

Facility Use Policy



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OUR MISSION

Aspen View Academy will succeed through academic excellence in a challenging and stimulating learning environment that emphasizes math, technology and language arts, enabling our students to become critical thinkers, responsible citizens, strong community members and future leaders.

OUR VISION

We recognize that an education is incomplete without fostering the arts, sports, nature, and character. Together, with our students, faculty, parents and community, we will develop civic and personal responsibility, intellectual passion and differentiated instruction in a safe, orderly, balanced and nurturing environment.

1 GENERAL POSITION ON FACILITY USE

Aspen View Academy (AVA) encourages and supports the fair and equal use of the AVA facility for non-school sponsored activities. The rooms within the facility available for rental use are the cafeteria, gymnasium and library (“rental rooms”). Classrooms are available for rent on a limited basis, and subject to Business Manager or Principal approval. The use of AVA rental rooms is subject to this policy and shall be processed by AVA on a first-come, first- served basis contingent upon room availability, immediate payment, requested use, and when appropriate, staffing requirements. AVA expects that any user of its facility will respect and take care of the building and furnishings within the building.

2 FACILITY RENTAL CONTRACT

AVA school sponsored & AVA extracurricular events shall have priority over all other events. No facility usage is guaranteed until a Facility Rental Contract has been completed and approved by AVA and the rental payment plus the security deposit has been paid in full. Once signed by an AVA representative, the Facility Rental Contract will also act as the reservation confirmation. Submitting the signed Facility Rental Contract and the rental payment plus security deposit indicates that you agree to all of the provisions of the Facilities Use Policy.

Process

AVA will review Activity/Facility Rental Contracts three times per year:

- June 1 for Trimester 1
- October 1 for Trimester 2
- February 1 for Trimester 3

Please see School Calendar on the AVA website under Quick Links for upcoming trimester dates. Any requests must be submitted to AVA before the deadline to be considered for approval.

Payment

Payment must be made at the time of application, including the security deposit. The Renter is not required to book more than one date at a time; however, if the Renter is interested in using a specific day of the week or time for a duration longer than a single date, AVA cannot guarantee availability unless the Renter reserves all of those times in advance. Payment will be collected each trimester.

Cancellations

If a Renter must cancel the Rental Event, a written notification of cancellation (email is acceptable) must be received by AVA at least ten (10) working days prior to the start date of the Rental Event in order to avoid any financial obligation. Cancellations after that time may not be eligible for a full Rate Fee refund (10% will be subtracted for every day past 10 days up to 100% of the total Rate Fee), subject to AVA's discretion.

If AVA cancels a previously approved activity for any reason (including inclement weather), the Renter will be reimbursed or credited.

3 GROUP CLASSIFICATIONS AND RATES

AVA rental rates are determined and approved by the AVA Board of Directors. Rental rates are subject to change at any time at the discretion of the Board of Directors. At this time, the AVA facility will be available only to AVA Affiliated Groups.

Group 1: AVA Programmed Group

An AVA Programmed Group are groups/events that are part of AVA's education programming:

- Regular curricular programs of the school
- School-sponsored activities
- School-sanctioned athletic and activity events
- School-affiliated organizations whose use is approved by the school principal and where no fees are assessed nor donations requested of participants
- National, state, and local governmental elections.
- School-requested and staff development approved in-service or staff development
- Such use by school employee groups as may be provided for within specific personnel policies (e.g., technology classes)

Group 2: Affiliated Group

An Affiliated Group is any non-profit business, club or organization with 75% or more confirmed AVA student members in the group.

FACILITY FEE SCHEDULE

AVA's Facility will be rented for no less than 1 hour at a time. Renters may request 30 minute increments on the Facility Rental Contract, which will be billed at 50% of the hourly rate for that space.

