

# MARSHALL MOUNTAIN PARK COMMERCIAL/OUTFITTER USE PERMIT

City of Missoula Parks and Recreation, 600 Cregg Ln, Missoula, MT 59801

## Section 1: Organization information and details

<b>Business/Organization Name</b>	
<b>Primary Contact</b>	
<b>Address</b>	
<b>Email</b>	
<b>Phone</b>	

## Section 2: Permit Agreement Terms and Conditions:

Organization/Organization Representative referred to as PERMIT HOLDER in Terms & Conditions.

1. The Missoula Parks and Recreation will not issue an assurance of a Special Use Permit without required documentation. The PERMIT HOLDER is responsible and required to obtain all licenses and permits required by Federal, State, and County or Municipal government. Licenses and permits could include; a copy of your city business license, non-profit ID, and if applicable, your Workman's Compensation I.D.
2. 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 Special Use Permit is granted.
3. The PERMIT HOLDER agrees to furnish the City of Missoula a CERTIFICATE OF LIABILITY INSURANCE for their entity providing liability insurance coverage for their event that also identifies the CITY OF MISSOULA as an ADDITIONAL INSURED on the CERTIFICATE OF LIABILITY INSURANCE. The CERTIFICATE OF LIABILITY INSURANCE coverage limits shall provide liability insurance coverage in accordance to Montana State Statute, Section 2-9-108 MCA of \$750,000 for each claim and \$1.5 million for each occurrence. The CERTIFICATE OF INSURANCE shall also provide that the insurance coverage shall not be amended, altered, canceled, or reduced without providing at least ten (10) days advance written notice to both the insured as well as to the City of Missoula. The CERTIFICATE OF LIABILITY INSURANCE shall be filed by the PERMIT HOLDER/PERMITTEE along with their application for a permit.”
3. All Permits issued for Marshal Mountain are additionally required to also furnish Izzy Dog, LLC and Five Valleys Land Trust a CERTIFICATE OF LIABILITY INSURANCE that identifies IZZY DOG, LLC and FIVE VALLEYS LAND TRUST as an ADDITIONAL INSURED on the CERTIFICATE OF LIABILITY INSURANCE. The CERTIFICATE OF INSURANCE coverage limits shall provide liability insurance coverage in the minimum amounts of \$750,000 for each claim and \$1.5 million for each occurrence per Montana State Statute, Section 2-9-108 MCA. The CERTIFICATE OF LIABILITY INSURANCE shall also provide that the insurance coverage shall not be amended, altered, canceled, or reduced without providing at least ten (10) days advance written notice to both the insured as well as to the City of Missoula. The CERTIFICATE OF LIABILITY INSURANCE shall be filed by the PERMIT HOLDER along with their application for a permit.”
4. The PERMIT HOLDER shall not assign or transfer this Special Use Permit or sublet any portion

thereof without the written consent of the City of Missoula.

5. The PERMIT HOLDER, 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 race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression.
6. Any Alcohol being served or sold to the public needs to be provided through a business with a Cabaret License, or organization needs to obtain a Special Revenue Permit from the State of Montana.
7. An Individual or organization who allows alcohol to be consumed by participants may be held responsible for death, personal injuries, medical bills and any damages that may occur as a result of allowing alcohol consumption at their event.
8. It is the sole responsibility of the Permit holder to be in compliance with any State or Local Health regulation with respect to food and drink, in addition to state or county licensing requirements.
9. The PERMIT HOLDER is responsible for picking up all garbage generated from the event and when specified on your permit to remove excess from site. Events at Marshall Mountain are required to comply with City ZERO-by Fifty policy to recycle aluminum and plastic bottles. Plan must be submitted as part of the Permit packet.
10. The PERMIT HOLDER will be responsible for any and all damages that occur to Parks and Recreation facilities due to USER'S negligence or willful action.
11. The Missoula Parks and Rec. Dept. shall have the right to terminate Special Use Permits if it is determined the PERMIT HOLDER is not acting in the best interest of the general public, the City of Missoula, or they are in non-compliance with permit policy/terms and conditions.
12. **Deposit Checks not pick up by two weeks after the event will be destroyed**
13. The Parks and Recreation Department reserves the right to allow more than one Special Use Permit at a facility, or on conservation lands.
14. PERMIT HOLDER agrees that the City of Missoula and/or its designated representatives may enter upon the used facilities or area as described herein at all reasonable times to make inspection in conformity with this Special Use Permit Agreement.
15. Permit being issued for an event/work/or educational purposes on conservation lands will be given separate terms and conditions as related to the specific area to be used. USER agrees to abide by all rules and regulations of these attached terms specific to use of conservation lands.

**By signing I am acknowledging and agree to the terms and conditions of this permit**

\_\_\_\_\_  
(Signature of Organization Representation)

\_\_\_\_\_  
Date

## **Additional requirements for Outfitters at Marshall Mountain**

**Portable Toilets** – if event is longer than 4 hours and includes more than 25 people - the appropriate number of portable toilets must be provided and/or have an approved plan for providing restrooms. All toilets must be placed only in approved predesignated locations.

**Trash and Waste** – ALL waste generated by the event/use must be packed out and disposed of. Use of park garbage cans is not acceptable as disposal site. Specific plans for recycling must be included as part of the permit.

**Trail Condition Check** – prior to event all trails and locations must be checked for conditions to insure they are appropriate for use and the event/use will not severely impact the condition of the trail/location. A plan for alternative routes in case of inclement weather must be included as part of the permit.

