



FLATHEAD COUNTY PARKS AND RECREATION

309 FFA Drive - Kalispell, MT 59901
 (406) 758-5800
 FAX: (406)758-5888

Flathead County Park/Facility User Recreation Permit

Upon application approval, a park user permit copy will be issued to the person named on permit application.

Name of Individual or Organization	Nonprofit organization? Yes No
Person in charge of event	Phone
Address	Cell phone
City, State, Zip Code	Email

RESERVATION DETAILS

Name of Park	
Date (s) of Rental From:	To:
Specific areas of the park you wish to reserve (include time for setup and cleanup)	
AREA:	TIME (S):
1. _____ from _____ am/pm to _____ am/pm	
2. _____ from _____ am/pm to _____ am/pm	
3. _____ from _____ am/pm to _____ am/pm	

EVENT DETAIL

Describe your event:		
Number of participants expected:	Number of spectators expected:	
Will there be items or structures brought to the park?	Please describe:	
Is the event open to the public?	Will admission be charged?	How much?
Is this a fundraiser?	Who will benefit?	Percent to be donated?
For running/walking/bicycling events: How will roads/trails be secured for runners? Please submit a map of the course to be used		
How will cleanup of park be handled?		

I certify that the information contained herein is true and correct. I agree to abide by the Flathead County Special Events Requirements Guidelines, the Facility User Agreement and the Hold Harmless Agreement and any other stipulations of the permit issued for this application. All fees are to be paid not less than 10 days prior to Event.

Signature of Person in Charge of Event _____

Date _____

Office Use Only

Deposit:	Field Use Fee:	Permit Fee:	Total Due:
Payment Amount:	Cash	Check # & Amount	Credit Card

Additional Requirements:
 _____ Insurance Received _____ Hold Harmless Agreement Received _____ Set-up Diagram Received
 _____ Dept. listed as additional insured _____ Supplemental Facility User Agreement

Date Signed	Department Representative
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Flathead County Park User's Additional Requirements

1. Only items listed on the user permit form and agreed to by the Department may be placed in the use area.
 2. Except as it may unreasonably interfere with the event, the area described in the permit will remain open for use by the public.
 3. All waste and debris resulting from this event shall be disposed of by the Permittee as directed by the Department. The permitted area shall be maintained in a clean, neat condition for the duration of the event.
 4. The Permittee shall take reasonable actions under a plan approved by the Department representative to direct and supervise the parking of participant's and spectators' motor vehicles in order to prevent traffic problems. The Permittee shall post observers at all points where the event crosses a road.
 5. Foy's Community Center is rented separately.
 6. All horse trailer parking shall be in the designated areas only.
 7. The dressage arenas, if used, must be raked after each use.
 8. Cross country jumps may be used with the understanding that the users are responsible for damages.
 9. Your group agrees to return all keys by termination dates.
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SUPPLEMENTAL FACILITY USER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 20____, by and between Flathead County and _____, hereinafter referred to as Permittee.

WITNESSETH:

WHEREAS, Permittee desires to use the _____ for an event on _____, and the County is agreeable to such use, the parties hereto agree that Permittee shall be granted the use of the Facility on the aforementioned date subject, however, to the following fees and conditions.

1. Permittee shall pay \$_____ for the rental of the Facility payable in advance and attached to this agreement.
2. The Facilities are rented as is and if there are County items that need to be moved, Permittee is responsible for moving them and returning them to their original location.
3. Permittee shall be responsible for any damages to County property and shall assume all responsibility for damages or injuries to persons and/or property at the event. Permittee also agrees to protect and defend the County and its elected and appointed officials, agents and employees and to hold them harmless from and against any and all claims, demands and causes of action of any nature whatsoever in any arising from the acts of omissions of Permittee and/or its agents, employees or representatives under this agreement.

4. Permittee will provide general and specific supervision to:
 - a. Inspect facility for potential hazards to the activity.
 - b. Plan for safe conduct of participants.
 - c. Provide adequate and proper equipment for the activity, if any.
 - d. Warn participants of the inherent danger of the activity, if any.
 - e. Inform participants of emergency procedures, if applicable and
 - f. Closely control the activity itself, particularly with minors.

5. If alcohol is sold or paid, the event must provide \$1,000,000/occurrence including liquor liability coverage and/or must be catered by a licensed catering service. If alcohol will be consumed, Permittee shall further take all reasonable measures to ensure that minors are not consuming alcoholic beverages on the premises and that no other problems occur as a result of alcoholic beverages being served.
6. Permittee shall attach to this agreement, proof of liability insurance in an amount of not less than _____/occurrence for the event for which the County facilities are being used. If alcohol will be served or consumed during the activity, the liability coverage needs to include a liquor clause. In the event a community or civic organization or a business enterprise leases the premises and needs to take out a separate liability policy for their specific event, they shall name the County as an additional insured under said policy.

7. The County has the right to limit the hours of activities for which Permittee will be using the _____. The event shall end on at _____.

