

Emery County School District



Policy: KFB-E4—Emery County Recreation Building and Facilities Use Agreement

Date Adopted: 2 March 2005
Current Review / Revision: 2 March 2005

The Emery County School District supports and encourages the responsible use of its buildings and facilities by the citizens of Emery County. The School District also recognizes that County Recreation Programs provide a needed service to both the youth and adults and that School District buildings and facilities are vital to the success of those recreation programs. The School District also recognizes the responsibility it has to protect and care for the buildings and facilities within its jurisdiction.

The Emery County School District agrees to allow the Emery County Recreation Program to schedule and use its buildings and facilities, with restrictions as noted in this agreement, and to waive normal rental fees. However, the District may negotiate rental agreements with the County Recreation Program for special events, or events which are not part of the regular County Recreation ongoing program. Such rental agreements would only be calculated to cover the costs related to the utilities and maintenance related to these events. Authorization to use School District facilities may be revoked by the District at any time this agreement is violated.

In signing this agreement the Emery County Recreation Program Officers and Administration agree to all terms and conditions set forth as established by the Emery County School District and the Schools involved

Agreement, Restrictions, and Limitations

1. County Recreation assumes all liability relating to its use of School District facilities. The Emery County School District will not provide insurance coverage for non-school related events. Proof of liability insurance will be required from County Recreation prior to scheduled events. The School District is not responsible for crowd control or any criminal activity that takes place during County recreation building and/or facilities use.
2. County Recreation shall provide adequate adult supervision at all of its sponsored events to maintain proper order and control of both participants and spectators. It is the responsibility of County Recreation to see that unauthorized portions of the building or facilities are not used and that the premises are vacated as scheduled.
3. County Recreation shall be responsible for enforcing the rules and regulations set by the Emery County School District, its schools, and all laws established by the State of Utah for public school buildings and related facilities.
4. County Recreation shall be responsible for any and all damage done to School District buildings, its furnishings and equipment, and other facilities as a result of the event being sponsored. Costs for repair and/or replacement of damaged equipment or facilities will be billed to the County Recreation. County Recreation agrees to pay for such damages and replacement and any attorney fees or court costs associated with the recovery of such charges, should it be necessary.
5. County Recreation, and those individuals supervising the event, are directly responsible for the proper conduct of those involved with the event.
 - a. Pursuant to Utah Law, the use of tobacco, drugs, or alcohol on school property is strictly forbidden.
 - b. Foul and abusive language, rowdiness, and other inappropriate behavior on the part of those involved as participants or as spectators cannot be tolerated.

- c. Food and drink are to be kept out of areas marked for such restriction. (gymnasiums, auditoriums, carpeted areas, etc.)
6. Permission to make any adjustments to any District buildings or facilities must have the prior approval of the Superintendent and building principal and may require the permission of the board of Education if adjustments require any major alterations. Any or all adjustments to any facilities must be repaired to the satisfaction of the School District. Permission to bring outside equipment and/or properties into any building must have prior approval of the building principal. Any equipment or properties brought into the buildings from outside must be immediately removed following the event. The Emery County School District and its schools shall not be responsible for damage incurred to such equipment and/or property. Use of School District or local school equipment must be arranged in advance of scheduled events.
7. County Recreation will provide a sufficient numbers of individuals to stay after each event to clean up or contract with the School District for custodial services for clean-up work. If the school is required to clean up after any event, County Recreation may be billed for this service.
8. County Recreation events shall close by 10:00 p.m., unless special permission is secured in advance from the building principal.
9. Pyrotechnics and open flames are not allowed in School District facilities unless the following conditions are met:
 - a. Pyrotechnic devices may be used if the sponsor's assume all liability and if all requirements of the State Fire Marshall and the local fire department have been met.
 - b. Open flame may be used only if written permission of the local fire department is obtained, if all requirements of the State Fire Marshall are met, and if two fire extinguishers and two fire extinguisher operators are in attendance at the activity on either side of the area being used.
 - c. All fire and safety ordinances must be observed.
10. Attempts will be made to avoid conflicts in scheduling District buildings and facilities. However, when conflicts do occur, or when it is necessary to schedule a school or district event after a county recreation event is already scheduled, school activities take precedence over all other events.
11. School buildings and facilities shall not be used for purposes considered competitive with private industry or business except when used by non-profit organizations for community purposes.
12. County Recreation shall be strictly bound by any other Emery County School District and/or local school policies and procedures related to use of School District facilities.
13. County Recreation agrees to work with the School District, where feasible, to assist in defraying the costs of utilities related to use of District buildings and facilities for events sponsored under the County Recreation Program.

Agreement for use of Spartan Center, Emery High School Football Field, Softball, Baseball and Wrestling Facilities:

1. County Recreation football games may be played on the high school field.
2. There will be no use of concession stands by County Recreation programs.
3. Softball and baseball fields may be used by County Recreation when not in use by Emery High School. County Recreation will replace the bases on the fields used every other year.
4. Jr. Jazz will be scheduled into the old gym at Emery High School. County Recreation will be required to clean up after each use. Jr. Jazz will be allowed one play-off night in the Spartan Center. This night must be scheduled

when there is a custodian on duty; otherwise, County Recreation will pay for a custodian to be on duty at the custodial time-and-a-half pay rate. County recreation will be required to clean up the Spartan Center after each use. Six (6) adults will be required for supervision of the upstairs and downstairs during use.

5. Jr. Wrestling may use the wrestling room when not being used by Emery High School. County Recreation will provide clean-up and supervision during and after each use. Jr. Wrestling participants are to remain in the wrestling area and are not allowed upstairs in the Spartan Center.

Use of high school auditoriums by County Recreation groups shall be negotiated separately with the high school administration and shall be consistent with rules and guidelines established for the use of such facilities.

County Recreation hereby agrees to the conditions and terms of this agreement. By signing this agreement, County Recreation also agrees to indemnify the School District for any damage to school property by any person or persons attending the activities and also to hold the Emery County School District harmless for all responsibility for any damage, injury, loss of personal property or injury to persons as a result of the use of District buildings and facilities being granted.

County Recreation Authorized Signature: _____

Date: _____