AVA-Programmed: *No Charge. However, all groups that use AVA facilities, must complete Facility Rental Contract and abide by the Facility Use Policy.*

Affiliated Group rental rates:

Gym Rate:	\$30.00/hr
Cafeteria:	\$20.00/hr
Library:	\$20.00/hr
Classrooms/Other Facility Rooms:	\$15/hr/classroom
Field Rate:	\$35.00/hr

Personnel Fees:

Custodial (outside of normal hours): \$30/hr
On-site manager (if necessary): \$20/hr

The Principal is authorized to evaluate special circumstances to vary from the Facility Fee Schedule on a case-by-case basis considering AVA's mission, vision and goals.

Snow removal from parking areas and sidewalks cannot be guaranteed for non-school sponsored activities. Time permitting, snow removal can be arranged through Business Manager at the renter's expense.

AVA's facility use follows DCSD inclement weather decisions. The Principal has final authority on campus closure decisions.

4 RENTER QUALIFICATIONS

Proof of Insurance

All groups who rent at AVA MUST provide a current Certificate of Insurance with AVA named as "additional insured" on the certificate

Background Checks

All individuals who rent at AVA to teach to or lead AVA students in the rental activity on a regular basis MUST get fingerprinted at the sheriff's department at their own expense and undergo an official background check through the Colorado Bureau of Investigation required for Colorado public schools which will be processed through AVA. AVA will accept copies of current background checks from other organizations that are comparable to or stronger than the standard outlined above.

Additionally, during school Office Hours, prior to the activity, the Renter MUST bring their driver's license with them and present it to the front office for a driver's license scan as part of the standard security procedure for all AVA visitors.

Proof of Non-Profit

All groups who wish to claim non-profit status, and therefore qualify for the AVA Affiliated Group non-profit rental rates must provide documentation to verify legal non-profit status (501c3 or Form 990).

5 DAMAGES

AVA reserves the right to cancel any event judged as potentially dangerous or damaging, or to cause more than a reasonable disturbance, to the rental rooms or other rooms affected by the rental rooms in the Facility.

Security Deposits and Damages

For Facility Rental arrangements that are not ongoing (as determined by AVA's administration), a security deposit check is required. This check will be held and shredded if no damages occur. As part of the rental agreement for ongoing facility use (whose use is scheduled to reoccur over the rental period which AVA's administration has approved) the renter agrees to pay all damages in full. If damages are not paid in full, that group forfeits the right to use the facility. For security deposit amount, please reference the Facility Rental Contract on AVA's website.

Damage of any kind to any item or space in a rental room must be reported within 24 hours to the AVA Business Manager. In the event of any damages to a rental room, the group renting in that room will be responsible for payment of those damages. If the amount of the damages is less than the amount of the security deposit, then the damages will be paid for with the security deposit and the Renter will be required to submit another security deposit in order to continue with the rental. However, if the amount of the damages exceeds the amount of the security deposit, the Renter will be responsible for payment of the difference between those charges and the security deposit amount and will be billed accordingly.

The person whose signature is on the Facility Rental Contract will be held responsible for payment. Until such payment is made in full, the rental contract may be suspended, and related activities cancelled. AVA reserves the right to cancel any rental contract with any group as a result of damages, and to withdraw consideration for future use. If AVA cancels the rental contract as a result of damages or other Renter issues, no refund will be issued for the rental.

Facility Security and Safety

AVA has a sophisticated security system using coded badges and card readers, as well as manual keys. When an event has been scheduled, the lock system will be automatically programmed to accommodate the scheduled event timing.

Event Supervisor

Every rental group must have a designated Event Supervisor. Once the rental contract has been signed and full payment has been made, the Event Supervisor will be responsible for communicating and coordinating with the AVA Business Manager to coordinate facility use and access, as well as to learn of any rules specific to the room they will be renting.

The Event Supervisor is also responsible for the following:

- **Planning Ahead**

Most Rental Events at the school take place outside of school and office hours (Office Hours: Monday – Friday, 7:30 am – 4:00 pm per the AVA School Calendar). The AVA Business Manager is therefore off-site during most Rental Events. For this reason, Renters should plan ahead and communicate with the Business Manager prior to the first date of their Rental Event about how to access the building when they arrive (door lock schedules and key cards) and school rules they and any other people attending the Rental Event must follow. Unless there is an emergency, if a Renter requires the Facility Director (or designee) to come to the school to assist the Renter during the Rental Event, an additional charge of \$50.00 may be charged to the Renter for each instance.

