



**THE HERITAGE MUSEUM 34067 U.S. Highway 2, P.O. Box 628, Libby, MT 59923**

**(DRAFT) Basic Agreement for Use of The Heritage Museum Grounds in Libby, Montana.**

*To begin the reservation process, call Board Member Sherry Turner at (406) 293-9421.*

This agreement shall evidence the complete forms and conditions under which the parties whose signatures appear below have agreed upon. The Heritage Museum Board of Directors shall be referred to as "BOARD" and a **current member of the Museum** shall be referred to as "MEMBER". As consideration for this agreement, BOARD agrees to MEMBER use of \_\_\_\_\_ located at the Heritage Museum grounds, 34067 U.S. Hwy 2 in Libby, Montana.

TERMS: MEMBER agrees to make a dollar(s) donation for \_\_\_\_\_ group use of the building/grounds listed above. This agreement shall commence on \_\_\_\_\_, \_\_\_\_ and continue until \_\_\_\_\_, \_\_\_\_; any public use after this date without written consent of BOARD shall be considered a breach of this Agreement.

DONATION: All donations are to be made by cash, check, or money order. BOARD will acknowledge receipt of the donation (see below). No Security Deposit is required.

SECURITY DEPOSIT, LATE CHARGES, UTILITIES: None.

MEMBERS: Only current members of the Museum can enter into this agreement and must be present during the entire time of use.

PETS: Only service animals shall be allowed inside the Museum and all pets outside must be on a leash.

PARKING: Parking is allowed only in the parking lot(s) and on gravel road areas. No parking on the grass.

NOISE: MEMBER agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of the residents around the Museum property.

CONDITIONS OF PREMISES: No food or drink is allowed inside the Museum building, except in the Gift Shop area. MEMBER acknowledges that he/she has examined the premises and that said premises and all other items listed under INVENTORY below provided by the BOARD are clean, and in good satisfactory condition **except as may be indicated in writing (on the back of this form)**. MEMBER agrees to keep the premises and all items in good order and good condition and to immediately pay for costs of repair and/or replace any portion damaged by MEMBER, her/his guests and/or invitees, except as provided by law. At the termination of this Agreement, all the above items in this provision, shall be returned to the BOARD in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to the Museum. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in any carpets, walls, wood floors, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

### Basic Agreement for Use of the Heritage Museum Grounds (continued)

DESTRUCTION OF PREMISES: If the building(s) and/or grounds become totally or partially destroyed during the term of this Agreement so that use is seriously impaired, BOARD OR MEMBER may terminate this Agreement immediately and member must pay for repairs.

PORT-A-POTTY: If an outdoor restroom is needed, the MEMBER shall immediately notify the BOARD and pay the \$35/day PORT-A-POTTY fee charged to the Museum by JMF Services, Inc. The BOARD will then ensure the unit is delivered and available for the time period above.

ALTERATIONS: MEMBER shall not paint, alter, install equipment with screws, nails, fastening devices, adhesive materials, place signs, displays or other exhibits, on any portion of the premises **without prior written consent (on the back of this form)** of the BOARD except as may be provided by law.

INSURANCE: MEMBER acknowledges that The Heritage Museum insurance does not cover personal property damage caused by fire, theft, rain, Acts of God, acts of others, and/or any other causes, nor shall BOARD be held liable for such losses. MEMBER is hereby advised to obtain his own insurance policy to cover any personal losses.

ALCOHOL USE: Alcohol is allowed **only** if catered by \_\_\_\_\_ licensed business with own liquor liability insurance.

HOLD HARMLESS: MEMBER shall indemnify, defend and hold BOARD harmless from any and all claims, liabilities, damages and costs, including attorneys' fees, incurred by BOARD which arise from MEMBER's use of the Premises or the Building or from the conduct of its business or from any activity, work or things which may be permitted or suffered by MEMBER in, on or about the Premises or the Building, and shall further indemnify, defend and hold BOARD harmless from and against any and all claims, liabilities, damages and costs, including attorney's fees, incurred by BOARD which arise from any breach or default in the performance of any obligation on MEMBER's part to be performed under any provision of this agreement or which arise from any negligence of MEMBER or any of its agents, representatives, customers, employees or invitees. Complete attached "Incident Form" in case of an accident.

INVENTORY: Premises to be used contain the following items (see back), that the USER may use.

ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between BOARD and MEMBER. No oral agreements have been entered, and all modifications or notices shall be in writing to be valid.

RECEIPT OF AGREEMENT: The undersigned MEMBER has read and understands this Agreement and hereby acknowledges receipt of this Agreement for use of the above listed portions of The Heritage Museum grounds.

Member Name (Print) \_\_\_\_\_ Member Signature \_\_\_\_\_

Date \_\_\_\_\_ Telephone #'s \_\_\_\_\_ Email \_\_\_\_\_

Donation of \$ \_\_\_\_\_ accepted: circle one CASH CHECK # \_\_\_\_\_ MONEY ORDER # \_\_\_\_\_

Port-a-Potty fee \$35/day \_\_\_\_\_ accepted.

Board Member/Committee Chair Signature \_\_\_\_\_ Date \_\_\_\_\_