

Missoula County Fairgrounds Short-term Facility Rental Policy

1. GENERAL INFORMATION AND POLICIES

1. **Purpose:** This policy establishes rules and guidelines for the short-term lease of Missoula County Fairgrounds (MCF) facilities and equipment.
 - A. **Scope and Applicability:** This policy is applicable to all short-term lease agreements between Missoula County Fairgrounds, a department of Missoula County, and all other entities. This policy does not apply to long-term lessees. However, long-term lessees and partners shall adhere to this policy for short-term lease agreements with MCF. MCF sanctioned events, including the Western Montana Fair, Missoula Stampede and other programs throughout the year are excluded from this policy.
2. **Administration:** MCF staff are responsible for the implementation of this policy.
 - A. **About MCF:** The mission of the Missoula County Fairgrounds is to promote agriculture, education, culture, recreation, community connection and to reflect the beauty of Western Montana. The Missoula County Fairgrounds is a community space for children and families of all demographics. All events must adhere to MCF conduct requirements set forth in this policy.
3. **MCF Administration:** The Fair Office is in Building 12 on the Missoula County Fairgrounds, 1101 South Ave. W, Missoula MT 59801. Office hours are 8:30 a.m. to 4:30 p.m. Monday through Friday unless otherwise noted.
4. **Definitions:** The following terms and expressions shall have the meanings set forth below.
 - A. **Annual Event:** An event that occurs approximately at the same time every year and uses the same facilities or equipment.
 - B. **Attendee:** A person present during an event who is not involved in organizing the event.
 - C. **Cleanup Day:** Any day after an event day in which only event organizers are present during the term of the lease agreement.
 - D. **Damage Deposit:** A refundable fee required to ensure the leased property is returned free of damage or requiring additional cleaning.
 - E. **Down Payment:** A non-refundable payment required to secure the date(s) of a lease agreement.
 - F. **Event Day:** Any day in which attendees are present during the term of the lease agreement.
 - G. **Event Manager:** The primary person overseeing an event.
 - H. **Event Organizer(s):** The persons or entities organizing an event.
 - I. **Lease Agreement:** A contract outlining the terms under which the lessee agrees to rent property for a short term from the lessor.
 - J. **Lessee:** A person or entity who holds a short-term lease for a Missoula County Fairgrounds rental facility.
 - K. **Lessor:** The owner of the leased property, Missoula County Fairgrounds, a department of Missoula County.
 - L. **Partners:** Long-term lessees housed on the premises and Missoula County agencies, including Missoula County government, Missoula County Weed District, Extension Office & 4-H, Glacier Ice Rink, Missoula Conservation District, and Missoula Butterfly House and Insectarium.
 - M. **Private Event:** Any event whose attendance is limited by invitation only.
 - N. **Public Event:** Any event that is open to the general public to attend.

- O. **Rental:** Short-term lease of MCF facility or equipment.
- P. **Rental Day:** A time period by which the rental fee is calculated.
- Q. **Rental Facility:** Any MCF space, indoor or outdoor, that is available for short-term lease from MCF.
- R. **Rental Fee:** The total fee assessed for a short-term lease agreement.
- S. **Setup Day:** Any day prior to an event day in which only event organizers are present during the term of the lease agreement.
- T. **Short-term Lease:** A lease agreement whose term is 21 consecutive days or less or 30 calendar days or less.

5. **General Rules & Guidelines**

- A. **Governing Law:** Missoula County Fairgrounds is owned by the County of Missoula and is provided for the use and enjoyment of its citizens. The Missoula County Fairgrounds is located within City of Missoula limits. Use of this facility is governed by, construed, and enforced in accordance with the resolutions and ordinances of the City of Missoula; resolutions and ordinances and policies of Missoula County; the laws of the State of Montana; and the laws of the United States of America.
- B. **Insurance Requirements:**
 - Lessee is required to obtain general liability insurance in the amount of one million dollars (\$1,000,000) per occurrence and two million (\$2,000,000) in the aggregate for the entire term of the lease agreement and must list Missoula County Fairgrounds as an additional insured on the general liability insurance certificate unless otherwise specified by the County.
 - For commercial vehicles, lessee is required to 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. For personal vehicles, lessee/contractor/concessionaire are required to 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 must furnish proof of required insurance to MCF staff 60 days prior to event start date.
- C. **Indemnification:** The lessee shall defend, indemnify and hold harmless Missoula County, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of the lessee, its employees or agents. Missoula County shall defend, indemnify and hold harmless the lessee, its employees and agents, from all claims, liabilities, demands, causes of action or judgments, including costs and attorney fees, asserted by or awarded to third parties as a result of any negligent action or omission or willful misconduct of Missoula County, its employees or agents.
- D. **The Americans with Disabilities Act (ADA):**
 - Lessees are required to comply with all provisions of the ADA.
 - The following MCF buildings have ADA accessible restrooms: Commercial Building (#13), Fair Office (#12), Home Arts (#35), Floriculture (#15) and VIP Lounge (#9).

- Service animals are welcome provided they are under control of a handler. If a service animal is out of control and the handler does not take effective action to control it, staff may demand the animal be removed from the premises. Service animals may be excluded where it is determined that allowing service animals would fundamentally alter the nature of the goods, services, programs or activities provided to the public.

