



FLATHEAD COUNTY WEED, PARKS & RECREATION

309 FFA Drive - Kalispell, Montana 59901
 406.758.5798 or 406.758.5800; Fax: 406.758.5888

Thank you for your interest in renting a Flathead County Park. It is our pleasure to host your event.

Rental is on a first-come first-served basis and dates are reserved by submitting a Permit Application, Facility Rental Agreement, and a Security Deposit. Permits are reviewed for approval 2 months prior to the event. Remaining fees and a Certificate of Insurance naming **Flathead County** as Additional Insured (refer to item 19 of the Agreement) are due 20 business days prior to the event. Once finalized, a copy of the approved Permit/Agreement will be emailed or mailed. Please keep a copy with you during the event.

RATES

VOLUNTEER PARK PAVILIONS DAILY SECURITY DEPOSIT

| | | |
|--|-------|-------|
| Volunteer – Matson (8 picnic tables & electricity) | \$350 | \$125 |
| Volunteer – Chautauqua (2 picnic tables) | \$200 | \$75 |
| Volunteer – Lacon (2 picnic tables) | \$200 | \$75 |

FOYS COMMUNITY CENTER DAILY SECURITY DEPOSIT

| | | |
|----------|-------|-------|
| under 30 | \$200 | \$75 |
| up to 50 | \$250 | \$125 |
| 51-75 | \$350 | \$175 |

BELTON STAGE DAILY SECURITY DEPOSIT

| | | |
|----------|-------|-------|
| up to 50 | \$500 | \$175 |
|----------|-------|-------|

HERRON PARK DAILY SECURITY DEPOSIT

| | | |
|--------------------------|-------|----------------------|
| Herron (6 picnic tables) | \$200 | \$75 |
| Day Use | \$15 | Deposited on site |
| Stall Fee | \$25 | Per stall, per day |
| Overnight Camp | \$25 | Upon permit approval |

OPEN SPACE PARK RENTALS - GROUP SIZE DAILY SECURITY DEPOSIT

| | | |
|----------|-------|-------|
| under 30 | \$150 | \$75 |
| 30-50 | \$250 | \$125 |
| 51-100 | \$350 | \$175 |
| 101-200 | \$450 | \$225 |
| 201-300 | \$550 | \$275 |

There are no partial-day rentals. Sports Parks have individual rates and a different permit – check with the office. Set-up and take-down/clean-up fee for additional days is a minimum of \$75 per day, unless there is a significant impact on the Park, as determined by the Parks Department. Events and park use are subject to Flathead County Park rules and ordinances.

The fees charged for park rent are used to help with maintenance. We hope you enjoy your experience at the park!
 Thank you.

PERMIT APPLICATION – Park/Facility

PARK NAME _____

Date(s)/Time Requested (including set-up/take-down time) From: _____ To: _____

Requested Time From: _____ AM/PM To: _____ AM/PM

Volunteer Park Pavilions (circle if needed) Mattson (75 occ) Chautauqua Lacon (closest to Lake)

Herron Park (special events/groups only) # Campsites _____ # Days _____ # Stalls _____ #Days _____

Items/Structures that will be brought to the park _____

EVENT NAME _____

Event Description _____

Organization Name _____

Participants/Spectators # (required) _____ Open to Public? _____ Admission Charge \$ _____

CONTACT NAME _____ Phone _____

Address _____ Cell Phone _____

City/State/Zip Code _____ Other Phone _____

Email _____

I certify that the information contained herein is true and correct. I agree to abide by the Flathead County Facility Rental Agreement and stipulations of the permit.

