

# NINE MILE COMMUNITY CENTER USAGE APPLICATION and RENTAL CONTRACT

AOPOTED: May 14, 2024

The Nine Mile Community Center (NMCC) welcomes use of our facilities for both public events and private rentals. We offer 2.5 acres of forested land in western Missoula County with our original 1915 Stark Schoolhouse, a large open air party Pavilion, and a 1940's vintage Community Church & Wedding Chapel on the property. The NMCC is a 501(c)(3) non-profit organization run by local volunteers with a mission to honor the rural heritage of our area, promote community engagement, and provide for a sustainable future. Rental income helps fund our mission. All events are subject to this application process and approval by the NMCC Board of Directors.

## **Public Events Defined**

The historic NMCC grounds have been a public gathering place for more than 100 years. Public events include programs for nonprofit organizations, local groups and clubs, dances, public meetings sponsored by government entities, holiday celebrations, and nondenominational religious holiday events (such as Easter or Christmas), etc. There are no rental fees or security deposits for public events, but all other terms and conditions of this Rental Contract apply.

## **Public Benefit Seminars Defined**

A Public Benefit Seminar is an educational event where people gather together to learn more about a certain topic or subject. Seminars usually involve presentations, discussions, and interactive activities that help attendees obtain more knowledge, skills, or enhance their wellbeing. For example, public benefit seminars may include art workshops, cooking classes, estate planning, fitness training, etc. Public benefit seminars do not include sales or marketing events, political gatherings, nor any activities contrary to the Internal Revenue Service and/or Montana codes regarding non-profit organizations.

Organizers can charge admission fees. There are no rental fees or security deposits for Public Benefit Seminars, but all other terms and conditions of this Rental Contract apply.

## **Private Events Defined**

The NMCC welcomes private event rentals. Private events include weddings, receptions, parties, retreats, and memorial gatherings, etc. Private Renters must apply to the NMCC for event approval and pay applicable rental fees.

## **Description of our Facilities**

**Our Surroundings:** The Nine Mile Community Center is located about half-way up the rural Nine Mile Valley, approximately 30 miles west of the City of Missoula. The facilities are about 10 miles off Interstate-90 exit 82 with the last 3.8 miles on a county maintained gravel road. The property is nestled in a lovely ponderosa pine forest, surrounded by National Forest, private ranches, and nearby homes. **The physical address is 25620 Nine Mile Road, Huson, Montana. Our mailing address is NMCC, P.O. Box 1061, Frenchtown, MT. 59834.**



**Stark School:** Constructed on this site in 1915, the schoolhouse has long served as the heart of our community. It is a well preserved example of an early 20<sup>th</sup> century rural school designed in the Craftsman style. The building is listed on the National Register of Historic Places, and it is the main building of the community center. Today the 3,200 square-foot structure has two main upstairs rooms including a dining room with full kitchen, and an adjacent classroom. Downstairs holds a large open floorplan multi-purpose room. The dining room seats about 35 people at tables; the



classroom seats about 55 people; the downstairs area will accommodate about 85 people. Mens and Ladies restrooms are located upstairs. The building is not ADA accessible.

**Nine Mile Community Church:** Our quaint country chapel has hosted weddings, memorial gatherings, and holiday programs since the 1940's. The church started out as an industrial building for mining operations up the valley, and when the mine closed local residents repurposed the structure to serve as a community church. The pews, chancellery furniture and working church bell were acquired in 1950. In 2006 the church was donated to the Nine Mile

Community Center and moved to its present location. The church can seat up to about 65 people. The building is not ADA accessible.



**Pavilion:** The Pavilion is a large open air outdoor structure (42' X 28' covered), with a built in bar top, overhead lights, and electric outlets. Our Pavilion was constructed in 2012 using wood columns made from "sinker logs" salvaged from the Blackfoot River after removal of Milltown dam. The 50+ livestock brands emblazoned on the roof beams represent local ranches and families with ties to the Nine Mile. The twisting 16' long western larch wood bar was saved from the famous Nine Mile House restaurant before it burned down. The

Pavilion will comfortably cover about 150 people sitting in chairs, or 70 sitting at tables. The structure is ADA accessible.

**Tables & Chairs:** The use of 40+ tables and 150+ chairs are included with your rental at no additional charge. We have 22-6' portable folding tables, 8-8' portable folding tables, 12 other various size tables. All tables are rectangular. There are 115 folding metal chairs and 50 brown chairs with upholstered backs and seats.

**Parking:** There is free parking for about 50 vehicles on-site, with additional overflow parking along the County Road. The physical address is 25620 Nine Mile Road, Huson, Montana.

