



## *Community Space Rental*

Thank you for inquiring about using the Helena Business Improvement District office for your next community space gathering. The office is co-shared with Downtown Helena Inc. (DHI), Kevin League Photography, and Montana Book Co.

Applicants are encouraged to request space a **minimum of two weeks** prior to your event. For availability, please contact the BID Executive Director by email, [director@helenabid.com](mailto:director@helenabid.com), or calling the office at 406.447.1535.

### APPLICATION

Contact Name	
Contact Organization	
Address	
Phone Number	
Email	
Briefly describe community event.	
<b>Select Type of Space Use</b>	
	Conference Table with OWL
	Conference Table without OWL
	Studio Area and Living Area

### Cost Breakdown

Community Use	Rate	Hours	Total	Refundable Deposit
Conference Space using OWL, evening	Hourly Use \$35			\$100
Conference Space not using OWL, evening	Hourly Use \$25			\$100
Studio Area and Living Area, evening	Hourly Use \$25			\$100
Weekday Rental, business hours	TBD			\$100

### Contract

*This community space rental contract is effective as of \_\_\_\_\_ (today's date), between \_\_\_\_\_ (your organization ("renter")) and HBID. Parties agree to the following terms:*

- Renter agrees to pay in full the amount indicated for hourly use prior to the event.
- Renter agrees to pay a deposit of \$100. The deposit will be returned upon these conditions
  - a. The key to lock the front door is returned in the mailbox after the event.
  - b. The space was left as you found it and includes (this is at the discretion of the BID)
    - i. Taking out any trash
    - ii. Wiping down the conference table
    - iii. Sweeping the floor

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of HBID

\_\_\_\_\_  
Date

**CANCELLATION POLICY:** (a) All cancellations must be in writing; (b) cancellations made more than ten (10) days prior to the Scheduled Event will be fully refunded; (c) cancellations made between ten (10) and three (3) days prior to the Scheduled Event -- fifty percent (50%) of the TOTAL rental fee shall be forfeited by Renter; and (d) cancellations made less than three (3) days prior to the Scheduled Event -- the TOTAL rental fee shall be forfeited by Renter. HBID may cancel rentals due to materially inclement weather, emergency conditions, or events or circumstances beyond HBID's control. In case of a cancellation initiated by HBID, all rental and deposit monies paid to HBID by Renter shall be refunded.

**RULES AND POLICIES:** By reserving and agreeing to rent the Premises, the Renter agrees to, and shall abide by, the following stipulations and rules of conduct:

- ❖ Guests must vacate the Premises by \_\_\_\_\_ pm Mountain Time.
- ❖ Any use of the TV equipment must be pre-arranged with HBID's director at the time of booking.
- ❖ Renter is receiving only a license for use of the Premises which may be limited to the rental time that has been reserved and paid for. HBID may restrict Renter's access to the Premises for any reason immediately before and after Renter's rental time has started and expired.
- ❖ Renter and guests must not act in a manner that, in HBID's sole reasonable discretion adversely affects the peaceful operation of the Premises. Renter shall not use the Premises for illegal purposes or in any manner that could tarnish the reputation of HBID or DHI.
- ❖ No drug use or smoking of any kind is tolerated (a) on the Premises, (b) in the Premises, or (c) within thirty (30) feet of the HBID's offices. Disorderly conduct or any type of physical violence will not be tolerated and will be cause for immediate expulsion from the premises. Renter and Renter's guests shall always use the premises in a considerate manner. In such cases NO refund of the event deposit or costs shall be made.
- ❖ Renter will not tamper with, borrow, or remove any property kept or maintained on HBID's premises.
- ❖ Renter will not cause or permit any hazardous substance to be used, stored, generated, released, or disposed of on or in HBID's premises.
- ❖ Renter understands and agrees that Renter is expected to expend reasonable efforts to restore the Premises and appurtenant areas of the Premises to a reasonably neat, clean, and orderly condition, including but not limited to (a) removing any decorations and event items; (b) wiping down tables, chairs and surfaces; (c) moving furniture back to its original location(s); and (d) removing garbage and replacing can liners, as may be necessary.
- ❖ During the Scheduled Event — and during the set up and post-event clean-up (hereafter collectively referred to as "Set-up/Striking") including removal of all of Renter's personal property and the personal property of Renter's guests — Renter shall be solely responsible for the Premises area, including any common areas. Renter will be accountable for any injury or damages sustained during the duration of the rental and occupancy on the premises, including (for the avoidance of doubt) the Scheduled Event and the Set-up/Striking.
- ❖ Renter shall be liable for the actions of any of Renter's guests, invitees, or visitors on HBID's premises. Children must be supervised.
- ❖ Any signs, symbols, or other objects displayed on the premises must be approved in advance by HBID and must be removed immediately following the Scheduled Event.
- ❖ No nails, screws, staples, or penetrating items are to be used on the Premise's walls or floors. Without the prior written consent of HBID, only low tack tape is allowed on the Premises floors and walls. Any damage will be charged to the Renter.

