

**Roy High School**

2150 W. 4800 S. Roy, UT 84067

(801) 476-3600 FAX (801) 476-3699

Principal: Brenda Hart, Vice Principals: Jake Shulz, Brad Gathercole, Bryce Chamberlain

Dear Vendors,

Re: Outside of school, or district building rental reservation policies, procedures, and pricing for 2023 2024 Year.

All COVID precautions required by the WSD and the State of Utah must be followed.

Attached herewith are the contract, policies, and procedures for rental of any Weber School District Facility. The Weber School district has established uniform rental rates, policies, and procedures for all district facilities.

Outside rental policy and procedure, and pricing are attached herewith. Commercial pricing rates apply to all rentals unless proof of charitable or tax-exempt status is given in official document form with the rental contract. Proof of liability insurance must also accompany the attached form and building rental contract. All rental requests for 2023 2024 year are being booked now and dates will be given on a first come first serve basis. Requests need to be sent to [brwebb@wsd.net](mailto:brwebb@wsd.net) and not through teachers, texting, or another school contact. Please use email as often as possible for paper trail purposes. Penciling in dates via texting, phone calls, or on a calendar will not secure your rental. Rental dates are not secured until all paperwork is complete, and a deposit made. Vendors that have not paid prior invoices for rentals will not be able to reserve in the new calendar year until all amounts due are settled.

Please read through the contract and all information carefully as there are several changes. Commercial rates will apply to all companies that cannot prove tax-exempt or non-commercial status. Government paperwork that is current is required. Custodial charges will now apply during weekday evenings, as additional custodians will be brought in to work your event exclusively. All rentals will be subject to a 20% estimated rental deposit, and invoices must be paid within 30 days of the date of the invoice or an additional charge of 20% will be applied. Other changes as specified in the attached contract.

Roy High School reserves the right to assign and/or work concessions for your event. Please see the attached paperwork.

Sincerely,

Brett Webb  
Roy High School Facility Rental  
2150 W 4800 S  
Roy, UT 84067  
[brwebb@wsd.net](mailto:brwebb@wsd.net)  
Cell 801-231-4011

## Rental Check Sheet

*There may be additional information and requirements for COVID -19 from the State of Utah and the Weber School District*

- Insurance Forms
- 20% Estimated Deposit
- Proof of tax-exempt or charitable institution
- Commercial rates apply to non-commercial groups
- Payment of prior rental amounts
- Email Address, phone, and Street address. If you give a P.O. Box please provide a street address.
- Paperwork complete
- Paperwork signed by all parties and approved by Brett Webb
- Renter to keep a copy of the Rules governing the Use of Facility. Damages to building or property to be billed on the invoice of your rental.
- Copies of the Building Usage Form for vendor
- Please check with Brett Webb at least 2 weeks prior to your event to discuss any changes to your documents.

## RULES GOVERNING THE USE OF FACILITIES

### 1. PURPOSE AND PHILOSOPHY

To provide opportunities for citizens to participate in educational and recreational activities through the establishment of a facility rental fee schedule and procedures.

### 2. POLICY

- a) All District buildings and grounds are by law civic centers and may be used by District residents for supervised recreational activities and meetings. Athletic fields/playfields are available to all residents of the community for unorganized recreational activity at all reasonable times except when school is in normal session or is otherwise being used for school activities. Outside rentals must not enter the building until after 3pm after all sporting events have time to collect their things from the locker rooms and areas to be rented.
- b) No use shall be made of District property which is in conflict with any city, county or state ordinance, statute or law, or which is in conflict with any of the rules and regulations of the Board of Education.
- c) The school administrator will charge reasonable fees as outlined in this policy so the District incurs no expense for civic center use.
- d) The school administrator shall allow use as a civic center **unless** it is determined that the use of said facility interferes with a school function or purpose.
- e) All civic center use, commercial rentals, and school or District use which occurs after school hours shall be scheduled through the building scheduler, and school administrator.
- f) The rental of school facilities will be under the jurisdiction of the Executive Director of Facilities and Operations. Any questions, cases, or situations, which are not covered in this policy, shall be referred by the school administrator to him/her.
- g) The permit and use agreement shall not be assigned or sublet in whole or in part by the renter.
- h) No facility shall be rented for overnight use.

### 3. TYPE OF USE

- a) DISTRICT SPONSORED PROGRAMS AND PTA/PTO -PTA/PTOs and other District schools or departments shall be granted use of facilities for school-related activities so long as the activity does not disrupt the functions of the hosting school and the visiting entity or school reimburses any costs incurred by the hosting school. School clubs, teams or programs which sponsor or host commercial entities in utilizing school facilities are subject to the commercial use fees outlined in this policy. Merely allowing a school club, team, or program to access an activity or provide concessions at an activity does not qualify the activity as a school or district-sponsored program.