Applicant Signature: _____ Date: _____

(Agent of Organization)

OFFICE USE ONLY

| FEE | AMT PAID /DATE /CK # OR CASH | Executed Permit / Agreement |
|-----------------------------------|------------------------------|------------------------------------|
| \$ _____ GROUP RATE | \$ _____ | _____ Rental Calendar / Rental Log |
| \$ _____ PAVILION | \$ _____ | _____ Cert Ins / Add'l Ins |
| \$ _____ SET-UP / TAKE-DOWN/CLEAN | \$ _____ | _____ Copy Emailed / Mailed |
| \$ _____ TOTAL - GROUP | \$ _____ | _____ Copy Park Superintendent |
| \$ _____ SECURITY DEPOSIT | \$ _____ | _____ Key Return if (applicable) |
| | | _____ Sec/Dep Return |

NOTES: _____

**FLATHEAD COUNTY PARKS & RECREATION
FACILITY RENTAL AGREEMENT AND PERMIT**

THIS AGREEMENT is made and entered into this _____ day of _____ 20 _____,
by and between **FLATHEAD COUNTY PARKS DEPARTMENT**, herein referred to as “**DEPARTMENT**”, AND
_____ (Individual or Organization Name), hereinafter referred to as “**PERMITTEE**”,
for the purpose of using a County facility for an event referenced on the Park/Facility Permit Application, herein referred to as
“**EVENT**” at _____ (name of Park/Facility), herein referred to as “**FACILITY**”.

WITNESSETH:

WHEREAS, Permittee desires to rent Facility for Event:

FROM: Date _____ Time _____ **TO:** Date _____ Time _____; and

WHEREAS, Department is agreeable to such use, the parties desire the permit to be granted and for Permittee’s use of the Facility to occur in conjunction with this permit and subject to terms and conditions contained within the Agreement.

NOW THEREFORE, intending to be legally bound and in consideration of the mutual promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. A Security Deposit in the amount of \$ _____ is payable at time of application. Failure to abide by the terms of the Facility Rental Agreement and/or cancellation of Permit by Permittee within 10 business days of Event will result in forfeiture of Security Deposit. Permittee agrees Security Deposit is not a cap for any resulting damage and/ or injury.
2. A Facility rental fee in the amount of \$ _____ is payable at least 20 business days in advance of the Event. Permittee acknowledges all set-up and take-down/clean-up time is included in the Permit Application.
3. Permittee understands and agrees this permit may be revoked at any time by the Department for any violation of the conditions set forth herein or also at the sole discretion of the Department. If Department determines, in its sole discretion a violation of the conditions has occurred, the Department may revoke this permit at any time and keep the Deposit as mutually agreed to be reasonable liquidated damages. If, however, Department revokes without citing a violation, the Deposit shall be returned to Permittee.
4. Time is of the essence of this Agreement and each term and condition in this Agreement is a material part of this Agreement and any violation thereof shall be considered a material breach of this Agreement.
5. Permittee takes no possessory interest in Facility and agrees to perform no maintenance, work, or any other operation which is not specifically outlined in this Agreement or authorized by Department.
6. All fees, insurance certificates and any applicable licenses must be submitted 20 business days prior to the event or the date will be released from the calendar.
7. Permittee hereby agrees to collect and remit to the Department any additional fees related to the event, including but not limited to campsite and stall fees.
8. Except as it may unreasonably interfere with Event, the area described in the Park/Facility Permit Application is nonexclusive and shall remain open for use by the public
9. The Department has the right to limit the hours of activities for which Permittee will be using Facility. Set up time and break down/clean up time must be included in the permitted rental time.
10. Facility is rented “as is.” Permittee understands and agrees that Department cannot guarantee the cleanliness/condition of Facility or the fitness of the Facility for Permittee’s intended Event. It is Permittee’s responsibility to determine the Facility meets its needs, condition, and cleanliness standards. Permittee understands and agrees Department is not making any representations or warranties regarding the Facility’s condition, not expressly contained herein.
11. Only items listed on the Permit Application and agreed to by Department may be placed in the use area. In the event Department items need to be moved, Permittee is responsible for moving them and returning them to their original location. Failure to return items to their original location shall result in forfeiture of the security deposit.

