



AMERICAN ACADEMY
EDUCATE | INNOVATE | EXPLORE

Facilities Use Policy

This policy was approved by the American Academy Board of Directors on April 5, 2014

General Position on Facility Use

American Academy encourages and supports the fair and equal use of the American Academy facility for non-school sponsored activities, for all interested groups. The rooms within the facility available for rental use are the cafeteria and the gym ("rental rooms"). Classrooms are occasionally available for rent. The use of American Academy rental rooms is subject to this policy and shall be processed by American Academy on a first-come, first-served basis contingent upon room availability, immediate payment, requested use, and when appropriate, staffing requirements.

Facility Use Contract

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

Payment

Full 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, the Renter is interested in using a specific day of the week or time for a duration longer than a single date, American Academy cannot guarantee availability unless the Renter reserves and pays for all of those times in advance.

Security Deposits

American Academy requires a security deposit for every Rental Contract issued. For those Rental Contracts whose time span extends no longer than 90 days, the security deposit check will be held and shredded at the end of the school year. For those Rental Contracts spanning longer than 90 days, the security deposit will be deposited in the American Academy account. That security deposit will be good for all future rentals by the same Renter and can be held indefinitely if the Renter prefers. However, assuming that there are no problems for which the security deposit must compensate the school, the Renter may request in writing a refund for the amount of the security deposit at the end of the Rental Contract period.

Cancellations

If a Renter must cancel the Rental Event, a written notification of cancellation (email is acceptable) must be received by the American Academy 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 American Academy's discretion. Deposits are 100% non-refundable in the case of a cancellation made less than 10 days before the event start date.

Group Classifications and Rates

American Academy rental rates are determined and approved by the American Academy Board of Directors. Rental rates are subject to change at any time at the discretion of the Board of Directors.

Affiliation

An affiliated group is any non-profit business, club or organization with 75% or more confirmed American Academy student members in the group. A non-affiliated group is any non-profit business, club or organization with less than 75% confirmed American Academy student members. The affiliated rental rate at American Academy will be a discounted rate.

Non-Profit and Commercial Groups

A commercial group is any for-profit business, club or organization. A non-profit group is any group organized through the State of Colorado as a not-for-profit business, club or organization. Any claiming this status in order to secure a discounted rate at American Academy 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 Non-Profit Organization Rental Rates

Gym = \$30.00

Cafeteria = \$20.00

Turf Field = \$15.00

Classroom = \$15.00/hr (ONLY AVAILABLE UNTIL 4:30 PM ON SCHOOL DAYS WITH TEACHER CONSENT)

Gym and Cafeteria = \$50.00

Gym and Turf Field = \$45.00

Gym, Cafeteria and Turf Field = \$65.00

Non-Affiliated Non-Profit Organization Rates

Gym = \$45.00

Cafeteria = \$30.00

Turf Field = \$25.00

Classroom = \$20.00/hr (ONLY AVAILABLE UNTIL 4:30 PM ON SCHOOL DAYS WITH TEACHER CONSENT)

Gym and Cafeteria = \$70.00

Gym and Turf Field = \$65.00

Gym, Cafeteria and Turf Field = \$95.00

Affiliated Commercial Rental Rates

Gym = \$70.00

Cafeteria = \$45.00

Turf Field = \$40.00

Classroom = \$35.00/hr (ONLY AVAILABLE UNTIL 4:30 PM ON SCHOOL DAYS WITH TEACHER CONSENT)

Gym and Cafeteria = \$125.00

Gym and Turf Field = \$115.00

Gym, Cafeteria and Turf Field = \$160.00

Non-Affiliated Commercial Organization Rental Rates

Gym = \$90.00

Cafeteria = \$55.00

Turf Field = \$50.00

Classroom = \$40.00/hr (ONLY AVAILABLE UNTIL 4:30 PM ON SCHOOL DAYS WITH TEACHER CONSENT)

Gym and Cafeteria = \$140.00

Gym and Turf Field = \$125.00

Gym, Cafeteria and Turf Field = \$180.00

Renter Qualifications

Proof of Insurance

All groups who rent at American Academy MUST provide a current Certificate of Insurance with American Academy named as “additional insured” on the certificate.

Background Checks

All individuals who rent at American Academy to teach to or lead American Academy students in the rental activity on a regular basis MUST get fingerprinted at the sheriff's department at their own expense (\$39.50) and undergo an official background check through the Colorado Bureau of Investigation (required for Colorado public schools) which will be processed through American Academy. Additionally, when the Renter initially arrives at American Academy, they 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 American Academy visitors.

Proof of Non-Profit

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

Damages

American Academy 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.

Damage of any kind to any item or space in a rental room must be reported within 24 hours to the American Academy Facilities Director. 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 American Academy 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. American Academy reserves the right to cancel any rental contract with any group as a result of damages, and to withdraw consideration for future use. If American Academy 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

American Academy 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 American Academy Facilities Director 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 – 4:30 pm per the American Academy School Calendar). The American Academy Facilities Director is therefore off-site during most Rental Events. For this reason, Renters should plan ahead and communicate with the Facilities Director *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 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. Please be sure to notify the American Academy Facilities Director if, at any time before, during or after a Rental Event there is an emergency at the building, even if the emergency does not involve American Academy 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 Facilities Director, 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 American Academy 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 Facilities Director *immediately* and a new card may or *may not* be issued at the discretion of the Facilities Director. Failure to notify the Facilities Director within 24 hours of losing a key card will result in an additional \$200.00 charged to the Renter.

