



Provo City School District Policy Series 6000 Finances and Operations

Policy No. 6810

Facility Rental Policy

The Board of Education recognizes that public school facilities and grounds are first and foremost for the delivery of district instructional programs and extracurricular activities. The board further recognizes that the district's facilities and grounds can also be used as community facilities that can be made available to community members in non-school hours, with certain conditions as District facilities are available District activities will take precedence over any outside organization.

There are significant costs, including personnel and supplies, that are incurred as District facilities are used. All requests for rentals will be submitted to the District Facilities Department and should not be scheduled or approved directly through school staff. Principals will be consulted for all rental requests. Facility schedules and personnel availability will be considered in the processing of the request. All rental requests are subject to facility availability and can be canceled at any time in the event of a District conflict. Provo City School District will require all documents required for a rental to be submitted in a timely fashion. Documents include:

- Rental permit & Indemnity agreement
- Liability insurance

Rental requests must be submitted at least 7 days prior to an event and will be accepted up to 3 months in advance. Cancellations made at least 48 hours prior to the scheduled event are eligible for a full refund. Refunds will be processed in the form of a check within 7-10 business days.

Full payment is due for the requested rental upon submission of paperwork.

Elementary schools will not be rented after 9:00 PM. Secondary schools will not be rented past 10:00 PM. NO overnight rentals will be allowed.

District equipment must be operated by licensed District personnel. No exceptions will be granted and renters may be required to provide their own equipment if personnel is not available.

Kitchens, computer labs, tech labs, shops, weight rooms, and specialty equipment, etc. will not be available for use in any location.

Restrictions on community use may occur when there is maintenance work being conducted on facilities of grounds and / or due to the need to manage safety issues. Use may be restricted if there is a foreseen

Rental revenue will be allocated between the District (50%) and the renting school (50%). Rental revenue will be placed in a school account at the District and will be used at the discretion of the principal.

Destruction to any / all district property may result in referral to law enforcement agencies.

Authorization for use of school facilities will not be considered as endorsement or approval of the activity, group or organization.

Category (see attached fee schedule for rates per category)

Category 1 - Political Party/Civic Center

- Rental agreements, indemnification and liability insurance are required.

Category 2 - School-related Organizations

- Rental agreements, indemnification and liability insurance are required.
- Feeder programs approved by school principals.
- Programs run by District personnel who will provide supervision.
- Long-term school-related rentals can be negotiated separately on an inter-local agreement. Rentals must still be scheduled through the District Facilities Department and will be approved on an individual basis.

Category 3 - Non-profit/Charitable Organizations

- Rental agreements, indemnification and liability insurance are required.
- Rental rates will be used to recoup building expenses, provide necessary custodial supplies and for associated personnel time.

Category 4 - Commercial Use

- Rental agreements, indemnification and liability insurance are required.
- Due to the nature of the use and the expense of operating Provo City School District buildings, commercial rentals are discouraged. Large and/or ongoing rentals that are taxing on employees and facilities should be referred to professional business agencies that can better serve their needs.

Legal References:

Utah Code 53A-3-413

Use of public school buildings and grounds as civic centers.

Board Approved:

February 10, 2009

Revised:

November 12, 2024

Provo City School District
Policy Series 6000 Finances and Operations

6810 F1

Request for Use of School Facilities

RENTAL PERMIT
Make sure application is legible

| | |
|--------------------|-------|
| Name of Applicant: | Date: |
|--------------------|-------|

Address:

Email:

| | |
|-------------|-----------------|
| Cell Phone: | Business Phone: |
|-------------|-----------------|

| | |
|---------------------|-------------------|
| Location Requested: | Type of Activity: |
|---------------------|-------------------|

| | |
|---------------------------|--------------------|
| Facilities to be Used by: | Number of Persons: |
|---------------------------|--------------------|

| Area(s) or Room(s) Requested | Date(s) Requested (mm/dd/yr) | Start Time | End Time | Total Hours | a- Facility Rental Fee per hour | b- Staff Fee per hour | c- Other Fees per hour | d- TOTAL Add (a)+(b)+(c) |
|------------------------------|------------------------------|------------|----------|-------------|---------------------------------|-----------------------|------------------------|--------------------------|
| 1 | | | | | \$ | \$ | \$ | \$ |
| 2 | | | | | \$ | \$ | \$ | \$ |
| 3 | | | | | \$ | \$ | \$ | \$ |
| 4 | | | | | \$ | \$ | \$ | \$ |
| 5 | | | | | \$ | \$ | \$ | \$ |
| 6 | | | | | \$ | \$ | \$ | \$ |

| | |
|---|----|
| Grand Total charge for use of facilities as described above (<i>multiply (d) x total hours</i>) | \$ |
|---|----|

