



OGDEN PREPARATORY ACADEMY

Official Policy

5. Facilities

5.01.POL Building Use Policy

Effective/Revision Date: 11/09/2023

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PURPOSE

The purpose of this policy is to establish directives 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~~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.
3. Ball sports are not allowed in the Elementary Gymnasium.

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 School shall give scheduling preference to active employees.**

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). Closing time shall be the time when all persons associated with the use have left the building and the building has been secured. Any fees shall be adjusted for additional time used. The renter is responsible **for ensuring to ensure** the building is secure during use.

Equipment 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 labs and media centers shall not be used unless approved by the Administration and school personnel are present during the entire ~~time of the~~ function.

All renters must provide supervision to maintain order and prevent damage to or loss of School property.

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.

Any individual or entity using the facilities for commercial purposes must provide, before 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 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.

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

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

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

RENTAL INQUIRIES

Organizations interested in renting School facilities should email the school at info@ogdenprep.org or fill out a contact form on the school website.

FEES

Except where the Administration has discretion under this Policy, renters 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 ~~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. These activities must be approved by the Administration before notice of the event is distributed.

The Administration may grant free use of the facilities to non-profit organizations at the Administration's discretion when the use will not create additional expense for the School.

Security Deposit

At the discretion of the Administration, the renter may be charged a refundable security deposit of up to \$500. The Administration 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 in a transaction prior to the first event or activity held at the school.

Following the rental period, the Administration or designee shall inspect the facility for damage or areas requiring custodial services. Any such extra charges shall be deducted from the security deposit, and the remaining security deposit shall be refunded to the renter. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded.

Personnel

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The Administration will set fees 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.

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

OPA BUILDING RENTAL FEE SCHEDULE

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

Active OPA employees shall receive a 50% discount on rental fees.

OPA Building Rental Fee Schedule	
Facility	Fee
Parking Lot	\$40/day
Gymnasium Only	\$75 1st hour \$25 for each additional hour
Soccer Field	\$75 1st hour \$25 for each additional hour
Other school indoor areas	As negotiated
Personnel	Fee
Building Supervisor	\$40/hour
Additional Staff	\$30/hour
Equipment	Fee
Equipment fees are done on a case-by-case basis. Administrator or designee will determine fees. Fees shall be documented in the Building Rental Agreement.	TBD
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

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Revised: 11/19/2015
10/14/2021 *To include an updated fee schedule and detailed procedures.*
11/09/2023 *Updated soccer field prices*
03/14/2024 *Disallowed ball sports in Elementary gym; Granted employee preference and discount.*

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)