- **Emergency Notification**

Accidents and emergencies can happen during a Rental Event. In the event of an emergency, please dial 911, and immediately notify the AVA Business Manager (or designee). Notification needs to occur as quickly as reasonably possible, at any time before, during or after a Rental Event there is an emergency at the building, even if the emergency does not involve AVA students or staff.

- **Building Secured**

Doors to areas not rented and doors to the exterior of the building are never to be propped open at any time for any reason before, during or after the Rental Event. If a door is found propped open before, during or after a rental event, an additional charge of \$200.00 will be charged to the Renter for each instance. Additionally, the Event Supervisor will be responsible for making sure that all members of the group or audience have left the building after the event and that the building is locked when they leave. If the facility is left unlocked, including instances where a door to the exterior has been propped open so that the lock cannot engage, an additional \$500.00 will be charged to the Renter for each instance.

- **Room Clean**

The rental room must be left in the condition in which it was found. This includes, but is not limited to, replacing any tables or chairs or other furniture moved for the Renter's purpose, as well as picking up any garbage and cleaning up any messes. If, upon inspection by the Business Manager, the room is found to be in less than good condition after the rental event, an additional \$75.00 will be charged to the Renter for each instance.

- **Lights Off**

Lights inside the Rental Room must be turned out by the Renter at the end of the Rental Event. If lights are found left on all night, an additional \$75.00 will be charged to the Renter for each instance.

- **Key Cards Returned**

If a key card has been issued to the Renter for access to the AVA building during the rental event, the Renter is required to return that key card within 48 hours of the last day of the rental event. Failure to return the key card will result in an additional \$200.00 charge to the Renter for each key and/or badge.

If the Renter loses a key card during the rental event, the Event Supervisor must notify the Business Manager ***immediately*** and a new card may or may not be issued at the discretion of the Business Manager. Failure to notify the Business Manager within 24 hours of losing a key card will result in an additional \$200.00 charged to the Renter.

6 PARKING

AVA reserves the right to determine adequate parking circumstances for all events and to add the cost associated with the use of parking, if any, to the contract. AVA has a limited parking area and can only accommodate a finite number of cars. For larger events involving more than available, the Renter is expected to make arrangements for additional parking elsewhere. Renters and visitors shall not park in undesignated spots, in the fire lane, or anywhere outside of designated parking spots.

7 EQUIPMENT, SUPPLIES, FOOD

Once a Facility Rental Contract has been signed, AVA can arrange, with advanced notice, for specialized services such as audio-visual or gym equipment (an extra charge may apply). AVA does not supply food or drink. If brought by the Renter, food may only be served in the cafeteria. At no time is food allowed in the gym or the front lobby area. Only water is allowed in the gym, library & classrooms. Drinks other than water must be served in the cafeteria. If food is taken into the gym, library or classrooms at any time during the rental period a fine of \$75.00 per instance will apply.

8 DECORATIONS & SIGNAGE

Individuals/organizations using AVA property and facilities shall not affix any kind of decoration or signage to any part of the facility or grounds without permission from AVA.

9 SET UP AND CLEAN-UP

Individuals/organizations using AVA property and facilities need to make every reasonable effort to leave the rental room in the condition in which they found it. Rental time must include set up and clean-up. Any items that will be attached or hung to any school property (included but not limited to walls, fixtures, doors, windows, floors, or ceiling) must receive prior approval by the Business Manager.

10 LAWS & ORDINANCES

Individuals and organizations using AVA property and facilities shall conform to all state, county and Douglas County School District rules, regulations and ordinances including, but not limited to, those pertaining to fire, health and safety.