E. **Non-discrimination:** Event organizers using MCF shall not discriminate in the use of the premises against any person because of race, creed, color, religion, national origin, political belief or affiliation, age or sex, or disability.

F. **Conduct:**

- Disorderly conduct, such as, but not limited to, quarreling, challenging to fight or fighting; using threatening, profane, or abusive language; intoxication; rendering vehicular or pedestrian traffic impassable; indecent exposure; public urination; operation of a motor vehicle in a manner as to create a nuisance or any annoyance or danger to others; loud or noisy behavior; is prohibited.
- Profane, racist, sexist, xenophobic, politically or religiously abusive language or acts are prohibited.
- Quiet hours shall be maintained on recreation grounds and plazas from 10 p.m. to 6 a.m. Portable generators may not be operated during these hours.
- It is prohibited to forcibly assault, oppose, impede, resist, intimidate or interfere with any official, employee or agent of the MCF department engaged in the performance of his or her official duties or on account of the performance of his or her official duties.
- Failure to comply with a lawful order issued by a MCF department employee acting pursuant to these rules shall be considered as interference with that employee while engaged in the performance of their official duties.
- In addition to any other penalty provided, the participants may be expelled from the area.

2. **FACILITY BOOKING INFORMATION**

1. **Availability:** Facilities are available to rent daily from 6 a.m. to midnight. MCF is closed to short-term leases beginning the second Monday of July through the end of August for the annual Western Montana Fair.

- **Lease Term:** Specific hours are defined in the lease agreement. Short-term lease of a facility may not exceed 21 consecutive days or 30 total days within a calendar year.

2. **Public Access:** The grounds and pedestrian trail are open to the public daily from 6 a.m. to 11 p.m. Exclusive use of public areas, including the Carnival Lot, Bingo Pavilion and Historic Plaza, requires a lease agreement. The pedestrian trail system, which runs through the fairgrounds, is a public right-of-way. Blocking or exclusive use of the pedestrian trail requires prior approval from MCF and may require a permit as per section 7.2.E.

3. **Holiday Restrictions:** MCF facilities are closed Thanksgiving and Christmas.

4. **Tour of Facilities:** Buildings are available for viewing by appointment only.

5. **Application Process:** Applications are available on MCF's website at missoulafairgrounds.com/rentals. Paper copies may be requested from MCF staff.

A. **Application Policy:** MCF serves to foster community connecting events that enrich the quality of life for every Missoula County resident. To encourage events aligned with this purpose, application acceptance dates are staggered.

B. **Application Dates:**

- Applications are accepted 6 months to 24+ months in advance for public events such as festivals, where multiple MCF facilities will be used, and attendance is estimated to be 5,000 or higher.
- Applications are accepted 4 months up to 18 months in advance for public events such as markets, expositions and sporting events, where multiple MCF facilities will be used, and attendance is estimated to be 1,000 to 4,999.
- Applications are accepted up to 12 months in advance for any public or private event.

C. **Application Criteria:** Applications are reviewed within 30 days of receipt for the following criteria.

- **Available Space** - Determines if the desired space of the applicant is available and does not negatively affect other users of MCF property.
- **Available Dates** - Determines if the desired dates of the applicant are available and does not negatively affect other users of the MCF property.
- **Scope of Event** - Determines if the scope of the event can be effectively supported by the available infrastructure of the MCF property. Evaluates to ensure the event is within the mission and family-friendly values of MCF as outlined in section 1.3.A of this policy. In addition, assesses the applicant's plan for the event, including the applicant's experience organizing events and number of years event has been held.
- **Similar Events** - Determines if the applicant's event may compete with a similar event within the date range designated in section 2.11 of this policy.
- **Safety** - Determines any safety risks and liabilities that may be caused by the applicant's event.
- **Financial Risk to MCF** - Determines and evaluates the proposed financial risk from the event. This includes evaluating the estimated rent and ancillary revenue vs. estimated event expenses to MCF.

6. **Emergency Use:** MCF management may cancel any lease if it is determined the facility must be used for emergency purposes. If MCF staff cancels the lease due to emergency use, or other similar reason, the lessee will be provided with another date for the event as available; if that is not possible, all payments made will be refunded. MCF shall not be held liable for any damages, fees, or other expenses incurred by the event holder as a result of such cancellation by MCF.

7. **Annual Events:** MCF offers annual events of the facility special consideration for scheduling the same event, the following year, on approximately the same date. 30 days after the current year's event, MCF will send a booking confirmation and down payment invoice to confirm the reservation for the following year. If down payment is not made within 30 days, the reservation will be released.

8. **Facility Partners:** Partner use of MCF rental facilities requires a short-term lease agreement. Partners shall be charged fees according to the impact of the event. Some events may have no-cost use of facilities, provided there is no expectation of MCF staff assistance. A minimal fee is usually required to assist in utilities. High impact events may be charged a full fee.

9. **Sharing of Facilities:** MCF is a multi-use, multi-purpose facility, with the capability to host several events simultaneously. It is the intention of MCF to maximize usage of the rental facilities, while maintaining the integrity of each event.

