Office Use Only
Date Received _____ Total Fee Paid_____ Dates Scheduled_____
Key #____ Date Key Returned_____ Keys picked up at MSU Stillwater County Extension Office on the day of event, unless it is a weekend event, then they may be picked up before 4:30 p.m. Friday.

STILLWATER COUNTY PAVILION RENTAL AGREEMENT

(Revised May 30, 2013)
328 E. 5TH Ave. N., Columbus, MT 59019

Contracting Party:_____ Phone Number: _____

2nd Contact Name:_____ Phone Number: _____
Event Name: _____Dates requested_____

Mailing Address: _____

Initial_____ **Contracting party MUST BE STILLWATER COUNTY RESIDENT!!!!**

DAILY RENTAL CHARGES:

$0 ____ Public School Functions, County Meetings

$0 ____ County-Wide Functions: A waiver of rental charges may be granted by the County Commissioners on a case-by case basis for events such as family disaster fund raisers.

$25.00 x____ = $____ Educational: Lectures, workshops, seminars, weed & livestock programs, special youth meetings, church films, etc.

$35.00 x____ = $____ Organizational Benefits: Fund Raising Community clubs (youth organizations, churches, civic groups, and fraternal groups) and funeral receptions.

$100.00 x___ = $____ Community, Family, and County Events: - Town events, anniversaries, weddings, receptions, & reunions.

$125.00 x ___ = $_____ Business Meetings, Commercial/Private: Events generating income for private groups/ individuals or a business. *(Such as auctions/sales; garage sales; arts & craft sales, business promotions or any other event for personal, group or business profit.)*

ADDITIONAL CHARGES:

$100.00 ___ Use of outside facilities and buildings, with Commissioners' approval.

$50.00 x ____ =$_____ Each extra day before & after event (Entry to Fairgrounds allowed ONLY on days rented)

DAILY FEES:

$50.00 x____ =$_____ Kitchen Use per day.

$25.00 x____ =$_____Utilities charge per day, September 15 thru May 15.

$35.00 X _____ DAYS = $_____ Cleaning.

In addition, you *must* follow cleaning instructions given to you at time of signing the rental contract.

***Grand Total* $_____ + *Annual* Event Reservation, non refundable Deposit of $25.00 = $_____**

Renter agrees that the premises will not be considered rented until payment made through the Stillwater County Treasurer's Office (bring receipt), proof of insurance, and the signed original of this Agreement and Hold Harmless Agreement are delivered to the Stillwater County Extension Office, PO Box 807, Columbus MT 59019. ****Renter also agrees that no alcoholic beverages will be sold or served without Permit and Proof of a $1,000,000. Insurance policy in effect, prior to event. _____ *If your event is being catered, we must have proof of insurance from them also if alcohol is involved.)* Initial

Signature: _____

____I have received and read the copy of renter responsibilities/cleaning rules.
Initial

____I understand additional charges may apply if renter responsibilities/cleaning rules are not followed.
Initial

____I understand that 50% of my payment will be kept if cancellation is not made two months prior to the event.
Initial

____I will provide proof of insurance for this event before the keys will be released to me or my organization.
Initial

____I will not, nor will any one associated with this event, enter the Fairgrounds/Pavilion before the contracted dates.
Initial

HOLD HARMLESS AGREEMENT
For groups or organizations

Name of contracting entity_____, its officers, employees and members shall, through the signing of this Agreement by an authorized party or agent, indemnify, hold harmless and defend the County of Stillwater, MT, and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the County as a result of loss, damage or injury to a person or property by reason of any action or omission by _____its agents or employees, for the following activities:

_____

_____

_____

Name: _____ Signature:_____

Signed this _____ day of _____20_____
By _____
Title_____

HOLD HARMLESS AGREEMENT
For individuals

I _____, through the signing of this Agreement hold harmless and defend the County of Stillwater, MT, and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the County as a result of loss, damage or injury to a person or property by reason of any action or omission by, _____ for the following activities:

