

COMMUNITY USE OF MUSSELHELL COUNTY CENTRAL COMMONS FACILITY

The Board of County Commissioners subscribes to the belief that the Musselshell County Central Commons and Senior Center (the Commons) is owned and operated by and for its patrons and that the facility should become an integral part of the community in terms of its intellectual and social expression and development. To this end the Board encourages the public use of the Commons facility.

Authorization for use of the Commons facility shall not be considered as endorsement of or approval of the activity group or organization or the purposes they represent.

The Senior Center activities shall have first priority. The right to authorize use of the Commons facility shall be retained by the Board. Community use will be only at such times as the facility required are free.

General Procedures

- 1 The Clerk & Recorder's Office will be responsible for maintaining, an accurate calendar of all uses of the Commons and community groups/members.
- 2 All parties who wish to use the facility outside of regularly scheduled Musselshell County Council on Aging activities must have authorization and scheduling with the Clerk & Recorder's Office. This authorization must be obtained and scheduled 8 days ahead of the day of use.
3. The Commissioners shall determine and the Board shall approve all universal fees for fee-use of The Commons facility.
- 4 Sponsoring organizations shall provide sufficient competent adult and/or special supervision, and the amount of adequate supervision will be agreed upon at the time the authorization is issued.
- 5 Alcoholic beverages will not be permitted in the Commons at any time without consent of the County Commissioners.
- 6 All applicants for use of the Commons facility shall hold Musselshell County free and without harm, for any loss, damage liability, or expense that may arise during or be caused in any way by such use or occupancy of the facility. In the event that property loss or damage is incurred by the Commons during such use or occupancy of the facility the amount of damage shall be decided by the Head Maintenance and approved by the Board and a bill for damages will be presented to the group using or occupying the facility during the time the loss or damage was sustained.
- 7 All County groups using the Commons facility whose events are not open to or directly serving the citizens of Musselshell County must purchase independent liability insurance.

COMMUNITY USE OF FACILITY

Priority of use:

1. Top priority- Musselshell County Council on Aging use
 2. County Meetings
 3. Community
- As scheduled:
- a. Community benefit (non-profit)
 - b. Community benefit (profit)

Non-profit organizations residing within the County will be provided facility use at no charge unless admission is charged. If admission is charged, the group will be charged a rental fee for each paying session. Any individual or group that is not non-profit will pay a rental fee for facility use regardless if admission is charged.

If the use of a facility by any group or individual requires the services County personnel, a charge of \$4.00 per hour over minimum wage, per individual will be charged. Access to equipment will be provided when reasonable. If further cleaning or maintenance of the facility is required after the activity, the organization will be charged at the rate of \$4.00 per hour over minimum wage to enable activities the following day.

COMMUNITY USE OF FACILITY- RECOMMENDED MINIMUM FEES

The request of the Commons facility by any individual or group for recreational purposes will be charged the standard rental fee. These charges are on a per day basis. Make checks payable to Musselshell County.

STANDARD RENTAL FEES

Musselshell County Central Commons: \$25

With kitchen: \$25.00 more a day. Does not include Council on Aging kitchenware.

Refundable Key Deposit: \$50

Refundable Cleaning Fee Deposit of \$250

I. Agency or group wishing to use County facilities:

II. Room requested: Date/Day(s) Time:

III. Name of local person(s) who can be reached concerning information about the activity:

1. Name _____

Address _____ Phone _____

2. Name _____

Address _____ Phone _____

IV. List any special equipment needed: (chairs, tables, speaker, etc.)

V. Groups and individuals supervising groups agree to the following conditions concerning the use of the Commons facility:

1. Groups must limit their activities to the specified areas requested in II above.
2. Groups must leave the facility in the condition in which it was found when the group arrived, or make arrangements with the Clerk & Recorder's Office to pay for necessary custodial help. Agencies and persons responsible for supervising activities assume liability for all damage to the facility resulting from the group activity.
3. No use shall be made of Musselshell County Council on Aging equipment such as dishes, utensils, pots, pans, stoves, folding tables and chairs, ladders, and all other equipment without permission. If permission is granted for use of any of the above, the agency and persons responsible, (a) assume liability for all damage to equipment resulting from the meeting or activity, and (b) assume liability for all injury to persons or property resulting from the use of this equipment.
4. The Board of County Commissioners and County staff will assume no liability for damage to, or loss of property or injuries to persons involved as participants, visitors, or spectators in programs of groups using the Musselshell County Central Commons.
5. Persons supervising activities agree to assume responsibility for the behavior and discipline of all those using the facility, including participants, visitors, and spectators.

6. As a representative of the applicant, the undersigned agrees to the use of the above listed Commons facility in accordance with the RULES AND REGULATIONS governing the use of County buildings, grounds and equipment.
7. Persons responsible for the activities will notify the Clerk & Recorder's Office in advance of any changes in these arrangements.
8. Groups which abuse their responsibilities will not be allowed future use of the Commons facility.

VI. The rental rate schedule for this can be found at the top of this page.

Checks should be made payable to Musselshell County.

VII. Please indicate whether you will clean the facility or not.

_____ We will clean the facility according to specifications set forth in this agreement.

_____ We do not wish to clean the facility and do not expect a refund of our \$250 Cleaning Deposit.

VII. SIGNATURE OF PERSON WHO WILL SUPERVISE THE ACTIVITY AND WHO ASSUMES RESPONSIBILITY FOR SEEING THAT THE CONDITIONS OF THIS AGREEMENT ARE MET:

Name _____ Title _____

Group _____

Address _____ Phone _____

VIII. Clerk & Recorder's Approval _____ Date _____

IX. Signature of Responsible Party _____ Date _____

Cleaning Procedures

1. Please sign in and out.
2. Take all garbage out of cans. Garbage should be placed in the dumpsters located on the south side of the building. Garbage cans should be lined with fresh liners located in the trashcans. Garbage cans should also be returned to their original location, if they have been moved to accommodate your function.
3. Tables and Chairs should be wiped clean.
4. Put all tables and chairs in designated areas.
5. Sweep and mop floor coverings and replace in their designated areas.
6. Vacuum front entryway.
7. Check all bathrooms to make sure that toilets are flushed, garbage cans are empty, and paper is picked up off of the floor.
8. Put mops, dust mops, brooms, dust pans, and mop buckets back where they belong.
9. Clean up any sweepings and place in garbage. No sweepings should be left on the floor.
10. Please report any damage or missing items immediately.
11. Coffee maker shut off and rinsed.
12. Counters wiped off.
13. Dust mop used area.
14. Clean used area and put everything away.

Musselshell County Central Commons

INSURANCE REQUIREMENTS FOR FACILITY USE PERMIT

“The user of the facility shall provide the County with a Certificate of Insurance. Said certificate shall name the County as an additional insured. Such certificate shall show coverage for 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 the facility. Said insurance shall provide for amounts not less than \$500,000.00 for bodily injury or death to any one person, \$500,000.00 for all bodily injuries and death resulting from any one accident and \$500,000.00 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage of \$500,000.00. Said certificate shall also contain information regarding the coverage of worker’s compensation or self-insured status as per Montana insurance guidelines. Said certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the County written notice at least 10 days before the effective date of the cancellation or non-renewal.”