



FACILITY LEASE AGREEMENT

This Lease, made and entered into this [DAY] of [MONTH], 2022.

by and between the Missoula Public Library, hereinafter referred to as the “**Lessor**”, and [ORGANIZATION, INDIVIDUAL NAME] hereinafter referred to as the “**Lessee**.” The parties agree as follows:

1. **Property:** The Lessor agrees to lease to Lessee, and the Lessee agrees to lease from the Lessor, the following Property managed by the Lessor and described as follows:

- a. [ROOM]
- b. [PARKING SPACES]
- c. [OTHER]

2. **Term:** The term of this Lease shall be for [EVENT DATE(S) AND TIMES INC SETUP]. During the term of this lease, Lessee shall have the right to use of the facilities described in section 1, subject to any other conditions in this Lease.

3. **Deposit:** Lessee shall submit a damage deposit (“Deposit”) of \$[DEPOSIT AMOUNT] to secure compliance with all the conditions of this Lease. The Deposit is in addition to and separate from the Rent. The Deposit shall be paid to the Lessor at 455 E Main St, Missoula, MT, no less than 30 days prior to the Lease date(s). The Deposit shall cover cleaning expenses and repairs attributable to Lessee’s failure to maintain the Property or the Missoula Public Library generally. Lessor shall return the Deposit within 30 days of the termination of the lease agreement. If necessary, fees for damages and cleaning expenses shall be deducted from the damage deposit. If the deposit is insufficient to satisfy Lessor’s claims for obligations under the lease agreement, Lessor may collect the deficiency from Lessee and Lessee will be responsible for all collection fees and costs.

4. **Rent:** Lessee shall pay Lessor a total of \$[RENTAL AMOUNT] for use of the Property. To reserve the Property, Lessee shall pay Lessor [50%] of the Rent at the time of signing of this Agreement, which shall be a non-refundable and non-transferrable reservation deposit. The remainder of the Rent shall be paid to Lessor no less than 30 days prior to the Lease date(s). The foregoing Rent amount is determined according to charges and fees specified on the attached Exhibit A. By this reference, Exhibit A is made a part of the Lease.

5. **Additional Payments:** Lessee is responsible for any additional payments in the amounts and for the purposes identified in Exhibit A. Payments shall be made to the Lessor on the same date as specified in Section 4.

6. **Purpose:** Lessee shall use the Property for [EVENT TYPE]. Lessee shall restrict the uses of the Property to those activities stated in this Lease and shall not use or permit the use of the Property for any other purpose without the written consent of Lessor. Lessee shall use the Property in a careful and proper

manner and shall comply with all laws, ordinances, and regulations relating to the possession, use, and maintenance of the Property.

7. Capacity: To ensure appropriate group flow and safety, Lessee agrees that event groups will be limited to a maximum number of **[MAXIMUM #]** people inside the Property. This number does not include any reasonable number of vendor staff.

8. Noise Level: Lessor is authorized to lower the sound provided by a band, DJ, or other even music if it is deemed in its judgment to be too loud.

9. Lease & Behavior Policies: Lessee acknowledges having received and read the Missoula Public Library Policy Manual, **[INSERT RELEVANT SECTIONS]**, incorporated herein by reference ("Policy Manual"). Lessee agrees to abide by all terms of the Policy Manual during the term of this Agreement. The Policy Manual may be found at: <https://www.missoulapubliclibrary.org/home/about/policies/>.

10. Event Contacts: Each party hereby designates the following individuals to serve as points of contact during the Lease term.

Lessor:

[Name:]

[Title:]

[Telephone Number:]

[Email Address:]

Lessee:

[Name:]

[Title:]

[Telephone Number:]

[Email Address:]

11. Preparation Meeting: Lessee is required to meet with Lessor in person (preferred), online, or over the phone at least 30 days prior to the commencement of this Agreement for the purpose of reviewing the terms of this Lease and the Policy Manual and to ensure the parties' mutual understandings and expectations.

12. Alternations/Improvements and Decorations: Lessee shall make no alterations or improvements or add any decorations to the Property without prior written consent of Lessor. Lessee shall not place bolts, screws, or nails in any structure for securing any displays, banners or promotional materials without the prior written consent of Lessor.

13. Maintenance: Lessee shall keep the Property in good repair during the time of this Lease.

14. Security: Lessee acknowledges and agrees that Lessor requires on-site security after the Missoula Public Library closes to the public. Lessor will provide one security monitor from the time of the library closing until the end of the Lease term. If Lessee wants additional security, Lessee will be responsible for the cost of the additional security.

