

# **Syracuse Arts Academy Buildings & Facilities Rental Policy**



## **PURPOSE**

The purpose of this policy is to establish procedures for the use of Syracuse Arts Academy's (the "School") building and facilities by outside individuals and groups.

## **POLICY**

In accordance with state law, the School's facilities are available for use as a "civic center" when such use does not interfere with a School function or purpose, does not violate any applicable law or regulation, and does not otherwise impose an unreasonable burden on the School or expose the School or participants to unreasonable risk.

Any permission to use School facilities is granted pursuant to Utah Code § 53G-7-209 and -210 and is considered a permit for governmental immunity purposes under Utah Code § 63G-7-201(4)(c). The School therefore has full governmental immunity under the Governmental Immunity Act of Utah for claims arising in connection with such use of the facilities. In addition, in accordance with Utah Code § 78B-4-517, the School is immune from civil liability for damages or an injury resulting from exposure of an individual to COVID-19 on the premises owned or operated by the School or during an activity managed by the School. However, the School's immunity under Utah Code § 78B-4-517 does not apply to any willful misconduct, reckless infliction of harm, or intentional infliction of harm by the School. In an effort to maintain this immunity, the School will comply with Davis County Health Department and Utah Department of Health orders, regulations, and guidelines related to COVID-19 and applicable to the School.

## **PROCEDURES**

Fees for the use of facilities shall be charged as outlined in this Policy. A down payment may be collected prior to use, with the outstanding balance due at the conclusion of the rental.

A Building Use Agreement must be signed by the user prior to the date of use.

Usage time shall initially be computed from the time of requested opening to anticipated closing of the doors. Closing time shall be the time when all persons associated with the use have left the building, and the fee will be adjusted for additional time used. Persons lingering in the building are the user's responsibility.

Equipment, keys, and property shall not be loaned or removed from the building.

Facilities such as computer lab, media center, or kitchen shall not be used unless approved by the Campus Principal and School personnel are present during the entire time of the function.

Buildings may not be used without adequate School supervision as determined by the Campus Principal. The assigned supervisor is responsible for oversight of the facilities while in use.

In addition to the building supervision provided by the School, all use groups must provide supervision to maintain order and prevent damage to or loss of School property.

Any individual or entity using the facilities for commercial purposes must provide, before the use, a Certificate of Insurance evidencing public liability coverage of one million dollars (\$1,000,000) per occurrence and naming the School as an additional insured.

The user must comply (and ensure that all its guests and patrons comply) with any applicable standards of safety and behavior of the School; current Davis County Health Department and Utah Department of Health orders, regulations, and guidelines; and Utah law. Violation of any of these standards is grounds for termination of the use agreement and the immediate removal of individuals associated with the use. Violation may result in the forfeiting of all deposits, and additional charges may be assessed.

Additional fees may be charged for use of School equipment (spotlights, DVD players and televisions, microphones, etc.) and supplies.

The Lead Director may establish conditions of use intended to protect the facilities from damage or unreasonable wear and tear.

Users shall pay for any damage to the facilities or School equipment caused by their use.

## **FEES**

Except where the administration has discretion under this Policy, users will be charged fees as set forth in the Fee Schedule below, which is subject to periodic review and revision.

The school's Parent Organization and individual classes may use the facilities free of charge for qualifying school-related activities. Such use must be approved by and coordinated with the School's Campus Principal. These activities must be approved by the Campus Principal before notice of the event is distributed.

Charitable and non-profit rates apply to non-profit organizations such as service clubs, Boy Scouts, Girl Scouts, United Way, cities and counties. The Campus Principal may grant free use of the facilities to non-profit organizations at the Campus Principal's discretion when the use will not create additional expense for the School.

## **Security Deposit**

At the discretion of the Campus Principal, the user may be charged a refundable security deposit of up to \$500. The Campus Principal shall determine the amount of the security deposit based on the size of the group, the location of the activity, and the type of activity involved. Security deposits shall be paid by the user in a separate check and deposited by the School.

Following the use period, the Campus Principal or designee shall inspect the facility for damage or mess requiring extra cleanup time. Any such extra charges will be deducted from the security deposit, and the remaining security deposit shall be refunded to the user. Should there be no extra charges assessed, the full amount of the security deposit shall be refunded.