**How to Schedule an Event**

Reservations are taken on a first-come, first-served basis. To schedule an event check for an open date on the community center calendar on our website [www.ninemilecommunitycenter.com](http://www.ninemilecommunitycenter.com), or visit the NMCC page on [www.Eventective.com](http://www.Eventective.com), then contact us via email to confirm the requested event date is still available. Fill out this Usage Application and Rental Contract and mail it to the **NMCC, P.O. Box 1061, Frenchtown, MT. 59834**. For a private event also send the \$200 Date Reservation Fee by Venmo account at @ninemilecc, or a check or money order. Rental Fee information is below. The Usage Application and Rental Contract can be downloaded and printed from our websites, or you may request a paper copy. If you have any questions or would like to set up a free site visit, please contact us by email at [ninemilecc@gmail.com](mailto:ninemilecc@gmail.com).

After the reservation is approved by the Board of Directors the Renter must pay the balance of the Rental Fee and Cleaning/Damage/Security deposit at least two months before your event date. **The balance of fees are due a minimum of 60 days before the date of your event. If the balance is not paid on time your reservation may be canceled.**

## RENTAL CONTRACT: TERMS AND CONDITIONS

- 1. Date Reservation Fee:** A fee of \$200 is required to schedule a private event. It must be paid upon submittal of this Rental Contract in order to reserve a private event date. The Date Reservation Fee is credited toward the total rental fees. The Date Reservation Fee is non-refundable.
- 2. Facility Rental Fee:** Rental Fees for private events range from \$200 for events less than 4 hours, \$400 for up to 8-hours, to \$1,000 for a full day rental. See the Fee Schedule on page 6 for more information. The Rental Fee is refundable if the event is canceled by the Renter in writing or email at least 30 days before the scheduled event date. If the event is canceled by the Renter within 30 days of the scheduled event date the Rental Fee is non-refundable.
- 3. Cleaning/Damage/Security Deposit:** The Cleaning/Damage/Security Deposit (Security Deposit) is \$1,000 for all private events except Memorial Gatherings. There is no Security Deposit required for Memorial Gatherings, Public Benefit Seminars, nor Public Events. **We require that you leave the facilities as clean as you found them, return all chairs and tables to their original locations, end the event by 10:00 p.m., remove all event trash, and report any event damages to the NMCC.** The Renter will be held responsible for repair of damage to the facilities, or for lost keys. Any work that the NMCC must do to make the facility in good repair and/or surrounding areas clean again, will be charged at a rate of \$100/hour with a 1 hour minimum. The Security Deposit is refundable by the NMCC within 10 days after the property has been inspected for damages and cleanliness, and all building keys returned, and all issues resolved by the Renter.
- 4. Optional Trash Fee:** If the Renter requests the NMCC to remove event trash there is an advance fee of \$300. All trash must be bagged with trash bags supplied by the NMCC. Place bagged trash in basement.
- 5. Rental Fee Due Dates:** The Date Reservation Fee (\$200) is payable immediately to reserve a date. The remaining Facility Rental Fee and Security Deposit are **due a minimum of sixty (60) days before the event.** The NMCC will deposit your check for the balance of the Rental Fees, and the \$1,000 Security Deposit.
- 6. Use of Facilities Prior to or After Your Event Date:** The full day \$1,000 rental fee includes access to the facilities from 12:00 noon the day before to 12:00 noon the day after the scheduled event date. Hourly rentals, either 4-hours or 8-hours, must complete all event setup and cleanup within the time limits.
- 7. Off-Site Table rental:** \$10 each. Off-Site Chair rental: \$2 each (There is no fee if used on-site.)

### **Usage Terms, Restrictions & Information**

- 1. Event Hours** are from 8:00 a.m. to 10:00 p.m. sharp. The Renter must vacate the facility promptly after the scheduled event time.
- 2. Facilities must be cleaned by the Renter** by 12:00 noon the day after a full day event, or within the time limits of an hourly rental. Failure to comply may result in the forfeiture of some or all of the Security Deposit.
- 3. Event Trash:** All event trash must be completely removed by the Renter unless the Renter chooses to pay NMCC an Optional Trash Fee of \$300. If the Renter leaves any event trash without paying the Optional Trash Fee it shall result in forfeiture of some or all of the Security Deposit with a minimum charge of \$300. No trash may remain outside overnight to prevent prowling bears from getting into it. Renters are responsible for removing any directional signage they may have placed along the County roads, as well as cleaning event trash on the NMCC grounds or parking area.
- 4. Decorating Buildings:** Building and grounds may be decorated for your event. All decorations must be temporary and removed by the Renter without leaving any marks or damage to the facilities. Do not use nails, screws, or other such devices to affix decorations to the structures.
- 5. Music is allowed** at the NMCC during event hours. Due to the proximity of the NMCC to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local

surrounding area. Any complaints from neighbors may require the sound levels to be reduced. All music and noise must end by 10:00 pm. Failure to comply with the 10:00 p.m. quiet time may result in the forfeiture of some or all of the Security Deposit.