- A. **Non-exclusive Use:** Campus-wide leases may not be entirely exclusive; partner and other non-interfering events and programs may occur simultaneously. All parking on MCF is shared public parking; lessee shall not have exclusive use of parking spaces.
- B. **Facility Partner Events & Programs:** Facility partners operate independently from MCF and may hold events and programs simultaneously. MCF will advise lessees of other events taking place that may impact their event whenever possible.

10. Reservation Confirmation

- A. **Temporary Reservation:** Upon receipt of application, a temporary reservation is created. Within 30 days, MCF staff shall process and review application.
- B. **Denied Applications:** Applications not approved shall be notified of the decision in writing.
- C. **Approved Applications:** Approved applications shall receive a down payment invoice to pay within five business days. If payment is not received, the reservation shall be released. Invoices shall be sent digitally unless paper copies are requested as part of the application process.
- D. **Confirmed Reservation:** A reservation is confirmed upon a signed lease agreement.

11. Challenge Process: In the case of multiple parties competing for the same rental facility reservation, the second party may post a down payment in order to challenge the reservation of the first party who holds the temporary reservation. Upon receipt of the second party's down payment, MCF staff will contact the first party to request the executed lease agreement and down payment within three business days of the challenge. If the first party executes the lease agreement and makes the down payment, the reservation is confirmed, and the challenging party shall be refunded all fees. If the executed lease agreement and down payment are not received by the first party within three business days, that party's temporary reservation shall be released, and a new lease shall be issued to the second party. If the second party fails to execute the new lease agreement within three business days, the down payment will be retained by MCF as liquidated damages.

12. Separation of Similar Events: MCF reserves the right to schedule events it deems to be of interest to the citizens of Missoula County and meets its mission. Whenever possible, MCF attempts to separate competing events. As a courtesy to all lessees, MCF may refrain from scheduling events of a similar nature within 30 days of each other. Additional restrictions may apply outside of these parameters in areas such as advertising.

13. Right to Refuse MCF management reserves the right to cease activities and terminate the agreement if lessee is not in compliance with this policy or terms of the lease agreement, including if rental fee payment, damage deposit or required event planning information are not provided.

3. FEES, PAYMENTS AND CANCELLATIONS

- 1. **Schedule of Fees:** Fees are established by MCF on an annual basis and are subject to change.
- 2. **Down Payment:** A down payment is assessed as 25% of the rental fee and applied towards the total rental fee owed. It is due five days from receipt of invoice and is non-refundable. If the down payment is not received in five days, the facility reservation will be released.
- 3. **Rental Fee:** The rental fee is assessed by date, so that one date equals one rental day, and is calculated by totaling the number of rental days requested based on the use. The rental fee balance is due 120 days prior to the event date. If application approval is less than

120 days prior to event, the total rental fee is due immediately. Each event day is charged for one rental day. Each setup or cleanup day is charged for half a rental day.

4. **Damage Deposit & Fee:** A refundable damage deposit is due 60 days prior to the event date.

A. **Payment:** The damage deposit ensures MCF properties are returned in the same condition as when received by lessee. The damage deposit is calculated as 50% of the rental fee, not to exceed \$1,000.

B. **Refund:**

- MCF staff will complete a post-inspection form within five business days following the rental days established in the terms of the lease agreement.
- If no damage or additional cleaning is incurred, the damage deposit will be fully refunded within 30 days after the terms of the lease.
- Should damage and additional cleaning be assessed, the lessee will be notified of the condition and associated cost for cleaning or repair. A copy of the inspection form along with photos will be available upon request. If the associated cost is less than the damage deposit paid, MCF shall retain the amount of the associated cost and issue the difference as a refund.

C. **Damage Fee:** If the associated cost is more than the damage deposit paid, MCF shall retain the amount of the damage deposit and issue an invoice for the remaining balance. If payment is not received within 10 business days a claim will be submitted against lessee's liability insurance policy.

5. **Additional Services & Incidental Fees:** Additional service requests must be submitted by the lessee to MCF staff at least 60 days prior to event date to allow for fulfillment. Any additional services or amenities requested after the lease is executed shall be invoiced separately; payment is due five days after the event.

6. **Cancellation Fees:**

- Cancellation by lessee 120 or more days prior to event results in forfeiture of down payment.
- Cancellation by lessee less than 120 days prior to event results in forfeiture of all down payment and rental fees paid; only paid damage deposit will be refunded.
- MCF management may cancel any lease due to fire, weather, mechanical breakdown, quarantine, or if the staff determines the facility or any related portion of the rental facility or MCF is unsafe or otherwise unfit for the proposed use, or if the MCF staff determine the facility must be used for emergency purposes. If MCF staff cancels the lease due to fire, weather, unsafe conditions, mechanical breakdown, emergency use, or other similar reason, the lessee will be provided with another date for the event as available; if that is not possible, all payments made shall be refunded. MCF shall not be held liable for any damages, fees, or other expenses incurred by the event holder as a result of such cancellation by MCF.

