



**NINE MILE COMMUNITY CENTER
USAGE APPLICATION and CONTRACT**

VERSION: January 2019

The Nine Mile Stark School House, Pavilion and Church (also known as the Nine Mile Community Center) are maintained to serve the community and available to rent for religious, educational, literary, charitable and social group functions. The buildings are also available for private parties as well as public community events. All functions and events are subject to the application process and approval by the Nine Mile Community Center Board of Directors.

Private Events

Private parties include birthday or anniversary parties, graduations, weddings and receptions, bridal or baby showers, reunions, and celebrations of life. All private events are required to pay applicable fees.

Public Community Events

Public community events include fund raisers for nonprofit organizations, local groups' social events, public meetings sponsored by government entities or nonprofits, and significant nondenominational religious holiday events (such as Easter or Christmas). The Nine Mile Community Center Board of Directors does not charge a rental fee for public events.

If you believe your event qualifies as a public community event, please provide us with a brief written statement explaining:

- the nature and purpose of your event; and
- your method of invitation/notification of the community.

Description of the Facilities

Stark School House: The Nine Mile Stark School House was built in 1915 and served as the valley's school until 1949, when it was deeded to the community. Today the School House utilizes propane heat, a wood stove downstairs, and has a modern kitchen. The "kitchen area" will seat *about* 35 people at tables; the "class room area" will seat an *estimated* 55 people; and the "downstairs area" will accommodate an *estimated* 85 to 100 people. There are modern restroom facilities as well. Tables and chairs are plentiful. In 1995, the building was listed on the National Register of Historic Places. We provide paper towels, toilet paper, and garbage bags. We do not have garbage service; thus renters will need to remove all their garbage from the premises.

Historic Church: The Church started out as a storage shed for the Beaver Dredging Company's dry land mining operations, probably in the 1930's. About 1949, local residents moved a building from a nearby mining camp to a property on Kennedy Creek Road, to serve as a community church. The pews, chancellery furniture and church bell came from the Cut Bank Presbyterian Church after it built a new church in 1950. In 2006, the church was donated to the Nine Mile Community and moved to its present location. The church can seat an *estimated* 65 people.

Pavilion: The Pavilion is a large outdoor covered structure (approximately 42' X 27'), with a cement floor, overhead lights and electric outlets. You'll notice the brands of local and historic ranchers on the upper beams of the Pavilion. The logs supporting the roof came from the Milltown Reservoir, east of Missoula. Please, no nails, screws, or other holes in this beautiful Pavilion. While there are no sides, it is estimated the Pavilion will comfortably cover *about* 208 people standing, or 149 sitting in chairs, or 70 sitting at tables.

Parking: We have parking for about 50 vehicles on site, with some additional limited parking along the County Road (vehicles must park in a safe manner, off of the main traveled part of the road). For large groups we encourage people to consider renting a bus service, or contact us for possible additional parking arrangements.

Tents: The grounds are fairly well apportioned, and essentially there is no room for large rental tents. The Pavilion and School House should satisfy most needs for a moderately sized event.

About Our Surroundings: The Nine Mile Community Center sits in the beautiful Nine Mile Valley, approximately 30 miles west of Missoula. Should you wish to find us, the physical address is 25620 Nine Mile Road, Huson, Montana. The Community Center is nestled in a lovely ponderosa pine forest, surrounded by National Forest, large and small private ranches, and nearby homes. We are a quiet peaceful valley, where wildlife abounds. After one visit to this very special venue you will see why we ask that dogs remain on leash, all trash is removed promptly, and that renters are respectful of adjacent private property—do not park on private property or block driveways and please be mindful of the hour and noise.

How To Schedule An Event:

To schedule an event at the Nine Mile Community Center, simply complete the following steps:

Fill out the Usage Application and Contract and mail it to the Nine Mile Community Center; P.O. Box 1061; Frenchtown, MT. 59834. For private events, your check for the \$100 Date Reservation Fee must accompany your completed form (or be mailed to us shortly after) to reserve your requested date(s). We will not set aside your date(s) until we receive this Date Reservation Fee (see Usage Contract Terms and Conditions). This Usage Application and Contract can be found on our website @ www.ninemilecommunitycenter.com . If you have additional questions, or would prefer to set up a site visit prior to reserving your date(s), you can contact us by email at ninemilecc@gmail.com.

After the event is approved by the Board of Directors, and your date is confirmed, you will need to make arrangements to pay the remainder of your fees and Cleaning/Damage deposit. These are **due** a minimum of 60 days before the date of your event. (Please see Page 6 for fee schedules.)

USAGE CONTRACT: TERMS AND CONDITIONS

Rental Fees

1. **Date Reservation Fee:** A **Nonrefundable Fee of \$100.00** is required to schedule a private event and must be paid upon completion of this contract in order to hold your desired date. The Date Reservation Fee is applied to the total rental fees. If a private event is cancelled and the facilities are rented to another party utilizing that same date, the reservation fee will be refunded.