_____

_____

_____

Name: _____Signature:_____

Signed this _____ day of _____20_____

Keep for your records

RENTERS RESPONSIBILITIES
STILLWATER PAVILION

1. Pick up the keys at the Extension Office before 5pm on Friday. You may enter the Fairgrounds only on the days rented. Return the keys by noon the following Monday. There is a drop box inside the North entrance of the courthouse. **A $10 fee will be assessed for each day beyond this time that the keys have not been returned.**
2. The Stillwater Extension Office acts only as the scheduling agent for the Pavilion and is not responsible for any of the procedures or problems that arise with the rental of the building and/or grounds.
3. Notify the Stillwater Extension Office if you notice any problems in the facility **before** you move in.
4. Stillwater County will not be liable for equipment or food left unattended at the Pavilion.
5. **Damages must be repaired within 48 hours**. It will be up to the group using the building to make satisfactory repairs (equal to the original installation). If repairs are not made, that individual or group signing the contract will not be allowed future use of the facility and will be billed for repairs by repairman of our choice. This includes items that have been stolen from the Pavilion, including but not limited to tables and chairs.
6. The County agrees to furnish supplies such as hand soap, paper towels, and toilet tissue for the bathrooms. You are required to furnish your own dish soap, dish cloths, and dish towels.
7. **Should any of the policies be abused, a base charge of $75.00** will be assessed against the organization or individual in charge of the event or use. Serious consideration with a sizeable down payment charge, will be charged for future functions by the group or individual.
8. The security for the fairgrounds is up to the group using the facilities. Stillwater County does not assume responsibility for theft or damage to personal property or exhibits while used by an individual or group. Police Protection may be required by the County Commissioners on a case-by-case basis.
9. If any vandalism is detected during the process of cleaning you will be notified and will be expected to pay for damages. **YOU ARE RESPONSIBLE FOR YOUR POSSESSIONS AND GUESTS**.
10. If all cleaning procedures are not followed **YOU WILL BE BILLED FOR ADDITIONAL CLEANING CHARGES.**

LIQUOR POLICY: State law prohibits the sale of beer, wine, or hard liquor without proper license in the facilities at the fairgrounds in Columbus. The Bottle Club Law and beer and table wine license provides for the use of liquor at public functions.

OPTION A: A private function not open to the public can have beer, wine, and hard liquor without license. If advertised and open to anyone who comes (public) this does not apply.

OPTION B: The Bottle Club Law does not allow the BYOB (Bring Your Own Bottle) at Public Functions. Tickets sold for music, dinners, general admission, etc., prohibit the use of hard liquor furnished by guests and the sponsoring group providing a set-up (glasses & ice).

OPTION C: A license to sell hard liquor can be obtained by contacting a tavern, which has purchased a catering endorsement.

OPTION D: A beer and table wine license can be obtained by submitting application. The application must be in Helena 10 days prior to the event. The application can be found on the MT Department of Revenue website. http://revenue.mt.gov/formsandresources/downloadable-forms/liquor-licensing.mcpx

The Stillwater Pavilion is county property and we would appreciate it if each renter would take care of it as if it was his or her own. If you have any questions or problems, please call the County Commissioners at 322-8010 during normal business hours.

OVER FOR CLEANING DIRECTIONS

RENTERS CLEANING CHECKOFF LIST
STILLWATER PAVILION

IF ALL CLEANING PROCEDURES ARE NOT FOLLOWED YOU WILL BE BILLED FOR ADDITIONAL CLEANING CHARGES.

You must complete all cleaning by 2:00 a.m. of the day after your rental, otherwise a $50.00 fee will be billed. Return the key to the drop box in the lobby of the Courthouse by noon the next day or a $10.00 fee will be billed for each day the key is in your possession.

- ❑ **WASH OFF ALL TABLES AND CHAIRS BEFORE STACKING.**
- ❑ **STACK CHAIRS ON THE SOUTH WALL** 10 Chairs per stack; seats of the chairs facing the wall.
- ❑ **STACK TABLES ON THE NORTH WALL** Stack plastic tables separately.
- ❑ **REASSEMBLE STAGE PROPERLY AND PLACE IT ON THE NORTH WALL, IN ITS ORIGINAL SECTION.**
- ❑ **WASH AND PUT EVERYTHING AWAY IN THE KITCHEN – ALL FOOD MUST BE REMOVED. DO NOT POUR GREASE INTO SINK.**
- ❑ **ALL GARBAGE MUST BE PICKED UP IN AND AROUND THE BUILDING.** Bag and put in blue box at the west end of the building. Do not stack in front of containers.
- ❑ **REMOVE ALL DECORATIONS, MATERIALS, OR SALE ITEMS**
- ❑ **CHECK THE KITCHEN AND BATHROOM DOORS** They need to be closed tightly to prevent freezing of water lines
- ❑ **TURN OFF OVERHEAD FURNACE**
- ❑ **TURN OFF ALL OF THE LIGHTS**
- ❑ **LOCK THE DOORS AND THE GATE** *YOU ARE RESPONSIBLE FOR ANY DAMAGES THAT MAY OCCUR IF THE DOORS ARE LEFT UNLOCKED.*
- ❑ **RETURN THE KEYS TO THE EXTENSION OFFICE DROP BOX INSIDE THE NORTH ENTRANCE TO THE COURTHOUSE BY NOON FOLLOWING A WEEKEND EVENT, OR THE DAY AFTER A WEEK DAY EVENT. YOU WILL BE BILLED A $10.00 FEE PER DAY IF KEYS ARE NOT RETURNED PER THIS AGREEMENT.**

Transcript Records

INSURANCE REQUIREMENTS BY EXPOSURE CLASS:

A. High-

1. Require a signed agreement that includes:
   a. At least $1,000,000/occurrence liability limit proof of liability insurance,
   b. the County added as additional named insured and
   c. a signed Hold Harmless Agreement (as part of the User Agreement)

Note: If liquor is to be served or consumed the event automatically becomes a high exposure event.