12. Permittee shall provide trash bags and extra toilet paper, and all waste and debris resulting from Event shall be disposed of by Permittee as directed by Department. Permittee shall maintain Facility in a clean, neat condition for the duration of Event, and leave Facility in the same or better condition than prior to Event.
13. Permittee shall inspect the area described by the Permit Application before Event and shall bring any condition or hazard commonly understood to be unsafe or dangerous to the attention of Department and cooperate with any efforts or abide by any direction given by Department to resolve the condition. Permittee shall maintain the permit area in a safe condition for the duration of Event.
14. Permittee shall be responsible for any damages to Department property and shall assume all responsibility for damages or injuries to persons and/or property at Event. In the event of any loss or damage Permittee agrees to immediately reimburse Department for the replacement value of damaged item(s). Refusal to reimburse as required may result in legal action.
15. Permittee and its officers, agents, representatives, employees and members shall indemnify, protect and defend the County of Flathead, and its elected and appointed officials, agents, representatives, employees and members, and hold them harmless from demands, lawsuits and causes of action of any nature whatsoever, and against any and all claims, damages, costs and expenses, including reasonable attorney's fees, and all costs of litigation and judgment arising either from management of Event or from any breach or default, or any acts of omission by Permittee and its officers, agents, representatives, employees and members in the performance of the Facility Rental Agreement and Event, or from any acts of omissions by Permittee and its officers, agents, representatives, employees and members under this Agreement.
16. Permittee shall 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 Event, if any;
 - d) Warn participants of the inherent danger of the Event, if any;
 - e) Inform participants of emergency procedures, if applicable; and
 - f) Closely control the activity itself, particularly with minors.
17. Permittee shall submit a plan to direct and supervise parking for motor vehicles of participants and spectators in order to prevent traffic concerns. Permittee shall take reasonable action to administer this plan and shall post observers at any/all points where the event activity crosses a road.
18. Commercial activity/vending is prohibited in all County Parks and is defined as goods and/or services sold for profit in conjunction with Event. If Permittee purchases goods or services and provides them free of charge, specific insurance requirements may apply, which shall be the sole responsibility of Permittee.
19. If Facility rental is for an organized event over twenty (20) people, or by a business enterprise, community or civic organization requires a separate liability policy \$1,000,000/occurrence for the specific event must be purchased by Permittee, with Flathead County named as an additional insured.
20. Alcohol service that is outsourced must be preapproved by Department and must be by a licensed and insured service hired by Permittee. A copy of the license and a certificate of insurance must be provided, with Flathead County named as additional insured. Permittee shall take all reasonable measures to ensure that minors do not consume alcoholic beverages at Facility and that no problems occur as a result of alcoholic beverages being served.
21. Permittee agrees to return all keys to Department at the conclusion of Event.
22. Permittee, by signing below, acknowledges that he/she knows, understands and appreciates the risks involved in the activity which it intends to perform at Facility.
23. Permittee agrees to abide by all adopted Flathead County Parks and Recreation Rules and Regulations.
24. This Permit is the entire agreement between the parties, except for the Permit Application, which is incorporated herein by reference. This Permit may not be modified, except by mutual written agreement of the parties.
25. This Permit and permitted use associated therewith shall not be assigned by Permittee to any other entity.
26. Should litigation result out of the enforcement of this Agreement, both parties agree Flathead County is the only proper venue to hear the dispute. The substantially prevailing party shall be entitled to reasonable attorney's fees and costs.
27. Applicable to Herron Park Rentals: Permittee understands and agrees to the following:

- a) Use of jumps is non-exclusive and requires prior authorization from the Herron Park Equestrians.
- b) Cross Country jumps may be used with the understanding that the users are responsible for damages;
- c) Stall use is \$20 per day and all material & waste shall be scraped, removed and put in provided waste boxes at the north & south end of the stalls upon departure, or the Permittee shall be charged and/or forfeit the Security Deposit;
- d) All horse trailer parking shall be in the designated areas only; and
- e) Dressage arenas must be raked after each use.

By signing below, the signator hereby warrants he/she is acting solely in signator's capacity as an agent of the Organization/Permittee listed above. Signator warrants he/she possesses the authority to enter into this Agreement on behalf of the Permittee, this Agreement has been duly approved by the Permittee, and Permittee intends to be bound by all terms included herein.

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

| | | |
|---|---------------------|-------------|
| Name of Agent for Permittee (PRINT) and Sign | Phone Number | Date |
|---|---------------------|-------------|

| | | |
|--|---------------------|-------------|
| Name of Board Representative (PRINT) and Sign | Phone Number | Date |
|--|---------------------|-------------|