2. **Cleaning and Damage Deposit:** We ask that you leave the facilities as clean as you found them. The Cleaning and Damage deposit fee is \$800. This is **due**, with the remainder of the rental fees, a minimum of 60 days prior to your event. The cleaning/damage deposit is **returnable** to the renter within 10 days after the event once the property has been inspected for damages and cleanliness, *and* all keys have been returned.

All garbage and trash must be removed from the site. We do not subscribe to garbage pick-up services, and any garbage left outside can, and will, attract bears. This can be dangerous for future renters, and for our neighbors. Facilities must be cleaned within 24 hours of the termination of the event. Failure to comply may result in forfeiture of some or all of the cleaning deposit. Any work that we must do to make the facility and surrounding areas clean again, will be charged at a rate of \$75/hour, with a 1 hour minimum. We require that *all tables and chairs be returned to where you found them during your set up*. The renter will be held responsible for repair of damages to the grounds and facilities. If cleaning is unsatisfactory, the renter will be notified first. Deductions from the Deposit may be up to the following amounts:

Cleaning grounds: \$250
Cleaning buildings: \$300
Trash removal: \$250

Additionally, failure to comply with the 10 pm end to music will result in forfeiture of 25% of your deposit (\$200).

3. **Facility Rental:** Rental of these beautiful facilities includes the Stark School House, Historic Church, and the large open air Pavilion. There are picnic tables for use outside near the Pavilion, and we have "sandwich boards" available that can be used to post directions, attach balloons, etc. Sandwich boards must be cleaned and returned to the Community Center as part of the clean-up responsibilities. Damaged, lost or stolen sandwich boards will be charged to the Renter. Please see the Fee Schedule on page 6.

4. **Use of Facilities Prior to or After Your Event:** Often times renters wish to decorate and otherwise get the site ready prior to their event, or cleanup the day after the event. There is *No Fee* for the use of the facility for this purpose. However, if the renters wish to utilize the facilities for a rehearsal, rehearsal dinner, or other such activity prior to the day of the event, then a fee is required for use, which helps us pay for additional 'wear & tear' on the facilities. Hours for this use are from 3 pm to 8 pm. Likewise, if the site is requested to be used the day after the event (for example a Sunday Brunch, or additional needs related to the main event for which the facilities are rented *other than* cleanup) then a fee will be assessed. No trash is allowed to remain outside overnight. Please see the Fee Schedule on page 6.

5. **Rental Fee Due Date(s):** The Date Reservation Fee (\$100) is payable immediately to reserve the requested date(s). All other fees for the Facility Rental *and* the Cleaning/Damage Deposit are **due** a minimum of sixty (60) days before the event. We will deposit your check with the balance of the Rental Fees (which is minus the \$100 Date Reservation Fee), plus the \$800 Cleaning and Damage Deposit Fee. After the event we will mail you the appropriate refund for your Cleaning/Damage Deposit.

Usage Restrictions

1. Decorating Buildings – All decorations must be removed without leaving any damage. Do not use nails, screws or other such devices to affix decorations. Decorations may not be hung from ceilings. Furniture, pictures, equipment, dishes, etc. may not be removed from the School House or Church, and must be returned to their original location after the event.
2. Trash: All trash must be removed from the premises before Renters vacate the facility. NO trash will remain outside overnight, to prevent prowling bears from getting into it. Renters are also responsible to remove any directional signage they may have placed along the County roads, as well as trash from their event that may have inadvertently been thrown out to the roadway or the parking lot.
3. Smoking is not allowed in the School House or Church. Smoking is restricted to parking areas free of foliage, grass, sawdust or other flammable materials. Smoking will be prohibited during periods of high fire danger.
4. Candles, or other open flames are not permitted in the School House or Church.
5. Dogs: To help protect wildlife, we do not allow dogs to run free. They must be restrained by their owners at all times. Please pick up after your dog so others don't step in a "pile."
6. Camping: No camping on site will be allowed. Camping may be available on the near-by Lolo National Forest. Contact the Nine Mile Ranger Station for more information.
7. Alcoholic beverages may be used in accordance with applicable state laws and regulations. Caterers serving alcohol must have all applicable permits and liability insurance. If any individuals become disruptive, they may be cited by local law enforcement officials if a complaint is filed.
8. Open fires are subject to state and county regulations and are allowed *only* with written permission. Use of BBQ grills is allowed only on the cement pad east of the Pavilion.
9. Music is allowed in the Pavilion, Church and the School House. Amplified music must end by 10:00 pm. Failure to comply with the 10 pm end to music will result in forfeiture of 25% of your deposit (\$200). Excessive noise levels may result in guests being cited by local law enforcement officials if a complaint is filed by near-by neighbors.
10. Birdseed and blowing bubbles are permitted outside. Throwing confetti, Mylar or other non-biodegradable material is not permitted.
11. Local Vegetation: Flowers, shrubs and tree foliage may not be cut or picked under any circumstances.
12. **HOURS**: To respect privacy for our neighbors, we require that Renters begin to conclude their event functions by 9:30 p.m. and complete clean-up activities in time to vacate the premises by 10:45 p.m. NMCC Board members may arrive at this time to monitor these requirements, and possibly help you pick up and return tables, chairs and garbage cans. As noted earlier, failure to comply with the 10 pm end to music will result in forfeiture of 25% of your deposit (\$200).

