



Office of Community Use of Public Facilities Montgomery County, Maryland

FACILITY USE LICENSE AGREEMENT (FULA) COUNTY GOVERNMENT FACILITIES

RECITALS

- R-1. In Montgomery County, the Interagency Coordinating Board (“ICB”) for Community Use of Public Facilities makes available to the community schools and other public facilities as designated by the Chief Administrative Officer. The Office of Community Use of Public Facilities (“CUPF”) administers and implements the ICB’s policies, procedures and guidelines.
- R-2. The Chief Administrative Officer has designated specific County facilities that may be used by the public and scheduled by CUPF.
- R-3. This Agreement governs the terms and conditions under which CUPF will schedule community the use of the facility.
- R-4. The term “User” means the person or entity to whom a reservation for the use of the facility has been issued and all invitees of that person or entity and any persons using the facility during the time that the reservation is in effect.
- R-5. The term “County” includes the County’s boards, agencies, officials, agents, and employees.

AGREEMENT

The User agrees to the following:

1. The User must apply for and obtain a reservation for the use of the facility and may use the facility only during the time period stated on the reservation.
2. The User must pay the appropriate fees, as set forth in the current fee schedule and payment terms, including any security deposit, in full with the Reservation Request unless an alternate payment schedule has been approved by CUPF. Payment by money order or certified check may be required for events less than three weeks away from time of Reservation Request or past submission of non-transactional checks. Checks, money orders and MasterCard, Visa or payments from other major credit cards are accepted. The current Community Use of Public Facilities Fee Schedule is available online at www.montgomerycountymd.gov/cupf and at CUPF’s offices in Wheaton and Silver Spring.
3. CUPF will assess a late penalty on all amounts overdue in excess of 30 calendar days as specified in its policy on late fees.

4. Failure to make a payment by the required date constitutes a cancellation and is subject to the applicable cancellation policy.
5. The User must arrange for additional security coverage if deemed necessary by CUPF. The User will be responsible for making all security arrangements where additional security will be provided by police officers of the Montgomery County Police Department.
6. The User will abide by all Montgomery County noise ordinances. See [Noise Control - Montgomery County Department of Environmental Protection \(montgomerycountymd.gov\)](#).
7. Inclement weather credits for use of both indoor and outdoor facilities will be issued only if CUPF cancels the use. For verification, check CUPF's website at www.MontgomeryCountyMD.gov/cupf, www.cupfmontgomerycountymd.blogspot.com, or call MC311.
8. **The User must:**
 - A. Comply with all directions and conditions given by CUPF and the County;
 - B. Ensure that the activity conforms to the use described in the Application;
 - C. Remain at the site during the Activity and possess the CUPF reservation approval document during the Activity;
 - D. Adequately supervise and maintain orderly conduct among the persons attending the Activity covered by the reservation;
 - E. Obtain and pay for any necessary licenses and permits, including licenses and permits required to distribute food, serve alcohol, sell goods, conduct fundraisers, sponsor a performance or other large public gathering. The User is liable for any applicable taxes, fees, and similar costs related to obtaining these permits. User is responsible for ensuring that any company or service providers in their employ such as caterer, event supplier, or photographer/videographer are in compliance with state and local laws and regulations;
 - F. Comply with all applicable federal, state, and local laws, rules, regulations, and guidelines. 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 public as required by State law, and must not discriminate on the basis of race, color, creed, religion, ancestry, national origin, age, sex, marital status, disability, or sexual orientation.
9. **Use Requirements/Restrictions.**
 - A. The Activity must not:
 1. Present a clear and present danger to public safety or to the peace and welfare of the community, the county and/or the state;
 2. Present a danger of damage to public or private property;
 3. Constitute a public nuisance or create a traffic hazard;
 4. Provoke or add to a public riot or breach of peace.
 - B. The following are prohibited at all times:
 1. Smoking on premises;

2. Food and drink, except when a written exception is obtained from the County;
 3. Equipment or performances that are risky, including, for example, a high wire act, "dare-devil" stunts, and the use of tall platforms;
 4. Weapons/firearms/ammunition or use of controlled substances;
 5. Excessive noise, public disruption, or activity that may do harm;
 6. Personal or private celebrations (including birthday or anniversary celebrations, funerals, wedding receptions, and other similar activities);
 7. Unpermitted alcoholic beverages of any kind unless a written exception is granted by the Chief Administrative Officer. If an exception is granted, it is the responsibility of the User to:
 - a. notify the CUPF and;
 - b. contact the Montgomery County Department of Alcohol Beverage Service (ABS) to apply for a One-Day Special License.
 - c. If ABS issues a license, the User must provide written documentation of such to CUPF;
 8. Use of alcohol outside the approved designated area(s);
 9. Gambling, -bingo, lotteries, and other games of chance except as permitted by state law with appropriate permits and/or licenses;
 10. Animals except for service animals, without permission;
 11. Cooking on premises.
- C. User is responsible for obtaining necessary permits, where applicable, from the Montgomery County Department of Fire and Rescue Service.
- D. Music is not allowed in any of the rooms without advanced written permission.
- E. User must supply any equipment such as projectors, laptops, microphones, etc. except when a written exception is obtained from the County.
- F. Users conducting activities at outdoor facilities agree to the following:
1. Tents, canopies, or other similar equipment is not allowed except when a written exception is obtained from the County;
 2. Use of natural grass areas is prohibited if:
 - a. Lightning is visible and/or steady rain is falling;
 - b. Water is standing on grass areas;
 - c. Turf and mud can be displaced or dislodged from the ground;
 - d. Ground cakes or clings to shoes, or
 - e. Bare areas are muddy.
- G. Health and Safety: The User must provide at their own expense:
1. Security using off-duty Montgomery County police officers where required by CUPF. The number hired must meet or exceed the requirements of the CUPF reservation;
 2. Provide a minimum of one portable bathroom per 100 attendees, up to a maximum of 5 where required by CUPF. At least one unit must be handicapped accessible. Units must be placed only in designated areas and removed within 24 hours of the conclusion of the event;

