

605 - Facilities Usage Policy

Approved by GWA Board of Directors July 26, 2012

*Revised October 24, 2013 and June 23, 2016

The Facilities of George Washington Academy (GWA) are available for community groups and other organizations upon the terms and conditions set forth in this policy and state and federal law.

1. Definitions

1.1. “**Administration**” means GWA’s Executive Director, an Assistant Executive Director, or the Administrative Services Director.

1.2. “**Building Use Application**” means Form 605F1 – Building Use Application for GWA School Facilities & Users Agreement.

1.3. “**Commercial Use**” means the use of GWA Facilities for profit by individuals or organizations if Administration determines in their sole and absolute discretion that the proposed use (a) provides a benefit to GWA, its employees, or its students, and (b) does not qualify as a School-Supported Use, Non-Profit Use, or Community Use.

1.4. “**Community Use**” means the use of GWA Facilities by individuals or organizations such as youth groups, public agencies, clubs, and associations formed for recreational, educational, political, economic, or moral activities, which are not deemed to qualify as School-Supported Use, Non-Profit Use or Commercial Use.

1.5. “**Facilities**” means the GWA building, grounds, equipment, and other property belonging to GWA.

1.6. “**Community / Non-Profit Use**” means the use of GWA Facilities by non-profit organizations, including but not limited to non-profit service clubs, scouts, civic groups, churches and other groups with 501(c)(3) tax-exempt status, as well as individuals or organizations such as youth groups, public agencies, clubs, and associations formed for recreational, educational, political, economic, or moral activities, which are not deemed to qualify as School-Supported Use or Commercial Use.

1.7. “**School-Supported Use**” means an event or activity offered by the GWA Parent Teacher Organization (PTO), GWA employees, or GWA students which (a) provides a direct benefit to the students or employees of GWA, (b) is covered by GWA’s liability insurance, and (c) is explicitly approved to be School-Supported by Administration in their sole and absolute discretion.

1.8. “**User**” means an individual or organization approved to use GWA Facilities pursuant to this policy.

2. **Primary Use of GWA Facilities.** The primary use of all GWA Facilities is for the education and development of our student body. All other uses of GWA Facilities are considered secondary, and will not be allowed to interfere with school objectives or to impede

the education of GWA students. Individuals or organizations may apply to use GWA Facilities for Community Use, Non-Profit Use, Commercial Use, or School-Supported Use, subject to the terms and conditions set forth herein.

3. **Application Procedures.**

3.1. **Submission of Application.** Use of GWA Facilities requires the submission of a Building Use Application at least 10 days in advance of the requested date of use. Exceptions are made only with the approval of Administration, which approval may be withheld at Administration's sole and absolute discretion. Building Use Applications require the signature of an individual 21 years of age or older. The signatory is responsible for all aspects of use per this policy.

3.2. **Application Review.** Administration will review submitted Building Use Applications to determine the type of use, personnel requirements, proper fees, and any use restrictions. These determinations, including whether a particular use qualifies as Community Use, Non-Profit Use, Commercial Use, or a School-Supported Use, shall be determined by Administration in their sole and absolute discretion. Administration may refuse the use of GWA Facilities when it is determined, in their sole and absolute discretion, that:

3.2.1. An incomplete or non-compliant Building Use Application is submitted;

3.2.2. The use conflicts with a previously scheduled event or interferes with GWA educational programs;

3.2.3. The individual or organization applying for use has previously violated GWA policy; or

3.2.4. The proposed use is inadvisable or warrants rejection for any other reason, including but not limited to events that are not primarily for the education and development of GWA's student body, events that interfere with GWA objectives or impede the education of GWA students, or events that pose an undue risk of harm to GWA, GWA Facilities, students, or employees.

3.3. **Approval.** If an application is approved, the applicant will be provided notice of approval for use. Approval is subject to revocation by Administration at any time.

3.4. **Additional Use Restrictions.** Approval for use may not cover a time period greater than one school trimester. Any requested use not qualifying under the provisions of this policy must be approved by the GWA Board of Directors.

4. **Rental Fees and Costs.** Fees will be levied according to the Rental Fee Schedule contained in Section 7 of this policy, and are determined by the type of use. The Rental Fee

Schedule is established by the GWA Board of Directors and is subject to review and modification by the Board of Directors at any time.

4.1. **Determination of Rental Fees.** Rental time begins when the Facilities are first made available, and ends when the doors are closed at the end of the rental period. Fees may be adjusted when actual rental time or other requested services exceed those shown on the Building Use Application. Additional fees will apply if, in the opinion of Administration, the Facilities have been left in an unacceptable condition or if damage to GWA Facilities has occurred.

4.2. **Security Deposit.** At the discretion of Administration, a refundable security deposit of up to \$500 may be required. The amount of any required security deposit will be based on the size of the group and the type and location of the activity. Security deposits are required to be paid separately from other fees. Security deposits will be used to pay for any unpaid fees or costs at the end of the use, including any replacement, repair, or cleanup costs for any loss or damage above normal wear and tear. Any unused security deposit will be refunded to the User.

4.3. **Management Fee.** A GWA representative designated by Administration must be present at all events. At the time of application, a minimum fee of \$50 will be collected to cover the cost of a GWA representative for up to two hours. After two hours, a \$25/hour fee will be assessed to cover these expenses. This fee may be waived at Administration's sole discretion if a GWA employee will be involved and in attendance at the time of use and such employee assumes responsibility as a GWA representative, in writing, for the event and Facilities. Events requiring the presence of additional on-duty personnel may be assessed fees to cover associated costs. Administration will determine the number and type of personnel needed.