NOTE: Any specific changes, additions or exceptions will be noted in an Addendum and if approved become a part of this contract.

Damage to Premises

Renters are responsible for any and all damages to the premises or its improvements. Any damages incurred by either the Renter, caterer or guests attending the event that are in excess of the deposit will be billed to the Renter. Renters will maintain the premises in a clean, safe and sanitary condition during the event. The School House and Church are historic facilities and we sincerely appreciate your care of these very special and unique sites.

Hold Harmless

Renters will hold the Nine Mile Community Center and its Board of Directors harmless from any and all liability, damages or claims of damages of any nature, or for injuries in connection with the event, or any claim by reason of the condition of the premises and improvements.

Unforeseen Events

If unforeseen events (including but not limited to forest fires or other natural events) occur which prevent the event from taking place as scheduled, the Nine Mile Community Center will allow rescheduling with no penalty. Last minute cancellations due to inclement weather will not be considered for refunds.

Default

Failure to observe any condition of this contract will result in default, and the Nine Mile Community Center can immediately cease rental of the premises.

Binding Effect

This contract shall be construed under the laws of the State of Montana, and is binding on and to the benefit of the respective parties, their successors and assigns.

Entire Agreement

This contract, including any approved addenda, contains the entire agreement between the Nine Mile Community Center and the renters, and cannot be changed or terminated orally.

Attorney's Fees

If the Nine Mile Community Center seeks to enforce any of the terms of this contract, the prevailing party will be entitled to reasonable attorney's fees determined by the court or arbitrator.

APPLICATION FOR EVENT USE: NINE MILE COMMUNITY CENTER

Please Print:

NAME _____ PHONE _____

ADDRESS _____

EMAIL CONTACT INFORMATION _____

Date(s) Requested _____ Hours _____ to _____
 (Remember to include dates for set-up; the event; and additional clean-up dates. We will arrange to provide you with keys several days before your event, so you can come & go as necessary for final planning and preparations.)

Is your event a _____ private party or a _____ public community event? Please briefly describe your event and provide a rough estimate of how many attendees you may have. [Examples for event type include: wedding, family reunion, celebration, public/community meeting sponsored by _____, etc.] _____

Private Party Rental Fees and Deposits (Please Refer to Page 3 for more detailed information) **Amount:**

- Date Reservation Fee \$100 (nonrefundable—refer to Date Reservation Fee – Page 3) \$ _____
 (Date Reservation Fee is applied to total Rental Fee, below)
 - Stark School House/Pavilion/Church rental fee @ \$500.00 per day \$ _____
 (\$500 -- \$100 for Date Reservation Fee = \$400 remaining fee due.)
 - Set up day before the event – no charge _____
 - Facility use before or after the event @ \$200.00 per day (see #4 on Page 3) \$ _____
 - Cleaning & Damage deposit \$800.00 (returnable after event, as per schedule on Page 3) \$ _____
 - Barbeque Grill \$50 per day (no off-site use) \$ _____
 - Tables \$5 each (if used away from NMCC; no fee if used on-site) \$ _____
 - Chairs \$1 each (if used away from NMCC; no fee if used on site) \$ _____
- TOTAL REMAINING DUE:** \$ _____

Balance of rental fees due 60 days in advance. This date is: _____

I have read all of the above Usage Terms, Conditions, and Restrictions and agree to abide by them. I agree to pay the nonrefundable Date Reservation fee, payable to Nine Mile Community Center, to book an event. At least sixty (60) days in advance of the event, *remaining* rental fees and the cleaning/damage deposit are due, by check, sent to our P.O. Box (see address on page 2). I understand the cleaning/damage deposit will be returned in its entirety if the buildings, grounds and surrounding area are left in clean and satisfactory condition within 24 hours *and* keys are returned. I understand I am responsible for any damage to the buildings or grounds. The Nine Mile Community Center is not liable for any damages arising from this rental activity. I understand the Nine Mile Community Center is located in a residential area and all music and nuisance noise must cease by 10 pm.

Signature _____ Date _____

Board of Directors Signature _____ Approved Date _____

_____ Date _____ Renter's Initials _____