



# Providence Hall Charter School

Herriman, UT 84096

Phone: 801.727.8260

providencehall.com

## 2000 - Operations 10 - Facility Use Packet

### 3rd-Party Facility Use Application for Permit for PHCS School Facilities

Completing this permit is not an approval or confirmation of your permit. Do not leave blank boxes on this permit.

#### RENTER INFORMATION

Renter, Group/Organization (Renter)	Primary Contact Person
Contact Email Address	Contact Phone
Billing Address, City, State, Zip	

#### REQUESTED EVENT DAY(S)/TIME(S)

Date(s) and Time(s) of Requested Use To add additional dates & times use Additional Scheduling Form pg 2.	Date(s) or Date Range	Starting Time	Ending Time	=Hours
Hours from Additional Scheduling Form pg 2				
TOTAL HOURS				

#### REQUESTED FACILITY

Which campus are you requesting?	<input type="checkbox"/> Elementary North (Main) <input type="checkbox"/> Elementary South <input type="checkbox"/> Junior High <input type="checkbox"/> High School
What Facility are you requesting? Check ALL that apply.	<input type="checkbox"/> Gym <input type="checkbox"/> Stage <input type="checkbox"/> HS Common <input type="checkbox"/> Gym + Stage <input type="checkbox"/> Field <input type="checkbox"/> Cafeteria <input type="checkbox"/> _____ (#of) Classroom(s)
Do you have any special PHCS equipment requests?	
Do you have any other request(s) for PHCS?	

#### EVENT INFORMATION

Purpose of Requested Facility Use & Description of Event Planned	
Estimated # of Participants/Attendees	What % of participants/attendees will be under the age of 18?

#### RENTER SUPERVISORS

Renter must provide two (2) responsible adult supervisors, minimum age 21, who must remain on premises at all times to supervise event participants/attendees. PHCS may require additional adult supervisors depending on the event and/or the # and age of participants/attendees.

	Supervisor(s) Printed Name(s)	Contact Phone Number(s)
1		
2		
Alternate		

#### EVENT CLASSIFICATION - Classification Descriptions on pg3

<input type="checkbox"/> Class 1 PHCS Sponsored Use	<input type="checkbox"/> Class 2 City/Gov Sponsored Use	<input type="checkbox"/> Class 3 Charity Entity, Non-Comm Use <small>Must Provide 501(c)(3) IRS Determination Letter</small>	<input type="checkbox"/> Class 4 For Profit, Comm, Non-Profit Bus. Use
--	--	--	---

#### REQUESTED FACILITY COST ITEMIZED - Rate(s) Based on Facility Use Fee Schedule on pg4

At the discretion of PHCS, additional personnel, fees, and/or a security deposit may be added. Please see Facility Use Agreement Form pg5.

Facility: _____ Cost: \$ _____ X _____ hrs = \$ _____	Facility: _____ Cost: \$ _____ X _____ hrs = \$ _____
Facility: _____ Cost: \$ _____ X _____ hrs = \$ _____	Facility: _____ Cost: \$ _____ X _____ hrs = \$ _____
ESTIMATED TOTAL FACILITY COST: _____	

#### PROVIDENCE HALL PERSONNEL COST ITEMIZED - Rate(s) Based on Facility Use Fee Schedule on pg4 (Note: This may be Required)

PHCS Supervisor: Cost: \$30 X _____ hrs = \$ _____	PHCS Maintenance: Cost: \$30 X _____ hrs = \$ _____
ESTIMATED TOTAL PH PERSONNEL COSTS: _____	
ESTIMATED TOTAL RENTAL COSTS (Facility Costs + PH Personnel Costs): _____	

Do not submit any payment until this permit has been approved by the LEA Central Office.

