



## FACILITY USE POLICY

### **SECTION 1. BEN FRANKLIN ACADEMY**

#### **MISSION**

The mission of Ben Franklin Academy is to develop young adults with character like America's founding Renaissance man, Benjamin Franklin: well-read, scientifically curious, and civically engaged.

#### **VISION**

Our students will excel academically through a challenging, sequenced curriculum that emphasizes math, science, and literacy. We will be a data driven institution, focusing on individual students. Our students, teachers, parents, staff, and leaders will be held accountable for the success of our school. Finally, we recognize that an education is incomplete without fostering the arts, sports, nature, and character.

#### **PURPOSE**

The purpose of this policy is to set guidelines for use of meeting space and classrooms at Ben Franklin Academy (BFA). BFA expects that any user of its facility will respect and take care of the building and furnishings within the building.

### **SECTION 2. GENERAL USE GUIDELINES**

BFA encourages and supports the fair and equal use of its facility for non-school sponsored activities, for all interested groups. The areas available for rental use are the fields, gyms, classrooms and other areas in the facility. The use of these areas is subject to this policy and shall be processed by BFA on a first-come, first-served basis contingent upon facility availability, requested use and when appropriate, staffing requirements.

BFA events shall have priority over all other events.

No use shall be granted in a manner that constitutes a monopoly for the benefit of any person or organization. Confirmation of facilities usage shall not occur until BFA verifies that the person requesting (Requestor/Renter) a rental has submitted a signed contract (the BFA Facility Use Agreement), paid all fees due and submitted all required supplemental fees. Based on event complexity, a planning meeting may be required before a commitment to an outside event is made.

### **SECTION 3. RATES**

BFA will charge the rental fees set forth in the Facility Fee Schedule, which will be reviewed as necessary. The Principal is authorized to evaluate special circumstances to

vary from the Facility Fee Schedule on a case-by-case basis considering BFA's mission, vision and goals. The Facility Fees Schedule identifies rates for the following group classifications.

#### **NON-PROFIT GROUPS**

A non-profit group is any group organized through the State of Colorado as a not-for-profit business, club or organization. Any group claiming non-profit status in order to secure a discounted rate at BFA will need to provide written proof of non-profit status – either a **Certificate of Good Standing from the State of Colorado** or a **Letter of Determination as a 501c3**.

##### **Affiliated Groups**

An affiliated group is any non-profit business, club or organization with 75% or more confirmed BFA student members in the group. The BFA Parent-Teacher Organization (PTO) is an affiliated group. The affiliated group rental rate will be at a discounted rate.

##### **Non-Affiliated Groups**

A non-affiliated group is any non-profit business, club or organization with less than 75% confirmed BFA student members.

#### **COMMERCIAL GROUPS**

A commercial group is any for-profit business, club or organization.

### **SECTION 4. SECURITY DEPOSIT AND DAMAGES**

#### **SECURITY DEPOSIT**

Every non-affiliated group wishing to rent BFA's facility will be required to provide a security deposit of \$200. BFA reserves the right to increase this amount based on the size and the nature of the event.

#### **DAMAGES**

BFA reserves the right to cancel any event judged as potentially dangerous or damaging to BFA's property or to cause more than a reasonable disturbance.

Damage of any kind to BFA's property must be reported within 24 hours to BFA's Principal or his/her designee. In the event of any damage, the group renting in the facility will be responsible for payment for any related repair or replacement costs and will forfeit its security deposit. The person whose signature is on the BFA Facility Use Agreement will be held responsible for payment. Until such payment is made in full, the BFA Facility Use Agreement will be suspended, and related activities cancelled. BFA reserves the right

to cancel any BFA Facility Use Agreement with any group as a result of damages and to withdraw consideration for future use.

#### **SECTION 5. CANCELLATION**

If the Requester/Renter cancels an event, a written notification of cancellation must be received by BFA no later than three (3) working days (72 hours) prior to the event in order to avoid financial obligation, including, but not limited to, the loss of the security deposit. If the event is a very large activity, BFA reserves the right to require a one (1) or two (2) week cancellation notice. The Requester/Renter is subject to pay any costs incurred by BFA due to failure of the Requester/Renter to cancel within the contractually designated timeline.

#### **SECTION 6. FACILITY SECURITY AND SAFETY**

BFA 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. Every rental group must have a designated Event Supervisor. The Event Supervisor will be responsible for communicating and coordinating with BFA's Principal or his/her designee to be sure that the lock schedule has been set for his/her event and to exchange any necessary keys or badges before and after the event. All keys or badges must be returned to BFA within 48 hours of the end time of the event or the security deposit will be forfeited. A missing key or badge must be reported immediately to BFA's Principal or his/her designee.

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 he/she leaves. If the facility is left unsecured, an additional charge of \$50 may be imposed as well as any charges for any damage or theft resulting there from. If BFA's Operations Director or his/her designee is off-site and is required to assist the rental group during the event, an additional charge of \$50 may be imposed.

#### **SECTION 7. PARKING**

BFA reserves the right to determine adequate parking circumstances for all events and to add the cost associated with the use of parking to the BFA Facility Use Agreement. BFA has a limited parking area. Larger events where more vehicles are expected than can reasonably be accommodated at BFA will need to make arrangements for additional parking elsewhere.

**SECTION 8. TIME LIMIT**

Any group renting the facility may only do so for the time period specified through BFA's Principal or his/her designee and only for the specified locations. All rented meetings and events must be finished, and attendees vacated, by 10p.m..

**SECTION 9. EQUIPMENT AND SUPPLIES**

Once a BFA Facility Use Agreement has been signed, BFA's Principal or his/her designee can assist in arranging for specialized services or equipment, such as audio-visual or gym equipment.

**SECTION 10. DECORATIONS AND SIGNAGE**

Individuals or organizations using BFA property and/or facilities shall not affix any kind of permanent decoration or signage to any part of the facility or grounds.

**SECTION 11. CLEAN-UP**

Individuals and organizations using BFA property and facilities need to make every reasonable effort to leave the facilities and/or grounds rental in the condition in which they found it.

**SECTION 12. LAWS AND ORDINANCES**

Individuals and organizations using BFA 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 or illegal drugs in any form are not permitted on BFA property.
- Smoking is prohibited.
- No weapons of any kind are permitted on BFA property.
- 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.
- Restrictions of the consumption of food and beverage in designated rooms shall be strictly enforced.
- All meetings and events shall be open to BFA Board of Directors or their designated representatives.

**SECTION 13. OBJECTIONABLE CONDUCT**

BFA 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

**SECTION 14. OTHER REQUIREMENTS**

**FACILITY MONITOR FEE**

A facility-monitoring fee may be required. This fee will cover costs for BFA staff to monitor the facility and/or grounds while being used.

**INSURANCE**

All non-affiliated groups must provide a certificate of insurance that exceeds \$1M per occurrence and names Ben Franklin Academy as an additional insured party. BFA meetings are specifically exempted from this requirement.

**BFA FACILITY USE AGREEMENT**

A BFA Facility Use Agreement must be complete and on file prior to any use of the facility or grounds.

**POLICY HISTORY:**

Original: approved by the Board 8/23/2011  
Revision 1: Approved by the Board 10/8/2013  
Revision 2: Approved by the Board on 9/9/2014  
Review: Approved by the Board on 8/11/2015; 8/9/2016  
Revision 3: Approved by the Board on 8/15/2017  
Revision 4: Approved by the Board on 8/21/2018