

GENERAL PARK USE POLICIES

PRIVATE SHELTER/FACILITY RESERVATION PERMIT FOR MISSOULA PARKS AND RECREATION

Thank you for your park reservation. Please review this permit for accuracy. If there is additional information, a change, or a cancelation to your event, please email parksreservations@ci.missoula.mt.us or call (406) 721-7275. By requesting or accepting this reservation, you agree to the following policies, rules, and regulations. Your finalized permit must be with you during your event.

INDEMNIFICATION AGREEMENT

The PERMIT HOLDER hereby indemnifies and holds the City of Missoula 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 PERMIT HOLDER 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 Rental Contract / Permit is granted.

CANCELLATIONS, REFUNDS, RESCHEDULING

A refund is granted only if the user is canceling prior to sixty (60) calendar days of the event, at which time a \$10 processing fee will be collected. Refunds are not granted due to poor weather conditions or acts of nature.

If the Parks Office is contacted prior to the date of the reservation, the date or location of a confirmed reservation can be changed, pending shelter availability. Changing a reservation this way incurs a \$10 change fee.

Please bring a copy of your facility permit to your event as proof of your reservation. There will be no refunds due to a group or individual because someone is already set up at your site. You will need to ask them to leave and/or call the police if they are non-compliant with your request.

REFUNDABLE DEPOSIT

Check or credit card may be submitted for the refundable deposit. Cash is not accepted. Missoula Parks and Recreation requires a 48-hour window after your rental to inspect the property before refunds will be returned. Credit cards are normally processed on Tuesdays. Depending on your bank's procedure, the refund may take an additional 3 to 7 days to show up on your account. Refundable deposit checks that have not been retrieved by November 1 will be shredded.

PAYMENT

Payment is required at the time reservation is made. Check, Cash, Credit, and Debit Cards are accepted methods of payment, except for American Express. Please make payments to City of Missoula.

ALCOHOL PERMIT

The consumption of alcoholic beverages in a public park requires a completed alcohol permit. Alcoholic beverages may only be possessed and consumed by someone 21 years of age and older. Missoula Parks and Recreation does not allow Hard Liquor or Glass Bottles in any of our parks.

Alcohol Permits will not be issued for Clark Fork Natural Area and along the River Front Park System, Gregory Park, Jacobs Island Park, Kim Williams Trail and Park Area, Westside Park, Playfair at the Dale Clawson Little League Complex, or any other park that does not have public restrooms available within the specific park, open space, or trail area. See MMC 12.40.057 for ordinance.

AMPLIFICATION PERMIT

An amplified sound permit is required for use of PA or stereo systems in any city managed park, unless it is an impromptu gathering of less than 6 individuals. Please see Missoula Municipal Code 12.40.065 (29) for specific regulations. The deposit will be returned if the renter complies with the City Noise Ordinance. If police intervention is required and permit holder is found in violation, a minimum of \$500 and a maximum of \$1,000 of the deposit will be forfeited.

Maximum allowable noise level between 7 a.m. and 7 p.m. in any residential zones is 60 decibels, decreasing to 55 decibels (the level of noise or sound that interferes with normal conversation or requires you to "raise your voice" to be heard) from 7 p.m. to 9 p.m.

INFLATABLE STRUCTURES

Inflatable structures (bounce houses) require an Inflatable Structures - User Agreement. Privately owned, non-commercial inflatable structures are not permitted in City of Missoula parks and facilities. Inflatable structures shall only be rented from a Vendor that has Liability Insurance on file with the City of Missoula.

CANOPY, TENTS, OR KIOSKS

Placement requires approval from Missoula Parks and Recreation prior to the event. To avoid damage to electrical, irrigation and water lines, canopies must be weighted instead of staked.

VENDORS AND CONCESSIONAIRES

Vendors and concessionaires must complete a Concessions & Vending Permit. All regulations must be met--See Concession Permit Agreement.

CLEANLINESS

Cleanliness is the responsibility of all park users. Please deposit trash in the receptacles provided. If trash receptacles are full, trash is to be removed from the park by the user. Additional fees may be charged for debris or damage to the park.

CONFETTI AND DECORATIONS

Confetti, bird seed, popcorn, rice etc. are not permitted. Bubbles are acceptable. Decorations must be self-supporting or must be tied to the structure. All decorations must be removed at the end of the event.

BBQ EQUIPMENT

Only gas barbecue grills allowed, no charcoal or open pits. Gas grills cannot be placed near any tree trunk or under the branches of any tree, nor under any park shelter or structure. BBQ equipment must include a drip pan and be self-contained.

PICNIC TABLES

Do not remove picnic tables from pavilions, shelters, and designated picnic sites. For an additional fee, extra tables are available with a reservation at Fort Missoula Regional Park.

SAFETY

To help ensure the safety of all participants and attendees of events held within Missoula Parks and Recreation managed facilities, renters agree to prohibit, and manage the prohibition of, firearms from entering rented facilities. Failure to comply with this policy may result in the loss of "Good Standing" and loss of ability to rent MPR Facilities in the future.

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority, and capacity to bind the Licensee with his/her signature.

<u>Signature:</u>	<u>Date:</u>
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