

Recreation Rules Governing Use of Facilities

1. PURPOSE AND PHILOSOPHY

To provide opportunities for citizens to participate in educational and recreational activities through the establishment of a facilities rental fee schedule and procedures.

2. POLICY

- a) All District buildings and grounds are by law civic centers and may be used by District residents for supervised recreational activities and meetings. Athletic fields/playfields are available to all residents of the community for unorganized recreational activity at all reasonable times except when school is in normal session or is otherwise being used for school activities.
- b) No use shall be made of District property which is in conflict with any city, county or state ordinance, statute or law, or which is in conflict with any of the rules and regulations of the Board of Education.
- c) The school administrator will charge reasonable fees as outlined in this policy so the District incurs no expense for civic center use.
- d) The school administrator shall allow use as a civic center unless it is determined that the use interferes with a school function or purpose.
- e) All civic center use, commercial rentals, and school or District use which occurs after school hours shall be scheduled through the school administrator.
- f) Rental of school facilities will be under the jurisdiction of the Executive Director of Facilities and Operations. Any questions, cases or situations, which are not covered in this policy, shall be referred by the school administrator to him/her.
- g) The permit and use agreement shall not be assigned or sublet in whole or in part by the renter.
- h) No facility (with the exception of the Environmental Center) shall be rented for overnight use.

3. TYPE OF USE

a) DISTRICT SPONSORED PROGRAMS AND PTA/PTO

PTA/PTOs and other District schools or departments shall be granted use of 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 any 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 commercial use fees outlined in this policy. Merely allowing a school club, team or program to access an activity or provide concessions at an activity does not qualify the activity as a school or district sponsored program.

b) INTERLOCAL AGREEMENT USE

Interlocal Agreements negotiated by the superintendent or his/her designee supersede this policy. Any use by a city or county for programs or activities beyond those outlined in the applicable Interlocal Agreements are subject to the non-profit rates.

c) CHARITABLE AND NON-PROFIT USE

Charitable and non-profit rates apply to community organizations such as service clubs, Boy Scouts, Girl Scouts, United Way, church groups, cities and counties, public colleges and universities. Those wishing to rent facilities under category must provide evidence of their non-profit status.

d) REGISTERED POLITICAL PARTIES

The District shall make all meeting facilities in buildings under its control available to registered political parties, without discrimination to be used for political party activities, subject to the terms and conditions outlined in Utah Code Ann. § 20A-8-404.

e) COMMERCIAL USE

Commercial rates apply to an organization or individual whose motive is to make a profit. These include, but are not limited to events for which admission is charged, items sold, or paid instruction for students.

4. PROCEDURES

- a) The school administrator shall charge for the use of facilities as outlined in the Rental Fee Schedules. A 20% non-refundable deposit is required when "Users Agreement" is approved by school administration.
- b) The school administrator shall complete a copy of the Application and Use Agreement and obtain the signature of the lessee prior to the date of the rental.
- c) Collection for rental is the responsibility of the school administrator. All monies shall be paid to the school and accounted for in a building rental account to be used by the school.
- d) 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. The fee will be adjusted for additional time.
- e) At the completion of the activity, the school representative will document any damage to school property caused by the applicant groups. Charges for damages and any infractions of rules and exceptions to the agreement, such as running overtime, will be applied to the rental fee. Where long-term agreements are in effect, the school representative will file reports of any damage or exceptions to the agreement as soon as they occur.
- f) Equipment, keys, and property shall not be loaned or removed from the building.
- g) Laboratory facilities such as computer labs, tech labs, wood/metal shops, foods labs, science labs and art labs shall not be rented.

