modification.

5.1 Determination of Fees

- 5.1.1 Users shall be charged according to the Rental Fee Schedule applicable to the user's classification of use.

- 5.1.2 The Business Manager shall initially determine fees and costs upon examination of the classification of the use, equipment and provisions needed, personnel needed, and usage time.
- 5.1.3 All rental time shall be computed from the time of requested opening to closing of the doors. Persons lingering in the building shall be the responsibility of the lessee and closing time shall be the time when all persons associated with the rental have left the building.
- 5.1.4 Fees are subject to adjustment based on the actual rental time, personnel and services used, and/or excessive mess or damage.

5.2 Classification for Use of School Facilities

5.2.1 No Cost

Groups, events and activities that are organized under the direction of Charter Academy are not considered lessees and are not subject to rental fees or costs. Participants may be held civilly or criminally liable for damage to the building as applicable.

Government agencies, community groups or citizens, associations and non-profit organizations may also qualify for this classification if they are serving the public interest and/or convening for educational, general character building, and/or charitable purposes, and no other additional school funds or resources are needed to subsidize these meetings. All meetings qualifying under these provisions must also be non-exclusive, open to the public, free of charge. Meetings or activities that require facilities or services above the normal provisions or scheduled duty are subject to Actual Cost.

5.2.3 Actual Cost

Actual Cost means the charge for facility use will not exceed the actual cost incurred for the use and operation of the facility. Actual Cost shall apply to organizations or individuals that require facilities or services above normal provisions, charge admission fees, solicit contributions, or charge for services or products, the net proceeds of which are expended for the benefit of the community in general, or the benefit of the school, or for other charitable purposes.

Any sponsorship or hosting of commercial entities is subject to Commercial Rates.

5.2.4 Commercial Rates

Commercial rates shall apply to those organizations or individuals that charge admission fees, or charge for services and/or products, for the purpose of making private or corporate profit and which proceeds are spent for other than charitable or welfare purposes. The minimum commercial rate shall be equal to the fair market value charged for rental of comparable school facilities and as outlined in the Rental Fee Schedules.

5.3 Security Deposit

At the discretion of the School Principal, the lessee may be charged a refundable security deposit of up to \$500.00.

- 5.3.1 The School Principal shall determine the amount of the security deposit based on the size of the group, the location of the activity, and the type of activity involved.
- 5.3.2 Security deposits shall be paid by the lessee in a separate check and deposited by the Business Manager, not held until the end of the rental period.
- 5.3.3 Following the rental period, the School Principal or supervisory personnel shall inspect the facilities for damage or excess mess requiring extra cleanup time. Any such extra charges will be deducted from the security deposit and the remaining amount shall be refunded to the lessee in the form of a check. Should there be no extra charges assessed, the full amount shall be refunded. The School Principal will determine whether the full deposit should be refunded.

5.4 Additional Costs

The following items are not included in the basic rental fee schedule as normal provisions and may be subject to additional fees and/or security deposit:

- 5.4.1 Equipment and Services
 - PE and sports equipment
 - Audio and visual equipment
 - Pianos and musical instruments
 - Kitchen appliances
 - Set up of equipment and chairs/tables

5.4.2 Personnel

Additional on-duty personnel may be required, depending upon the nature and size of the activity or event. The Business Manager is responsible for determining the number and type of personnel required for a particular activity in compliance with this policy. Guidelines for determining necessary personnel are as follows:

5.4.2.1 At least one custodian is required if one is not on duty. If custodial services are required beyond those as scheduled to be performed by the custodial staff at the facility, or an on-duty custodian is pulled away excessively from his/her regularly assigned duties, additional costs may be charged to the lessee.

5.4.2.2 General supervision/security, beyond the custodian on duty, is required if the Business Manager determines the activity requires such. General supervision of the facility may be assigned to an additional custodian, teacher, administrator, or other qualified staff member.

5.4.2.3 Qualified personnel may be required for use of certain property/equipment and rooms, such as stage, sound equipment, musical instruments, and other specialty items or areas.

5.4.3 Loss, Damage or Excessive Mess

Charges may be assessed for the actual replacement, repair, or clean up cost for any loss, damage, or condition resulting from any activity above normal wear and tear.

1.4.4 Collection of Fees

1.4.4.1 Building fees and related costs must be paid before the date of rental.

1.4.4.2 Additional costs assessed will be collected at the conclusion of the rental period, or deducted from the security deposit (if applicable).

6.0 Regulations for Use

6.1 Supervision

Facilities may not be left without supervision while occupied.

6.1.1 A representative of the school, usually a custodian, will be present on school property as supervisor for the entire time an authorized activity is taking place. The assigned supervisor will have responsibility for oversight of the facilities during the rental period to ensure all rules, regulations, and laws are adhered to by the facilities users. At the conclusion of the activity, the building supervisor will secure the building and report any violations.

6.1.2 In addition to the building supervision provided by the school, the lessee must provide two or more adult supervisors to remain on the premises during the entire rental period to maintain order and prevent damage or loss of school property. At his discretion, the Business Manager may require the lessee to provide additional activity supervisors. The School is not responsible for crowd control or any criminal activity that takes place during the rental period.

6.1.3 All juvenile organizations and groups seeking use of the school premises shall have adequate adult sponsorship and supervision of each use.

6.1.4 Food and drink may only be consumed or used in areas approved by the Business Manager.

6.2 Liability Coverage

- 6.2.1 All events and activities held at the school must have appropriate liability and damage coverage.
- 6.2.2 Charter Academy assumes no liability for personal injury or property damage on behalf of the lessee. The lessee is required to provide a Certificate of Insurance for liability and property damage in an amount not less than \$1,000,000.00 per occurrence. The certificate must provide appropriate coverage for the activity, and name Charter Academy as an additional insured.

