

Morgan School District Facility Usage Permit

Updated June 23, 2020

It is the desire of the Morgan School District Board of Education to make school facilities available for community use. School functions have priority over other requests. Approvals cannot be granted for meetings which may be in any way prejudicial to the best interest of the school district. Principals may close their buildings for 30 days during the summer months for renovation, cleaning, and maintenance.

Name of Permittee: _____	Date of Application: _____
Address: _____	Phone/Cell #: _____
Email Address: _____	Fax #: _____

Date(s) of event: _____ Start/Stop Time _____ Facility: ☐ MHS ☐ MMS ☐ MES ☐ MGES ☐ MGMS ☐ TCC

Equipment Requested (if available): ☐ Sound/Lights ☐ Audio/Visual Equipment ☐ Internet ☐ Piano ☐ Tables
☐ Chairs ☐ Whiteboard ☐ Podium ☐ Other _____.

There may be an additional fee for equipment usage, principal's discretion. It is the responsibility of the user to locate, set up, take down, and return any additional tables and chairs.

- I. Class I** Examples: MSD Groups, PTSO, 4-H, Boosters, or fund raisers (where all proceeds go to the school or district), Morgan Education Foundation, non-profit community fine arts/education groups, boys and girl scouts.
- II. Class II** Examples: Family groups, wedding receptions, class reunions, civic groups, state tax supported organizations, Morgan Recreation Board Teams, local club and competition teams (non-profit with at least 75% of participants residing in Morgan County).
- III. Class III** Examples: Any individual or group making a profit (even if some proceeds are donated back to the school), music/dance recitals/reviews, private lessons, professional charities, athletic camps, non-local clubs and competition teams (membership less than 75% of participants residing in Morgan County).

Comp/Club Teams are defined as any non-profit or for-profit competition team that is not affiliated with Morgan School District or Morgan County Recreation.

Local Comp/Club Team is defined as a comp/club team that consists of at least 75% of players who reside within the Morgan School District boundaries.

Non-Local Comp/Club Team is defined as a comp/club team that does not have at least 75% of players who reside within the Morgan School District boundaries.

Local Comp/Club Teams shall be classified as a Class II, but it is recommended that the fee for Class II to use the turf be increased from \$25/hr to \$50/hr.

Non-Local Comp/Club Teams shall be classified as a Class III, and it is recommended that there be no change to the fee for Class III to use the turf

Location Per Facility	Class I Per Hour	HOURS	Class II Per Hour	HOURS	Class III Per Hour	Hours
MHS Auditorium	None		\$25.00		\$75.00	
Band/Choir/Classroom	None		\$15.00		\$50.00	
Cafeteria or Commons	None		\$15.00		\$50.00	
Gyms/Courts	None		\$25.00		\$75.00	
MHS Wrestling Room	None		\$15.00		\$50.00	
Media Center	None		\$20.00		\$50.00	
Fields/Playgrounds	None		\$25.00		\$50.00	
MHS Tennis Complex	None		\$25.00		\$50.00	
MHS Stadium	None		\$50.00		\$200.00	
Trojan Center (track, turf)	None		\$25.00		\$100.00	
Wilkinson Complex (per field)	None		\$25.00		\$50.00	
Technicians	\$25.00		\$25.00		\$25.00	
Student Technicians	\$10.00		\$10.00		\$10.00	
REQUIRED:						
Supervision of Trojan Center Other facilities TBD by administrator	By employee or advisor		TBD by building administrator		\$25.00	
Open/Lock Up Facility	None		\$25 after hours or Saturday		\$25 after hours or Saturday	
SECURITY DEPOSIT (refundable if area is cleaned and put back).	None		\$100		\$100	
Certificate of Insurance	None		None		REQUIRED	
Equipment Charges	None		Principal's Discretion		Principal's Discretion	
	TOTAL		TOTAL		TOTAL	

Documents and Fees

_____ Signed Facilities Usage Application Form
 _____ Signed MSD General Regulations Form
 _____ Signed MSD Indemnity Agreement Form
 _____ Certificate of Insurance (if required)

_____ Building Administrator Approval

_____ Date

Total Paid: _____ Received By: _____

☐ Cash ☐ Check # _____

**Morgan County School District
Facility Use
General Regulations**

READ THIS DOCUMENT CAREFULLY – BY SIGNING THIS CONTRACT YOU AGREE TO ALL TERMS

The Morgan County School District reserves the right to refuse rental or use of district facilities and equipment at its discretion.