In addition:

- Alcoholic beverages, marijuana and illegal drugs in any form are not permitted on AVA property.
- Smoking and tobacco products in any form are prohibited
- No weapons of any kind are permitted on AVA property. Weapons include bladed weapons, bee-bee, pellets, replica or paint guns
- Regular exit doors, walkways and access to fire extinguishers shall not be blocked at any time. Doors leading to the exterior of the building must never be propped open.
- Facility capacity (room capacity) ratings shall be followed.
- Consumption of food and beverage restrictions in designated rooms shall be followed.
- All meetings and events shall be open to AVA Staff, AVA Board of Directors or their designated representatives.

11 OBJECTIONABLE CONDUCT

AVA reserves the right to eject any individual whose conduct is disorderly or disruptive including, but not limited to, one or more of the following ways:

- Intoxication
- Use of abusive, indecent, profane or vulgar language
- Making offensive gestures or displays
- Abusing or threatening another in an obviously offensive manner
- Making unreasonably loud noises
- Fighting with another person
- Vandalism

12 ADDITIONAL RULES

Rules and Timing for Afternoon Carpool

In order to safely and efficiently move a large number of students and cars in and out of AVA at the beginning and end of each school day, AVA runs a carpool line for approximately 30 – 40 minutes. The following rules have been developed for the safety of all who arrive at the school during these carpool times, including Renters.

1. PRIOR TO 3:30pm; Renters and their guests arriving for after-school rental activities at AVA prior to 3:30pm may drive straight to the school's parking lot. Please let the carpool attendants know that you need to park and head into the building.
2. BETWEEN 3:30 PM – 3:45pm: Renters and their guests arriving between 3:30pm – 3:45 pm must enter the school off Low Meadow from Fiddle Drive, MUST get into the carpool line with the rest of the cars and go through carpool to get to the parking lot. Renters and their guests should never attempt to go around the carpool line.
3. BETWEEN 3:45pm – 4:00pm: If arriving after 3:45pm, Renters and their guests will find that the AVA carpool will be concluding, however cars may still

be moving through the designated carpool routes within the AVA parking lots and the roads leading up to them. Renters and their guests should not try to drive around the carpool line. Renters and their guests should always respect the directions of the carpool attendants and follow instructions to get through carpool safely and without disrupting the flow of the carpool process.

4. Because violation of these rules constitutes an enormous safety risk for the large number of AVA families who drive to and from the building every day, AVA reserves the right to terminate any Facility Rental Contract for disobedience of these rules, subject to the discretion of the Principal

Rules for Gym, Classroom & Library Use

- **Food and Beverages:** There shall be no beverages except water and no food allowed at any time in the gym, classroom or library. Any food and/or drinks other than water must be kept in the cafeteria or in the hallway(s) outside the gym, library or classroom.
- **Time Limit:** Any group renting a room may only do so for the time period specified by the Facility Rental Contract and approved through Business Manager. Classroom curfew is 5:00pm. The gym & library curfew is 9:00 pm. All rented meetings and events must be finished, and attendees vacated, by 9:00 pm.
- **Shoes:** Spectators and players must wear basketball, running, or tennis shoes on the gym floor. No hard-soled shoes are allowed on the gym floor at any time.

Rules for Cafeteria Use

- **Food and Beverages:** *Food and beverages are allowed in the cafeteria, with the exception of alcoholic beverages. Because AVA has no kitchen, the Renter may arrange for outside food and beverage service. No food or beverage is allowed in the gym or front lobby at any time.*
- **Time Limit:** *Any group renting the cafeteria may only do so for the time period specified by the Facility Rental Contract and approved through Business Manager. The cafeteria curfew is 9:00 pm. All rented meetings and events must be finished, and attendees vacated, by 9:00 pm.*

13 GUIDELINES FOR APPEAL

Should it be difficult to define a request for the use of school facilities within the scope of this policy, the Principal has the final say. The applicant may file a written appeal to the Principal if a use has been denied. Further appeal, if necessary, may be made to the Board of Directors.