



## **FACILITIES USER REQUEST FORM AND PERMIT**

This user request form is required for use of a Tintic School District Facility. This is not a confirmation of your request. Once received by Tintic 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 and 414. The Tintic School District is thereby not liable for any claims, injuries, or lawsuit arising from use of school property under UCA § 63G-7-301(5).

**DATE SUBMITTED:** \_\_\_\_\_

**\*\*Form must be submitted 10 (ten) calendar days before date/dates of use\*\***

Contact Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Type of Activity: \_\_\_\_\_

Purpose for Rental: \_\_\_\_\_

Date(s) Requested: \_\_\_\_\_

Start Time(s): \_\_\_\_\_ End Time(s): \_\_\_\_\_

Preferred Location – 1<sup>st</sup> Choice: \_\_\_\_\_ 2<sup>nd</sup> Choice: \_\_\_\_\_

How Many People Are Expected: \_\_\_\_\_

Sound and Lights: \_\_\_\_\_ Microphone/Stand \_\_\_\_\_ Other \_\_\_\_\_

Will you be charging an admission fee? \_\_\_\_\_ If so, how much? \_\_\_\_\_

Will you be earning income/selling items? \_\_\_\_\_

If so, what products? \_\_\_\_\_

By signing the agreement, I agree to the following:

1. I will only use the facility for the stated purpose requested.
2. Facility may not be utilized for personal use.
3. Any damage to facility or costs incurred will be deducted from the deposit.
4. I will pay the rental in full prior to using.
5. I agree to provide proof of liability insurance of no less than \$500,000. The Board shall be named as an additional insured.
6. **Damage or excessive cleanup as a result of use will be billed to the organization/individual renting the facilities.**

I agree to hold Tintic School District harmless in the event of injury or accident to any party affiliated with the rental activity and/or facility.

If the renter does not have insurance, the renter assumes all liability and must have board approval before use of facility.

Further charges may be incurred for lighting, sound, etc.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

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**Rental Category**

Schedule 1 \_\_\_\_\_ Schedule 2 \_\_\_\_\_ Schedule 3 \_\_\_\_\_ Schedule 4 \_\_\_\_\_

*No Charge* \_\_\_\_\_ (charity event, voting precinct, civic activity, alumni)

Deposit \_\_\_\_\_ Total Rental Charge \_\_\_\_\_

For Profit Organization? Y ☐ N ☐ If yes, a certificate of insurance must be provided.

Non Profit? Y ☐ N ☐ If yes, a 501(c)(3) form and/or Internal Revenue Services (IRS) Determination Certification Document must be provided.

\*All payments are due 5 days prior to the event

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**INDEMNIFICATION:** User warrants to the district that it will provide all the supervision necessary for the safe use of facilities. User understands and agrees it takes full responsibility to provide medical and emergency care to all those involved in the event, including, participating 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 attorney fees arising out of, or in any way, connected with this Use of District Facilities Agreement, except such that result from the sole negligence of indemnities. User agrees to adhere to all federal, state, and district rules and regulations.

**INSURANCE:** User warrants that it maintains all legally required insurance. For the purposes of this agreement, user shall also have Comprehensive General Liability Insurance covering this event in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and have the district named as an additional insured. **Five working days prior to the event, the user will give the**

**District a Certificate of Insurance which will include the above stated amount and showing that Tintic School District has been added as an insured.**

User received a copy of the Community Use of School Facilities Guidelines \_\_\_\_ (initials)

This user agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. User agrees on behalf of him/herself and their group that they will use the facilities, equipment and/or furnishings as described above. User has received and agrees to follow the Community Use of School Facilities Guidelines.

Your request has been approved for use of school property at

\_\_\_\_\_(location)

\_\_\_\_\_(date and time)

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**BELOW FOR OFFICE USE ONLY**

**PERMIT**

Your request has been Approved \_\_\_\_ Declined \_\_\_\_

**You are hereby granted this PERMIT to use Tintic School District property as described above. Use at your own risk. The school is immune from liability for your use pursuant to UCA § 53A-3-413 and 414 and § 63G-7-301(5). You are advised to obtain insurance for your own liability.**

\_\_\_\_\_  
Renter Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Building Administrator

\_\_\_\_\_  
Date

\_\_\_\_\_  
District Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

*(required only if approved with no insurance)*

\_\_\_\_\_  
Date

## **USE OF BUILDINGS AND GROUNDS**

### **Purpose**

Utah State Code 53A-3-413 designates school buildings as “civic centers,” established and maintained as a limited public forum to district residents for supervised recreational activities and meetings. This policy establishes guidelines delineating allowable uses of school property, when such use does not conflict with the program of regular school activities.

### **Definition**

Non-profit: any person or organization that does not sponsor or manage an activity for profit.

School Employee: any person whose salary is paid through district payroll and is entrusted with keys to enter the facility where they are assigned.

