



**Official Policy  
of  
Ogden Preparatory Academy**

**5. Facilities**

**5.01 Building Use Policy**

**Effective/Revision Date:** 11/19/2015

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**PURPOSE**

The purpose of this policy is to establish procedures for the use of the Ogden Preparatory Academy (the “School”) building and facilities by outside individuals and groups.

**POLICY**

In accordance with state law, the School’s facilities are available for use as a “civic center” when such use does not interfere with a School function or purpose, does not violate any applicable law or regulation, and does not otherwise impose an unreasonable burden on the School or expose the School or participants to unreasonable risk.

Any permission to use School facilities is granted pursuant to Utah Code 53A-3-413 and -414 and is considered a permit for governmental immunity purposes under Utah Code 63G-7-201(4)(c). The School therefore has full governmental immunity under Utah Code 63G-7-301(5)(c) for claims arising in connection with such use of the facilities.

**PROCEDURES**

Fees for the use of facilities shall be charged as outlined in this Policy and will be collected prior to use.

A Building Use Agreement must be signed by the user prior to the date of use.

Usage time shall initially be computed from the time of requested opening to anticipated closing of the doors. Closing time shall be the time when all persons associated with the use have left the building, and the fee will be adjusted for additional time used. Persons lingering in the building are the user’s responsibility.

Equipment, keys, and property shall not be loaned or removed from the building.

Facilities such as computer lab, media center, or kitchen shall not be used unless approved by the Principal and school personnel are present during the entire time of the function.

Buildings may not be used without adequate School supervision as determined by the Principal. The assigned supervisor is responsible for oversight of the facilities while in use.

In addition to the building supervision provided by the School, all use groups must provide supervision to maintain order and prevent damage to or loss of School property.

Any individual or entity using the facilities for commercial purposes must provide, before the use, a Certificate of Insurance evidencing public liability coverage of one million dollars (\$1,000,000) per occurrence and naming the School as an additional insured.

The user must comply with any applicable standards of safety and behavior of the School and Utah law. Violation of any of these standards is grounds for termination of the use agreement and the immediate removal of individuals associated with the use. Violation may result in the forfeiting of all deposits, and additional charges may be assessed.

Additional fees may be charged for use of School equipment (spot lights, DVD players and televisions, microphones, etc.) and supplies.

The Principal may establish conditions of use intended to protect the facilities from damage or unreasonable wear and tear.

Users shall pay for any damage to the facilities or School equipment caused by their use.

## **FEES**

Except where the Principal has discretion under this Policy, users will be charged fees as set forth in the Fee Schedule below, which is subject to periodic review and revision.

The school's Parent Organization and individual classes may use the facilities free of charge for qualifying school-related activities. Such use must be approved by and coordinated with the School's Principal. These activities must be approved by the Principal before notice of the event is distributed.

Charitable and nonprofit rates apply to non-profit organizations such as service clubs, Boy Scouts, Girl Scouts, United Way, cities and counties. The Principal may grant free use of the facilities to non-profit organizations at the Principal's discretion when the use will not create additional expense for the School.

### **Security Deposit**

At the discretion of the Principal, the user may be charged a refundable security deposit of up to \$500. The 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. Security deposits shall be paid by the user in a separate check and deposited by the School.

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Following the use period, the Principal or designee shall inspect the facility for damage or mess requiring extra cleanup time. Any such extra charges will be deducted from the security deposit, and the remaining security deposit shall be refunded to the user. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded.

**Personnel**

At least one School staff member must be present during any use of the facilities. The Principal will set the fee based on the number and type of personnel required for a particular activity. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.

Users must pay for any additional custodial services that are required.

At least one staff member is required for use of the kitchen.

**COMMERCIAL AND CHARITABLE AND NONPROFIT BUILDING RENTAL FEE SCHEDULES**

The Rental Fee Schedule is established by the Board and is subject to periodic review.

Commercial and Charitable Nonprofit Building Rental Fee Schedule		
Facility	Commercial	Charitable/Nonprofit
Parking Lot	\$40/day	\$10/day
Cafeteria	\$125/hour	\$50/hour
Multipurpose room	\$125/hour	\$50/hour
Kitchen (At least one member of the school lunch staff is required for rental of the kitchen.)	\$125/hour	\$50/hour
Gymnasium	\$75/hour	\$65/hour
Soccer Field	\$200/game	\$200/game
Classroom (each)	\$40/hour	\$20/hour
Personnel	Commercial	Charitable/Nonprofit
Building Supervisor	\$35/hour	\$35/hour
Additional Staff	\$20/hour	\$20/hour
Kitchen Staff	\$20/hour	\$20/hour
Equipment	Commercial	Charitable/Nonprofit

<p>Equipment fees are done on a case-by-case basis. Principal or designee will determine fees. Fees shall be documented in the Building Rental Agreement.</p>	<p>TBD</p>	<p>TBD</p>
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**Document History**

Approved: 08/14/2013  
 Revised: 11/19/2015

**Legal References**

Utah Code 53A-3-413  
 Utah Code 53A-3-414  
 Utah Code 63G-7-201(4)(c)  
 Utah Code 63G-7-301(5)(c)