



**Official Policy  
of  
Ogden Preparatory Academy**

**5. Facilities**

**5.01.POL Building Use Policy**

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

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**PURPOSE**

The purpose of this policy is to establish ~~directives~~ 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.

The OPA Administration will consider facility rentals that meet the following requirements:

1. Short Term Rentals:
  - a. Short Term rentals will be considered to groups, individuals, and organizations seeking to use the facilities for private use.
  - b. Short term agreements are not to exceed 50 days. These agreements can auto renew, but the School retains the ability to stop use at the end of each term.
  - c. Failure to adhere to the terms of this agreement may result in immediate termination of an agreement.
2. Rentals by religious groups and for religious purposes will not be permitted.

The School retains the right to consider the overall objective of the event prior to entering into a rental agreement with an organization. The School’s participation in a rental agreement with an organization does not imply an endorsement or affiliation with the group or event.

The kitchen shall not be rented.

## PROCEDURES

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

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 ~~building(s) doors~~. Closing time shall be the time when all persons associated with the use have left the building ~~and the building has been secured.~~, ~~and the f~~Any fees shall ~~will~~ be adjusted for additional time used. ~~Persons lingering in the building are the user's responsibility. The renter is responsible to ensure the building is secure during use.~~ ¶

Equipment, ~~keys~~, and property shall not be loaned or removed from the building. ~~The School may provide access cards to 3rd party vendors and organizations as part of a rental agreement.~~

Facilities such as computer lab, ~~or media center shall center, or kitchen shall~~ not be used unless approved by the ~~Administration 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. A member of the Administration shall coordinate with the renter to ensure supervision requirements are met. The School shall monitor renters using video surveillance and other technology. The assigned supervisor is responsible for oversight of the facilities while in use.~~

~~A~~In addition to the building supervision provided by the School, all ~~renters~~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 ~~renter~~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 ~~Administration Principal~~ may establish conditions of use intended to protect the facilities from damage or unreasonable wear and tear.

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

## RENTAL INQUIRIES

Organizations interested in renting School facilities ~~should~~shall email the school at [info@ogdenprep.org](mailto:info@ogdenprep.org) or fill out a contact form on the school website.

## FEES

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

~~School Clubs, Groups, Organizations, and 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 ~~Administration~~School's Principal. These activities must be approved by the ~~Administration~~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 ~~Administration~~Principal may grant free use of the facilities to non-profit organizations at the ~~Administration's~~Principal's discretion when the use will not create additional expense for the School.

## Security Deposit

At the discretion of the ~~Administration~~Principal, the ~~renter~~user may be charged a refundable security deposit of up to \$500. The ~~Administration~~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 ~~renter~~user in a transaction prior to the first event or activity held at the school. ~~in a separate check and deposited by the School.~~

Following the ~~rental~~use period, the ~~Administration~~Principal or designee shall inspect the facility for damage or ~~areas~~mess requiring ~~custodial services~~extra cleanup time. Any such extra charges ~~shall~~will be deducted from the security deposit, and the remaining security deposit shall be refunded to the ~~renter~~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 ~~Administration~~Principal will set the fees based on the number and type of personnel required for

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a particular activity. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.

~~Renters~~~~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 OPA BUILDING RENTAL FEE SCHEDULES~~

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

<del>OPA Commercial and Charitable Nonprofit</del> Building Rental Fee Schedule		<del>¶</del>
Facility	<del>Fee</del> <del>Commercial</del>	<del>Charitable/Nonprofit</del> <del>¶</del>
Parking Lot	\$40/day	\$10/day <del>¶</del>
<del>Cafeteria</del> <del>¶</del>	<del>\$125/hour</del> <del>¶</del>	<del>\$50/hour</del> <del>¶</del>
<del>Multipurpose room</del> <del>¶</del>	<del>\$125/hour</del> <del>¶</del>	<del>\$50/hour</del> <del>¶</del>
<del>Kitchen</del> <del>¶</del> ( <del>At least one member of the school lunch staff is required for rental of the kitchen.</del> ) <del>¶</del>	<del>\$125/hour</del> <del>¶</del>	<del>\$50/hour</del> <del>¶</del>
Gymnasium Only	\$75 1st hour \$25 for each additional hour <del>hour</del>	<del>\$65/hour</del> <del>¶</del>
Soccer Field	\$200/game	\$200/game <del>¶</del>
<del>Classroom (each)</del>	<del>\$40/hour</del>	<del>\$20/hour</del> <del>¶</del>
Other school indoor areas	As negotiated	
Personnel	<del>Fee</del> <del>Commercial</del>	<del>Charitable/Nonprofit</del> <del>¶</del>
Building Supervisor	\$40 <del>35</del> /hour	<del>\$35</del> /hour <del>¶</del>
Additional Staff	\$30 <del>20</del> /hour	<del>\$20</del> /hour <del>¶</del>
<del>Kitchen Staff</del>	<del>\$20/hour</del>	<del>\$20/hour</del> <del>¶</del>
Equipment	<del>Fee</del> <del>Commercial</del>	<del>Charitable/Nonprofit</del> <del>¶</del>
Equipment fees are done on a case-by-case basis. Administrator <del>Principal</del> or designee will determine fees. Fees shall be documented in the Building Rental Agreement.	TBD	<del>TBD</del> <del>¶</del>

A la Carte Custodial	Fee	
Custodial fees are included in the rental fees listed above. In the event that a rental fee is waived for a nonprofit or charity, a required custodial fee will be assessed.	\$75/day	

**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)