#### THIS SECTION TO BE COMPLETED BY PROVIDENCE HALL ONLY

Changes to Permit?	Bldg Admin <input type="checkbox"/> YES <input type="checkbox"/> NO	LEA <input type="checkbox"/> YES <input type="checkbox"/> NO
Bldg Apprvd <input type="checkbox"/> YES <input type="checkbox"/> NO	Initials: _____	LEA Cent Office Apprvd <input type="checkbox"/> YES <input type="checkbox"/> NO Initials: _____
SECURITY DEPOSIT \$		Security Deposit Due In Full By: _____
FINAL TOTAL RENTAL \$		Final Rental Amount Due In Full By: _____

## Facility Use Additional Scheduling Form

[illegible]



## Facility Use Classification Definitions

### Class 1

**PHCS Sponsored**

**PHCS PTO Sponsored**

**School and PHCS needs supersede *any* other use.**

**Class 1 examples** include but are not limited to: **PHCS sponsored** staff & student groups, clubs & organizations, school athletic teams & approved camps/clinics, staff development, community education programs, PTO activities, and summer & out-of-season athletic activities under the direction of PHCS coach/advisor, where participants are not required to pay a fee and participation is limited to the PHCS community.

### Class 2

**Municipalities & Other Tax-Supported Agencies**

**Registered Political Parties/Officials**

**PHCS Employees/Alumni**

**Class 2 examples** include but are not limited to: educational institutions, government entities, & others whose purpose is to provide information and instruction to the general public, without a profit motive.

**Class 2 also includes** PHCS employee private events and PHCS alumni events.

### Class 3

**Charitable or Non-Commercial Organizations from within PHCS Community**

**Non-Profit**

**Private**

**Special Partnerships**

**All Non-Profit Organizations Must Provide 501(c)(3) IRS Determination Letter**

**Class 3 examples** include but are not limited to: non-curricular student club use, community, county, & municipal recreation programs (except where a fee is charged by Renter to participate), and non-profit events

**Class 3 also includes** private events, such as: family reunions, weddings, dinners, holiday celebrations, etc., and events with groups who have special partnerships with PHCS

### Class 4

**Commercial Organizations**

**For-Profit**

**Class 4 examples** include organizations or any other group that conforms to the below definition, or does not fall within the above Class 1, 2, or 3 definitions.

Applies primarily to organizations or groups whose motives, objectives, & operational structure:

- intend to gain a profit - including non-school sponsored fundraisers
- operate primarily on paid personnel; and/or
- charge admission and/or other participation fees - the proceeds of which will be spent for other than charitable or welfare purposes



## Facility Use Fee Schedule

<ul style="list-style-type: none"> <li>See Classification Definitions.</li> <li>All Rates are PER HOUR.</li> <li>The fee schedule is for the use of named areas/personnel only and does not include the use of any furnishings, equipment, supplies, materials, or personnel not named in this schedule, unless specified in the <i>Facility Use Agreement Form on pg5</i>, and if so may require additional fees or security deposit(s).</li> </ul>				
Description	Class 1	Class 2	Class 3	Class 4
	PHCS Sponsored PHCS PTO Sponsored	Municipalities Tax-Supported Agencies Reg. Political PHCS Emp/Alum	Charitable Non-Commercial Non-Profit Private Special Partnership	Commercial For-Profit
<b><u>Gym OR High School Commons</u></b>				
• Elementary	• \$0	• \$0	• \$45	• \$90
• Junior High	• \$0	• \$0	• \$45	• \$140
• High School or HS Commons	• \$0	• \$0	• \$45	• \$140
<b><u>Gym + Stage</u></b>				
• Elementary	• \$0	• \$0	• \$65	• \$130
• Junior High	• \$0	• \$0	• \$90	• \$180
• High School	• \$0	• \$0	• \$90	• \$180
<b><u>Classroom (Each)</u></b> <i>Stage is considered a classroom</i>				
• Elementary	• \$0	• \$0	• \$20	• \$40
• Junior High	• \$0	• \$0	• \$20	• \$40
• High School	• \$0	• \$0	• \$20	• \$40
<b><u>Field</u></b>				
• Elementary	• \$0	• \$10	• \$20	• \$30
• Junior High	• \$0	• \$10	• \$20	• \$30
• High School	• \$0	• \$10	• \$20	• \$30
<b><u>Cafeteria</u></b> <i>No Use of the Kitchen</i>				
• Junior High	• \$0	• \$0	• \$45	• \$90
• High School	• \$0	• \$0	• \$45	• \$90
<b><u>Personnel</u></b> <i>Rate is Per Person</i>				
• Supervisor	• \$0	• \$30	• \$30	• \$30
• Maintenance	• \$0	• \$30	• \$30	• \$30