15. Right of Inspection & Occupancy Interruption: Lessor shall have the right to enter the Property for the purposes of inspection for the compliance with this Lease and any other laws or regulations during the time of this Lease. Lessor reserves the right to access all areas of the Missoula Public Library for facility operations at any time.

Lessor retains the right to cause the interruption of any event in the interests of public safety. Lessor retains the right to cause the termination of the event when to do so is necessary in the interests of public safety.

16. Liens and Encumbrances: Lessee shall in no way cause the property to be liened, mortgaged, or encumbered during the term of the Lease.

17. Permits and Licenses: Lessee shall obtain all permits and licenses necessary for engaging in all activities connected with Lessee's use of the Property and submit copies of all permits and licenses to the Lessor at least 30 days prior to the event.

18. Utilities: Basic electrical services are included without additional fee. Utilities include electric, water, climate control, and internet. Public Restroom facilities are available.

19. Concessions and Catering: Lessee may operate or permit a vendor to operate concessions or catering during its use of the Property provided vendor obtains all licenses and permits necessary for its operations. Lessee will be responsible to ensure supervision during vendor move-in/move-out, or can request, for an additional fee, that Lessor monitor the process, to avoid damages to the Missoula Public Library. If Lessor must intervene to protect the building, Lessee agrees to be charged additional fees for staff time.

Will catering/concessions be: Served: [Y/N] Sold: [Y/N]

20. Fire & Heating Devices: Lessee agrees that it will not possess or use any open flames or devices emitting flame, fire, or heat or any flammable or combustible liquids, gas, charcoal, or other cooking device an adequate, on the Property or the Missoula Public Library generally. This includes propane heaters of any kind, burn barrels, bonfires, and similar heating devices.

If Lessee requires use of any device or material described in this section, it must obtain prior written approval from Lessor at least 30 days prior to the event.

21. Alcohol: Lessee acknowledges and understands that Lessor prohibits the sale, distribution, or consumption of any alcoholic beverage on the Property without express written consent of the Lessor. If Lessee intends to serve alcohol during Lessee's use of the Property, Lessee acknowledges being aware that there are strict rules and potential liability. Regarding permits and licenses, Lessee must obtain all permits and a license, ensuring that all criminal laws are complied with including that underage consumption of alcoholic beverages does not take place and open container laws are complied with. Additional questions should be addressed to local law enforcement. Regarding civil liability, Lessee acknowledges being aware that there are a number of scenarios where liability may be incurred. Lessee acknowledges that under other provision of the lease, Lessee had agreed to indemnify Lessor for those situations.

If Lessee requires any type of alcohol sales, an alcohol sales permit/license must be present at all times during scheduled event and a copy of the permit/license must be submitted to the fair office. Lessee will be allowed to serve alcohol to guests during a non-profit, family-oriented private event such as a wedding reception or reunion.

If Lessee engages in the sale, distribution, or consumption of any alcoholic beverage on the Property, Lessee shall maintain liquor liability insurance covering these activities. The liquor liability insurance shall have minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Lessor and Missoula County as additional insureds on a primary and non-contributory basis.

Definitions:

Liquor / Spirits includes brandy, fruit brandy(schnapps), gin, rum, tequila, vodka, and whisky, consequently all alcoholic beverages other than beer and wine are generally referred to simply as spirits.

Will alcohol be: Served: [Y/N] Sold: [Y/N] If Sold: liquor permit carrier: [CATERER NAME]

22. Additional Equipment: No more than thirty (30) days before the event, Lessee shall consult with Lessor regarding its need for use of Lessor's equipment and furniture. Lessor shall set up and take down within the Property all requested equipment and furniture depending on its availability at no additional charge. Lessee is responsible for the care and cleaning of such equipment and furniture and may not remove any equipment or furniture from the Property.

Lessee must receive prior written approval from Lessor to bring in outside equipment and furniture. Lessee will be responsible to ensure supervision during move-in/move-out of such equipment and furniture, or can request, for an additional fee, that Lessor monitor the process, to avoid damages to the Missoula Public Library. If Lessor must intervene to protect the building, Lessee agrees to be charged additional fees for staff time.

23. Clean Up & Waste Removal: The Lessee is required to remove all trash and place it into the trash bags. Lessor is required to collect trash bags and place in garbage dumpsters located at the Missoula Public Library. Lessee is responsible for clean up during and immediately after the event. If the cleanup is not satisfactory and has to be completed by the Lessor facilities staff, funds to cover clean up may be deducted from the Lessee's Deposit. If required, Lessor reserves the right to either hire a third party to perform the cleanup or to perform it on its own at a rate of \$50.00 per hour.