- b) INTERLOCAL AGREEMENT USE -Interlocal Agreements negotiated by the superintendent or his/her designee supersede this policy. Any use by a city or county for programs or activities beyond those outlined in the applicable Interlocal Agreements is subject to the non-profit rates.
- c) CHARITABLE AND NON-PROFIT USE -Charitable and non-profit rates apply to community organizations such as service clubs, Boy Scouts, Girl Scouts, United Way, church groups, cities, and counties, public colleges and universities. Those wishing to rent facilities under category must provide evidence of their non-profit status.
- d) REGISTERED POLITICAL PARTIE -The District shall make all meeting facilities in buildings under its control available to registered political parties, without discrimination to be used for political party activities, subject to the terms and conditions outlined in Utah Code Ann. § 20A-8-404.
- e) COMMERCIAL USE -Commercial rates apply to an organization or individual whose motive is to make a profit. These include, but are not limited to events for which admission is charged items sold, or paid instruction for students.

#### 4. PROCEDURES

- a) The school administrator shall charge for the use of facilities as outlined in the Rental Fee Schedules. **A 20% non-refundable deposit is required when "Users Agreement" is approved by the school administration.**
- b) The school administrator shall complete a copy of the Application and Use Agreement and obtain the signature of the lessee prior to the date of the rental.
- c) Collection for a rental is the responsibility of the school administrator. All monies shall be paid to the school and accounted for in a building rental account to be used by the school.
- d) All rental time shall be computed from the time of requested opening to closing of the doors. Persons lingering in the building shall be the responsibility of the lessee and closing time shall be the time when all persons associated with the rental have left the building. The fee will be adjusted for additional time.
- e) At the completion of the activity, the school representative will document any damage to school property caused by the applicant groups. Charges for damages and any infractions of rules and exceptions to the agreement, such as running overtime, will be applied to the rental fee. Where long-term agreements are in effect, the school representative will file reports of any damage or exceptions to the agreement as soon as they occur.
- f) Equipment, keys, and property shall not be loaned or removed from the building.
- g) Laboratory facilities such as computer labs, tech labs, wood/metal shops, food labs, science labs and art labs shall not be rented. Cafeteria cooking areas shall also not be rented.
- h) The assigned supervisor is responsible for oversight of the building and facilities during the rental period.
  - Buildings may not be left without such supervision while occupied. School tech and/or custodial required in rental areas.
  - In addition to the building supervision provided by the school, all rental groups must provide adult supervision (21 years of age or older) to maintain order and prevent damage or loss of school property.
- i) The school administrator shall require commercial users to rent a District facility to provide a Certificate of Insurance for liability and property damage before the event. The Certificate shall be for one million dollars (\$1,000,000) per occurrence. Insurance proof and verification before activity can take place.
- j) A proper Indemnity Agreement will be signed as detailed in Form A of the contract.
- k) Nonprofit entities and non-commercial users (which include individuals and community groups) receiving approval to use school facilities as a civic center in accordance with this policy are not required to provide evidence of liability insurance indemnifying the District. Approved non-commercial use is a "Permit" under Utah Civic Center statutes at Utah Code Ann. § 53A-3-413 to 414 and grants the District full legal immunity under the Governmental Immunity Act of Utah pursuant to Utah Code Ann. § 63G-7-301.
- l) The lessee is subject to adherence to the standards of behavior of the school and Utah State Law.
  - The right to revoke a permit at any time is reserved by the school authorities.
  - Whenever the Board of Education deems it inadvisable to permit the use of school buildings or facilities for the purpose requested, it may refuse said use.
- m) Additional charges apply for access to or use of school equipment (spotlights, computers, DVD and televisions, microphones, projectors, etc.) and supplies used by the lessee.
- n) Gymnasiums shall be rented only where adequate protection of the gym floor is assured by the lessee. Renter shall pay for any damage caused to the gym, equipment or floor to be billed with the invoice for said event.

- 5. FEE SCHEDULES** - The Rental Fee Schedules shall be established by the Board of Education of Weber School District (Board) and are subject to periodic review. Users will be charged according to the Rental Fee Schedules applicable to the lessee's rental status. See attached.

a) **PERSONNEL**

The school administrator, in conjunction with the head custodian, is responsible for determining the number and type of personnel required for a particular activity in compliance with this policy.