7. **Rescheduling:**

- Rescheduling by the lessee 120 or more days prior to the event does not assess a rescheduling fee.
- Rescheduling by the lessee 120 to 61 days prior to the event may assess a fee of 10% of the rental fee.
- Rescheduling by the lessee 60 days or less prior to the event may assess a fee of 20% of the rental fee.

8. **Trade:** In-kind donations of labor and/or equipment/capital items may be considered toward a fee reduction at the discretion of MCF staff. Trades are required to have a lease agreement and adhere to this policy.

9. **Fee Reduction Requests:** Government, special interest groups, community organizations and 501(c)(3) nonprofits may request a fee reduction for an event; fee reduction approval by MCF staff is not guaranteed.

A. **Event Criteria:** Nonprofit organizations must provide proof of nonprofit status. Events must be open to the public.

B. **Fee Reduction:** Applicants submitting a fee reduction request must include a proposal with their application detailing the event's benefit to the community and its ability to foster community connection. The fee reduction only applies to rental fees. Eligibility and reduction amount are at the discretion of MCF staff and shall not be less than partner use fees; other requirements of this policy, including the damage deposit and insurance requirements shall not be waived.

C. **Exclusions:** For profit events are not eligible for fee reduction. Weekend and holiday use of the Commercial Building (#13) is unavailable for fee reduction.

4. **EVENT PLANNING AND FACILITY REQUIREMENTS**

1. **Event Planning Meetings:** Events with estimated attendance of 1,000 or more require event planning meetings with MCF staff to ensure all needs are met and all parties are prepared. Event planning meetings shall be scheduled by the lessee no less than 120 days prior to the event.

2. **Lease Agreement:** An executed lease agreement is required no less than 120 days prior to the event. If application approval is less than 120 days prior to event, an executed lease agreement is due immediately.

3. **Supervision Of Activity:** Lessee is required to designate an event manager for the event who shall be responsible for supervision of all activities and the conduct of all persons connected in any way with the activities while they are on MCF property. The event manager shall have the right to limit public access to the rental facility for their event.

4. **MCF Exclusive Services:** Lessees shall make no alterations or improvements to the property without prior written consent of MCF. The following services shall be provided exclusively through MCF's contracted service providers.

- A. ATM
- B. Electrical
- C. Plumbing
- D. Portable toilets
- E. Janitorial
- F. Trash collection
- G. Alcohol sales

5. **ATM Service:** Public events with 1,000 or more attendees may request ATMs. Lessee shall request ATM services and preferred location(s) no later than 60 days prior to event date.

6. **Access by Personnel:** In performance of their duties, MCF and partner personnel shall have access to leased areas. Courtesy event credentials shall be provided to personnel for access to ticketed events.

7. **Floorplan:** Completed floorplan must be provided to MCF staff 60 days prior to event.

A. **Floorplan Regulations:**

- Aisles between display areas shall be a minimum of 4 feet for indoor venues.
- Aisles between display areas in outdoor venues shall be a minimum of 8 feet.

- Equipment or supplies such as chairs or signage shall not intrude into the aisle space.
 - Aisles shall be configured to provide clear access to exit ways.
 - There shall be 10 feet of clearance in front of all illuminated exits.
- B. **Floorplan Worksheet Requirements:**
- Designate booth spaces and what is in the booths (i.e., exhibit booths, sampling, cooking demonstrations, vehicle display, etc.)
 - Designate bulk spaces
 - Designate enclosed areas in a booth or bulk space (Enclosed areas, i.e., closets, offices, etc., need to be equipped with a UL-approved, battery-operated smoke detector and a 2A10BC Fire Extinguisher.)
 - Propose crate storage areas
 - Designate motorized vehicle locations
 - Designate trussing or archways
8. **Electrical Cords**
- A. **Trip Hazard:** Cords are not permitted to run across any public access way, including aisles and roadways. Cord covers may be used upon approval of MCF.
- B. **Electrical Panel Clearance:** There shall be a clearance of three feet in front of any electrical panel.
- C. **Cord Types:** All extension cords must be grounded three-pronged or double-insulated types. Zip cords are prohibited. Household extension cords or two-pronged ungrounded extension cords are prohibited.
9. **Cleaning & Maintenance:**
- A. **Pre-Inspection:** Lessees are required to complete a pre-inspection form to verify facility conditions with MCF staff prior to collecting keys to the rental facility. After inspecting the facility and surrounding area, lessee shall accept the facility "as is" and agrees to return the facility to lessor in the same condition.
- B. **Supplies:** MCF shall provide the supplies listed in this section. Cleaning supplies not listed are the responsibility of lessee.
- One dumpster (or equivalent receptacles) for garbage
 - One 96-gallon cart (or equivalent receptacles) for recycling
 - Restrooms stocked with toilet paper, hand soap and paper towels, if towel dispenser available.
 - Broom, dustpan, mop, mop bucket and additional garbage bags shall be in the janitor's closet.
 - Snow removal
- C. **Alterations Prohibited:** Lessees are prohibited from making repairs, alterations, additions or improvements to MCF properties.
- D. **Broom-Clean Condition:** Lessee is responsible for cleaning the facility during and following the event and must leave facility in broom-clean condition. Broom-clean condition includes but is not limited to:
- Remove all personal belongings and décor
 - Sweep floors
 - Spot clean spills immediately to avoid staining and damage
 - Wipe down countertops, stoves, oven and refrigerators in kitchen areas
- E. **Trash Disposal:** Lessee shall collect all garbage and place in bags, tie off all bags and place outside on mulch or grass.

