

Moon-Randolph Homestead Special Use Permit Agreement

Moon-Randolph Homestead, 1515 Spurlock Road, Missoula, MT 59802 (406) 728-9269 Fax 728-6693

The City of Missoula Parks and Recreation Department (herein called the "City") and the North Missoula Community Development Corporation (herein called the "NMCDC") do hereby grant permission to:

(Name of Organization) (Name of Contact Person)

Address: _____

Phone: Days _____ Evenings _____

E-Mail Address: _____

2nd Contact Person _____ Phone _____

For use of the Moon-Randolph Homestead for (see attached terms and conditions):

Special event

Event / Expected # of Participants (max. 40)

Date of Use: From _____ To _____, 2007.

Time of Use: From _____ To _____

Please include a copy of any printed material associated with this event.

Overnight use

Expected # of Participants (max. 10)

Date of Use: From _____ To _____, 2007.

Special requirements of this permit: _____

CHECK LIST: (Please send separate checks for Fee & Deposit)

- Special Event Fee: \$150.00 full day (10am-10pm) or \$75 ½ day (4pm-10pm)
Amount to be covered with in-kind labor and materials: _____
Balance Due to NMCDC: _____
Date Due: _____ Date Paid: _____
- Special Event Deposit: \$250 + ½ total value of in-kind services.
Date Due: _____ Date Paid: _____
- Parks & Recreation Alcohol Permit required if alcohol will be served.
- Overnight Use Fee: \$100.00 day x _____ days = _____
Amount to be covered with in-kind labor and materials: _____
Balance Due to NMCDC: _____
Date Due: _____ Date Paid: _____
- Overnight Use Deposit: \$250 + ½ total value of in-kind services.
Date Due: _____ Date Paid: _____
- In-kind materials and labor agreement (specify tasks, dates of work, donations, etc.)

- What type of equipment will you be using? (tent, canopy, etc)

The Special Use Permit constitutes the entire agreement between the parties hereto.

NMCDC Approval BY: _____

Name (Printed): _____ Title: _____

The User has Received and Agrees to the Special User Permit Terms and Conditions.

USER: _____
(Name of Organization)

BY: _____
(Signature)

Name (Printed): _____ Title: _____

The parties have hereunto executed this document _____, 2006.

Moon-Randolph Homestead Special Use Permit Agreement Terms and Conditions:

1. The USER hereby indemnifies and holds the City of Missoula and the NMCDC harmless of and free from any and all loss, damage or injury to any person or persons, whomsoever, or property, arising from any cause or for any reason whatsoever in or about the described facilities; and the USER further agrees to waive all claims against the City on account of any loss, damage or injury from whatever cause which may occur to it and its property in the use and occupancy of said described premises, the giving of this waiver being one of the considerations upon which this Use Permit is granted.
3. The USER shall not assign or transfer this Special Use Permit or sublet any portion there of without the written consent of the City of Missoula.
4. The USER, either as an individual or on behalf of a group or organization, hereby agrees that this permit shall not be used in any manner that would discriminate against any person or persons on the basis of sex, marital status, age, physical or mental challenge, race, color, creed, religion, or national origin.
5. The USER will be responsible for any and all damages that occur to facilities due to USER'S negligence or willful action. The USER shall pay a damage/security deposit at the time the agreement is signed. This fee will be returned if all requirements of the agreement are met.
6. Fees (excepting deposits) can be covered with cash payment, in-kind materials donations, or volunteer labor. In-kind donations of labor and materials must be verifiable, accurate in value, and pre-approved by the homestead caretakers. Volunteer labor will be valued at \$8-\$10/hour, at the discretion of the caretaker.
7. The USER will be allowed to drive a limited number of vehicles into the Homestead to load and unload supplies and people, by arrangement with the homestead caretakers. Parking is available 3/10 mile from the site along Spurlock Road, and visitors are encouraged to walk or bike to the Homestead.
8. The USER agrees to use fire-pits, BBQs, and stoves in a safe and sensible manner, at the discretion of the homestead caretaker. Open fires not permitted during July and August (or during periods of fire restriction).
9. The USER is responsible for removing all garbage generated from events and overnight use.
10. No electricity is available at the Homestead, and no amplified sound will be allowed.
11. The USER will conserve water by limiting use of flush toilet facilities. An outhouse is available for use.
12. The NMCDC shall have the right to terminate Special Use Permits if it is determined the USER is not acting in the best interest of the general public or the facility. Full refunds will be given for cancellations due to fire closure or other emergencies. In the event the USER wishes to terminate a Special Use Permit, refunds will be granted if notice is received 10 working days prior to the event.