## Facility Use Agreement Form

### **1. Usage of Providence Hall Charter School (PHCS) Facility or Property (Facility)**

- 1.1. PHCS may, at the discretion of the Executive Director or his/her designee (PHCS Rep), allow the use of or rent a Facility to outside parties (Renter) for a program, event, or other such activity (Event).
- 1.2. No Event shall interfere or conflict with PHCS educational programs.

### **2. Prohibited in/on Facilities**

- 2.1. Activities that pose a threat to life and/or property
- 2.2. Firearms (except those legally-allowed by law), dangerous weapons, highly combustible items, hazardous substances that are not used in the ordinary course of PHCS operations
- 2.3. Open flames of any kind including candles, fireworks, cigarettes, cigars, pipes, or other smoking device and/or product, or any other potentially dangerous objects
- 2.4. The possession or use of alcohol, tobacco, and narcotics within 1,000 feet of Facilities
- 2.5. Any illegal activities or substances
- 2.6. Activities not specifically listed as "Exclusions" to PHCS' insurance policies, or other activities determined by the Board of Trustees (Board)

### **3. Restrictions**

- 3.1. No Event use shall be granted to any Renter in such a manner as to constitute a monopoly for the benefit of an organization or individual.
- 3.2. No privilege of using any Facility for an Event shall be granted for a period of time exceeding one year to any Renter.
- 3.3. The use of any Facility to any one religious organization may not exceed five (5) separate or consecutive calendar days, or portions thereof, in any fiscal year, unless special approval has been granted by the Executive Director or PHCS Rep.
- 3.4. PHCS laboratory facilities, computer labs, technology labs, shops, media centers, music labs, science labs, art labs, and any other areas as determined by the Executive Director or PHCS Rep, based on cost and safety liability factors, are non-rentable areas without prior approval, and if approved will require additional rental fees and security deposits.

### **4. Supervision**

- 4.1. A designated PHCS employee may be required to be present during the Renter's Event and if so the Renter is charged the rate stated in the **Facility Use Fee Schedule**. The PHCS Employee is responsible for:
  - 4.1.1. Providing general oversight of the Facility and answering Renter questions.
  - 4.1.2. Securing the Facility at the conclusion of the Event.
  - 4.1.3. Reporting any Renter/Event violations to the Executive Director or PHCS Rep.
- 4.2. The Renter must provide two (2) adult supervisors (minimum age 21) to remain at the Facility throughout the entirety of the Event. Depending on the size/make-up of the Renter's group, the location of the Event, and the type of Event, the Renter may be required to provide additional adult supervisors. The Renter adult supervisors are responsible for:
  - 4.2.1. Ensuring all rules, regulations, guidelines, and laws are adhered to by Event attendees.
  - 4.2.2. Making sure portions/areas of the Facility are not used/accessed in any way.
  - 4.2.3. Fully vacating the Facility as scheduled.
  - 4.2.4. Overseeing the cleaning of the Facility at the end of the Event.
- 4.3. PHCS is not responsible for crowd control or any criminal activity that takes place during the Event.

### **5. PHCS Personnel Fees, Security Deposit & Other Assessed Costs**

- 5.1. **PHCS Personnel Fees** - Depending on the size/make-up of the Renter's group, the location of the Event, and the type of Event, at the discretion of PHCS, an hourly rate may be added to fees for additional PHCS Employee(s) to be present at the Event (front office secretary, additional maintenance staff, etc.).