24. Lessee Personal Property: Lessee agrees that Lessor shall not be responsible for any damaged, lost, or stolen personal property belonging to Lessee. Lessee agrees to remove all personal property from the Missoula Public Library premises by the end of the Lease term. If all personal property and persons, including Lessee's vendors, are not removed from the Property by the end of the Lease term, Lessor may, at its discretion, charge Lessee a **\$500** late exit fee. If Lessee does not remove its personal property within **[24 hours]** of the end of the Lease term it shall be deemed abandoned and Lessor may dispose of it.

25. Advertising: Lessee shall conduct and be responsible for any advertising it chooses to do in connection with its use of the Property unless otherwise agreed to in writing with the Lessor. Lessee shall not use bolts, screws, nails, or any other damaging hardware to affix any advertisements, posters, or banners to Lessor's Property without prior written approval.

26. Surrender: On expiration of the term of this Lease, Lessee shall deliver the Property to Lessor.

27. Condition of Property: Lessee acknowledges having inspected the Property, the areas around the Property prior to taking possession of the property. Lessee accepts the property "As Is" and agrees to return the property to Lessor in as good a condition as it now is on the expiration of the term of this Lease.

28. Events Constituting Default: The following events shall constitute default on this Lease. (a) Nonpayment by the Lessee of any sum required to be paid by the Lessee under the terms of the Lease; (b) Nonperformance by the Lessee or Lessor of any covenant or condition of the Lease.

29. Right to Prevent Default: Should Lessee fail to make any payment or do any act required by this Lease, the Lessor shall have the right, at its option, without notice or demand on the Lessee, to make such payment or do such act. All expenses incurred by Lessor in preventing the default of Lessee shall be due and payable from Lessee to Lessor on the date the expenses are incurred without demand and shall bear interest at the rate of twelve (12) percent per annum from the date incurred until paid by Lessee.

30. Rights on Default: On default of the Lessee under the terms of the Lease, Lessor may immediately exercise any or all of the following options: (a) Declaring all rent hereunder for the entire term of the lease immediately due and owing; (b) take possession of the Property; (c) provide notice of default and opportunity to remedy within a reasonable time. The remedies herein afforded to the parties are non-exclusive and are to be considered in addition to all rights, remedies, and actions Lessor might have under the laws of the State of Montana.

31. Cancellation and Termination: If Lessee should cancel its event and terminate this Lease at any time up to thirty (30) days prior to the start of the Lease term, Lessor shall refund to Lessee any Damage Deposit and Rent payments up to the **[50%]** reservation deposit. Lessee acknowledges and agrees that its **[20%]** reservation deposit is non-transferrable and non-refundable.

If Lessee should cancel its event and terminate this Lease within thirty (30) days of the start of the Lease term, Lessor shall refund to Lessee any Damage Deposit. Lessee acknowledges and agrees that Rent payments are non-refundable if this Lease is terminated within thirty (30) days of the start of the Lease term.

Lessee acknowledges and agrees that Lessor may, at its discretion, terminate this Lease and require Lessor's users and vendors to vacate the Property, during the event if necessary, if Lessor's users and vendors fail to adhere to all rules and policies and conform to the proper use of the Property. Lessee acknowledges and agrees that in the event of such termination it will forfeit any and all fees and Rent.

32. Notice: Notice given hereunder shall be served upon the parties by registered or certified mail sent return receipt requested. Such mail shall be directed to the parties at the following address:

Lessor:

Missoula Public Library
455 E Main St
Missoula, MT 59802

Lessee:

[Organization name, Representative name]
[Mailing Address]
[City, State Zip]

Notice served by mail shall be deemed received when deposited in the United States Post Office. In the event the parties change their address, they shall so advise the other parties. Any notice mailed to a previous address before notice of a change of address shall be fully effective.

33. Successors: This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

34. Entire Agreement, Modifications: This Lease contains the entire agreement between the parties. All preliminary negotiations and agreements are merged herein. This Lease cannot be changed or modified in any manner except by a written agreement signed by both parties.

35. Non-Assignment: Lessee shall not assign this Lease or sublet the Property without the written consent of Lessor.

36. Non-smoking: Lessee acknowledges that Missoula Public Library is a smoke-free facility. Vendors, staff, and guests must follow the no-smoking provisions of the Policy Manual.