6.3 Regulations for Equipment Use

- 6.3.1 Equipment, keys and property shall not be loaned or removed from the building.
- 6.3.2 A lessee requesting the use of equipment certifies that it will be operated by a qualified person. The lessee assumes responsibility for such equipment and agrees to repair or replace any equipment which might be damaged, lost or stolen while under its jurisdiction.
- 6.3.3 The use of other than school equipment may be restricted.

6.4 Other Regulations for Use

- 6.4.1 All permits are for specific facilities and hours. It shall be the responsibility of the applicant to see that unauthorized portions of the facilities are not used and that the premises are vacated as scheduled.
- 6.4.2 All functions shall close by 10:30 p.m. unless special permission is secured in advance from the School Principal.
- 6.4.3 No storage is available, and belongings owned by individuals or organizations must be removed after each use.
- 6.4.4 The lessee is subject to adherence to the standards of behavior of the school and Utah State Law. The possession or use of alcohol, tobacco or narcotics shall not be permitted within the school facility or grounds. Profane language, quarrelling, fighting and gambling are also prohibited activities. Violation of these rules is sufficient cause for denying further use of school facilities to the organization or individual, and may result in the forfeiting of all deposits (if applicable).
- 6.4.5 Drapes, hangings, curtains, drops and all decorative materials used within or upon the school buildings shall be made of non-flammable

material, or shall be treated and maintained by means of a solution or process approved by the State Fire Marshall. No open fires or flames (candles) shall be permitted without proper authorization.

- 6.4.6 Shoes with cleats or plates are not permitted in the school building.
- 6.4.7 The facilities must be left clean and in the same condition as the user found them. The school reserves the right to assess clean-up charges.
- 6.4.8 Persons or organizations using school facilities may not remove or displace furniture or fixtures, including lights, thermostats, etc. except under the direct supervision of the school's building supervisor.

Approved by the board: November 14, 2013

Schedule of charges for use of the building

Institutional Status	Cleaning deposit (refundable)	Room used	Hourly Fee	Daily fee (5+hours)	Monthly fee
Non-profit	\$50.00	Common	None	\$10.00	\$100.00
		Gym	\$10.00	\$30.00	
Non-profit (fund-raiser)	\$50.00	Common	\$5.00	\$25.00	\$200.00
		Gym	\$20.00	\$30.00	
For profit	\$50.00	Common	\$10.00	\$25.00	\$500.00 max
		Gym	\$25.00	\$30.00	
Affiliated with school	none				
School activity	none				

Cleaning expectations-

Floors swept and mopped if needed

Bathrooms cleaned

Garbage picked up- baskets emptied

Building secured

Deposit will be returned after inspection by school maintenance director:

Replacement fee will be charged for anything broken

Building use contract:

Gateway Preparatory Academy
 GPACCharter.org
 201 E Thoroughbred Rd.
 Enoch, UT 84721

Representing the following organization _____ with this Institutional status _____. I agree to the building use charges as explained above and contract for use of Gateway Preparatory Academy as follows;

Day	Date(s)	Hours	Start Time
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Room request – (only the gym, the stage, and common areas are available for use)

The agreed upon fees must be paid at signing. Gateway agrees to make entrance to the building available prior to the event. Set up and clean up time is included in the charged hours.

Signature _____ Date _____

USE OF PREMISES AGREEMENT

SECTION ONE--DESCRIPTION OF PREMISES

Gateway Preparatory Academy grants _____ ("User") permission to use the premises located at _____.

SECTION TWO--TERM

The term of this use agreement is during the hours and days of _____, from _____ to _____ on _____.

SECTION THREE--USE OF PREMISES

The demised premises are to be used for the purpose(s) of _____

_____.

User shall restrict its use to such purposes, and shall not use or permit the use of the demised premises for any other purpose without the prior, express, and written consent of school, or school's authorized agent. User shall have access only to the following rooms/areas of the premises:

_____.

SECTION FOUR--RESTRICTIONS ON USE

A. User shall not use the demised premises in any manner that will increase risks covered by insurance on the demised premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of user's business purposes.

B. User shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the demised premises, and shall comply with all requirements of the insurers applicable to the demised premises necessary to keep in force the fire and liability insurance.

C. User shall not enter classrooms, offices, or other rooms in the school and shall keep all occupants within the multi-purpose room and the nearest restrooms and hallways.

SECTION FIVE--WASTE, NUISANCE, OR UNLAWFUL ACTIVITY

User shall not allow any waste or nuisance on the demised premises, or use or allow the demised premises to be used for any unlawful purpose.

SECTION SIX--REPAIRS AND MAINTENANCE

User shall be responsible at its expense for the repair of any damage to the demised premises during its use. Work will be completed in a reasonable time and to the satisfaction of the school.

SECTION SEVEN--SECURITY OF PREMISES

D. User is responsible to secure the demised premises after its use, including locking all doors and access points, and enabling the security system.

E. User will be liable for any damage or theft resulting from failure to properly secure premises.

SECTION EIGHT--NONLIABILITY OF SCHOOL FOR DAMAGES

School shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the demised premises by user, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the demised premises during the term of this use agreement or any extension of such term. User shall indemnify school from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature. User shall carry liability insurance with limits not less than \$1,000,000 per incident and shall name School as an additional insured and shall provide evidence to School's business manager of such liability insurance prior to the use of premises.

SECTION NINE--ENTIRE AGREEMENT

This use agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this use agreement shall not be binding upon either party except to the extent incorporated in this use agreement.

The titles to the paragraphs of this use agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this use agreement.

In witness, each party to this use agreement has caused it to be executed at _____ on the date indicated below.

[Signatures and date(s) of signing]

Approved by board :November 14, 2013