10. **Decorations & Allowances:** Lessee shall ensure all users adhere to the requirements in this section.

A. **Interior:**

- Event layout and signage plans shall be submitted by lessee and approved by MCF management 60 days prior to event.
- Extreme care shall be used when unloading and transporting heavy items and furniture. Users shall use carts supplied by MCF; sliding heavy items across floors is prohibited.
- Evidence of decorations shall be removed by lessee including tape residue, command strips and zip ties.
- Nails, screws, staples, tacks and putty are prohibited. Do not attempt to use existing holes.
- Duct tape is prohibited. Painter's tape may be used on walls or floors if pre-approved. Gaff tape or wrestling mat tape may be used on concrete floors if pre-approved.
- Command strips or picture rail/molding hooks may be used to hang lightweight items.
- Vendor displays for markets and trade shows shall be free-standing and self-sustained.
- Free-standing decorations and furniture must have felt or rubber bases or other protective material to prevent damage to floors.
- Lightweight decorations may be attached with string, fishing line or zip ties to existing structures, such as railings or pillars. Nothing shall be attached to fire sprinkler pipes, electrical or mechanical piping.
- Helium balloons are prohibited. Balloons filled with air to create an arch or other display may be used.
- Open flames are prohibited. Battery operated "candles" are recommended instead. Approved caterers may use canned cooking fuel, such as Sterno, to heat chafing dishes if an employee always attends dishes when canned cooking fuel is lit.
- Combustible or flammable liquids and aerosols are prohibited.
- Boxes and displays may not exceed 6 feet in height.

B. **Exterior:**

- Approved banners and signs may be placed on fence or attached to existing structures if signs are lightweight and can be attached with zip ties or rope. Bolts, nails, and screws are strictly prohibited.
- Devices emitting flames, such as burn barrels, propane heaters, grills, or smokers, are permitted outside with approval from MCF staff. Device must be at least 25 feet from all structures and raised off the ground to prevent staining or damaging concrete. Burn barrels, bonfires and similar devices require a permit through the City of Missoula. See section 7.6, Taxes, Licenses & Permits.
- Mobile booths or displays set up on concrete shall be free from leaks, and any spills shall be cleaned up immediately.
- Helium balloons may be used when they are permanently affixed to a booth display. Helium balloons shall not be released.
- Staking into the ground is prohibited everywhere on MCF premises, including on grass. Approved alternatives to staking include water barrels, sandbags or large weights.

11. **Smoking:** Smoking and vaping are prohibited on MCF premises, including all buildings and grounds.

12. **Public Announcements & Public Address Systems:** Public address systems are available in some MCF facilities. Lessee may use the public address system to promote aspects of the event. The MCF is a family-friendly environment; users must adhere to conduct requirements in public addresses.

13. **Noise**

- **Amplified Sound:** Lessees must follow City of Missoula’s sound ordinance. Amplified sound must end by 10 p.m. for outdoor events.

14. **Pets**

A. **Leash Requirements & Cleanup:** Well-behaved dogs and other pets are welcome at MCF. Pets must always be on a leash, unless otherwise approved by MCF staff. Handlers are required to clean-up and properly dispose of all manure left by their animals.

B. **Building Restrictions:** Dogs and other pets are not allowed inside buildings unless MCF staff grants prior approval. Only service animals are permitted inside the Commercial and Home Arts buildings.

15. **Permanent Display Advertising:** Advertising opportunities in the form of permanent signs are available in designated locations. Lessees may display signs and banners during an event; however, the permanent advertisements in designated areas must remain visible.

16. **Restrooms & Portable Toilets**

A. **Stocking:** MCF shall fully stock restrooms for events.

B. **Cleaning:** MCF shall provide cleaning and maintenance of restrooms for events of 3,000 or more for an additional fee.

C. **Portable Toilets:** MCF has restroom facilities in most areas of the grounds. Larger events may require extra facilities. The table below is a guideline for the number of toilets needed. If the facility does not have the number of toilets needed, MCF shall bring in portables toilets, and lessee shall incur an additional fee.

Fixed Restroom Facilities

Building	Number of Restrooms	Number of Toilets	ADA Accessible	Available Year-Round
Commercial Building (13)	2 Unisex	2	Yes	Yes
Floriculture Building (15)	2 Unisex	2	Yes	Yes
Home Arts Building (35)	1 Men’s & 1 Women’s	Men’s: 3 Women’s: 3	One in each	Yes
Restroom Building (19)	1 Family, 1 Men’s & 1 Women’s	Family: 2 Men’s: 9 stalls, 6 urinals Women’s: 23	No	No
VIP Lounge (9)	2 Unisex	2	Yes	Yes

Restroom Guidelines

Expected Attendance	Number of Toilets Recommended
1 – 499	2

500 – 999	4
1000 – 2499	8
2500 – 4999	12
5000+	16+

17. **Wi-Fi:** Wi-Fi is available in all buildings. To access, choose MC Public and accept the terms and conditions on the web browser page. Wi-Fi access and strength is not guaranteed. For events that require connection, hotspots or other devices are recommended. Plugging devices into ethernet jacks is prohibited.