1. The request for district facilities shall not interfere or conflict with the district uses.
2. The use of alcohol, tobacco, or illegal drugs in any form will not be permitted in district facilities or on district property.
3. All fees (including security deposit if applicable) must be submitted with the application. Payments must be made no less than ten (10) business days prior to rental. If additional charges are levied by the school or district, they are due within 10 days of being invoiced.
4. All rental time shall be computed from the time of requested opening to closing of the doors. Closing time shall be the time when all persons associated with the rental have left the building.
5. It is agreed and understood that the permittee and all persons attending the function shall confine themselves to the area and district facilities specified in the Building Rental Agreement Permit. All Building Rental Agreement Permits are for specific facilities and hours. It is the responsibility of the permittee to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled.
6. Permittee must provide sufficient supervision and these individuals will be on the premises during the entire rental period. These supervisors shall be responsible to see that all building rental rules, regulations and laws are adhered to by participants and those attending; any violations will be reported to the building supervisor. All costs for adequate supervision shall be the responsibility of the permittee. This shall include proper police and fire protection where necessary.
7. If the event is large in size, extra district personnel may be assigned and an hourly rate may be added to fees at the discretion of the principal or principal's designee.
8. A representative of the school district herein referred to as the building supervisor, assigned by the principal or principal's designee, paid or volunteer, to supervise events must be present in the facility during the permitted event.
9. Additional fees may be levied equal to the actual replacement, repair, or cleanup cost for any loss, damage, or condition resulting from any activity above normal wear and tear. Any custodial cleanup above normal wear and tear may be billed at one and a half times the regular rate.
10. It is expressly agreed and understood that all applicable governmental laws and ordinances and all rules and regulations of the Board of Education of the Morgan County School District shall be complied with fully and strictly by lessee and by all persons attending the function. Whenever the rules and regulations have been violated, the school may revoke the permit to use the facilities and refuse to consider future Building Rental Agreement/Permits.

11. PROOF OF INSURANCE (when required) in the form of a *Certificate of Insurance* will be provided. All commercial entities are required to provide a Certificate of Insurance. Neither the district nor the school assumes liability for personal injury or property damage from commercial events. Groups or individuals work directly with an insurance provider to obtain a Certificate of Insurance. Because of action by the Utah Legislature, additional liability and property damage insurance policies are not required for non-commercial events. When building use is requested for these types of activities, the following guidelines will apply: The user will be required to complete the Morgan District Facilities Usage Permit Form, the General Regulations form and MSD Indemnity Agreement and must comply with all provisions, except that the user will not be required to provide proof of liability and property damage insurance coverage.
12. Immediate notification will be given to the building supervisor of any conduct or circumstances which bring about an injury to persons or property, describing the injury or damage to property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
13. Persons or organizations using district facilities, including a stage or stage equipment, shall not remove or displace furniture or apparatus including lights, curtains, ceiling balance, counter weights system or switchboard except when under the direct supervision of the designated school employee. When the stage is to be used, full details of equipment and personnel needed must be furnished with the applications.
14. Food and beverages are allowed only in designated areas. Food and beverages **are not** allowed in classrooms, auditoriums, libraries, computer labs, music rooms or the Trojan Century Center.
15. Decorations or applications of materials to walls or floors will not be allowed without special permission of the building principal. Products containing glitter are not allowed. Uses of water features are not allowed.
16. Applicants will leave chairs, tables, and other equipment in exactly the same position in which they were found. Furthermore, applicants are required to remove, at their expense, furnishings or garbage left after the use of the school facility.
17. All functions shall close by 10:00 p.m. unless special permission is secured in advance from the principal or designee.
18. The permit holder and those working with the function must familiarize themselves with the fire exits and location of fire extinguishers. Exits must not be blocked. Chairs and tables should not exceed the limits of the space and should not be placed in aisles or doorways. If extension cords are used, they must not pose a safety hazard that would cause someone to trip or fall.
19. This agreement may not be changed but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
20. Charitable organizations may ask the principal, superintendent or the board of education for a waiver, reduction in fees, or sponsorship.
21. Principals may close their buildings for a period not to exceed 30 days during the summer months for renovation