Signature of Applicant, Principal, and/or District Administrator are required

| | |
|--|--|
| <p>Method of Payment (Venmo is <i>not</i> accepted):</p> <p><input type="checkbox"/> Cash <input type="checkbox"/> Check <input type="checkbox"/> Credit Card</p> <p>Applicant Name: _____</p> <p>Applicant Signature: _____</p> <p><i>The applicant agrees to pay the above fees and charges for the use of said facilities. Failure to remit fees on time may result in applicant losing access to facilities.</i></p> <p>Received By: _____ Date: _____</p> | <p>Insurance \$1,000,000.00 PRIMARY per occurrence and \$3,000,000.00 AGGREGATE LIABILITY insurance is REQUIRED. "School Name & Provo School District" should be listed as "Additional Insured" on a primary/non-contributory basis. Amendments, Endorsement Changes and Exclusions will void this contract.</p> <p>Insurance Company: _____</p> <p>Policy Holder: _____</p> <p><input type="checkbox"/> I have attached a copy of the insurance policy</p> |
|--|--|

| | |
|---|--|
| Principal's Approval _____ Date _____ | District Administrator's Approval _____ Date _____ |
|---|--|

Payment: Make checks payable to **Provo School District** and submit payments to the District Facilities Office.

**Building Rental
Indemnity Agreement**

In consideration of the permission and license to use the school facilities set forth in the attached Request for Use of School Facilities, the applicant hereby agrees to pay the total rental fee and total staff charge and other applicable fees set forth in the attached Request for Use of School Facilities for the amount of time during which the school facilities are actually used.

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 Provo School District shall be complied with fully and strictly by applicant and by all persons attending the function, meeting or activity for which the attached Request for Use of School Facilities is made, and that applicant shall exercise all necessary supervision to assure compliance with such governmental laws and ordinances and all rules and regulations of the Board of Education of the Provo School District, and that the use of alcohol, tobacco or illegal drugs in any form WILL NOT BE PERMITTED on the school facilities: and that the applicant and all persons attending the function, meeting or activity for which the attached Request for Use of School Facilities is made shall confine themselves to the area and school facilities specified in this Request for Use of School Facilities or on property appurtenant to the school facilities without the prior express written permission of the Board of Education of the Provo School District.

The Board of Education of the Provo School District and its members, officers, employees, and agents, assume no liability arising out of the rental or use of the school facilities by applicant or by the parties for whom this Request for Use of School Facilities 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. The applicant and all of applicant's officers, directors, employees and associates agree to assume full and complete responsibility and liability for any meeting, function or activity conducted on the school facilities pursuant to this Request for Use of School Facilities. The Board of Education of the Provo School District and its members, officers, employees and agents shall not be liable for any damage or injury to any person or property occurring during the use of school facilities under this application. The applicant agrees to have an active liability insurance policy. \$1,000,000.00 PRIMARY per occurrence and \$3,000,000.00 AGGREGATE LIABILITY insurance is required. "School Name" and Provo School District should be listed as "Additional Insured" on a primary/non-contributory basis. The applicant and its officers, directors, and employees agree to protect, indemnify and HOLD the Board of Education of the Provo School District, together with its officers, directors, employees, representatives and agents, FREE AND HARMLESS FROM AND AGAINST 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 Provo School District).

The applicant and its officers, directors, employees and associates hereby agree to promptly pay to the Board of Education of the Provo School District just compensation for any damage, injury or destruction to any school property, including the school facilities, caused by applicant or any of applicant's officers, directors, employees, representatives and agents or by any person or persons attending the meeting, function or activity for which this Request for Use of School Facilities is made.