18. **Waste Removal**

A. **Receptacles:** MCF provides the following trash and recycling receptacles for events:

- One dumpster (or equivalent receptacles) for garbage
- One 96-gallon cart (or equivalent receptacles) for recycling
- Additional dumpsters are available upon request and shall incur an additional fee

B. **Bulk Trash Removal:** Lessee and all service providers are responsible for the removal of bulk trash, crates, lumber, pallets, packing materials, tape and oil prior to event opening and following cleanup.

C. **Cardboard:** Cardboard boxes shall be broken down and placed in recycling receptacles.

D. **Sewer & Drain Restrictions:** Oils, combustibles, and any liquids other than water are prohibited from being poured into drains. Tools, machines, cookware, and all other items shall not be emptied, washed or rinsed in restrooms.

E. **Post Event Cleanup:** Trash, decorations and other personal items shall be removed after the event. Trash shall be placed in the trash containers provided.

F. **Extraordinary Cleanup Fees:** MCF removal of excess material or debris, such as cases, cartons, earth, decorations, outdoor litter and similar items is considered "extraordinary." If extraordinary cleanup is required, MCF will charge lessee an hourly fee to perform cleanup as well as any associated fees regarding disposal.

19. **Lost & Found:** MCF is not responsible for the property of lessee, event organizers or attendees. MCF is not responsible for the loss of articles or equipment left in the rental facility. Property remaining at the facility after the lease may be considered abandoned and incur removal costs. Lost and found articles may be held by MCF for 15 days; unclaimed articles shall be disposed. MCF shall not accept lost and found articles for distribution; unclaimed articles must be held by the lessee.

20. **MCF Event Staffing**

A. **Small Events:** Events under 3,000 in attendance will have a dedicated MCF staff person on-call to field questions and address issues.

B. **Large Events:** Events of 3,000 or more require on-site staff and shall be charged an additional fee. On-site MCF staff may assist with the following:

- Enforcement of MCF policies
- Garbage removal
- Parking
- Power needs
- Maintenance
- Field questions and address issues

- C. **Lift Operator:** Events open to the public in the Culinary Building shall include one MCF staff person to operate lift.
21. **Box Office & Ticketing:** Ticket sales for an event are the responsibility of the lessee.
22. **Keys & Building Access**
- A. **Number of Keys:** Lessee will receive one key to each leased facility. One additional key may be requested but not guaranteed. Making copies is prohibited.
 - B. **Key Checkout:** Lessees are required to complete a pre-inspection form with MCF staff prior to collecting keys to the rental facility.
 - C. **Key Return:** Keys must be returned one business day following the lease dates.
 - D. **Lost Keys:** Lost keys incur a replacement fee.
5. **EVENT ADVERTISING**
1. **Cost and Responsibility:** All promotions and costs incurred are the responsibility of the lessee.
 2. **Permission & Event Contact Format:** A lease agreement shall be executed before event promotion. MCF contact information shall not be used on promotional materials. Promotions must include the contact information of event organizers.
 3. **Naming the Fairgrounds**
 - A. **Appropriate Use:** Only the following names shall be used to reference MFC:
 - Missoula County Fairgrounds
 - Fairgrounds
 - Missoula Fairgrounds
 - B. **Naming Building Location:** The building name may be mentioned before the name, for example, "The Commercial Building at the Missoula County Fairgrounds."
 - C. **Prohibited Names:** The Western Montana Fair and Missoula Stampede names are prohibited from use in promotional materials.
 4. **Event Signs & Banners**
 - A. **Sign Approval:** Signage may be displayed in association with a scheduled event with approval by MCF. All advertising must adhere to the conduct requirements in this policy.
 - B. **Sign Design:** Professionally produced signs promoting an event may be hung, by MCF staff, on exterior fences of MCF up to two weeks prior to the event with approval. Hand-written signs are prohibited from exterior placement.
 - C. **Wayfinding and Informational Signs:** Wayfinding and other signage may be placed only on setup and event days.
 - D. **Sign Removal:** Lessee shall remove all display material, including signs, tape residue, zip-ties etc. at the conclusion of the event. Failure to remove may result in a reduction in the damage deposit refund.
 5. **MCF Support of Events:**
 - A. **Guidelines:** -All promotions that use MCF marketing channels are at the discretion of MCF staff. MCF staff must approve all messages and designs for use on MCF marketing channels.
6. **CATERING, CONCESSIONAIRES AND ALCOHOL**
1. **General Information for Concessions and Alcohol:**
 - A. **MCF Consent:** Lessee may operate or allow a concessionaire or licensee to operate concessions during its use of the facility provided lessee or concessionaire obtains all licenses and permits necessary for the operation of the concessions. MCF prohibits the sale, distribution, or consumption of any alcoholic beverage on MCF without express written consent of MCF management.