3. Adequate supervision of participants.

10. Posting and Distribution of Signs and Advertisements:

- A. The User may only place temporary signs on facility grounds during the actual hours of the scheduled Activity, except where approval has been specifically granted by the County. At the conclusion of the use of the facility, the User must immediately remove the signs.
- B. The User, and any person acting under the User's authority, must comply with all applicable sign laws, including laws regarding the placement of signs upon utility poles, trees, fences or on municipal, county or state rights-of-way.
- C. The User must clearly identify on all advertising materials the name of the User, the name of any individual or User sponsoring the use, and the purpose of the use. A User may not use initials, abbreviations or logos which are not expressly defined in the advertising material. The purpose of the use must be clearly stated and must conform to the purpose identified in the application for the use reservation. All announcements and advertisements must include the following statement: *This activity is not sponsored by, associated with, or endorsed by Montgomery County Government.*

11. Certification Regarding Activities Involving Minors. This section applies only to Activities involving minors (under 18 years of age).

- A. The User certifies no one who will have any contact with minors during the Activity has ever been convicted of or pleaded (1) guilty, (2) "no contest" or (3) nolo contendere to a felony (whether or not resulting in a conviction).
- B. The User certifies no one who will have any contact with minors during the Activity has ever been convicted of or pleaded (1) guilty, (2) "no contest" or (3) nolo contendere to a misdemeanor involving sexual misconduct (whether or not resulting in a conviction).
- C. The User must provide an adequate number of chaperones for youth oriented programs.

12. Restoration of Property. The User must restore the facility to its prior condition upon completion of its use and prevent the waste or deterioration of the facility. Failure to restore property to the prior condition will result in the loss of the security deposit or other fines.

13. Inspection and Investigation. The User must permit the County to inspect the facility at any time to ensure compliance with this Agreement. CUPF may examine the User's records to determine and verify compliance with this Agreement and to resolve or decide any claim or dispute arising under this Agreement. The User must cooperate with any investigation by CUPF.

14. Termination/Modification. CUPF may deny the requested use, unilaterally terminate or modify this Agreement, and/or preclude (temporarily or permanently) User from future use of one or more facilities, upon written notice to the User, for any of the following reasons:

- A. User, or any person acting under the User's authority, misused, damaged, or destroyed County property or failed to leave the facility as clean as it was before the Activity.

- B. User or any Person acting under the User's authority provided false or misleading information to CUPF, including false or misleading information about the User or the proposed use.
 - C. CUPF assessed damages against the User or any Person acting under the User's authority.
 - D. CUPF deems the use inappropriate for the facility, inconsistent with the size, location, and available services at the facility, or inconsistent with public health, safety, or welfare standards.
 - E. User or any Person acting under the User's authority failed to fully complete or comply with the Agreement or a previous Agreement, including non-payment by virtue of a returned check or failure to make scheduled payments.
 - F. Termination is effective 10 calendar days after the notice is issued, unless a different time is given in the notice. The County is not responsible for User's losses as a result of termination or modification under this section, excepting a refund of any fees User paid to CUPF for the use of the facility.
15. **Refunds/Cancellations.** CUPF will refund fees paid by the User to CUPF to reserve the use of the facility in accordance with its cancellation policy but only if the User completes a Cancellation/Adjustment request and submits the request to CUPF by the date set by CUPF. The User must pay CUPF the cancellation fee set forth in the fee schedule for each facility. In the event of cancellation by CUPF, the User's account will be credited in full. CUPF is not responsible for advertising, food, or any other costs associated with an activity when facilities are closed due to inclement weather or other emergency.
16. **Accidents or Damage.**
- A. Notice of Accidents or Damage. User must give the County prompt written notice of any accidents or injury upon, or damage to, the facility.
 - B. Responsibility for Accidents or Damage. User is financially responsible for any loss, personal injury, death, or any other damage (including incidental and consequential) arising from the exercise by it, or any person acting under the User's authority, of the right of access under this Agreement or arising out of a breach of this Agreement by User. The County will determine the dollar amount in the case of property damage to the facility and will charge the User accordingly. User must reimburse the County for any damage to the facility within 30 calendar days after notice from the County.
17. **Indemnification.** User and its agents agree to indemnify, defend, and hold harmless the County from any loss, injury, liability, damage, claim, lien, cost or expense, including reasonable attorneys' fees and costs, arising from the use of the facility by the User, any person acting under the User's authority, or by any person in the facility as a participant or potential participant in any activity the User conducts in the facility or arising out of a breach of this Agreement by the User. The User's foregoing responsibility to indemnify and hold harmless the County extends to any incidents resulting from the failure to use caution near architectural structures such as a raised stage or stairs. This agreement to indemnify and hold harmless the County will survive expiration and termination of this Agreement. User need not indemnify, defend, or hold harmless the County for any loss, cost, damage, claim, or other expense arising out of the County's sole negligence or intentional misconduct.