8. Permittee, by signing below, acknowledge that he/she knows, understands and appreciates the risks involved in the activity.

IN WITNESS WHEREOF, this agreement shall be executed on the day and year below by written by the parties hereto.

Permittee

Date

Board Representative

Date

Board Chair/County Commissioner

Date

HOLD HARMLESS AGREEMENT

_____, its officers, employees and members shall, through the signing of this Agreement by an authorized party or agent, indemnify, hold harmless and defend the County of Flathead, and its agents and employees from all suits and actions including reasonable attorney's fees and all costs of litigation and judgment of property by reason of any action or omission by _____ its agents or employees, for the following activities: _____

Signed this _____ day of _____, 200__.

By _____

Title _____

**FLATHEAD COUNTY
SPECIAL EVENTS REQUIREMENT GUIDELINES**

II. DEFINITIONS:

- A. COUNTY SPONSORED EVENT
Events that the County and/or Fair Board organizes, promotes, advertises, pays expenses and collects the majority of the receipts. The events must be listed annually on the JPIA renewal application. Any event not listed during the course of the policy year, must be reported to the local agent and then to JPIA prior to the event.
- B. NON-COUNTY SPONSORED EVENT OR “USER” EVENT
Events organized, promoted and paid for by profit for non-profit groups, organizations or individuals other than the county or Fair Board and who rent or use County facilities by agreement.
- C. USER GROUPS
Profit or non-profit organizations, groups or individuals who by agreement, lease and/or use County owned facilities for various events or reasons.
- D. FACILITY
Any building or complex of buildings and parks that are owned and insured by the County or which the County has an insurable interest.
- E. EXPOSURE CLASS
Events or groups that are classified users of County facilities by degree of risk or exposure with specific recommended insurance requirements or guidelines. Exposure Classes:
- High
Medium
- F. VOLUNTEERS
Organization or individual that provides service or support to the County without any pay or compensation.

III. INSURANCE REQUIREMENTS BY EXPOSURE CLASS

- A. HIGH
1. Require a signed agreement that includes:
 - a. At least \$1,000,000 per occurrence liability limits. Proof of liability insurance required prior to event.
 - b. The County added as an additional insured, and
 - c. A signed Hold Harmless Agreement as part of the User Agreement.
- B. MEDIUM
1. Require a signed agreement that includes:
 - a. \$500,000 per occurrence liability limits. Proof of liability insurance required prior to event.
 - b. A signed Hold Harmless agreement.
- C. LOW
1. Require a signed waiver.

NOTE: If liquor is to be used or allowed: The event automatically becomes a high exposure event.

IV. VOLUNTEERS

A. VOLUNTEER COVERAGES

Currently, if covered by the JPIA pool policy, volunteers are covered as a named insured for liability i.e. for property damage, bodily injury and personal injury to a third party.

B. “PAID” VOLUNTEERS

A volunteer is not compensated. If a volunteer is paid a stipend or fee, that volunteer is an employee and therefore should be employed as a temporary, part-time employee.

C. “CONTRACTED” VOLUNTEERS

Individual organizations contracted for services are independent contractors and should be required to provide proof of liability and workers’ compensation coverage or a workers’ compensation exemption issued by the Montana Department of Labor.

A. HIGH EXPOSURE CLASS

Animal Acts concerns	Evangelistic Meetings	Public events with security
Animal Racing	Fireworks	Concerts
Arcades	Go-karts	Races, Truck Pulls, Mud Rallies
Carnivals	Gun Shows	Religious Assemblies
Circuses	Logging Lumberjack Shows	Rodeos
Political Rallies	Parades	Adult Sporting Events
Shooting Competitions	Conventions	Demolition Derbies
Dances	Proms	Organized picnics with pool or lake activity
Livestock Shows	Horse Shows	
Indian Relay Races	Softball/Baseball	

B. MEDIUM EXPOSURE CLASS

Charity/School Carnivals (no rides)	Debuts	Family Reunions
Festivals	Debutante Balls	School Band Drill Team Competition
Class Reunions	Wedding Receptions	Auctions
Award Presentations	Banquets/Luncheons	Bazaars
Bingo Games	Craft Shows	Dinner Theatre
Speaking Engagements	Theatre Performances	Seminars
Musicals	Pageants	Phone-A-Thons
Picnics w/no lake/pool activity	Craft, Dance, Fashion	Rummage Sales
Graduation	Scouting Jamborees	Flea Markets
Job Fairs	Antique, Art, Auto, Boat	Business Consumer
Sales	Flower, Garden, Home	Swap Meets
Educational Exhibits	Social Gatherings	
Meetings		

C. LOW EXPOSURE CLASS

Meetings	Rummage Sales	Flea Markets
Youth sports (under age 18)	*RV Trade and Vacation	

*Unable to obtain waiver

NOTE: If liquor is used or allowed at any event or for any organization using the Insured’s facility, the event automatically is classified as a high exposure event and requires liquor liability coverage under the high exposure guidelines.