- h) The assigned supervisor is responsible for oversight of the building and facilities during the rental period.
 - Buildings may not be left without such supervision while occupied.
 - In addition to the building supervision provided by the school, all rental groups must provide adult supervision (21 years of age or older) to maintain order and prevent damage or loss of school property.
- i) The school administrator shall require commercial users renting a District facility to provide a Certificate of Insurance for liability and property damage before the event. The Certificate shall be for one million dollars (\$1,000,000) per occurrence.
- j) A proper Indemnity Agreement will be signed as detailed in Form A of the contract.
- k) Nonprofit entities and non-commercial users (which include individuals and community groups) receiving approval to use school facilities as a civic center in accordance with this policy are not required to provide evidence of liability insurance indemnifying the District. Approved non-commercial use is a "Permit" under Utah Civic Center statutes at Utah Code Ann. § 53A-3-413 to 414 and grants the District full legal immunity under the Governmental Immunity Act of Utah pursuant to Utah Code Ann. § 63G-7-301.
- l) The lessee is subject to adherence to the standards of behavior of the school and Utah State Law.
 - The right to revoke a permit at any time is reserved by the school authorities.
 - Whenever the Board of Education deems it inadvisable to permit the use of school buildings or facilities for the purpose requested, it may refuse said use.
- m) Additional charges apply for access to or use of school equipment (spot lights, computers, DVD and televisions, microphones, projectors, etc.) and supplies used by the lessee.
- n) Gymnasiums shall be rented only where adequate protection of the gym floor is assured by the lessee. Renters shall pay for any damage caused to the gym, equipment or floor.

5. FEE SCHEDULES

The Rental Fee Schedules shall be established by the Board of Education of Weber School District (Board) and are subject to periodic review. Users will be charged according to the Rental Fee Schedules applicable to the lessee's rental status.

a) PERSONNEL

The school administrator, in conjunction with the head custodian, is responsible for determining the number and type of personnel required for a particular activity in compliance with this policy.

- At least one custodian is required if one is not on duty. 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.
- Premises are made available with the understanding that "tipping" of custodial or other personnel is not permitted.

- General supervision/security, beyond the custodian on duty, is required if the school administrator determines the rental activity requires such. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.
- At least one stage technician is required for rental of the auditorium.
- At least one member of the school lunch staff is required for rental of the kitchen.
- For activities in which School Resource Officers (SROs) or other police officers are employed for which cities will eventually bill the District, the renter will be charged the actual wages as invoiced by the city.
- Payment of wages for personnel providing supervision or other services in support of building rental shall be paid through the District payroll procedures in compliance with the applicable negotiated agreement.
- Payment for services rendered to the organization using the facilities by persons who are not regular employees of the school district must be made directly to the individual with whom such arrangements were made.

6. OTHER APPLICABLE STATE LAWS, RULES AND REGULATIONS

- a) Smoking, including E-cigarettes, shall be prohibited in school buildings and facilities.
- b) There shall be no alcoholic beverages or illegal drugs of any kind brought to or consumed in the building or on the grounds.

7. ENVIRONMENTAL CENTER USE

See Rental Fee Schedule for Environmental Center rates.

- a) The Environmental Center is only available to non-commercial organizations located in Weber County.
- b) Weber School District programs will be given first priority in scheduling of the Environmental Center.

DEFINITIONS

“Civic Center” means a public school building or ground that is established and maintained as a limited public forum to district residents for supervised recreational activities and meetings.

REFERENCES

Utah Code Ann. §10A-8-404 – Utah of public meeting buildings by political parties.

Utah Code Ann. §53A-3-413 and 414 – Use of public school buildings and grounds as civic centers.

Utah Code Ann. §63G-7-301 – Waivers of immunity

FORMS

Permit and Use Agreement (available through the school administrator)

**WEBER SCHOOL DISTRICT
5320 SOUTH ADAMS AVE.
OGDEN, UT 84405-6998**

APPLICATION FOR USE OF SCHOOL FACILITIES & USERS AGREEMENT

PERMIT AND USE AGREEMENT: This user request form is required for use of School District Property. This is not a confirmation of your request. Once received by the School District, we will reply as soon as possible. If your request is approved for use as a Civic Center below, it will constitute a permit for use of this property pursuant to UCA. § 53A-3-413,414. The School District is thereby not liable for any claims, injuries, or lawsuits arising from use of District property under UCA 63G-7-301(5).

Organization: _____ Requested Dates and Hours
 Contact Name: _____ Days _____ to _____
 Address: _____ Hours _____ to _____
 Phone Number: _____ Notes:
 Email Address: _____
 Type of Activity: _____

Is your organization for profit? Yes No If "Yes", a certificate of insurance must be provided.
 Is your organization non-profit? Yes No If "Yes", a 501c3 form must be provided.

