MCPS Application/Agreement for Facility Use
RETURN TO:
Rebecca Dawson, rdawson@mcpsmt.org
909 South Ave West, Missoula, MT 59801

Phone: 406-728-2400 x3030

THIS IS ONLY A REQUEST UNTIL SIGNED BY MCPS. COMPLETION OF THIS FORM DOES NOT GUARANTEE YOU WILL RECEIVE THE REQUESTED DATE(S), TIME(S) AND LOCATION(S)

Organization Name:_____ Team Name:_____

Event Title:_____ Contact Name:_____

Phone Number:_____ Email:_____

Billing Address:_____ City:_____ Zip Code:_____

Monday-Friday K-8 gym rental times: ☐ **5**:30-6:30pm ☐ 6:30-8:00pm ☐ 8:00-9:30pm

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 include your setup and cleanup time** ** One team per application**

Are you requesting multiple practices per week? ☐ Yes ☐ No If available, we will schedule up to two practice days a week per team or group.
List Specific Activity or Purpose:_____

Number of Participants: Adult____ Youth____ Age Group of Youth:_____ Total In Audience: _____

Event Start Time:_____ Event End Time:_____ Participation Fee Charged:☐ Yes ☐ No

Are the Coaches paid? ☐ Yes ☐ No Admission Fee Charged:☐ Yes ☐ No

Set up Requests: ☐ Yes ☐ No, if YES explain_____

OUTDOOR SPORTS BALLS AND EQUIPMENT ARE NOT ALLOWED. Equipment other than indoorquality must be approved as an exception to this rule.
SOFTBALL AND BASEBALL PITCHING MOUNDS- Any scratching of gyms floors from the use of pitchingmounds could result in loss of gym use.
APPLICATIONS- MCPS will only accept one application per team.
SCHEDULES-You will receive a schedule by **email** if your request is approved.
CANCELLATION- Must be in writing and received 3 business days before reservation. Cancellation fees may apply.

It is hereby agreed that:
The Lessee certifies that the information contained in this application is true and complete.
The Lessee agrees to pay fees and costs for the use of the facility. Any events that go over the agreed upon time will be billed.
The Lessee has read and will comply with all conditions on the back of this form and the "Rental Policy for School Facility Use."

Lessee- Person applying for use/responsible for billing **Lessor-** MCPS

LESSEE PRINT NAME:_____

_____ _____
Signature- Mandatory for Use/Rental **Date** **Facilities and Operations** **Date**

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 (MCPS). 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

All arrangements for schedules, times, personnel, equipment, and supplies shall be made through the Facilities and Operations Office, 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 based on 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 Facilities and Operations Office at 909 South Ave W, Room 154, and a receipt will be issued at that time. Payments by check may be mailed to the Facilities and Operations Office (909 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 Facilities and Operations office or by email three business days prior to the event date. Failure to provide such advance notice may result in a charge. Late Cancellation Fee: $10 fee per occurrence may be assessed after a group's second cancellation within a single reservation. A single reservation is determined by the permit number. 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 the event is not sponsored by Missoula County Public School and does not represent the views of the MCPS board.

Organization Liability

The Lessee shall be responsible for the cost to repair and/or replace school equipment or property damaged beyond reasonable or normal expectation. Tape is not allowed on gym floors without prior approval from MCPS and Lessee is responsible for any damages caused by the non-authorized use of tape on gym floors.

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 by Lessee. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage. The indemnity required herein shall not apply to the extent that a claim is **caused by the negligence or willful misconduct of MCPS, its agents or employees.**

Insurance

The Lessor requires all groups to supply commercial general liability insurance for Bodily Injury and Property Damage for limits not less than $1,000,000 per claim ($2,000,000 aggregate) including coverage for lessee's obligations, operations, promises, independent contractors, personal injury and advertising injury. A combination of primary and UMBRELLA/EXCESS liability policies will be acceptable in order to meet the required limits. Lessee will submit a standard ACORD Certificate of Insurance for the required liability insurance signed by an authorized agent or representative of the insurance companies evidencing that the above required policy and limits are in effect. The policy shall name MCPS as additional insured. User accepts the School Facility's' premises and adjoining areas as is and releases and discharges the School Facility, the Board of Trustees, School Board, or other Governing Body and each of their agents, employees and representatives from any and all liability, claims, judgments or demands, including reasonable attorney's fees and costs, which may arise from all injuries, deaths and damage to property arising directly or indirectly out of this Site Use Agreement including but not limited to the User's use of the premises and the adjoining areas, including parking areas, except to the extent that the liability, claim or judgment is caused by the negligence or willful misconduct of MCPS, its agents or employees. User understands that this Site Use Agreement can be canceled and the event terminated if the User fails to comply with the above terms and conditions or if the User has misrepresented the nature or extent of the proposed use in any material way

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.