- At least one custodian is required if one is not on duty. Custodial services required for rentals cannot require the on-duty custodian to be removed from regularly assigned responsibilities. If custodial services are required beyond those as scheduled to be performed by the custodial staff at that facility, costs must be charged to the lessee.
- Premises are made available with the understanding that the "tipping" of custodial or other personnel is not permitted.
- General supervision/security, beyond the custodian on duty, is required if the school administrator determines the rental activity requires such. General supervision of the facility may be assigned to a custodian, teacher, administrator, or another qualified staff member.
- At least one stage technician is required for rental of the auditorium, little theater, or gyms if tech is needed. Equipment cannot be used without a qualified theater tech employee.
- At least one member of the school lunch staff is required for the rental of the kitchen.
- For activities in which School Resource Officers (SROs) or other police officers are employed for which cities will eventually bill the District, the renter will be charged the actual wages as invoiced by the city.
- Payment of wages for personnel providing supervision or other services in support of building rental shall be paid through the District payroll procedures in compliance with the applicable negotiated agreement.
- Payment for services rendered to the organization using the facilities by persons who are not regular employees of the school district must be made directly to the individual with whom such arrangements were made.

**6. OTHER APPLICABLE STATE LAWS, RULES, AND REGULATIONS**

- a) Smoking, including E-cigarettes, shall be prohibited in school buildings and facilities.
- b) There shall be no alcoholic beverages or illegal drugs of any kind brought to or consumed in the building or on the grounds.

**7. ENVIRONMENTAL CENTER USE**

See Rental Fee Schedule for Environmental Center rates.

- a) The Environmental Center is only available to non-commercial organizations located in Weber County.
- b) Weber School District programs will be given first priority in scheduling of the Environmental Center.

**DEFINITIONS - "Civic Center"** means a public school building or ground that is established and maintained as a limited public forum to district residents for supervised recreational activities and meetings. School reunions fall under this category.

**REFERENCES - Utah Code Ann. §10A-8-404** – Utah of public meeting buildings by political parties.  
**Utah Code Ann. §53A-3-413 and 414** – Use of public school buildings and grounds as civic centers.  
**Utah Code Ann. §63G-7-301** – Waivers of immunity

**FORMS - Permit and Use Agreement** (available through the school administrator)

**WEBER SCHOOL DISTRICT  
5320 SOUTH ADAMS AVE.  
OGDEN, UT 84405-6998  
APPLICATION FOR USE OF SCHOOL FACILITIES & USERS AGREEMENT**

**PERMIT AND USE AGREEMENT:** This user request form is required for use of School District Property. This is not a confirmation of your request. Once received by the 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-3-413,414. The School District is thereby not liable for any claims, injuries, or lawsuits arising from the use of District property under UCA 63G-7-301(5).

Organization:  
Contact Name  
Address:  
Phone Number:  
Type of Activity:

Email Address:

Is your organization for profit?      Yes      No      If "Yes", a certificate of insurance must be provided.  
Is your organization non-profit?      Yes      No      If "Yes", a 501c3 form must be provided.

**RENTAL RATE**

FACILITY AND/OR EQUIPMENT	# OF HOURS	RATE	AMOUNT DUE
<b>Sub-Total</b>			

**PERSONNEL RATE**

NAME	# OF HOURS	RATE	AMOUNT DUE
<b>Sub-Total</b>			
<b>TOTAL AMOUNT DUE</b>			

Applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**By signing, you agree to the "Rules Governing the Use of Facilities" and you also agree to pay for any damages to the facility.**

**WARRANTY OF INSPECTION:** User has inspected the facilities and warrants to the District that the facilities are acceptable and appropriate for the event. Users accept full responsibility for all conditions on the premises that can be identified by reasonable inspection, if it fails to give the District written notice of any objectionable conditions, no later than one week before the date of the event.

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

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Principal/School Representative

**Note:** Proof of a \$1,000,000.00 Liability Insurance Agreement is required for all commercial for profit groups & will be attached to this agreement.