37. Compliance with all laws and non-discrimination: Lessee agrees to comply with all federal, state, and local laws, rules, and regulations. In accordance with Montana Code Annotated Title 49, Chapters 2 and 3, Lessee agrees to not discriminate in the provision of goods, services, or public accommodations, or other protected activities.

38. Attorney's Fees: In the event either party may institute legal action for enforcement of this Lease, each party shall bear its own attorney's fees.

39. Destruction of Lease Property: If the Property is damaged or destroyed by fire, the elements, unavoidable accident, vandalism, or other casualty prior to or during the term of the lease, and if by reason of such occurrence the Property shall be rendered unusable only in part, the Rent during the time the Property is partially unusable shall be abated proportionately as the portion of the premises rendered unusable. If the Property shall be rendered wholly unusable by reason of such occurrence, the Lessor shall cause the damage to be repaired, and the Rent meanwhile shall abate until the leased premises have been restored and rendered tenable, or Lessor may, at its election, terminate this lease and the tenancy hereby created by giving Lessee within thirty (30) days following the date of the occurrence, written notice of Lessor's election to terminate the lease. In the event of such termination, rent shall be adjusted as of the date of the occurrence.

40. Indemnity: Lessee shall defend, indemnify, and hold harmless the Lessor, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorneys' fees, asserted by or awarded to third parties as a result of (1) any negligent action or omission or willful misconduct on the Lessee, its employees or agents; (2) any loss or damage to the Property or any personal or real property damaged as a result of Lessee's use of the Property from any cause that occurs during the term of this Lease.

41. Insurance: Lessee shall be required to maintain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate.

Lessee shall purchase and maintain automobile occurrence coverage with combined single limits for bodily injury, personal injury and property damage of \$500,000 per occurrence and \$1,000,000 aggregate

per year to cover such claims as may be caused by any act, omission, or negligence of Contractor and its employees, agents, representatives, assigns or subcontractors. Any Lessee/contractor/concessionaire driving their personal automobile shall maintain, and show proof of, the required minimums for the state of Montana.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. Lessee agrees to furnish proof of required insurance to the County prior to commencing work under this Agreement. County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by the County.

42. Place of Performance, Venue, Contract Interpretation: Lessee and Lessor agree that performance of this Lease is in Missoula County, Montana. In the event of litigation concerning it, venue is in the 4th Judicial District, in and for the County of Missoula, State of Montana. This Lease will be construed under and governed by the laws of the State of Montana.

43. Severability: If any part of this Lease is hereafter held to be void, illegal, or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written. Lessee has read and understands all information provided in this document, the policies incorporated herein, and other information pertaining to this rental and agrees to abide by all rules and regulations outlined therein.

Missoula Public Library Representative

Date

Lessee

Date

EXHIBIT A - FEE SCHEDULE

Under the terms of the Lease, Lessee is responsible for the following payments to Lessor:

1. Damage Deposit: \$[Damage Amount] (separate, refundable payment)
2. Reservation Deposit: \$[Reservation Deposit Amount] (paid [DATE])
3. Rent: \$[TOTAL RENTAL FEE] total (\$[DUE AMOUNT] due after reservation deposit applied)

Missoula Public Library will accept payment in the form of cash, personal checks, or credit cards. Please make all checks payable to "Missoula Public Library."

VENUE	PUBLIC	PRIVATE	NONPROFIT/COMMUNITY
Entire 4th Floor - Package 1*	\$2,500	\$4,000	\$1,875
Entire 4th Floor - Package 2*	\$1,500	\$2,250	\$1,125
Cooper Room A (140)	\$500	\$750	\$375
Cooper Room B (130)	\$500	\$750	\$375
Cooper Room A/B (270)	\$1,000	\$1,500	\$750
Blackfoot Room (26)	\$300	\$450	\$225
A/V set up & support	\$40 per hour	\$40 per hour	\$40 per hour
Security Guard	\$40 per hour	\$40 per hour	\$40 per hour
ADD ONS			
Reception area with kitchen	\$600	\$900	\$450
Balcony (49)	\$400	\$600	\$300

*Package 1: Saturday once a month; may set up starting at 12pm; space becomes private at 2:00

*Package 2: after hours event with one hour set-up time permitted at 5:00

All other rentals can begin set-up one hour before closing. No rentals M-W.

Price will be reduced if signees are renting tables and chairs from an outside vendor

Public = open to anyone, even if there is a ticket price

Open Hours

Mon – Wed 9am – 8pm

Thur 10am – 6pm

Fri – Sat 9am – 6pm

Sun 12 – 5pm