

MCPS Adult Education Facility Use Application & Agreement
310 South Curtis, Missoula, MT 59801
phone: (406) 549-8765 fax: (406) 523-4000

Organization Name _____

Primary Contact for Scheduling _____

Organization Address (City, State, Zip) _____

Primary Contact Phone _____

Organization Phone & Fax _____

Primary Contact Email Address _____

Event Information

Title of Event _____

Estimated # of Participants:
 Adults (16 and older) _____
 Children (15 and under) _____

Requested Use

Date (s)	Day of the Week	Time In	Time Out	Room(s) requested	Equipment requested	Set Up requested	Office Use
							Room(s) Assigned & Comments

Will there be catering/concession services? NO YES If yes, please explain needs:

It is hereby agreed that:
 The Lessee shall rent the above and use only the above described facility/area at the agreed upon dates(s) and time(s) for the described function. The Lessee agrees to pay fees and costs, which are stated below as follows, for the use of the facility. Any events that go over the agreed upon times will be billed. The actual fees and costs will be determined and calculated after the use of the facility.

Schedule of Fees--To be completed by MCPS Adult Education Staff

Classroom	1-3 hours \$25 + \$5 per hour after—Maximum per day=\$50
Classroom with wifi	1-3 hours \$40 + \$10 per hour after—Maximum per day=\$90
Gym or Computer Lab with wifi or internet	1-3 hours \$100 + \$30 per hour after—Maximum per day=\$250
Custodial Rate for Negotiated hours	\$25/hour
Tech Time for install/uninstall Software	\$40/hour

Estimated Fees and Costs
 _____ Rental
 _____ Custodial
 _____ Other
 \$ _____ - TOTAL

Based on the proposed activity, the Lessee may be required to provide and maintain in effect, for the term of this Lease, comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of Lessor's facility for amounts not less than a combined single limit

Liability Insurance Not Required

Lessee must provide Lessor with a certificate of insurance naming MCPS as an additional insured, showing coverage as described herein, and specifying that the insurer cannot cancel or refuse to renew insurance without giving Lessor written notice at least 10 days before the effective date of the cancellation or non-renewal.

As the Representative of the Organization indicated above, my signature below indicates my understanding of the policies outlined on the reverse side

LESSOR--MCPS Adult Education Director _____

Date _____

LESSEE--Organization Representative _____

Date _____

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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 two weeks 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 Adult Education 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 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 MCPS Adult Education.

Cancellation

In the event of necessary cancellation of the scheduled event, the Adult Education Office shall be notified in writing at least two weeks in advance of the scheduled event. Failure to provide such advance notice may result in a processing charge.

Supervision

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

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. 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 areas used shall be left in a clean and orderly condition. **Alcoholic beverages, tobacco or other drugs are not permitted on any school property or premises.** 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 be approved by the Adult Education Director or Supervisor.

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.

Catering/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 of the Lessor.