

# Agreement

## I. General

This form represents a contractual agreement between the User and Montgomery County, Maryland, on behalf of the Office of Community Use of Public Facilities (CUPF), and is **non-transferable**. In submitting this request, the User certifies that he/she is 18 years or older and authorized to reserve space for the sponsoring organization.

## II. Applicable Laws

Facility use is contingent upon the User's compliance with this agreement and all applicable federal, state and local laws, codes, rules and regulations, including regulations issued by the Interagency Coordinating Board for Community Use of Public Facilities (ICB). This includes compliance with all applicable federal, state and local nondiscrimination laws, including Title VII of the 1964 Civil Rights Act and the Americans with Disabilities Act of 1990. The User must keep the program or activity open to the general public and must not discriminate on the basis of race, color, creed, religion, ancestry, national origin, age, sex, marital status, disability or sexual orientation. The User must obtain and pay for any necessary permits and is liable for any applicable licenses, fees and similar costs.

## III. Payments/Security Deposits

Payment is due in full via check, money order or credit card (Visa or MasterCard) at the time the building use form or field permit application is submitted.

## IV. Restrictions

The following are prohibited in school buildings or on school grounds:

- Use or possession of alcohol/intoxicants
- Gambling --- bingo, lotteries, etc. involving cash prizes
- Smoking
- Fires/grills/open flames/flammable materials
- Weapons/firearms/ammunition
- Personal or private celebrations (including birthday parties, wedding receptions, etc.)
- Public dances --- unless they are sponsored by the school, public agency recreation departments or PTAs
- Excessive noise --- no person may make or create noise that may disturb the peace of the surrounding community
- Adult outdoor soccer tournament play
- Indoor football, soccer, lacrosse, hockey, cricket, softball and baseball

## V. Limitations of Use

The scheduled activity must be:

- orderly and lawful
- adequately supervised
- conform to the use requested

The scheduled activity must not:

- present a clear and present danger to public safety or to the peace and welfare of the community, the county and/or the state
- present a danger of damage to public or private property
- constitute a public nuisance or create a traffic hazard
- provoke or add to a public riot or breach of peace
- interfere with or adversely affect the school's educational function
- attract large numbers of unsupervised minors

## VI. Field Use

Community groups may not use school fields or other outdoor areas without approval via a permit and payment of required fees. The Director reserves the right to restrict use of stadium fields.

Adult soccer tournament play is permitted at synthetic turf fields **only**. Youth tournament play will be reviewed by the Director and will be limited due to the impact to the surrounding community and the potential wear and tear to the fields. Please be advised that there is no guarantee that soccer goals will be in place at any field. Groups requiring goals are encouraged to bring their own portable goals.

To protect the condition of the fields for the educational program, fields may not be used and activities must be cancelled when any one of the following conditions exists:

- Director has cancelled use
- one-half inch or more of rain has fallen within the previous 24 hours
- water is standing on the field
- soil is frozen
- turf and mud can be displaced or dislodged from the ground
- ground cakes or clings to shoes
- steady rain is falling
- bare areas are muddy
- lightning is occurring

Failure to adhere to the above restrictions will result in automatic denial of future use of school facilities. In addition, the user will be liable for payment of all costs to repair or restore a field.

## VII. Emergency Closures/Snow Policy

- Monday-Friday: Community use activities will automatically be cancelled when schools close early or for the entire day.
- Weekends/Holidays: Community Use of Public Facilities will make cancellation decisions as soon as possible. Closings will be broadcast on local radio and television stations. Neither Montgomery County Public Schools nor CUPF will be responsible for organization's losses as a result of emergency or snow cancellations above and beyond the payments made to CUPF for the use of the building.

## VIII. Cancellations/Refunds/Credits

When requested, credits will be issued for field use cancelled due to inclement weather in accordance with local and regional park closures. Field users will be directed to contact a designated weather related contact number appropriate for the area in which the school field is located. Account balances will be reconciled at the end of the season.

## IX. Posting and Distribution of Signs and Advertisements in Schools

Users must not distribute advertising material or post temporary or permanent signs, banners, pennants, etc. in school buildings or on school grounds except as follows:

- those approved by the Deputy Superintendent of Schools and/or associated with activities sponsored by the school or the school PTA
- activities carried on in schools by the Board of Supervisors of Elections

Users may only place temporary directional signs on school grounds during the actual hours of the specific use. At the conclusion of the use of the facility, the User must immediately remove the signs.

It is illegal to post advertising signs on utility poles, trees, fences or on municipal, county or state rights-of-way. It is the User's responsibility to assure compliance with all applicable sign laws even if a third party places the signs on behalf of the User. Violations may result in the denial of use of school facilities.

## X. Identification of Sponsorship

Users must clearly identify on all advertising materials the name of the User, the name of any individual or group sponsoring the use, and the purpose of the use. Users may not use initials, abbreviations or logos which are expressly defined in the advertising material. All announcements and advertisements must include the following statement: *This activity is not sponsored by, or associated with, or endorsed by Montgomery County Public Schools or Montgomery County Government.*

## XI. Liability and Indemnification

The User agrees to leave the facility after the use in the same condition and as clean as it was before the use. The User further acknowledges the liability for any building use fees and any loss, personal injury, death, or any other damage (including incidental or consequential) incurred during or as a result of the use. The Board of Education and the County, respectively, will determine the dollar amount in the case of property damage to school facilities and will charge the User accordingly.

The User must ensure that participants and attendees abide by all applicable laws as noted above in Section II. The User must take all necessary steps to protect public and private property and to ensure public safety. The User must provide adequate security and crowd control and assumes full responsibility for the conduct of persons at the facility with the User's consent. The User agrees to indemnify, save harmless and defend the County, Board of Education, the individual members thereof, and any school or CUPF officials or employees from any loss, cost, damage, claim or other expense, including attorney's fees and litigation expenses, incurred during or as a result of the use, including any loss or injury of any kind alleged to be the result of any negligence by Montgomery County, the Montgomery County Board of Education, or any of its agents, employees or officials. Neither the Board of Education nor the County accepts responsibility for any equipment left in school facilities by the User.

## XII. Termination

If either the County or the Board of Education believes that a school facility has been, is being, or will be used in violation of this agreement, it may request CUPF to investigate the alleged potential or actual misuse. CUPF will give the user an opportunity to respond before taking final action. The County may unilaterally modify the conditions for continued use, immediately terminate the use, or preclude (temporarily or permanently) the User from any future use.

The County may also unilaterally terminate or modify this contract, in whole or in part, upon written notice to the User, when the County determines this to be in its best interest. The termination is effective 10 days after the notice is issued unless a different time is given in the notice. The User may appeal the County's decision as provided in the ICB regulations.