Permittee's Lessee's Signature

Date

Principal's Signature

Date

**MORGAN COUNTY SCHOOL DISTRICT
INDEMNITY AGREEMENT**

I, the undersigned, on behalf of myself and my organization/group/company, understand that we, the permittee and all of permittee's officers, directors, employees and associates, agree to assume full and complete responsibility and liability for any meeting, function or activity conducted on the Morgan County School District facilities pursuant to this Facility Use Permit and that the Board of Education of the Morgan County School District, and its members, officers, employees and agents, assume no liability arising out of the rental or use of the district facilities by lessee or by the parties for whom this Facility Use Application is made or by any persons attending the function, meeting or activity, nor for any failure of such party or parties to obtain the necessary licenses or permits, nor for any violation of any such party or parties of any applicable laws and ordinances.

We further understand that we, the permittee and all of permittee's officers, directors, employees and associates, undertake and agree to **indemnify and hold the Board of Education of the Morgan County School District, together with its officers, directors, employees, representatives and agents, FREE AND HARMLESS FROM ANY AND ALL** losses, claims, liens, demands and causes of action of every kind and character arising in favor of any third party, including governmental agencies or bodies, on account of claims, debts, personal injuries, death or damages to property (including property of the Board of Education of the Morgan County School District), and at the option of the Morgan County School District defend the district and any and all of its board, officers, directors, agents, representatives, employees, assigns, affiliates, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind, for death, bodily injury or personal injury to any of my or my group's employees, agents, and volunteers, or damage of destruction to any property of either party to this agreement, or third persons in any manner arising by reason of or incident to utilization of any district facility or property (whether real or personal) on the part of the employees, agents, affiliates, representatives, patrons, residents, and individuals in any way connected with the use of the district's facilities and property.

General Liability Insurance: proof of general liability insurance including contractual liability, personal injury, premises and operations, and broad form property damage. Such insurance shall provide for a one million dollar {\$1,000,000} general aggregate limit. Proof of required insurance must clearly show the district as the insured party or as an additional insured on the Certificate.

Insurance

- ☐ I shall furnish proof of the following coverage to the district prior to the commencement of the utilization of the facilities and/or property.
- ☐ I am not required to provide insurance coverage due to the nature of my activity as set forth specifically in 11A of the MSD Facility Usage General Regulations but still agree to all terms aforementioned in this agreement.

Signature

I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language of this agreement.

Signature

Date

Organization

Title

Principal's Signature

Date

MORGAN COUNTY SCHOOL DISTRICT

Facility Use Policy

Adopted August 14, 2013

Subject: FACILITY USE POLICY

1. GENERAL POLICY

District buildings and grounds are by law civic centers and may be used by district residents for supervised recreational activities and meetings. (Utah Code Annotated 53A-3-413)

Use of district property for civic center purposes shall not interfere with any school function or purpose. (Utah Code Annotated 53A-3-413)

The Board of Education delegates to principals and their designees the authority and responsibility to implement this policy as provided herein.

A principal or principal's designee may refuse the use of district facilities if the use is determined to be inadvisable. (Utah Code Annotated 53A-3-413)

2. GENERAL DEFINITIONS

2.1 District Facility means Morgan County School District building or ground established and maintained as a limited public forum to district residents for supervised recreational activities and meetings subject to the policy.

2.2 Facility Use Application/Permit as used herein means the written permit issued to a lessee by a principal or principal's designee for use of a district facility which, when executed by the authorized district representative, is a contractual obligation of the lessee.

2.3 Lessee as used herein includes all persons, associations, public organizations, partnerships, and corporations whose Facility Use Application/Permit is signed, submitted and approved under this policy.

2.4 Building Supervisor as used herein means the district employee *or person(s)* assigned by the principal or principal's designee, *paid or volunteer*, to supervise events. *This supervisor must be present in the facility during the permitted event.*

2.5 Facility Use Fee Schedule means the schedule of fees and costs adopted by the district from time to time under this policy.