**INDEMNIFICATION:** Renter agrees to indemnify and hold HBID, its principals, trustees, members, employees, affiliates, contractors and contracted vendors (all hereafter collectively "HBID+") harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about the Premises, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the Premises by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Renter or Renter's guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and reasonable attorney fees incurred by HBID+ in defending any such claim or action brought against HBID+.

**INSURANCE (Check if this Insurance provision is Applicable  or Not Applicable ):** Special Event Liability Insurance is required of Renter (renter) and is due no later than ten (10) calendar days prior to the Scheduled Event. The insurance must, at Renter's sole expense, provide and maintain public liability and personal property damage insurance, insuring HBID+ against all bodily injury, property damage, personal injury and other loss arising out of Renter's use and occupancy of the premises, or any other occupant on the premises, including appurtenances to the premises and sidewalks. The insurance required hereunder shall have a single limit liability of not less than **ONE MILLION U.S. DOLLARS** (\$1,000,000.00) and general aggregate liability of not less than **TWO MILLION U.S. DOLLARS** (\$2,000,000.00). HBID+ shall be named as an additional insured of said policy. [Renter's initials acknowledging understanding and acceptance of this provision \_\_\_\_\_.]

If alcohol is to be served at the Scheduled Event, then Renter shall make sure that the insurance policy includes Host Liquor Liability coverage to protect Renter and HBID+ against alcohol-related accidents, as Renter is ultimately liable for the safety of Renter's guests. Established catering service(s), if such may be employed, may use their license and insurance to cover this Host Liquor Liability coverage requirement; if Renter's catering service(s) provide HBID with a copy of the insurance policy.

**EVIDENCE OF ALL INSURANCE POLICIES AND COVERAGE NAMING HBID AS ADDITIONAL INSURED MUST BE PROVIDED TO HBID AT LEAST TEN (10) CALENDAR DAYS PRIOR TO THE SCHEDULED EVENT.**

Special Event Liability Insurance carrier & number \_\_\_\_\_

**RENTER REPRESENTS AND WARRANTS THAT RENTER HAS READ AND UNDERSTANDS THIS AGREEMENT AND THE POLICIES IT CONTAINS. RENTER UNDERSTANDS THAT SHOULD RENTER, OR ANY OF RENTER'S GUESTS OR VENDORS ATTENDING THE SCHEDULED EVENT, NOT COMPLY WITH THIS AGREEMENT OR THE POLICIES OF HBID, THEN THE EVENT MAY BE IMMEDIATELY TERMINATED BY HBID IN ITS SOLE DISCRETION, AND ALL FEES AND DEPOSITS MADE BY RENTER HEREUNDER SHALL BE FORFEITED AND RETAINED BY HBID. RENTER FURTHER UNDERSTANDS AND AGREES THAT, IN ADDITION, RENTER SHALL BE RESPONSIBLE AND LIABLE TO HBID OR ANY COSTS EXCEEDING THE AMOUNT OF THE RENTAL FEE. IN THE EVENT RENTER IS AN ENTITY, RATHER THAN INDIVIDUAL, THEN RENTER WARRANTS AND REPRESENTS TO HBID THAT IT IS DULY ORGANIZED, VALIDLY EXISTING, AND IN GOOD STANDING IN ITS STATE OF ORGANIZATION AND IN MONTANA, AND THAT THE INDIVIDUAL SIGNING (BELOW) FOR RENTER HAS FULL POWER AND AUTHORITY TO (I) ENTER INTO THIS AGREEMENT ON BEHALF OF RENTER AND (II) LEGALLY BIND RENTER IN ACCORDANCE WITH THE TERMS HEREOF.**