Parking

American Academy 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. American Academy has a limited parking area and can only accommodate up to 80 cars at the Castle Pines campus and 175 cars at the Parker campus. For larger events involving more than 80 vehicles at Castle Pines or 175 vehicles at Parker, the Renter is expected to make arrangements for additional parking elsewhere.

Equipment, Supplies, Food

Once a rental contract has been signed, American Academy can arrange, with advanced notice, for specialized services such as audio-visual or gym equipment (an extra charge may apply). American Academy does not supply food or drink. If brought by the Renter, food may only be served in the cafeteria or in the hallway outside of the gym and cafeteria. At no time is food allowed in the gym or the front lobby area. These areas are carpeted and/or have special flooring. Only water is allowed in the gym and the front lobby. Drinks other than water must be served in the cafeteria or the hallway outside the gym and cafeteria. If food is taken into the gym at any time during the rental period a fine of \$75.00 per instance will apply.

Decorations and Signage

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

Clean-up

Individuals/organizations using American Academy property and facilities need to make every reasonable effort to leave the rental room in the condition in which they found it.

Laws and Ordinances

Individuals / organizations using American Academy 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.

- Alcoholic beverages or illegal drugs in any form are not permitted on American Academy property.
- No weapons of any kind are permitted on American Academy property. Weapons include bladed weapons, bee-bee guns, pellets, gun replicas, or paint guns.
- Regular exit doors, walkways, and access to fire extinguishers shall not be blocked at any time.
- Facility capacity (room capacity) ratings shall be followed. Cafeteria: 232; Gym: 984.
- Smoking is prohibited inside all areas of the American Academy facility and grounds.
- Consumption of food and beverages restrictions in designated rooms shall be followed.
- All meetings and events shall be open to the American Academy Board of Directors or their designated representatives.

Objectionable Conduct

The School 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 unreasonable loud noises
- Fighting with another person
- Vandalism

Rules and Timing for Afternoon Carpool

In order to safely and efficiently move a large number of students and cars in and out of American Academy at the beginning and end of each school day, American Academy 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 3:15 pm**(applies to both campuses); Renters and their guests arriving for after-school rental activities at American Academy **prior to 3:15 pm** may drive straight to the school's parking lot. At this time in Castle Pines, there

should be no cars lined up along Mira Vista Lane (the street that takes you into the school) and cars should have clear passage to the building. At Parker, drivers should be able to pull straight into the parking lot areas during this time.

- 2) **BETWEEN 3:15 PM – 3:35 PM** (applies to Castle Pines campus only): Renters and their guests arriving **between 3:15 pm – 3:35 pm** may ONLY drive around the carpool line IF a carpool attendant is at the top of the hill to direct them. At this time, cars will be allowed to drive down Mira Vista Lane to line up along the front of the school and idle along Mira Vista Lane in anticipation of carpool at 3:35 pm. In addition, there are often cars leaving the parking lot and Elk Ridge Park during this time and driving up the empty lane (essentially a one-way street), increasing the risk for head-on collisions.

If there is no one at the top of the hill to safely direct drivers around the carpool line at this time, Renters and their guests 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, even if the line has not started moving, even if no cars are visible coming the other way. Cars should not attempt to drive the wrong way around the roundabout at the bottom of the hill.

Instead, if a Renter is late for an activity or delayed in the AA carpool line, they are instructed to call the front office (Castle Pines: 720-292-5200; Parker: 720-292-5600) and let them know the situation. The front office will do whatever they need to keep kids safe and supervised until the driver has arrived safely and parked in the parking lot.

- 3) **BETWEEN 3:35 PM – 4:15 PM (applies to both campuses): If arriving after 3:35 pm**, Renters and their guests will find that the AA carpool will be officially in progress and cars will be moving through the designated carpool routes within the American Academy 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. If a Renter arrives late to teach a rental class after school, they should pull over and call the front office (Castle Pines: 720-292-5200; Parker: 720-292-5600) to notify them of the delay and so they can hold the children in a supervised area until the Renter has arrived
- 4) ***Because violation of these rules constitutes an enormous safety risk for the large number of American Academy families who drive to and from the building every day, American Academy reserves the right to terminate any Rental Contract for disobedience of these rules, subject to the discretion of the Executive Director of Schools.***

Rules for Gym Use

- **Food and Beverages:** There shall be no beverages *except water* and no food allowed at any time in the gym or front lobby area. Any food and/or drinks other than water must be kept in the cafeteria or in the hallway outside the cafeteria and gym.
- **Time Limit:** Any group renting a room may only do so for the time period specified by the Rental Contract and approved through Facilities Director. The gym curfew is 10:00 pm. All rented meetings and events must be finished, and attendees vacated, by 10:00 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 American Academy 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 Rental Contract and approved through Facilities Director.. The cafeteria curfew is 10:00 pm. All rented meetings and events must be finished, and attendees vacated, by 10:00 pm.

POLICY HISTORY

Original: approved by the BOD on February 18, 2010

Revision 1: approved by the BOD on June 13, 2012

Revision 2: approved by the BOD on October 24, 2012

Revision 3: approved by the BOD on April 5, 2014

SUMMARY OF REVISION 1: *Updated rates*

SUMMARY OF REVISION 2: *Updated rates*

SUMMARY OF REVISION 3: *Added fines for failure to follow rules*

