

CITY/COUNTY

CONFERENCE ROOM USE AGREEMENT FORM

Organization Information:

Name of Group or Organization: _____ Representative: _____

Is Organization Registered with the Montana Secretary of State's office? ___ Yes ___ No

Phone: _____ Address: _____ Email: _____

Event Details:

Room(s) Requested: _____

Date(s) of Use: _____

Meeting/Event Time(s): _____ Setup Time(s): _____

Equipment and/or Setup Requested:

Will technology support be needed? (i.e. projectors*) If yes, please be specific _____

Will admission be charged? ___ Yes ___ No

Facility Agreement: I, _____, hereby make request for use of conference room(s) as outlined and agree to the terms and conditions as stated on front and back of form. The City of Helena reserves the right to cancel this Agreement, when it is determined by the City of Helena that the conference rooms are needed for City or County purposes.

Signature of Organization's Representative: _____ Date: _____

To Be Filled Out by City/County Facilities Managers

Will Custodial Staff be required to open/close building? ___ Yes ___ No

Additional Instructions or Conditions:

Facilities Manager Approval: _____ Date: _____

Facilities Superintendent Approval: _____ Date: _____

*Conference room 326 has a projector installed (no computer), Room 330 has a projector and computer and is only available to large groups 31-70 or those that require the room configuration as it is.

**Conference room availability is Mon-Fri 7:00 a.m. – 9:00 p.m. (Not available on city/county observed holidays)

***Room Requests must be submitted at least one week prior to the scheduled meeting date.

RETURN FORM TO ROOM 151 at the City-County Building 316 N. Park Avenue or email to sburke@helenamt.gov

CITY/COUNTY CONFERENCE ROOM USE AND LIABILITY RELEASE AGREEMENT
City of Helena and Lewis & Clark County, Conference Room Use Policy

Premises and Conditions

Conditions of Conference Room Use - Use of City/County conference rooms in the City-County Administration Building or Law & Justice Center is conditioned upon the following covenants:

1. Organization must be registered with the Montana Secretary of State's office.
2. Meetings/events cannot be scheduled more than 4 weeks in advance without authorization from City/County Facilities Manager.
3. Meetings/events must be held only during designated hours (Monday-Friday 7:00 a.m. – 9:00 p.m.)
4. That no alcoholic beverages, tobacco, nicotine products, or other drugs are sold or consumed on the premises by the requesting organization or individual or any of its employees, patrons, agents, or members.
5. That no illegal games of chance or lotteries will be permitted.
6. That no functional alteration of the premises or functional changes in the use of such premises shall be made without specific written consent of the City/County Facilities Manager.
7. That adequate supervision is provided by the requesting organization or individual to ensure proper care and use of City/County conference rooms.
8. The presence of weapons, including firearms, must be previously reviewed and approved by the City/County Facilities Manager in accordance with Montana law.

Rent

There will not be a charge for the use of city/county conference rooms.

Indemnification

The requesting organization or individual, by signature below, hereby guarantees that the organization shall indemnify, defend, and hold harmless the City of Helena and Lewis & Clark County and any of its employees or agents, from any liability, expenses, costs (including attorney's fees), damages, and/or losses arising out of injury or death to any person or persons or damage to any property of any kind in connection with the organization or individual's use of the City/County facility, which are not the result of fraud, willful injury to a person or property, or willful or negligent violation of a law on the part of the City of Helena or Lewis & Clark County. The undersigned organization or individual accepts and assumes all such risks and hazards and does hereby release the City of Helena & Lewis & Clark County from any and all liability including, but not limited to bodily injury, personal injury, and/or property damage which are not the result of fraud committed, willful injury to a person or property, or willful or negligent violation of a law on the part of the City of Helena or Lewis & Clark County.

Insurance

(If Requested) The user of the facility shall provide the City of Helena with a certificate of insurance and endorsement to their property and liability policy. Said certificate and policy endorsement shall name the City of Helena as an additional insured. The certificate and policy shall show coverage for comprehensive general liability insurance for injuries to or death of any person or damage to or loss of property arising out of or in any way resulting from the described use of the facility. The insurance shall provide for amounts not less than \$1,000,000 for bodily injury or death to any one person or resulting from any one accident, and \$1,000,000 for property damage in any one accident or the policy may provide a combined single limit for bodily injury and property damage for \$1,000,000. The certificate shall contain a provision that the insurer not cancel or refuse to renew without giving the City of Helena written notice at least 10 days before the effective date of the cancellation or nonrenewal.

Special Events Coverage

(If Requested) The City of Helena requires the event holder to purchase a special event liability policy for the event, and to name the City of Helena as an additional insured on the policy. The event holder should provide the City of Helena with a certificate insurance outlining the coverage limits and that the City of Helena has been named as an additional insured on the policy. Minimum coverage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate should be purchased.

Assumption of Risk

The requesting organization agrees to indemnify, release and hold harmless the City of Helena, inclusive of its employees, administration, board of commissioners, and insurers from any and all civil liability involving any and all forms of injury except those that may arise as a result of willful, wanton or reckless conduct by the City of Helena or its agents adding unwarranted danger to participation in such event.

The requesting organization understands that the City of Helena will take all reasonable precautions to insure the risk of injury to individuals accessing the facilities or grounds is minimized. However, even though these precautions are taken there is still a chance of injury, and in rare instances even severe injury and death. The requesting organization understands the risks involved.

The City of Helena DOES NOT provide medical insurance for any individuals who choose to access and use the facilities.

Non-Discrimination

The City of Helena will consider requests for use of City of Helena conference rooms for political purposes and activity in accordance with Montanan law. The requesting organization or individual agrees to abide by non-discrimination clauses as contained in the Montana Human Rights Act and the Governmental Code of Fair Practices.

City of Helena's Rights

The City of Helena reserves the right to cancel this Agreement, when it is determined by the City of Helena that the City and County related business needs and City and County related boards, committees, and working groups needs for scheduling the rooms take priority over other user's requests.