

**Tobacco Valley Improvement Association  
Board of History · Historical Village**

P.O. Box 1452 · Eureka, MT 59917

Tel: 406-889-3492 or 406-297-7654

**HISTORICAL VILLAGE FACILITY AND GROUNDS USE POLICY**

Rental Facts, Rules and Regulations:

**1) Description of facility and grounds available for lease:**

Church – Available for private and public events. Activities are limited to the church unless otherwise specified in writing in this contract.

Grounds – Available for private, public and non-profit fund-raising events. Activities are limited to parking lot and grounds unless otherwise specified in writing in this contract.

**2) All non-TVIA Board of History related events must be protected with a certificate of insurance.**

**3) Fee Schedule:**

| Site           | Number of users             | Fee           | Rules and restrictions   |
|----------------|-----------------------------|---------------|--|
| <i>Church</i>  | Limited by seating capacity | \$100 per day | No food allowed; fencing remains in place; \$50 damage/cleaning deposit  |
| <i>Grounds</i> | Less than 50                | \$100 per day | \$5 additional charge per electric outlet*; \$50 damage/cleaning deposit; all trash must be picked up and removed immediately after event unless otherwise indicated.  |
| <i>Grounds</i> | More than 50                | \$125 per day | \$5 additional charge per electric outlet*; \$100 damage/cleaning deposit; all trash must be picked up and removed immediately after event unless otherwise indicated. |

**\* NOTE: AVAILABILITY IS LIMITED TO 20 amps. AMPERAGE GREATER THAN THIS REQUIRES SUPPLYING YOUR OWN GENERATOR.**

4) The renter shall find the premises to be clean and undamaged and hereby agrees to leave said premises and surrounding areas adjacent to the buildings in a clean and undamaged condition. Failure by the renter to adhere to this provision will subject renter to forfeiture of damage/cleaning deposit.

**Additional policies which all renters must comply with (please initial):**

1. \_\_\_\_\_ No vehicles or horses allowed on green grounds or walkways (this includes moving stages or booths); clean-up after horses is mandatory.

Non enforcement of this requirement will result in forfeiture of damage deposit in addition to repair costs of the sprinkler system. Repair costs will be billed to the renter.

2. \_\_\_\_\_ Pets are to be kept on a leash and must be cleaned up after.

3. \_\_\_\_\_ No water balloons.

4. \_\_\_\_\_ Benches and tables must be returned to original location.

5. \_\_\_\_\_ No overnight camping or parking allowed.

- 6. \_\_\_\_\_ Climbing on infrastructure and machinery other than playground features is prohibited.
- 7. \_\_\_\_\_ No fires allowed.
- 8. \_\_\_\_\_ Skateboarding and biking on walkways is prohibited.
- 9. \_\_\_\_\_ Outhouse is for public and rental use. Renter agrees to not dispose of waste other than toilet paper in outhouse.
- 10. \_\_\_\_\_ The TVIA Board of History reserves the right to cancel this policy if it is found that the renter did not notify the TVIA Board of History that the nature of the event has changed and received approval of change 30 days in advance of event.
- 11. \_\_\_\_\_ Alcoholic beverages are not permitted.
- 12. \_\_\_\_\_ It is the responsibility of the renter to see that caterers and food vendors are licensed and insured.
- 13. \_\_\_\_\_ The renter is responsible for damage or breakage to any portion of the buildings and property of TVIA Historical Village.
- 14. \_\_\_\_\_ The renter agrees to abide by all rules, policies, and regulations that are attached and made a part of this contract. Violation of rules or additional policies will result in forfeiture of damage/cleaning deposit.
- 15. \_\_\_\_\_ The renter is responsible for enforcing all rules, policies, and regulations that are attached and made part of this contract.

***Cancellation Policy***

- 1) Rental fees and damage/cleaning deposits are due within 1 week of reservation. Reservation is not guaranteed without payment.
- 2) Cancellation must be made in writing no later than 30 days prior to event.
- 3) Rental fees are refundable 30 days or more prior to event.
- 4) Cancellation less than 30 days before event will result in total loss of rental fee. The damage/cleaning deposit will be refunded.

***Other terms:***

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I, \_\_\_\_\_, certify that as the Renter:

- 1) \_\_\_\_\_ I have read the policies and terms, understand them, and I am in agreement with them.
- 2) \_\_\_\_\_ I am not reserving the space on behalf of another organization or person; and that I may not sell, sublease, or transfer reservations to another individual or organization unless this is understood and agreed upon at the time of preparation of this lease agreement.
- 3) \_\_\_\_\_ I agree that all parties associated with this lease agreement hereby indemnify and will defend and hold harmless the TVIA and its member boards, its officers and members from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney’s fees, costs and expenses of whatsoever kind or nature arising out of the performance of this lease agreement. All parties associated with this lease agreement agree to assume all risks and responsibilities surrounding their participation in this lease agreement, including those arising out of injury to or death of a participant, whether arising before, during or after completion of the lease hereunder and in any manner directly or

indirectly caused, or occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of renter or its party members.

4) \_\_\_\_\_ I will be present for the function unless alternate is approved by TVIA Board of History representative. Alternate Name: \_\_\_\_\_\*

5) \_\_\_\_\_ I have read and understand the *Additional Policies* and agree to abide by them.

6) \_\_\_\_\_ I have read and understand the *Cancellation Policy*.

7) \_\_\_\_\_ I/my organization is liable to the TVIA Board of History for any injury done to its property, for any expense arising out of any such use.

8) \_\_\_\_\_ I found the facility/grounds in clean and undamaged condition at start of my lease.

**\* Alternate signature and initials are also required on this contract.**

The rental facts, rules and policies, which are enclosed hereto, are incorporated into this contract and by signing this contract, renter is agreeing to all stipulations. In the event TVIA Board of History shall learn that renter intends to violate said rules, it reserves the right to cancel this contract and return all rent to the renter without further liability.

Name of organization/family \_\_\_\_\_

Name of contact person \_\_\_\_\_

Nature of event planned \_\_\_\_\_

Date of planned event \_\_\_\_\_ Number of Persons attending \_\_\_\_\_

Signature of responsible person \_\_\_\_\_

Address and phone no. \_\_\_\_\_

Cleaning/Damage Deposit \_\_\_\_\_ (Refundable within 14 days after function)

Additional Fees \_\_\_\_\_ Total Due \_\_\_\_\_

Total Paid Today \_\_\_\_\_ Remaining Balance \_\_\_\_\_

TVIA Board of History Representative \_\_\_\_\_

Date: \_\_\_\_\_

Form approved September 2008