18. **Insurance.** The County reserves the right, in its sole discretion, to require the User to maintain insurance, as specified below, or an amount determined by the County's Division of Risk Management sufficient to indemnify, defend and hold the County harmless as required above, with an insurance company licensed to do business in Maryland.
- A. The User must maintain a policy of commercial general liability insurance with limits of at least \$300,000 for each occurrence and an aggregate amount of \$300,000;
 - B. If alcohol of any kind is served, the User (and the event planner) must also maintain a policy of liquor liability insurance with limits of at least \$300,000 per occurrence;
 - C. Policies must list Montgomery County as an additional named insured;
 - D. The User must provide CUPF with a copy of the certificate of insurance within 10 calendar days following submission of the completed Application;
 - E. The insurance certificate must show at least a thirty day's notice to the County for cancellation or modification;
 - F. Nothing in this Agreement may be construed to create any rights or claims in any third parties.
19. **Release.** User releases the County from all claims and demands of any kind which User has had, claims to have had, or might subsequently accrue to the User arising from the use of the facility by the User, or any person acting with the User's knowledge or consent or arising out of a breach of this Agreement by the User. The County accepts no responsibility for any equipment or materials left at the facility by the User. The release does not include any claim arising out of the County's intentional misconduct. User will allow CUPF to take pictures, videos or make voice recording or electronic images of a permitted activity and information related to the sponsoring group, the nature of the activity, and the names of persons involved in the activity to be retained in an electronic file for the purposes of sharing the information, recordings, and images on a County website or social media platforms used by the County. The images and recordings become the sole property of the County.
20. **Other Provisions.**
- A. **Modification and Waiver.** Any amendment of this Agreement must be in writing, approved by the parties. A party wishing to waive any rights under this Agreement must do so expressly in writing. A waiver will be narrowly construed so as not to waive any other rights or any other instance to which that right might apply.
 - B. **Severability.** Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be valid under applicable law. But if any provision of this Agreement is deemed invalid, that provision must be severed, and the remaining provisions must otherwise remain in full force and effect.
 - C. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. All terms and conditions contained in any other writings previously executed by the Parties and all prior and contemporaneous arrangements and understandings between the Parties are superseded by this Agreement. No agreements, statements, or promises about the subject matter of this Agreement are binding or valid unless they are contained in this Agreement.

- D. **Applicable Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Maryland without regard to its conflict of law principles. For purposes of litigation involving this contract, exclusive venue and jurisdiction must be in the Circuit Court for Montgomery County, Maryland or in the District Court of Maryland for Montgomery County.
- E. **Headings and Construction.** Descriptive headings are inserted only for convenience and do not affect the meaning of any provision. Where the context requires, the singular must be construed as the plural and neuter pronouns must be construed as masculine and feminine pronouns and vice versa. This Agreement must be construed according to its fair meaning and any rule of construction to the effect that ambiguities are to be resolved against the drafting party must not apply in the interpretation of this Agreement.
- F. **No Agency.** This Agreement does not make either one of the Parties, its officers, employees or agents, an officer, employee or agent of the other Party
- G. **No Partnership, Third Parties.** This Agreement does not create any partnership, joint venture or other arrangement between the Parties. This Agreement is not for the benefit of any non-party, and no third party has any right or cause of action under this Agreement.
- H. **Warranty of Authority.** The persons executing this Agreement warrant that they are authorized by the respective party whom they represent to execute this Agreement.
- I. **Effective Date.** This Agreement is effective when all parties approve the Agreement in writing.
- J. **Transfer.** The User must not transfer this Agreement by assignment, sublease, or otherwise without the express written consent of CUPF.
- K. **Incorporation of Documents and Recitals.** The recitals and any exhibits are incorporated by reference and made a part of this Agreement.
- L. User submitting a facility use request and responsible for the activities of the group must be at least 18 years of age.

Signature of User Group Representative

Date

Printed Name of User Group Representative

Printed Name of User Group Organization