	S ONLY A REQUE	<u>c</u> 915 So Phone: 406-728 EST UNTIL SIGN	Dication/Agreement for RETURN TO: Charlene Hubbard rhubbard@mcps.k12.m uth Ave West, Missoula, 2-2400 x3030	<u>nt.us</u> MT 59801 Fax: 406-549-0449 P LETION OF TH	IS FORM		
			<u>REQUESTED DATE(</u> Team Name:				
-		Contact Name:					
Billing Address:					Zip Code:		
)-8:00pm □ 8:00-9:				
Order of Preference	Date(s) of Use	Building	Room(s), Gym(s), and/or Field(s)	Day(s) of the Week	Time In*	Time Out*	
1							
2							
3							
*Time must inc	clude your setup and c	leanup time					
List Specific A	Activity or Purpose:						
Number of Pa	rticipants: Adult:	Youth:	Age Group of Youth:	Total In	Audience:		
Event Start Time: Event End Time: Participation Fee Charged: Yes No							
Are the Coach	es paid? Yes N	lo Admission	Fee Charged: Yes	No			
Set up Reque	ests: YesNo	, if YES explai	n				
quality SOFT mound APPI SCHI It is hereby a The L The L be bill	y must be <u>approved</u> a BALL AND BASE ds could result in loss ICATIONS- MCPS EDULES- You will re- greed that: essee certifies that the essee agrees to pay four the led.	as an exception to the BALL PITCHING s of gym use. S will only accept or eccive a schedule by the information contained and costs for the	PMENT ARE <u>NOT</u> ALL his rule. MOUNDS- Any scratch he application per team. y email if your request is hined in this application is e use of the facility. Any of conditions on the back of	ning of gyms floors approved. s true and complete. events that go over	from the use	e of pitching pon time will	

 $\label{eq:lessee-Person applying for use/responsible for billing$

Lessor- MCPS

LESSEE PRINT NAME:

MCPS RULES AND REGULATIONS GOVERNING USE OF SCHOOL FACILITIES

Purpose

The school district promotes community use of school facilities during the hours when school is not in session. The use of the facilities will follow the priority of: (1) school-sponsored activities, (2) community recreation, youth groups, and cultural activities, and (3) other activities. General public use requests must be shown to be: (1) of an educational nature, (2) likely to contribute to the physical, moral and ethical well-being of the participants, (3) legally and culturally acceptable, and (4) open to all regardless of color, sex, creed or national origin. Community use by community groups intended to be on a sporadic and urgent basis so the district is not in competition for commercial space over a long term.

Agreement

A facility use agreement must be signed by an authorized representative of the Lessee using the school facility and a representative of the Lessor, Missoula County Public Schools. The contract must be received no later than ten business days prior to the scheduled event. Such contract must be in a complete and confirmed status when received by Lessor. Failure to meet with this deadline will result in the release of tentative date of use to another party.

Schedule of Needs

Specific arrangements for schedules, times, personnel, equipment, and supplies shall be made through the business office or school, no later than two weeks prior to the scheduled event. The Lessor assumes no obligation to meet any changes in requests and/or arrangements that have not been stated in the completed building use agreements.

Cost

With each request, charges will be determined on the basis of established rental rates, projected personnel, equipment and supply costs. Actual personnel, equipment and supply costs will be charged and billed to the Lessee after the scheduled event. Payment is made payable to Missoula County Public Schools.

Payment

Cash payments must be presented in person to the Operations and Maintenance Office at 915 South Ave W Room 102 and a receipt will be issued at that time. Payments by check may be mailed to the Operations and Maintenance office (915 South Ave W Missoula, MT 59801) or delivered in person.

Cancellation

In the event of necessary cancellation of the scheduled event, The applicant shall submit a written notice requesting cancellation of, or changes to, an approved schedule. The request must be received at the Operations and Maintenance office or by email three business days prior to the event date. Failure to provide such advance notice may result in a charge.

MCPS reserves the right to cancel groups for school related purposes at any time. MCPS will make every effort to provide as much notice as possible before canceling and/or provide another rental option if available.

Supervision

The Lessee must provide sufficient supervision for crowd control, ticket sales, ushers, security of personal property, and enforcement of the facility Rules and Regulations, and applicable state laws and local ordinances.

Personnel

The stage technician and custodian must be on duty at all times while an auditorium is in use. The use of the stage and its equipment is a technical operation and the operation of the equipment shall be only by the stage technician. School personnel must be on duty at all times when all other facilities are in use. Use of school kitchens shall require the presence of MCPS food service personnel.

Facility Use and Group Contract

Lessee agrees to occupy and use only that space which is specified in the use agreement. Use of all other areas is prohibited. Any equipment that may be used as part of this agreement may not be removed from district property.

At all times, orderly conduct shall be required of the Lessee and the participants in the scheduled event, including the performers and the audience. If it is believed that a request for facility use will result in disorderly conduct or whose activities may be detrimental to the school or community, the request for facility use will be refused. No illegal games of chance or lotteries will be permitted. The Lessee and the participants shall confine themselves and their activities to the areas specified in the contract. The areas used shall be left in a clean and orderly condition. There is to be **no** food or beverages on the stage or in the seating areas of an auditorium. Alcoholic beverages, tobacco or other drugs are not permitted on any school property or premises.

By request of the Fire Department and concern for public safety, fire and/or open flame are not permitted on the stage or in the seating of an auditorium. The Fire Department and Police Department have the authority to inspect the facilities at any time for the safety of the patrons. When non-district affiliated use is advertised, the ad must include a disclaimer that this event is not a Missoula County Public Schools sponsored event and does not represent the views of the MCPS board.

Organization Liability

The Lessee shall be responsible for the repair and/or replacement of school equipment or property damaged beyond reasonable or normal expectation.

District Liability

The school district shall not be held liable for accidents and/or injury suffered by individuals engaged in activities occurring within or upon the school facilities during the time the facilities are being rented. The school district assumes no liability for loss of property.

Indemnification

The Lessee agrees to indemnify and save harmless the school district and its agents and employees from all claims, suits, actions of any nature and description for or on account of any injury, damage or liability to persons or property arising from the rental or use of the school facilities.

Insurance

The Lessor reserves the right to require any groups to supply liability insurance, with Missoula County Public Schools co-insured for an amount specified by the business office. In most instances, user groups will be required to provide liability coverage in amounts up to \$1,000,000. The decision will be made on an individual renting group basis dependent upon risk level.

Termination

Failure to comply with Title IX regulations of the Civil Rights Acts and any and all laws, rules and regulations, and ordinances of the State of Montana, City of Missoula, and Missoula County Public Schools shall constitute good and sufficient cause for termination of the facilities use agreement and discontinuation of use.

Concessions

No food or beverages shall be provided or sold without prior consent of the Lessor. The Lessor retains power of approval/disapproval for items sold or given away and their points of distribution. Voluntary donations of food and/or beverages are not permitted without the express waiver.