**Parking** – The event parking area will be available and a parking plan must be submitted for all MEDIUM and LARGE special events (>50 participants). Parking plan must designate a priority parking area for physically handicapped attendees and a 20ft fire lane present per county policy in all parking areas to give access to all points on the property for emergency vehicles. A plan for providing shuttles from off-site to the base area must be provided for LARGE special events only.

**Vendors and Suppliers** - Any contracted vendor selling food or products is included as part of the event must submit a Parks and Recreation Concession Permit. It is the duty of the PERMIT HOLDER to obtain and turn in all these items

**Alcohol** – if alcohol will be present at the event/use a Parks and Recreation Alcohol Permit must be completed along with a Special Revenue Permit from the State of Montana. All alcohol must be served by caterer with a cabaret license.

**Option for tax-free donation** – all events (not outfitter or athletic team permits) charging a fee to participate must provide an option for participants to make a tax-free donation for the long term management and public acquisition of Marshall Mountain Park.

**Motorized Vehicles** – permittees, but not participants and public, may drive inside the green gate at the far end of the parking lot to set up if they stay on double track gravel roads. Usage of this area must be clearly requested in the permit application. Locking the gate to this area after the event is the sole responsibility of the permitted. If permittee fails to lock this gate they assume liability for any damage to the site and/or may become ineligible for future permits at Marshall Mountain Park.

**Tent/Canopy Securing** – must be done with weights (not stakes) to prevent hitting irrigation and power. You must include a map of where you will be setting up tents and canopies.

**Fires and BBQ** – fires must be kept in the designated fire pit. All BBQ must be kept within appropriate and approved BBQ grills. Both fires and BBQs may **only** occur during appropriate burning windows as dictated by Missoula County Fire Protection Agency  
[https://mcfpa.org/fire\\_danger.htm](https://mcfpa.org/fire_danger.htm)

**Accident Policy** - In the event of an accident or injury, the permit holder is required to fill out an Accident Report Form and submit it to the City of Missoula Parks and Recreation Department as soon as possible, Accident Report Form can be found online at [www.missoulaparks.org](http://www.missoulaparks.org).

**REFUNDS** - Qualifications to receive a refund of both event fee and deposit fee - Notification for Cancellation must be received at least 21 days prior to the reserved date.

**DAMAGE Policy** -Should events during inclement weather result in damage to infrastructure, base area, or trails- repair cost will be deducted from security deposits based on inspection by MPR representee. Should damage exceed deposit, the named renter who reserved facility will be invoiced for the difference.

- Misuse (other than intended) resulting in damage, or a pattern of misuse, will result in the permitted loss of use, and will affect its ability to reserve in the future.
- Damage to facilities will negatively impact an permitted “Good Standing” status, and may result in loss of ability to reserve Marshall Mountain in the future

## **What uses are excluded from Marshall Mountain Park?**

**Bounce Houses** - It has been determined by the Montana Municipal Interlocal Authority (MMIA) that there is considerable risk associated with inflatable structures including bounce houses. **Therefore,** \

**Bounce Houses and inflatable play structures will not be permitted at MMP**

**Dogs** – no dogs will be permitted on property at this time.

**Overnight Camping/Parking** – no overnight camping or parking will be permitted at this time.

**Weddings** – no weddings will be permitted at Marshall Mountain Park at this time

**Usage of Buildings** – Usage of the main lodge and bar building will not be permitted at this time. Usage of select outbuildings will be considered on a case-by-case situation.

## **SECTION 3: Permit Requirements**

**City of Missoula Parks & Recreation requires the following items in order to process this Permit Application.**

- A complete Marshall Mountain Outfitter Permit Application (this form)
- A Certificate of Liability Insurance from your insurance provider which shows:
  - The permit applicant as the insured part
  - In accordance to Montana State statute, section 2-9-108 MCA a minimum amount of \$750,000 for each claim and \$1.5 million for each occurrence must be provided. Valid throughout the requested permit dates.
  - City of Missoula , Five Valleys Land Trust AND Izzy Dog LLC named as additional insured on the certificate.
    - City of Missoula: 435 Ryman St, Missoula, MT 59802
    - Izzy Dog LLC: 131 South Higgins, Suite P-1, Missoula, MT 59802
    - Five Valleys Land Trust: 120 Hickory St, Missoula MT 59801
- Completion of season an ACTUAL use worksheet is due by Dec 1<sup>st</sup> of each calendar year.
- FEE and Use Allocation
  - Fees will be due at the time of the approved actual use report and no later than Dec 1<sup>st</sup> each year

- o Additional uses outside of proposed use will ONLY be allotted at the discretion of the permit administrator and fees associated will be due at the time of the actual use report due date of Dec 1<sup>st</sup> each calendar year.

MARSHALL MOUNTAIN PARK PERMIT constitutes the entire agreement between parties hereto. In consideration of the covenants herein expressed, the City of Missoula Parks and Recreation Department hereinafter called the “City”, does hereby grant permission to organization/individual below hereinafter-called “Permit Holder”

\_\_\_\_\_  
(Signature of Organization Representation)

\_\_\_\_\_  
(Date)

MARSHALL MOUNTAIN PARK PERMIT is approved and issued to the event organizer with the following additional requirements:

\_\_\_\_\_  
Permit Administrator

\_\_\_\_\_  
Date

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**MISSOULA PARKS AND RECREATION STAFF ONLY**

ITEM	INFO & STAFF INITIALS
<b>Date Received:</b>	
<b>Is Application Complete:</b>	
<b>Signed MMP Permit Agreement:</b>	
<b>Completed proposed use worksheet</b>	
<b>Liability Insurance from Permit Holder</b>	
<b>Actual Use Report submitted</b>	
<b>Fee Collected</b>	