2.6 Commercial: an activity or use that is primarily designed to earn money or create revenue for the user.

3. AVAILABILITY OF RENTAL

Priority of rental availability will be based on the following order:

- district sponsored programs
- after school and extracurricular programs
- public sponsored institutions of learning
- inter-local agreement with county recreation programs
- charitable and non-commercial
- competition teams and other competitive groups
- commercial

District sponsored programs such as regional competitions hosted by the district, athletic team practice times, and choir/band concerts always have first priority and will supersede other facility use agreements.

3.1 DISTRICT SPONSORED PROGRAMS

Morgan School District club and team programs offered at the district's request are considered district supported programs and do not require payment of a rental fee. The PTSO, Morgan Education Foundation and similar groups aligned with the district shall be granted use of district facilities for school related activities so long as the activity does not disrupt the functions of the hosting school.

3.2 AFTER SCHOOL PROGRAMS

Classes conducted in a district facility for the benefit of students, such as private music lessons and tutoring shall be operated at the discretion of the school principal and will be subject to fees.

3.3 PUBLIC SUPPORTED INSTITUTIONS OF LEARNING

Programs located at a district facility but hosted by an outside public institution may be subject to the actual cost of the event as determined by the principal or principal's designee.

3.4 INTER-LOCAL AGREEMENT WITH COUNTY RECREATION PROGRAMS

Inter-local agreements duly made by the district govern the subject matter they cover and supersede this policy.

Any use by a city, county or other government entities for programs or activities not covered by an applicable inter-local agreement may be subject to the non-commercial rates outlined in the Facility Use Fee Schedule.

3.5 CHARITABLE AND NON-COMMERCIAL USE

Charitable and non-commercial rates apply to community organizations, service clubs and other groups wanting use of district facilities.

Principal, Superintendent, or The Board of Education may grant limited free use to public service organizations who perform strictly public services when custodial and other services are not required beyond the regularly scheduled duty and when

- [a] no school funds are used to subsidize the events.
- [b] the request is for occasional use only.
- [c] the use has no commercial purpose.

If there are actual costs for the district facility associated with a charitable and non-commercial use, those actual costs are subject to rates outlined in the Facility Use Fee Schedule.

Charitable and non-commercial organizations that sponsor or host commercial entities utilizing district facilities are subject to commercial fees and insurance requirements as outlined in the Facility Use Fee Schedule.

Family gatherings, class reunions, and similar groups will be subject to rates as outlined in the Facility Use Fee Schedule.

3.6 COMPETITION TEAMS AND OTHER COMPETITIVE GROUPS

Competition teams and other competitive groups such as basketball leagues and soccer teams not under the umbrella of district inter-local agreements will be subject to rates as outlined in the Facility Use Fee Schedule. Such teams will be required to demonstrate that they are covered by liability insurance through their sponsoring organization such as AAU or AYSO.

Competition teams and other competitive groups that sponsor or host commercial entities utilizing district facilities are subject to commercial fees and insurance requirements as outlined in the Facility Use Fee Schedule.

3.7 COMMERCIAL USE

The Superintendent, in consultation with building administrator, will determine if an activity should be classified as commercial.

Commercial rates apply to an activity whose motive is to make a profit, provide financial gain, or promote a for-profit enterprise. If it is found that an entity has filed false or misleading information on the Facility Use Application relating to their commercial status, all provisions in Section 4.10 of the Facility Use Policy will apply.

3.8 LONG TERM LEASE AGREEMENT

The district reserves the right to negotiate long term lease agreements with groups or individuals wherein the agreement will serve the best interest of the district. Such agreement must be approved by the superintendent and/or board.

4. PROCEDURES

4.1 An applicant shall complete and deliver to the principal or principal's designee all of the information required in the Facility Use Application/Permit packet. The principal or principal's designee shall review the application and complete the requirements of the district in the packet and obtain the signatures of the lessee prior to the date of the rental.

4.2 Principal or principal's designee shall charge for the use of facilities as outlined in the Facility Use Schedules.

4.3 Principal or principal's designee, in consultation with persons requesting the rental, will determine personnel required for each rental.

4.4 Collection of rental fees is the responsibility of the principal or principal's designee. All applicable application costs, deposits and fees, shall be paid in advance, or the application shall be denied.

4.5 All rental time shall be computed from the time requested for access for the use until all persons associated with the rental have vacated the district facility. The fee will be adjusted for any additional time not covered by the initial application.