By: _____

Name of Applicant: _____

Title: _____

Provo School District Facility Rental Price Schedule

| Rental Price Schedule is based on regular building operating hours ² | Category I | Category II | Category III | Category IV |
|---|---|---|--|----------------|
| | Political Party/ County/ Municipality | School Related Activities | Non-Profit/Charitable Organizations | Commercial Use |
| Personnel: | | | | |
| Contract Employees ¹ | up to \$100 /hr | up to \$100 /hr | up to \$100/hr | up to \$100/hr |
| Student Technician | \$15/hr | \$15/hr | \$15/hr | \$15/hr |
| Auditoriums | | | | |
| Timpview High | n/c | \$75/hr | \$75/hr | \$200/hr |
| Provo High | n/c | \$75/hr | \$75/hr | \$200/hr |
| Centennial | n/c | \$50/hr | \$50/hr | \$150/hr |
| Shoreline | n/c | \$50/hr | \$50/hr | \$150/hr |
| Gymnasiums/Cafetorium³ | | | | |
| Elementary Schools | n/c | \$30/hr | \$50/hr | \$150/hr |
| JR High Gyms | n/c | \$45/hr | \$100/hr | \$200/hr |
| High School Gyms | n/c | \$60/hr | \$125/hr | \$250/hr |
| Rooms and Large Meeting Space³ | | | | |
| Multipurpose Rooms | n/c | \$25/hr | \$50/hr | \$100/hr |
| Dance/Wrestling Rooms | n/c | \$50/hr | \$100/hr | \$200/hr |
| Standard Classrooms | n/c | \$25/hr | \$25/hr | \$50/hr |
| Commons Areas | n/c | \$20/hr | \$40/hr | \$100/hr |
| Field/ Athletic Stadiums | | | | |
| Football Stadium with artificial turf surface | \$100/hr | \$100/hr | \$100/hr | \$350/hr |
| Press box, Score Board, PA system ⁴ | \$50/hr | \$50/hr | \$50/hr | \$100/hr |
| Lighting for Stadiums ⁴ | Add \$50/hr | Add \$50/hr | Add \$50/hr | Add \$100/hr |
| High School softball Fields | n/c | \$25/hr | \$50/hr | \$125/hr |
| High School baseball fields | n/c | \$25/hr | \$70/hr | \$150/hr |
| Soccer Fields Secondary and Elementary | n/c | \$15/hr Youth League \$25/ hr Adult League | \$50/hr | \$125/hr |
| Tennis courts | n/c | \$15/hr | \$15/hr | \$50/hr |
| Green multi-use playing areas/fields/parking lots | n/c | \$10/hr | \$15/hr | \$20/hr |
| District Office | | | | |
| Professional Development Center | n/c | \$40/hr | \$75/hr | \$120/hr |
| Grandview | | | | |
| Learning Center with Stage | n/c | \$40/hr | \$75/hr | \$120/hr |
| Conference Room | n/c | \$25/hr | \$25/hr | \$100/hr |

Insurance -\$1,000,000 Primary Liability per occurrence and \$3,000,000 Aggregate Liability insurance is required. **School Name** (of intended use) and **Provo School District** should be listed as “Additional Insured” on a primary/noncontributory basis. You can contact any insurance carrier for this policy.

- Damages to any District Facility will be borne by the renting party.
 - Computers, lab equipment, shop equipment, and maintenance equipment shall not be rented.
 - Snow removal will be an additional cost when the rental supervisor calls on district maintenance for snow removal.
1. Contract Employee rate may be reduced with prior agreement or with the type or expertise of employee necessary for rental. Contracted employees include, but are not limited to, custodians, AV technicians, lighting technicians and administrative staff.
 2. Rentals outside of normal operating hours or on non-school days, will incur a facility impact fee of \$25/hr (fee not to exceed \$125 per day), and additional personnel fees. Normal hours of operation are as follows:
Elementary & Middle Schools 8am-5pm / High Schools 8am-10pm
 3. Rentals during summer break (June, July, and August) will incur an Air Conditioning impact fee of \$25/hr for each hour the A/C is in use. The A/C impact fee applies to Auditoriums, Cafeterias, and Gymnasiums, Large Area Classrooms and/or blocks of classrooms.
 4. A District employee must be hired to operate scoreboards, electronics, sound systems, lighting equipment, and any other district owned equipment. **NO EXCEPTIONS**
 5. Non-Profit Organizations must provide an IRS 501 (C) (3) letter of determination.