- 5.2. **Security Deposit** - At the discretion of PHCS, the Renter may be charged a refundable security deposit of up to \$500.00. PHCS shall determine the amount of the security deposit based on the size of the Renter's group, the location of the Event, and the type of Event.
- 5.2.1. Security deposits shall be paid by the Renter at the time the Event is scheduled and deposited by PHCS at that time (not held until the end of the rental period).
- 5.2.2. Following the rental period, PHCS shall inspect the Facility used by the Renter used for damage and/or excess mess requiring extra cleanup materials/ time.
- 5.2.3. Any custodial clean up beyond and normal wear and tear will be billed at one and half time the regular rate.
- 5.2.4. Extra charges as determined by PHCS will be deducted from the security deposit and the remaining amount shall be refunded to the Renter in the form of a check. PHCS will determine whether the full deposit should be refunded.
- 5.2.5. Should there be no extra charges assessed, the full security deposit amount shall be refunded to the Renter in the form of a check.
- 5.3. **Other Assessed Costs** - PHCS reserves the right to assess additional damage costs, maintenance costs, and/or clean-up costs for the replacement, repair, and/or clean-up cost for any loss, damage, and/or condition resulting from any wear and tear above normally expected.
6. **Other Regulations**
- 6.1. The Event start/end time must be inclusive of any set up/take down needed by the Renter.
- 6.2. The Event must terminate by 10:30pm unless special permission is secured in advance from the Executive Director or PHCS Rep in writing prior to the date of the Event or unless stated in the **Facility Use Agreement Form**.
- 6.3. No storage is available at the Facility, and belongings/property of the Renter or Event attendees must be removed from the Facility at the end of the Event.
- 6.4. The Facility must be in the same cleanliness and maintenance condition at the end of the Event as it was prior to the Event, as determined by PHCS.
- 6.5. Renters may not remove, displace, disface, or in any way alter any PHCS property (e.g., furniture, fixtures, lights, thermostats, wall hangings, decorative items) except under the direct supervision of the PHCS Employee.
- 6.6. PHCS reserves the right at its sole discretion to cancel the **Facility Use Agreement Form** at any time with or without cause.
- 6.7. PHCS assumes no liability for personal injury or property damage.

*By signing below, I, the Renter named below, affirm the rules, regulations, and guidelines for the use of PHCS facilities have been provided to me as found in this Facility Use Agreement Form, and I further attest I have read, understand, and agree to all the conditions outlined herein.*

*Furthermore, I agree to pay the final total renter amount in full by the due date once it is determined by PHCS as shown in the 3rd-Party Facility Use Application for Permit for PHCS School Facilities, and understand that I cannot begin to use the agreed upon facilities until any required security deposit is paid in full by the due date once it is determined by PHCS as shown in the 3rd-Party Facility Use Application for Permit for PHCS School Facilities. Additionally, I understand that PHCS reserves the right to assess additional damage costs, maintenance costs, and/or clean-up costs for the replacement, repair, and/or clean-up cost for any loss, damage, and/or condition resulting from any wear and tear above normally expected from use of any facility.*

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Full Name of Renter or Organization/Institution Representative

(must be 21 or older)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Renter or Organization/Institution Representative

\_\_\_\_\_  
Renter or Organization/Institution



## Facility Use Indemnity Agreement

### Indemnity

I, the undersigned, on behalf of myself and my organization/group/company, undertake and agree to indemnify, hold harmless and at the option of Providence Hall Charter School (PHCS), defend PHCS 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 or nature whatsoever, for death, bodily injury or personal injury to any of my or my organization's/group's/company's/persons, employees, agents, and volunteers, or damage or 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 PHCS 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 PHCS' facilities and property except for the sole negligence of PHCS, or its Board, officers, agents, representatives or employees.

### Insurance

I shall furnish evidence of the following coverage to PHCS prior to the commencement of the utilization of the facilities and/or property. General Liability Insurance: evidence 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) each occurrence and two million dollar (\$2,000,000) general aggregate limit. Evidence of requested insurance should clearly show Providence Hall Charter School (4557 W Patriot Ridge Drive, Herriman, UT 84096) as the certificate holder and as an additional named insured.

### Signature

I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language, and I and my organization/group/company specifically understand and intend it to cover any and all use of the PHCS' facilities and property by employees, volunteers, patrons, residents, and all others authorized by me or my organization/group/company.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Full Name of Renter or Organization/Institution Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Renter or Organization/Institution Representative

\_\_\_\_\_  
Renter or Organization/Institution