4.4. **Additional Equipment Costs.** Administration may charge additional fees for the use of PE and sports equipment, audio/visual equipment, musical instruments, kitchen appliances, any other equipment or services, and the setup of equipment.

4.5. **Collection of Fees.** Building rental fees and other assessed fees and costs must be paid at least five working days before the date of use or the event will be subject to cancellation. If an event is cancelled for any reason, the User is responsible for providing timely notification of cancellation to the appropriate parties. Any additional assessments will be collected at the conclusion of the rental period, or deducted from the security deposit (if applicable).

4.6. **Exempt Events.** Groups, events and activities organized by or under the direction of GWA may be exempted from rental fee requirements with approval from Administration in their sole and absolute discretion. Use by government agencies, community groups and non-profit organizations may also be exempted, at the sole and absolute discretion of Administration, where (a) such use is in the public interest or is for educational or charitable purposes, (b) no school funds or resources are required, and (c) such use is non-exclusive, open to the public and free of charge.

5. **Collection of Event Fees.** All Users of GWA Facilities are responsible for collecting their own fees for events, except in the case that an event is determined to be a School-Supported Use, in which case the User may be required to process incoming enrollment program fees through GWA's front office. In this case, GWA will provide a W-2 to the User reflecting the income for the program. The User will be responsible for their federal and state tax reporting and payments resulting from the income.

6. **Additional Regulations for Use**

6.1. **Supervision.** GWA Facilities may not be left without supervision while occupied.

6.1.1. A GWA representative must be present at the GWA Facilities for the entire time an authorized activity is taking place. At the conclusion of the activity, the representative will secure the building and report any violations.

6.1.2. In addition to the GWA representative, the User must have adequate adult sponsorship and supervision at the event. At least two adults provided by the User, or more if required by Administration, must remain on the premises for the entire rental period and until such time as all participants have safely departed from the premises. These supervisors will maintain order, prevent injury to event participants, and prevent damage or loss of GWA property.

6.1.3. All students must be supervised at all times by the User or their designee who has been cleared through the GWA background check process. No child should be left alone with a supervisor who has not completed this process.

6.2. **Liability Coverage**

6.2.1. Events and activities held at GWA must have Comprehensive General Liability Insurance covering the event in the amount of \$1,000,000 per occurrence / \$2,000,000 aggregate and must have GWA named as an additional insured. Proof of insurance is required to be submitted to Administration with the Building Use Application unless the event is a School-Supported Event that will be covered by GWA liability insurance coverage.

6.2.2. GWA assumes no liability for property damage or personal injury of any User or any participants of the User's event.

6.3. **Regulations for Equipment Use**

6.3.1. Equipment, keys and other GWA property will not be removed from the building.

6.3.2. Any group requesting use of GWA equipment certifies that said equipment will be operated by a qualified person. The group assumes responsibility for such equipment and agrees to repair or replace any equipment damaged, lost or stolen while under its jurisdiction.

6.3.3. Use of non-GWA equipment may be restricted.

6.4. **Miscellaneous Use Regulations**

6.4.1. Approval for use is for specific Facilities and hours. Applicants are responsible for seeing that unauthorized portions of the facility are not used and that the premises are vacated as scheduled.

6.4.2. All functions must end by 10:30 p.m. unless special written permission is given by Administration in advance.

6.4.3. No on-site storage is available. Property owned by individuals or organizations must be removed after each use.

6.4.4. Users and their guests are subject to behavioral standards of GWA and Utah state law. Possession or use of alcohol, tobacco or narcotics is not permitted in GWA Facilities. Profane language, fighting and gambling are also prohibited. Violation of these rules may result in, among other remedies, forfeiture of all deposits (if applicable).

6.4.5. Decorative materials used within or upon the Facilities must be of non-flammable material, and shall not cause damage to the Facilities.

6.4.6. Open fires, flames, fireworks, pyrotechnics, flammable or combustible materials, and dangerous animals are not permitted without prior authorization from Administration.

6.4.7. Shoes with cleats or spikes are not permitted in the school building.

6.4.8. The Facilities must be left clean and in the same condition as the User found them. GWA reserves the right to assess cleanup charges.

6.4.9. Persons or organizations using GWA Facilities may not remove or displace furniture or fixtures, including lights, thermostats, etc., without prior written approval from Administration.

6.4.10. Food is permitted only in designated areas as approved by Administration.

6.4.11. Any use of GWA Facilities must be clearly identified in all advertising, promotion, marketing, etc. as a commercial event and not state, or infer, support or involvement by GWA in part or in whole, unless written authorization is given in advance by Administration.

7. **Building Rental Fee Schedule**

RENTAL FEE SCHEDULE*

Community / Non-Profit Use		
Location:	Hourly Rate	Daily Rate
Gymnasium	\$35.00	\$210.00
Lunchroom	\$20.00	\$120.00
Library	\$8.00	\$48.00
Classrooms	\$8.00	\$48.00
Kitchen	\$30.00	\$180.00

Commercial Use		
Location:	Hourly Rate	Daily Rate
Gymnasium	\$50.00	\$300.00
Lunchroom	\$25.00	\$210.00
Library	\$15.00	\$90.00
Classrooms	\$15.00	\$90.00
Kitchen	\$50.00	\$300.00

School-Supported Use		
Location:	Hourly Rate	Daily Rate
Gymnasium	\$25.00	\$150.00
Lunchroom	\$15.00	\$90.00
Library	\$5.00	\$30.00
Classrooms	\$5.00	\$30.00
Kitchen	\$25.00	\$150.00

* Rates for groups or individuals providing services/activities that directly benefit GWA students may, at the discretion of Administration, be billed at a reduced rate of \$5.00 per trimester or \$5.00 per service/activity period, whichever is shortest.