

# Morgan School District Facility Usage Permit

Updated June 23, 2020

*It is the desire of the Morgan School District Board of Education to make school facilities available for community use. School functions have priority over other requests. Approvals cannot be granted for meetings which may be in any way prejudicial to the best interest of the school district. Principals may close their buildings for 30 days during the summer months for renovation, cleaning, and maintenance.*

Name of Permittee: _____	Date of Application: _____
Address: _____	Phone/Cell #: _____
Email Address: _____	Fax #: _____

Date(s) of event: \_\_\_\_\_ Start/Stop Time \_\_\_\_\_ Facility:  MHS  MMS  MES  MGES  MGMS  TCC

Equipment Requested (if available):  Sound/Lights  Audio/Visual Equipment  Internet  Piano  
 Tables  
 Chairs  Whiteboard  Podium  Other \_\_\_\_\_.

There may be an additional fee for equipment usage, principal's discretion. It is the responsibility of the user to locate, set up, take down, and return any additional tables and chairs.

- I. Class I** Examples: MSD Groups, PTSO, 4-H, Boosters, or fund raisers (where all proceeds go to the school or district), Morgan Education Foundation, non-profit community fine arts/education groups, boys and girl scouts.
- II. Class II** Examples: Family groups, wedding receptions, class reunions, civic groups, state tax supported organizations, Morgan Recreation Board Teams, local club and competition teams (non-profit with at least 75% of participants residing in Morgan County).
- III. Class III** Examples: Any individual or group making a profit (even if some proceeds are donated back to the school), music/dance recitals/reviews, private lessons, professional charities, athletic camps, non-local clubs and competition teams (membership less than 75% of participants residing in Morgan County).

**Comp/Club Teams** are defined as any non-profit or for-profit competition team that is not affiliated with Morgan School District or Morgan County Recreation.

**Local Comp/Club Team** is defined as a comp/club team that consists of at least 75% of players who reside within the Morgan School District boundaries.

**Non-Local Comp/Club Team** is defined as a comp/club team that does not have at least 75% of players who reside within the Morgan School District boundaries.

**Local Comp/Club Teams** shall be classified as a Class II, but it is recommended that the fee for Class II to use the turf be increased from \$25/hr to \$50/hr.

**Non-Local Comp/Club Teams** shall be classified as a Class III, and it is recommended that there be no change to the fee for Class III to use the turf

Location Per Facility	Class I Per Hour	HOURS	Class II Per Hour	HOURS	Class III Per Hour	Hours
MHS Auditorium	None		\$25.00		\$75.00	
Band/Choir/Classroom	None		\$15.00		\$50.00	
Cafeteria or Commons	None		\$15.00		\$50.00	
Gyms/Courts	None		\$25.00		\$75.00	
MHS Wrestling Room	None		\$15.00		\$50.00	
Media Center	None		\$20.00		\$50.00	
Fields/Playgrounds	None		\$25.00		\$50.00	
MHS Tennis Complex	None		\$25.00		\$50.00	
MHS Stadium	None		\$50.00		\$200.00	
Trojan Center (track, turf)	None		\$25.00		\$100.00	
Wilkinson Complex (per field)	None		\$25.00		\$50.00	
Technicians	\$25.00		\$25.00		\$25.00	
Student Technicians	\$10.00		\$10.00		\$10.00	
<b>REQUIRED:</b>						
Supervision of Trojan Center Other facilities TBD by administrator	By employee or advisor		TBD by building administrator		\$25.00	
Open/Lock Up Facility	None		\$25 after hours or Saturday		\$25 after hours or Saturday	
SECURITY DEPOSIT (refundable if area is cleaned and put back).	None		\$100		\$100	
Certificate of Insurance	None		None		REQUIRED	
Equipment Charges	None		Principal's Discretion		Principal's Discretion	
	TOTAL		TOTAL		TOTAL	

**Documents and Fees**

- \_\_\_\_\_ Signed Facilities Usage Application Form
- \_\_\_\_\_ Signed MSD General Regulations Form
- \_\_\_\_\_ Signed MSD Indemnity Agreement Form
- \_\_\_\_\_ Certificate of Insurance (if required)

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

\_\_\_\_\_ Date

Total Paid: \_\_\_\_\_ Received By: \_\_\_\_\_

Cash     Check # \_\_\_\_\_

## Morgan County School District Facility Use General Regulations

The Morgan County School District reserves the right to refuse rental or use of district facilities and equipment at its discretion.

