

Policy Type: Operational Policy

Title: Facility Use Policy

Effective: October 20, 2025

Purpose

Custom Class makes select facilities available for educational, civic, and community purposes when such use does not interfere with Custom Class programs. This policy sets uniform rules for eligibility, prioritization of requests, booking windows, fees and deposits, insurance, conduct, and cancellations, and it incorporates required forms and conditions as per 53G-7-209 and 53G-7-210.

Scope

This policy applies to all uses of Custom Class facilities, including the Family Service Center and other spaces designated as reservable on Custom Class's fee schedule and calendar. It governs all users who submit the Application for Use of Custom Class Facilities and sign the Facility Use Agreement.

Definitions

- **Custom Class Sponsored Use (Class I):** Programs, activities, and events operated by Custom Class for its purposes under its own insurance.
- **Civic Center Use (Classes II–VII):** Community uses permitted under Utah's civic center statutes.
- **Other Use (Class VIII):** Market Use and use that doesn't qualify in another class.
- **Member:** An K-12 aged student who is currently registered and has maintained active membership with Custom Class.
- **Staff:** An employee or board member of Custom Class.

Further Definition of Classes II - VIII

Class II: Interlocal Agreement: This classification applies to city, county, state, or other governmental entities desiring to use Custom Class facilities. Governmental entities operating under an Interlocal Cooperation Agreement may not supersede the intent of this policy by contracting with private individuals or entities to run any programs, such as youth athletic leagues, community theaters, arts councils, etc., that would normally fall under another class listed below.

Class III: Member and Staff Support Organizations: This classification applies to qualified and recognized Member and Staff Support Organizations. These organizations may consist of individuals or organizations whose primary purpose for facility use is benefitting and supporting members or staff of Custom Class by having a majority of those served be members or be run by Custom Class staff. Staff may not supersede the intent of this policy by contracting with private individuals or entities to run programs normally falling under another class.

Class IV: Non-Sponsored Sports Teams: This classification applies to sports teams looking to use Custom Class facilities as appropriate that do not qualify as Class III Member and Staff Support Organizations.

Class V: Instructional/Governmental: This classification shall apply to those groups that are organized for instructional or governmental purposes. Such groups could include educational institutions, government entities, political groups, and others whose purpose is to provide information and instruction to the general public. All activities qualifying under this classification shall be: non-exclusive in participation; open to the public; free of charge; and approved by the directors of Custom Class.

Class VI: Patriotic Societies: This classification applies to any youth groups listed in Title 36, Subtitle II of the United States Code as a Patriotic Society, consistent with the Boy Scouts of America Equal Access Act, 20 U.S.C. § 7905.

Class VII: Charitable, Civic, Religious, and Private Use: This classification shall apply to private functions and events, such as family reunions, weddings, dinners,

holiday celebrations, and other such activities. This classification may also apply to organizations that solicit fees, dues, or contributions from the participants or the public as long as the net proceeds are expended for the welfare of Custom Class members, for charitable purposes, or for the betterment of the community. These organizations operate primarily on unpaid volunteer help (i.e., charitable, civic, or religious organizations).

Class VIII: Market Use: This classification shall apply to any individual, group, or activity that either: (a) does not fall within any other classification under the “Class Definitions,” and/or (b) is a for profit organization.

Policy

1) Prioritization of Requests

Custom Class Needs Come First: Custom Class programs, activities, or events—and any emergency or unforeseen circumstances—take precedence over prior reservations. Custom Class may rescind a reservation on short notice if needed in Custom Class’s best interest.

Requests will be prioritized at the first of each month. If two requests for the same time exist and groups are small enough to both be accommodated at the same time, one facility may be partitioned by room or amenity to do so.

Order of Priority: when facilities are available, and not already booked.

1. Class of Use (ie. Class III is given priority over Class IV).
2. Number of Members Served by User at Facility.
3. Members Served Percentage of Total Served by User at Facility.

Ties/Conflicts. When two complete applications of the same priority seek the same time, Custom Class may: (i) offer alternate space/time; or (ii) select on first-complete-application basis.

2) Advance Booking Window & Lead Time

1. How far in advance: Reservations may be requested up to twelve (12) months before the event date **by requests in Class I, II, or III.**
 - a. Class III (A) - Class III requests serving 80% or more members or run by 3+ staff members can be reserved up to 12 months in advance.
 - b. Class III (B) - Class III requests serving 65% or more members or run by 2+ staff members can be reserved up to 6 months in advance.
 - c. Class III (C) - All other Class III requests and requests of Classes IV - VIII can be reserved in the upcoming month. ie) on October 1st, user can make requests for dates throughout November.
2. Minimum lead time: A complete application (all required information, signed Facility Use Agreement, certificate of insurance, and full payment of applicable fees) must be filed not less than two (2) weeks before intended use; events are placed on the calendar only after these items are received. Make checks payable to Custom Class.
3. Recurring/long-term use: May be limited to preserve access for Custom Class programs and broader community use.