- B. **Acceptable Vendors:** To operate a food and alcoholic beverage service, user must:
- Be licensed to serve food and/or provide alcoholic beverage service
 - Hold valid insurance
 - Be in good standing with Missoula City-County Health Department
2. **Serving (not selling) Food & Beverages – Private Events:** Private events may provide food and beverages themselves with approval from MCF management. Alcohol may be served during private events if lessee:
- Ensures all laws and regulations are complied with, including that underage consumption of alcoholic beverages does not take place.
 - Is aware of potential civil liability and acknowledges such in the lease agreement. Lessee shall agree to indemnify MCF.
3. **Serving (not selling) Food & Beverages – Public Events**
- A. **Pre-packaged Foods & Beverages:** Public events may serve commercially prepackaged, unopened foods and beverages, such as bottled water or wrapped candy, without a permit but must receive prior approval from MCF staff. Alcohol may be served during public events, provided lessee complies with the following:
- Serves commercially prepackaged, unopened alcoholic beverages, such as canned beer or wine.
 - Ensures an alcohol sales permit/license is always present during the event and submits a copy of the permit/license to MCF.
 - Ensures all laws are complied with, including that underage consumption of alcoholic beverages does not take place.
 - Is aware of potential civil liability and acknowledges such under in the lease agreement. Lessee agrees to indemnify MCF.
- B. **Open Foods & Beverages:** Public events that serve open foods and beverages, such as pouring wine or providing hors d'oeuvres, require a temporary food service permit from the Missoula City-County Health Department and prior approval from MCF staff. Open alcohol may be served at public events if lessee complies with the following:
- Ensures an alcohol sales permit/license is always present during the scheduled event and submits a copy of the permit/license to MCF office.
 - Obtains a temporary food service permit for event from Missoula City-County Health Department.
 - Ensures all laws are complied with, including that underage consumption of alcoholic beverages does not take place.
 - Is aware of potential civil liability and acknowledges such under in the lease agreement. Lessee agrees to indemnify MCF.
4. **Selling Food & Beverages**
- A. **Caterers:** All events that sell food and/or alcohol require a temporary food service permit and prior approval from MCF staff. Alcohol may be sold at events if Lessee complies with the following restrictions:
- Ensures an alcohol sales permit/license is present at all times during the scheduled event and submits a copy of the permit/license to MCF office.
 - Obtains a temporary food service permit for event from Missoula City-County Health Department.
 - Ensures all laws are complied with including that underage consumption of alcoholic beverages does not take place.

- Is aware of potential civil liability and acknowledges such under in the lease agreement. Lessee agrees to indemnify MCF.

B. **Mobile Vendors:** All events that bring in mobile food vendors must receive prior approval from MCF staff.

- Mobile food vendors licensed in Missoula County do not need a temporary food service permit.
- Mobile food vendors licensed outside Missoula County shall consult with Missoula City-County Health Department to ascertain if additional permits are required.

C. **Alcohol Vendors:** All alcohol sales shall use MCF's preferred alcohol vendor. This does not apply if the event organizer holds an alcohol permit in their name or if the MCF preferred vendor is unavailable.

7. **TAXES, LICENSES AND PERMITS**

1. **Taxes:** Lessees are responsible for collecting, reporting and paying state and federal taxes. Lessees may not conduct or otherwise permit any act contrary to, or in violation of any laws of the United States, State of Montana, Missoula County or City of Missoula.

2. **Proof of Licensing and Permits Deadline:** Lessees are required to obtain all permits and licenses necessary for engaging in all activities connected with lessee's use of the facility and submit copies of all permits and licenses to MCF office at least 60 days prior to the event. MCF staff does not manage permitting processes and policies may change. Lessees are required to provide all licenses and permits necessary for the event at their own expense. Permits vary per event details. The following list of permits is not exhaustive:

A. **Large Group Permit:** Large group functions are required to apply for a permit with the Missoula City-County Health Department. An event is considered a large group function if the event will have 1,000 or more people simultaneously gathered for three or more hours.

B. **Temporary Food Service Permit:** A temporary food service permit from Missoula City-County Health Department is required for most events that serve open food and/or beverages to the public or sell food and/or beverages to the public.

C. **Liquor Licenses & Permits:** An on-premises consumption retail license with catering endorsement or special permit from the Montana Department of Revenue is required for all public events which serve or sell alcoholic beverages.

D. **Burn Permits:** Outdoor burning, such as bonfires, require a permit from the Missoula Fire Department.

E. **Special Event Permit:** A special event, such as parade, demonstration, block party, march, fun run, walk-a-thon, athletic event, bicycle race or any such gathering of people in which the activity takes place on, in or through any public sidewalk, street or right-of-way requires a permit from the City of Missoula.

8. **HEALTH, SAFETY AND ENVIRONMENT**

1. **Law Enforcement:** MCF may require the presence of uniform officers at events. All rules, regulations and policies of MCF are enforceable by Missoula Police Department, Missoula County Sheriff and any contracted security service. All expenses for security are incurred by the lessee.

2. **Accidents & Injuries**

A. **Call 9-1-1:** In the case of an emergency call 9-1-1.

B. **First Aid:** If accidents and/or injuries occur, first aid may be administered at the discretion and responsibility of the lessee. First aid kits shall be supplied by MCF in all facility utility closets.