### **Guidelines**

1. To secure the use of buildings and grounds, all groups or individuals must make application, in advance, through the building administrator of the school involved.
2. Use of buildings and grounds requires adult supervision (21 or older) by a school employee, unless a qualified renter of the building has agreed to accept supervisory duties and the responsibility for the upkeep and security of the building.
3. Application for the use of facilities implies the acceptance of the rules and regulations of the Board of Education governing their use. The building administrator has the responsibility to see that these rules and regulations are adhered to by the community groups using these facilities.
4. School property may be used by school employees for purposes outside the school curriculum or school responsibilities of the school employee only with the express permission of the school administrator, and may not be used for the profit of the individual or any party. If use of the property is for a for-profit activity, school employees are subject to following the same procedures as other patrons.
5. Students or student groups must obtain permission from the building administrator to use any buildings and grounds. These groups must have an approved chaperone with them.
6. When a building is rented for activities, other than school functions, additional fees may be charged. The payment of school district employees necessary to supervise buildings and equipment shall be the responsibility of the renter, paid to the school.
7. Non-school events will not be scheduled until assurances and financial guarantees have been made to minimize damage or loss potential.
8. Any group or individual who fails to comply with standards for appropriate care and concern for district property may be denied future use or required to provide property damage insurance or a deposit to cover cleaning and repairs.

### **Criteria for High School Gymnasium and Auditorium Use**

1. Generally, high school gymnasiums and auditoriums should be used first for high school events, second for other school events, and third for community uses. When possible, the high school should schedule in advance so other groups will have a reasonable opportunity to schedule.
2. High school gymnasiums and auditoriums should be used primarily for large events where their unique features can be used to an advantage. Events that do not need a large audience capacity, or which have a high potential for wear and tear on the main floor, would be better scheduled in other venues. Community recreation activities would fit this criteria and usually should be encouraged to use auxiliary gyms.
3. Small group activities should not generally be scheduled in the main event portion of the gymnasiums.

### **Insurance**

The Tintic School District requires a certificate of insurance from the organization (using group) requesting the use of District facilities showing that the organization has obtained \$500,000 of public liability and property damage insurance. This policy must name the Board as an additional insured and must cover any and all use of school property by or under the sponsorship or control of the user organization. Responsibility for obtaining such insurance

coverage rests solely with the organization requesting the use of the District facilities. Responsibility for reporting to the principal of the facility involved any losses or damages rests solely with the organization using the District facilities.

**Exception to Insurance**

The Tintic School District use policy works well in most circumstances. However, when it comes to non-profit civic center type of activities as determined by the building administrator, it is unreasonable to require the user to obtain a \$500,000 liability and property damage insurance policy. Therefore, when building (facility) use is requested for these types of activities, the following guidelines will apply:

- 1. The user will be required to complete a Tintic School District Use of School Facilities Application Form and must comply with all provisions contained in this form, except that the user will not be required to provide proof of liability and property damage insurance coverage.
- 2. The user will not hold or receive funds on state and district resourced property.

**Schedules 1 & 2 are Reserved for One Day to Three Day Events**

- 1. Schedule 1: Sponsored by for profit organizations, groups intending to realize a profit at the conclusion of the event or activity. \$200.00 deposit required before the event or activity. A full refund will be returned minus custodial costs incurred.
- 2. Schedule 2: Non-profit community sponsored meetings, activities, and events, for public improvement, no intentions to realize a profit. \$100.00 deposit required before the event or activity. A full refund will be returned minus custodial costs incurred.

Facility	Schedule 1 Rate Per Hour	Schedule 2 Rate Per Hour
Classroom	\$50.00	\$15.00
Dining Area/Multi-Purpose	\$100.00	\$25.00
Auditorium	\$100.00	\$40.00
Library/Media	\$70.00	\$20.00
Gymnasium	\$200.00	\$75.00
School Field Areas	\$200.00	N/A

**Schedules 3 & 4 are Reserved for Multiple Practices, Rehearsals, Activities**

- 1. Schedule 3: Sponsored by community for profit organizations, groups, teams, and activities that realize a profit but also directly benefit and offer opportunity to Tintic School District students. These groups are seeking to use Tintic School District facilities for multiple days, practice, rehearsals, etc. This time frame is not to exceed 4 months. Use is dependent upon availability of facilities.
  - a. Initial deposit of \$400.00 per group or team. Upon completion of the contract \$100.00 will be returned minus real custodial costs incurred
- 2. Schedule 4: Sponsored by community non-profit organizations, groups, teams, and activities that do not realize a profit and directly benefit and offer opportunity to Tintic School District students. These groups are seeking to use Tintic School District facilities for multiple days, practice, rehearsals, etc. This time frame is not to exceed 4 months. Use is dependent upon availability of facilities directed by the building principal.
  - a. Initial deposit of \$200.00 per group or team. Upon completion of the contract \$100.00 will be returned minus real custodial costs incurred.

**Waiver of User Fees**

Exceptions for charged fees may be extended to non-profit activities based on the program being offered. Each waiver must be requested of the board and can only be approved by specific action by the Board of Education.

**Accounting**

- 1. Building rental money will be receipted or remitted to the Tintic School District Office.
- 2. Rental reports, plus money received from the building rental, will be submitted to the district office prior to the rental date.