4.6 Equipment, keys, and property shall not be loaned or removed from the district facility.

4.7 The principal or principal's designee shall establish the charges for the building and school equipment (when available - spotlights, VCR/DVD, screens, televisions, sound systems, Smart Boards, etc.) and supplies used by the lessee.

4.8 The assigned school building supervisor is responsible for oversight of the district facility during the rental period.

4.8.1 The district facility may not be left without such supervision while occupied.

4.8.2 In addition to the district facility supervision provided by the school, all rental groups must provide supervision to maintain order and prevent damage or loss of school property.

4.9 Principal or principal's designee may require a Certificate of Insurance for liability for non-commercial rentals before the permit is granted. A Certificate of Insurance will be required for commercial rentals.

4.9.1 The Certificate of Insurance shall be for one million dollars (\$1,000,000) per occurrence.

4.9.2 The Certificate of Insurance will not be required if addressed under a superseding inter-local agreement.

4.10 The Lessee shall adhere to this policy, the district general regulations included in the application packet, the standards of behavior posted at the district facility, and all applicable state and federal laws.

4.10.1 Violation of any of these standards is grounds for termination of the permitted use and the immediate removal of those individuals associated with the rental.

4.10.2 In such case, there shall be no rebate of fees or costs paid, and the terms of the Facility Use Agreement shall apply to any additional costs incurred by the district to enforce the removal and cover any damages incurred.

5. CANCELLATIONS

5.1 In the event that a conflict should develop between a school function and a rental request, the district reserves the right to cancel the rental reservation by giving notice of cancellation to the lessee.

5.2 Renting organizations may cancel a contracted Facility Use Application/Permit by a written notice of cancellation delivered to the principal or principal's designee no less than **forty-eight (48)** hours in advance of beginning time.

5.3 All actual costs incurred by the district upon cancellation or their "no show" of a confirmed use must be paid by the lessee. These costs include, but are not necessarily limited to, custodial fees based on a one (1) hour minimum.

5.4 The remainder of the rental fee and deposit will be refunded, (less costs incurred as stated above) concerning a properly cancelled event.

5.5 Requests to transfer an approved Facility Use Application/Permit to another date are considered a cancellation. The application may be re-submitted for another date and the application requirements updated with the contract fees and accompanying documents as a new application, effective upon acceptance by the principal or principal's designee.

6. FEE SCHEDULES

The Facility Use Fee Schedule shall be established by the Board of Education and is subject to periodic review.

6.1 SECURITY DEPOSIT

6.1.1 At the discretion of the principal or principal's designee, the lessee may be charged a refundable security deposit of up to \$1,000.

6.1.2 Security deposits shall be paid by the lessee in a separate check to be deposited by the principal or principal's designee. The deposit may be co-mingled with district funds and is not required to be maintained in a separate account.

6.1.3 Following the rental period, the principal, principal's designee or building supervisor shall inspect the district facility to ascertain whether any damages or anything requiring extra cleanup is then evident. The cost of any damage will be charged to the lessee. If no damage is found, the security deposit will be refunded.

6.2 FACILITIES

Lessee will be charged according to the Facility Use Fee Schedule applicable to their rental status. (See building rental packet)

6.3 PERSONNEL

6.3.1 Payment of wages for personnel providing supervision or other services in support of building rental shall be paid in compliance with the applicable negotiated agreement.

6.3.2 The principal or principal's designee is responsible for determining the number and type of personnel required for a particular activity in compliance with this policy.

6.3.2.1 Cost of custodial services that may be required beyond those regularly scheduled to be performed by the custodial staff at that facility, will be charged to the lessee.

6.3.2.2 General supervision/security is required. General supervision of the facility may be assigned to a custodian, teacher, administrator, other qualified staff member, or principal approved volunteer.

6.3.2.3 At least one stage technician is required for rental of the auditorium when using the sound system. An additional technician is required when using the sound system and lighting system.

6.3.2.4 Payment of wages for personnel providing supervision or other services in support of building rental shall be paid in compliance with the applicable negotiated agreement.

7. REQUIRED FORMS DULY EXECUTED BY LESSEE

7.1 Facility Use Application/Permit/Fee Schedule/Guidelines

7.2 Facility Use General Regulations

7.3 Morgan County School District Indemnification Agreement