Examples include:

Animal Acts	Evangelistic Meetings	Public events with security concerns
Animal Racing	Fireworks	Pop/Rock Concerts
Arcades	Go-Karts	Races/Truck Pulls/ Mud Rallies
Carnivals	Gun Shows	Religious Assemblies
Circuses	Logging/ Lumberjack shows	Rodeos
Political Rallies	Parades	Conventions
Shooting Competitions	Sporting Events	Picnics with pool or lake activities
Political Rallies	Dances or Concerts with more than 1,000 people	

B. Medium-

1. Require a signed agreement that includes:
   a. $500,000/ occurrence liability limit proof of liability insurance and
   b. a signed Hold Harmless Agreement (as part of the User Agreement)

Examples include:

Horse Shows	Debuts	Dances or Concerts – less than 1,000 people
Debutante Balls	Family Reunions	Charity/School Carnivals (no rides)
Festivals	Reunions-Class	School Band/ Drill Team Competition
Wedding Receptions	Proms	

C. Low/ Light-

1. Require a signed agreement that includes:
   a. $500,000/occurrence liability limit proof of insurance and
   b. a signed Hold Harmless Agreement (as part of the User Agreement)

Examples include:

Auctions	Musicals	Show-Animal /Livestock
Award Presentations	Pageants	Antique, Art, Auto Boat shows
Banquets/Luncheons	Phone-a-thons	Business, Consumer
Bazaars	Picnics with no lake/pool activities	Sales
Bingo Games	Craft, Dance, Fashion	Flower, Garden, Home
Craft Shows	Rummage sales	RV, Trade, and Vacation
Dinner Theater	Graduation	Educational Exhibits
Speaking Engagements	Scouting Jamborees	Social Gathering
Theater Performances	Flea Markets	Swap Meets
Seminars	Job Fairs	Meetings

Montana Department of REVENUE

Application For Special Permit to Sell Beer/Table Wine

Return to:
Montana Department of Revenue
Registration and Licensing
P.O. Box 1712
Helena, MT 59604-1712

MONTANA
SpecPerm
Rev. 4-03

Check type of organization:	**Fee:**
501(c)(3) organization (limit up to 3 per year) *	$10 per day
501(c)(3) intercollegiate athletic fund-raising organization (limit up to 12 per year) *	$10 per day
501(c)(4) civic league or organization (limit up to 12 per year)*	$10 per day
501(c)(6) chamber of commerce or business league (limit up to 12 per year)* (Must provide proof of liquor liability insurance)	$10 per day
Accredited Montana post secondary school (limit up to 3 per year)	$10 per day
An organization operated to raise funds for a needy person	$10 per day
Licensed veterans or fraternal organization (limit up to 3 per year)	$10 per day
Professional sports organization (seasonal)	$1,000 per season
Junior hockey team (seasonal)	$1,000 per season

***A copy of your IRS tax exempt certificate must be attached or on file with the department**

Section 1: Applicant Information

Applicant _____

Address _____
Street City State Zip

Purpose for event _____

Date(s) for which special permit is desired _____

Exact location where beer/table wine will be sold and consumed _____

Section 2: Local Law Enforcement

To be completed by a local law enforcement official:

I approve of the described event _____
Print name and title

Signature and date _____

I disapprove of the described event _____
Print name and title

Signature and date _____

Section 3: Applicant Acknowledgment

Beer/table wine will be sold and consumed within the enclosure where the event is to be held and only on the above-designated date(s). The location of the event is not within 600 feet and on the same street as a school or church.

The application, applicable fee, and approval of local law enforcement must be received by the Department of Revenue, Registration and Licensing, three days in advance of the earliest date for which the permit is desired.

If granted a permit, the applicant, any agent, or employee will abide by all the laws, rules and ordinances, relating to the sale of beer and table wine. The applicant understands that violation of any department rule, state, or any local ordinance relating to the sale of beer or table wine by the applicant, any agent, or employees, shall be sufficient grounds to revoke the permit. Any authorized employee of the Department of Revenue, or its duly appointed representative and/or any peace officer of this State shall have the right to examine the permittee's premises at any time.

_____
Print name and title of authorized official of applicant

_____
Signature of authorized official of applicant

_____
Federal ID Number for Applicant

(_____)_____
Contact Phone Number

(_____)_____
Fax Number

Samples of Qualified Organizations

An organization or institution that has a tax-exempt designation under section 501(c)(3) of the Internal Revenue Code

An organization or institution that is organized and operated to raise funds for a needy person

An accredited Montana postsecondary school

A civic league or organization that has a tax-exempt designation under section 501(c)(4) of the Internal Revenue Code

An organization authorized by an accredited Montana Postsecondary school to engage in fund-raising activities for intercollegiate athletics that has a tax-exempt designation under the provisions of section 501(c)(3) of the Internal Revenue Code (Only one organization for each Montana postsecondary school may be authorized under this section)

An association or corporation engaged in professional sporting contest or junior hockey contests

A chamber of commerce or business league that has a tax-exempt designation under section 501(c)(6) of the Internal Revenue Code (The chamber of commerce or business league receiving a special permit must obtain liquor liability insurance for any event conducted)