## Indemnity Agreement Form A Hold Harmless Agreement

Indemnity Agreement \_\_\_\_\_ (“User”) and Weber School District have agreed that User may use the District's [buses, building, etc. and details of the use]. In consideration of the District's allowance of the use, to the fullest extent permitted by law User, will indemnify, hold harmless and, at the option of the District, defend the District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest from and against all claims, lawsuits, damages, losses, and expenses, including but not limited to attorneys' fees and costs of litigation, or other liabilities or losses of any kind or nature whatsoever arising out of or in any way related to the use of the District facility, property, or vehicle, as described above, by User, it's employees, agents, volunteers, attendees, and invitees including, but not limited to, death or bodily injury to any user of a building or passenger in a District vehicle, or damage or destruction to any property of either party to this agreement. This indemnity applies even where a claim, lawsuit, damage, injury, death, or property damage arises out of the negligence of the District, or its Board, officers, agents, representatives, or employees. For purposes of this indemnity agreement, User agrees that any driver of District vehicles is an agent of User and any act, negligent, intentional or otherwise, of the driver, is considered to be an act of User and not the District and any such act will not be considered to be the negligence of the District. User agrees that it shall have no recourse against District its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest and User waives, on behalf of itself and its insurers, if any, any and all rights of recovery, including but not limited to subrogation rights, against District, its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest. To the extent any part or portion of this indemnity agreement is held to be unenforceable the parties intend that that part or portion be reformed to be consistent with the law and public policy and that it be enforced to the fullest extent permitted by law and that all other parts be enforced. This indemnity agreement is not intended to waive any defense available as to third parties under the Utah Governmental Immunity Act, Utah Code Ann. § 63-30d-101 et. seq.

\_\_\_\_\_  
Organization Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Printed Name and Title of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

**WEBER SCHOOL DISTRICT**  
**Table of Rental Charges**  
**2023- 2024**

A 20% non-refundable deposit is required when "Users Agreement" is approved by the school administration. Invoices must be paid within 30 days or a 20% additional charge will be applied. Invoices past 60 days will be sent to collections.

Other information as specified in the contract.

<b>FACILITY</b>	<b>NON – COMMERCIAL</b>	<b>COMMERCIAL</b>
<b>Auditorium/Multi-Purpose Room</b>		
High School	\$75.00/hr.	\$225.00/hr.
Junior High School	\$50.00/hr.	\$225.00/hr.
Elementary School	\$45.00/hr.	\$225.00/hr.
<b>Sound Lights/Audio Visual</b>	\$35.00/hr. (Tech Crew salaries plus any and all applicable retirement and taxes)	\$50.00/hr. Plus Tech Crew salaries and any and all applicable retirement and taxes
<b>Gymnasium</b>		
High School	\$80.00/hr. (Large) \$50.00/hr. (Small)	\$225.00/hr.
Junior High School	\$45.00/hr.	\$200.00/hr.
Elementary School	\$30.00/hr.	\$200.00/hr.
<b>Dining Area/Commons</b>		
High School	\$45.00/hr.	\$150.00/hr.
Junior High School	\$45.00/hr.	\$150.00/hr.
Elementary School	\$45.00/hr.	\$150.00/hr.
<b>Kitchen</b>	\$50.00/hr. plus salary for a kitchen manager to include any and all applicable retirement and taxes	\$150.00/hr. + 5% plus salary for kitchen manager
<b>Classroom/Conference Room</b>	\$20.00/hr.	\$50.00/hr.
<b>Dance, Choral, Band, Small Theatre</b>		
High School	\$50.00/hr.	\$150.00/hr Plus Tech Crew Salaries and Any and all applicable retirement and taxes
Junior High School	\$50.00/hr.	\$100.00/hr.
<b>Additional Custodial Service</b>	When work is required outside contract time, custodial service will be paid time and a half, plus any and all applicable retirement and taxes	<b>When work is required outside contract time, custodial service will be paid time and a half</b>
<b>Environmental Center</b> (Kitchen fee not included) Weber County Organizations Only	\$200.00 Per Day \$100.00 Per Night	Not available for commercial use
<b>Media Center</b>	\$50.00/hr.	\$100.00/hr.
<b>Athletic Field/Play Field</b> Available to all residents of the community for unorganized recreational activity at all reasonable times except when school is in normal session or is otherwise being used for school activities.	-0-	\$250.00/hr. + 5% of Gate

Payment for rental and services rendered is due upon receipt of invoice. Invoices not paid within 30 days will be assessed a late fee of 20%, and future rentals in questions.

**ENVIRONMENTAL CENTER  
BUILDING RENTAL CHARGES**

**Non-commercial school districts and businesses**

\$200.00 per day and \$100.00 per night plus Teacher/Facilitators wages at time and a half outside of their normal eight hour day, plus (possible additions cost) – unit manager's wages and cost of food.

**Commercial businesses**

Not available for commercial use.

**Rental Hours - No Overnight**

Daytime hours: 8:00 a.m. to 9:00 p.m. - \$200.00

**Additional Charges**

Twenty-five dollars will be charged to groups for the use of the kitchen if the services of the cook are not needed.

A minimum of two hours will be charged for opening and two hours closing of the center on days/times that the Teacher/Facilitator is not on contract time.