1. The request for district facilities shall not interfere or conflict with the district uses.
2. The use of alcohol, tobacco, or illegal drugs in any form will not be permitted in district facilities or on district property.
3. All fees (including security deposit if applicable) must be submitted with the application. Payments must be made no less than ten (10) business days prior to rental. If additional charges are levied by the school or district, they are due within 10 days of being invoiced.
4. All rental time shall be computed from the time of requested opening to closing of the doors. Closing time shall be the time when all persons associated with the rental have left the building.
5. It is agreed and understood that the permittee and all persons attending the function shall confine themselves to the area and district facilities specified in the Building Rental Agreement Permit. All Building Rental Agreement Permits are for specific facilities and hours. It is the responsibility of the permittee to see that unauthorized portions of the properties are not used and the premises are vacated as scheduled.
6. Permittee must provide sufficient supervision and these individuals will be on the premises during the entire rental period. These supervisors shall be responsible to see that all building rental rules, regulations and laws are adhered to by participants and those attending; any violations will be reported to the building supervisor. All costs for adequate supervision shall be the responsibility of the permittee. This shall include proper police and fire protection where necessary.
7. If the event is large in size, extra district personnel may be assigned and an hourly rate may be added to fees at the discretion of the principal or principal's designee.
8. A representative of the school district herein referred to as the building supervisor, assigned by the principal or principal's designee, paid or volunteer, to supervise events must be present in the facility during the permitted event.
9. Additional fees may be levied equal to the actual replacement, repair, or cleanup cost for any loss, damage, or condition resulting from any activity above normal wear and tear. Any custodial cleanup above normal wear and tear may be billed at one and a half times the regular rate.
10. 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 Morgan County School District shall be complied with fully and strictly by lessee and by all persons attending the function. Whenever the rules and regulations have been violated, the school may revoke the permit to use the facilities and refuse to consider future Building Rental Agreement/Permits.
11. PROOF OF INSURANCE (when required) in the form of a *Certificate of Insurance* will be provided. All commercial entities are required to provide a Certificate of Insurance. Neither the district nor the school assumes liability for personal injury or property damage from commercial events. Groups or individuals work directly with an insurance provider to obtain a Certificate of Insurance. Because of action by the Utah Legislature, additional liability and property damage insurance policies are not required for non-commercial events. When building use is requested for these types of activities, the following guidelines will apply: The user will be required to complete the Morgan District Facilities Usage Permit Form, the General Regulations form and MSD Indemnity Agreement and must comply with all provisions, except that the user will not be required to provide proof of liability and property damage insurance coverage.

12. Immediate notification will be given to the building supervisor of any conduct or circumstances which bring about an injury to persons or property, describing the injury or damage to property, stating the time and place the injury or damage occurred, and stating the names of all persons involved.
13. Persons or organizations using district facilities, including a stage or stage equipment, shall not remove or displace furniture or apparatus including lights, curtains, ceiling balance, counter weights system or switchboard except when under the direct supervision of the designated school employee. When the stage is to be used, full details of equipment and personnel needed must be furnished with the applications.
14. Food and beverages are allowed only in designated areas. Food and beverages **are not** allowed in classrooms, auditoriums, libraries, computer labs, music rooms or the Trojan Century Center.
15. Decorations or applications of materials to walls or floors will not be allowed without special permission of the building principal. Products containing glitter are not allowed. Uses of water features are not allowed.
16. Applicants will leave chairs, tables, and other equipment in exactly the same position in which they were found. Furthermore, applicants are required to remove, at their expense, furnishings or garbage left after the use of the school facility.
17. All functions shall close by 10:00 p.m. unless special permission is secured in advance from the principal or designee.
18. The permit holder and those working with the function must familiarize themselves with the fire exits and location of fire extinguishers. Exits must not be blocked. Chairs and tables should not exceed the limits of the space and should not be placed in aisles or doorways. If extension cords are used, they must not pose a safety hazard that would cause someone to trip or fall.
19. This agreement may not be changed but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
20. Charitable organizations may ask the principal, superintendent or the board of education for a waiver, reduction in fees, or sponsorship.
21. Principals may close their buildings for a period not to exceed 30 days during the summer months for renovation

*I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language of this agreement.*

\_\_\_\_\_  
Permittee's Lessee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date

## MORGAN COUNTY SCHOOL DISTRICT INDEMNITY AGREEMENT

I, the undersigned, on behalf of myself and my organization/group/company, understand that we, the permittee and all of permittee's officers, directors, employees and associates, agree to assume full and complete responsibility and liability for any meeting, function or activity conducted on the Morgan County School District facilities pursuant to this Facility Use Permit and that the Board of Education of the Morgan County School District, and its members, officers, employees and agents, assume no liability arising out of the rental or use of the district facilities by lessee or by the parties for whom this Facility Use Application 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.

We further understand that we, the permittee and all of permittee's officers, directors, employees and associates, undertake and agree to **indemnify and hold the Board of Education of the Morgan County School District, together with its officers, directors, employees, representatives and agents, FREE AND HARMLESS FROM 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 Morgan County School District), and at the option of the Morgan County School District defend the district 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, for death, bodily injury or personal injury to any of my or my group's employees, agents, and volunteers, or damage of 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 district 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 the district's facilities and property.

General Liability Insurance: proof 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} general aggregate limit. Proof of required insurance must clearly show the district as the insured party or as an additional insured on the Certificate.

### **Insurance**

- I shall furnish proof of the following coverage to the district prior to the commencement of the utilization of the facilities and/or property.
- I am not required to provide insurance coverage due to the nature of my activity as set forth specifically in 11A of the MSD Facility Usage General Regulations but still agree to all terms aforementioned in this agreement.

### **Signature**

*I, for and on behalf of my organization/group/company, have carefully read and understand the contents of the foregoing language of this agreement.*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
Principal's Signature

\_\_\_\_\_  
Date