3) Applications, Agreements, Scheduling

1. Required Forms. All users must submit the Application for Use of Custom Class Facilities and, if approved, sign the Facility Use Agreement before placement on the calendar.
2. Scheduling Authority. Custom Class administrator (or designee) reviews applications, determines availability, sets any required security/cleaning deposit, and coordinates services/equipment and personnel as needed.
3. Hours. Functions must close by 10:30 p.m. unless special permission is granted in advance by a Custom Class administrator.

4) Fees, Payments, and Deposits

1. Usage Fees. The user pays the usage fee in advance and in full upon execution of the Facility Use Agreement.
2. Security/Cleaning Deposit. Custom Class may require a security/cleaning deposit (typically by check) set by the administrator, held uncashed unless needed. After the event, Custom Class will assess any fees, damage, loss, or clean-up and may deposit the check to cover costs; an itemized accounting, any refund, or additional bill will be provided in a timely manner.
3. Special Equipment/Services/Personnel. Additional fees may be charged for special equipment, added services, or additional personnel needed for the event.

Fee Schedule

Security Deposit of \$1,000 is required of all requests in Classes IV - VIII and may be required of Class II-III requests if the event has potential to damage facilities.

Additional Fees for Staff at \$50 / hr shall be added if deemed necessary.

Additional Fees for Use of Equipment at \$20 / hr per item if requested.

Fees for Family Service Center St George - 57 N. 500 E. and additional unlisted facilities

Classes I - III	Class IV - VII	Class VIII
\$0 / hr Max Daily Rate \$ 0	\$150 / hr Max Daily Rate \$ 750	\$200 / hr Max Daily Rate \$ 1,000

5) Insurance & Risk

1. Coverage. Only Custom Class-sponsored groups (Class I) are covered by Custom Class's insurance. Civic center uses proceed at the user's own risk; Custom Class is immune except as provided by law (Governmental Immunity Act).
2. When Insurance Is Required. For Class II - VIII uses, the user must provide commercial general liability insurance on an occurrence basis of at least \$1,000,000 per occurrence / \$2,000,000 aggregate, name Custom Class (including its board, employees, and agents) as additional insured on a primary, non-contributory basis, and provide 30 days' advance written notice of cancellation or reduction. An original Certificate of Insurance with endorsements is due at execution; umbrella/blanket policies are acceptable if coverage terms are met.
3. Indemnification & Responsibility. Users are responsible for all personal injury, property damage/loss, and will indemnify and hold harmless Custom Class from claims arising from the user's activities. Users must provide appropriate supervision and medical/emergency care.

6) User Responsibilities & Conduct Standards

1. Compliance & ADA. Users must comply with all federal, state, and local laws and Custom Class rules, including ADA/Section 504 obligations (interpreters, facility access, alternate formats, notifications, service animals, etc.).
2. Prohibited Substances & Conduct. Smoking, alcohol, illegal drugs, profanity, quarreling/fighting, and gambling are prohibited.
3. Food Service. Kitchen areas may be used only by persons pre-approved by Custom Class who hold a current, valid health department food handler's license/permit. Food/drink are prohibited in certain areas unless specifically authorized by administration.
4. Space Limits & Condition. Users may access only authorized areas and must leave spaces clean and in original condition; users pay for any damage. Drawers/cupboards/closets are off-limits.
5. No Alterations. No alterations, additions, or displacement of furniture/equipment; changes require authorization from Custom Class.
6. Fire Safety. Decorations must be non-flammable and approved as applicable; no open flames or candles.
7. Advertising/Marquees. Custom Class marquees are not available for outside promotion; advertising limits apply per Custom Class policy.
8. All other responsibilities and standards of conduct as listed in the Custom Class Facility Use Agreement signed by the user and amended as approved by administration.

7) Cancellations, Closures, and Rescission

1. Weather/Closures. If Custom Class facilities are closed due to inclement weather, all facility use is cancelled; users must notify their participants.
2. Custom Class Rescission Right. Custom Class may rescind an Agreement/permit on short notice for Custom Class need, emergencies, or other circumstances in Custom Class's sole discretion; users waive recourse against Custom Class.

8) Assignment/Subletting

Users may not assign or sublet facility reservations; any attempt is void.

9) Governance & Enforcement

Violations of this policy or the Facility Use Agreement/Rules are sufficient grounds to deny current or future use. Utah law and Custom Class policies govern; jurisdiction/venue are as provided in the Facility Use Agreement.

Procedures

1. Submit Application $\geq$ 2 weeks before event with all details and certificate of insurance. Custom Class named additional insured with listed coverage.
2. Receive Conditional Approval (space availability & priority).
3. Execute Facility Use Agreement and pay fees in full; provide security/cleaning deposit if required. The event is then calendared.
4. Complete Event as approved; leave space clean; Custom Class conducts post-event assessment and resolves any deposit items promptly with itemized accounting.

Certification

The undersigned officers and/or Board of Directors of Custom Class Charter Custom Class certify that this Facility Use Policy was duly adopted on the Effective Date above and replaces any prior facility use procedures to the extent of conflict.



Dr. Matthew J. Middione

Board Chair

Date: October 20, 2025



Douglas Reed

Board Vice Chair

Date: October 20, 2025

Effective Date: October 20, 2025