RENTAL RATE

FACILITY AND/OR EQUIPMENT	# OF HOURS	RATE	AMOUNT DUE
Sub-Total			

PERSONNEL RATE

NAME	# OF HOURS	RATE	AMOUNT DUE
Sub-Total			
TOTAL AMOUNT DUE			

Applicant Signature: _____ Date: _____

By signing, you agree to the "Rules Governing Use of Facilities" and you also agree to pay for any damages to the facility.

WARRANTY OF INSPECTION: User has inspected the facilities and warrants to the District that the facilities are acceptable and appropriate for the event. Users accept full responsibility for all conditions on the premises that can be identified by reasonable inspection, if it fails to give District written notice of any objectionable conditions, no later than one week before the date of the event.

INDEMNIFICATION: User warrants to the District that it will provide all the supervision necessary for the safe use of Facilities. User understand and agree it takes full responsibility to provide medical and emergency care to all those involved in the event, including participants and spectators. User warrants to the District that all medical and emergency care will be appropriate and sufficient. User agrees to indemnify, hold harmless and defend the District and all its boards, officials, officers, employees, agents and volunteers from any and all lawsuits, claims, damages, liabilities, costs and expenses, including attorneys fees, arising out of or in any way connected with the Agreement of Use of Facilities, except such that result from the sole negligence of indemnities. User agrees to adhere to all federal, state and Weber School District rules and regulations.

Approved by: _____ Date: _____

Principal/School Representative

Note: *Proof of a \$1,000,000.00 Liability Insurance Agreement is required for all commercial for profit groups & will be attached to this agreement.*

WEBER SCHOOL DISTRICT

Table of Rental Charges

July 2023-2024

A 20% non-refundable deposit is required when "Users Agreement" is approved by school administration

FACILITY	NON – COMMERCIAL	COMMERCIAL
Auditorium/Multi-Purpose Room		
High School	\$75.00/hr.	\$225.00/hr.
Junior High School	\$50.00/hr.	\$225.00/hr.
Elementary School	\$45.00/hr.	\$225.00/hr.
Sound Lights/Audio Visual	\$35.00/hr. (Tech Crew salaries plus any and all applicable retirement and taxes)	\$50.00/hr. <u>Plus</u> Tech Crew salaries and any and all applicable retirement and taxes
Gymnasium		
High School	\$80.00/hr. (Large) \$50.00/hr. (Small)	\$225.00/hr.
Junior High School	\$45.00/hr.	\$200.00/hr.
Elementary School	\$30.00/hr.	\$200.00/hr.
Dining Area/Commons		
High School	\$45.00/hr.	\$150.00/hr.
Junior High School	\$45.00/hr.	\$150.00/hr.
Elementary School	\$45.00/hr.	\$150.00/hr.
Kitchen	\$50.00/hr. plus salary for kitchen manager to include any and all applicable retirement and taxes	\$150.00/hr. + 5% plus salary for kitchen manager
Classroom/Conference Room	\$20.00/hr.	\$50.00/hr.
Dance, Choral, Band, Small Theatre		
High School	\$50.00/hr.	\$150.00/hr.
Junior High School	\$50.00/hr.	\$100.00/hr.
Additional Custodial Service	When work is required outside contract time, custodial service will be paid time and a half, plus any and all applicable retirement and taxes	When work is required outside contract time, custodial service will be paid time and a half, Plus any and all applicable retirement and taxes
Environmental Center Weber County Organization Preferred. Custodial and Kitchen Use included in the daily rate.	\$400.00 Per Day: Summer Hours: 8:30 a.m-8:30 p.m. Winter Hours: 8:30 a.m-6:00 p.m.	Note: If kitchen service is needed please call 801-476-7845. If using the kitchen area, use is at your own risk.
Media Center	\$50.00/hr.	\$100.00/hr.
Athletic Field/Play Field Available to all residents of the community for unorganized recreational activity at all reasonable times except when school is in normal session or is otherwise being used for school activities.	-0-	\$250.00/hr. + 5% of Gate

ENVIRONMENTAL CENTER BUILDING RENTAL CHARGES

Non-commercial school districts and businesses

\$400.00 per day. If using the kitchen area, use is at your own risk.

Commercial businesses

Not available for commercial use. (Superintendent approval needed)

Rental Hours

Spring, Summer and Fall hours: 8:30 a.m. to 8:30 p.m.

Winter hours: 8:30 a.m. to 6:00 p.m.

Additional Charges