### **Personnel**

At least one School staff member must be present during any use of the facilities. The Campus Principal will set the fee based on the number and type of personnel required for a particular activity. General supervision of the facility may be assigned to a custodian, teacher, administrator or other qualified staff member.

Users must pay for any additional custodial services that are required.

At least one staff member is required for use of the kitchen.

At least one School tech crew advisor is required for use of School sound and lighting equipment. Users requiring greater tech support will require the use of the School's tech crew.

## **COMMERCIAL AND CHARITABLE AND NONPROFIT BUILDING USE FEE SCHEDULES**

<b>Commercial and Charitable Nonprofit Building Use Fee Schedule</b>		
<b>FACILITY</b>	<b>Commercial</b>	<b>Charitable/Nonprofit</b>
Parking lot	\$40/day	\$10/day
Jr. High Auditorium	\$175/hr	\$75/hr
Cafeteria	\$125/hr	\$50/hr
Gymnasium	\$125/hr	\$50/hr
Outdoor Athletic Field	\$40/hr	\$20/hr
Kitchen (When using the kitchen facility, it is mandatory to have at least one staff member present, for which there is an additional personnel charge.)	\$125/hr	\$50/hr
Classroom (each)	\$40/hr	\$20/hr
<b>PERSONNEL</b>	<b>Commercial</b>	<b>Charitable/Nonprofit</b>
Building Supervisor	\$35/hr	\$35/hr
Additional Staff	\$20/hr	\$20/hr
Kitchen Staff	\$20/hr	\$20/hr
Custodian (Cleaning Surcharge)	\$30/day	\$30/day
<b>EQUIPMENT</b>	<b>Commercial</b>	<b>Charitable/Nonprofit</b>
This fee is done on a case by case basis. Fees are set by Campus Principal or designee. Fee shall be documented in Building Rental Agreement		



## AMPHITHEATER FEE SCHEDULE FACILITY RENTAL

### **Commercial**

\$175 / hr.

### **Charitable/Nonprofit**

\$75 / hr.

- All rentals are charged on an hourly basis, with a three (3) hour minimum
- Rental hours are calculated based on when the facility will be in use
- Additional **\$50.00** cleaning deposit; refundable upon inspection at the close of the event
- Facility rental for both Commercial and Charitable/Nonprofit includes:
  - ★ Use of the stage, seating, grass area, loading area, inside facilities, and outside restrooms
  - ★ One (1) Technical Director
  - ★ Basic Sound Package
  - ★ Basic Lighting Package
  - ★ Trash Receptacles

### **SET UP FEES**

- A fee of \$25.00 / hr is charged for additional set up hours. The Technical Director will determine which hours will be classified as Rental hours and Set Up hours

#### **Audio**

##### **Basic Sound Package: INCLUDED**

- Installed PA system
- Connection for iPod, MP3, or phone to system
- One wireless handheld microphone

##### **Medium Sound Package: \$50.00 / day**

- Includes Basic Package
- Up to 10 inputs
- Two (2) stage monitors

##### **Large Sound Package: \$100.00 / day**

- Includes Basic Package
- Up to 32 inputs
- Six (6) stage monitors

##### **Wireless Microphones:**

- \$20.00 / day on the first day
- \$15.00 / day on subsequent days
- Limit eight (8)

#### **Lighting**

##### **Basic Lighting Package: INCLUDED**

- Use of existing presets
- No special or follow spots
- Hourly Rate: **\$50.00 / hr.**
- Based on time to program and run lights

#### **Other**

Other equipment may be rented at the expense of the contractor

#### **Labor**

- Additional staff: \$25.00 / hr
- Crowd supervisors
- Ticket sellers / takers
- Additional technicians
- Custodians
- Police (charged at the police rate)
- Other staff as needed

### **PAYMENT DUE AT SIGNING**

- 50% of the total rental fee and cleaning deposit are due at the time of signing the rental agreement
- This payment will go toward the total payment of the rental
- The requested dates in the agreement will not be scheduled until the rental agreement is signed by both parties and the initial payment is paid.

*Additional services from Syracuse Arts Academy Amphitheater may incur added costs. All services must be approved by the Technical Director at least two (2) weeks prior to the start of the event.*