- C. **Notifications & Documentation:** If security services are deployed, notification shall be made to the MCF on-call staff or head of security. Paperwork must be completed as required.
- 3. **Emergency Medical Personnel/Ambulance On-Site**
 - A. **Risk of Injury Events:** Emergency Medical Technicians (EMT) and/or on-site ambulance may be required at events where there is substantial risk of injury. Examples of events where EMT/ambulance may be required include, but are not limited to, motorsports, rodeos or bull riding.
 - B. **Coordination & Fees:** Cost for EMT and/or on-site ambulance shall be incurred by the lessee.
- 4. **Fire Regulations/Unobstructed Travel**
 - A. **Regulations:** Fire regulations and codes are enforced by the Missoula Fire Department. Questions shall be directed only to that agency.
 - B. **Passage Clearance:** Exits, aisles, ramps, corridors and passageways shall not be blocked nor have their required width obstructed in any manner by ticket officers, turnstiles, concessions, chairs, equipment, or anything whatsoever; nor shall they be blocked by persons. Additionally, all illuminated exit doors must remain unlocked during occupancy.
 - C. **Roadway Clearance:** Parking which obstructs roadways, right of way, or fire lanes is prohibited at all times.
- 5. **Occupancy Limits:** Admission tickets sold for events held at MCF must not exceed the occupancy limits set by MCF and Missoula Fire Department.

Building	Seated Occupancy Limit	Standing Occupancy Limit
4-H Pavilion (26)	932	932
Commercial Building (13)	740	740
Culinary Building (16)	500	500
Floriculture Building (15)	220	300
Home Arts Building (35)	260	300
VIP Lounge (9)	120	300
VIP Patio	280	500
Grandstand	3,200	N/A

- 6. **Weapons:** Weapons are prohibited without a valid concealed weapons permit.
- 9. **CAMPING**
 - 1. **Event Use:** Camping is available only in conjunction with an event held on the premises and requires approval from MCF. It is the responsibility of the lessee to collect usage fees from individual renters unless MCF approves an alternate plan.
 - 2. **Camping:** MCF offers dry camping only. RV hookups for water and/or electric are limited and require prior approval.
 - 3. **Waiver of Liability:** A waiver of liability is required for all individuals camping on MCF.
 - 4. **Prohibited Practices:** Dumping and campfires are prohibited.
 - 5. **Inspection:** MCF staff reserve the right to inspect camping areas to verify the number of spaces used. Lessee shall be charged for the actual number of spaces used.
- 10. **HORSE AND LIVESTOCK BOARDING**

1. **Stabling Fees:** MCF staff shall manage overnight and daytime use of stalls. Unauthorized overnight stalling is prohibited. Overnight boarding is permitted for animals traveling through, if reserved and paid in advance.
 2. **Event Use:** Stalls may be reserved in conjunction with an event. The lessee shall request stall use at the time of reservation and daily rates per stall shall apply. Lessee shall be responsible for stall reservations and collection of fees for an event. MCF reserves the right to inspect stall areas to verify the number of spaces used. Lessee shall be charged for the actual number of stalls used.
 3. **Stabling Guidelines:**
 - A. **Structure:** Stalls are uncovered, 10x10 with wood panel partitions. Only one animal per stall is permitted.
 - B. **Bedding:** Only wood shavings are permitted for bedding. Straw is prohibited.
 - C. **Supplies:** Stall users must provide humane and adequate bedding, feed, water and care for animals.
 - D. **Cleaning:** Cleaning fees may apply if stalls are not raked clean and waste removed.
 - E. **Arena:** Arena shall not be used to board animals.
 - F. **Inspection:** Animal owners must maintain and care for all animals in a manner consistent with the standards as established by Missoula County Animal Control. MCF reserves the right to conduct periodic inspections and to contact Missoula County Animal Control as necessary.
 - G. **Prohibited Items:** Heat lamps, heaters and cookers are prohibited inside the arenas, stalls and barns.
 4. **Arena Guidelines:**
 - A. **Arena Grooming:** Grooming of the arena is provided only by MCF staff for an additional fee.
 - B. **Arena Lights:** Arena lights are an additional fee and shall be requested in the lease agreement. Only MCF staff shall operate arena lights.
11. **PARKING AND LOADING ZONES**
1. **Parking**
 - A. **Insurance:** All vehicles must maintain and, if requested, show proof of the required minimum auto insurance for the State of Montana.
 - B. **Designated Areas:** Parking is available only in designated parking areas. Parking outside of designated areas may result in towing of vehicle at owner's expense.
 - C. **Public Parking:** Parking is included at no additional charge with all facility rentals. All MCF parking is public, shared and free.
 - D. **Parking Fees:** Overnight parking requires MCF approval and may incur a fee. Exclusive or extended use of parking areas requires a lease agreement. Overnight parking excludes camping.
 2. **Loading Zones:** Loading and unloading is allowed only in designated areas. MCF staff shall approve access for loading and unloading in walking areas. If construction is underway, MCF shall provide a map illustrating parking and loading zones.