6. Private Party Tents and event decorations, such as arbors, are allowed on the NMCC grounds.
7. Private Caterers and other private contact services are allowed. The Renter is responsible for ensuring that their service providers follow this contract and remove all their trash.
8. All items owned by the NMCC such as furniture, equipment, dishes, etc. may not be removed from the NMCC grounds and must be returned clean to their original location.
9. Smoking is not allowed inside any buildings. Smoking is restricted to areas free of pine needles, grass, or other flammable materials. All cigarette butts must be placed in trash containers.
10. Fires are not allowed on the property. Candles, torches, or other open flames are not permitted. The use of any type of flame is prohibited in all buildings and throughout the site.
11. BBQ grills are allowed only on the concrete pad of the Pavilion or within the parking area.
12. Dogs: Dogs are welcome on a leash or under close supervision. Dogs must be restrained by their owners at all times. Dogs, except registered Service Dogs, are not allowed in any buildings at any time. Please pick up after your dogs.
13. Camping & Lodging: No camping on-site. Camping may be available in the nearby Lolo National Forest. Contact the Nine Mile Ranger District for more information. A list of nearby lodging is available upon request.
14. Alcoholic beverages may be used in accordance with applicable state laws and regulations. Designated drivers are highly encouraged. It is understood and agreed that the Renter may serve beverages containing alcohol upon the following terms and conditions:
  - a. Renter shall not permit any person under the age of twenty-one (21) to consume alcohol regardless of whether or not a parent or guardian accompanies the person.
  - b. Renter hereby agrees to use their best efforts to ensure that alcohol will not be served to anyone who is intoxicated or appears to be intoxicated.
  - c. Caterers serving alcohol must have all applicable permits and liability insurance.
  - d. Renter hereby agrees to be liable and responsible for all acts and actions of every kind and nature for each and every person in attendance at Renter's function or event.
15. Open carry weapons are not allowed on Community Center property without permission from a Board member.
16. Birdseed and blowing bubbles are permitted outside. Throwing confetti, Mylar or other non-biodegradable material is not permitted.
17. NMCC provides paper towels, toilet paper, cleaning supplies, and garbage bags. All other event supplies are provided by the Renter.
18. Local Vegetation: Flowers, shrubs, and tree foliage may not be cut or picked under any circumstances.
19. Sharing of Event Photos The Nine Mile Community Center maintains a website and Facebook page for public information and enjoyment. If the Renter would like to share any photos or information about their event please forward them to our email at [ninemilecc@gmail.com](mailto:ninemilecc@gmail.com).
20. Limited phone service: The NMCC has a local service land line phone (406) 626-2485. Cell phone reception is intermittent, and we do not have Wi-Fi service.
21. No air conditioning: The facilities are not air conditioned.

**Damage to Premises**

The Renter agrees to be responsible for any damage done to the NMCC facilities by the Renter, their guests, invitees, employees, or other agents under the Renter control. Any damages that are in excess of the Security Deposit will be billed to the Renter. The Stark School and Nine Mile Church are historic facilities, and we appreciate your care of these special sites.

**Hold Harmless**

The Renter agrees to be responsible for any damage done to the NMCC facilities by the Renter, their guests, invitees, employees, or other agents under the Renter control. Further, NMCC shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Renter, or any of their guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Renter to maintain the premises in a safe condition or arising from any other cause. The Renter, as a material part of the consideration of this Contract, hereby waives on its behalf all claims and demands against NMCC for any such loss, damage, or injury of claims and demands against NMCC for any such loss, damage, or injury of the Renter, and hereby agrees to indemnify and hold NMCC free and harmless from all liability of any such loss, damage, or injury to their persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

**Unforeseen Events**

If unforeseen events (including but not limited to forest fires or other natural events) occur which prevent the event from taking place as scheduled as determined by NMCC, the NMCC will allow event rescheduling or refund of all fees with no penalty.

**Reservation of Rights**

NMCC reserves the right to cancel Rental Contracts for non-payment or for non-compliance with any of the Terms and Conditions in the Rental Contract. Failure to observe any condition of this contract will result in default, and the NMCC can immediately cease rental of the premises. The rights of the NMCC as set-forth in this Contract are in addition to any rights or remedies which may be available to NMCC at law or equity.

**Jurisdiction**

The Parties agree that this Contract will be governed by the laws of the State of Montana. The Parties consent to the exclusive jurisdiction of and court venue in Missoula County, Montana, and the parties expressly consent to personal jurisdiction and venue in said Courts.

**Binding Effect**

This Contract shall be construed under the laws of the State of Montana and is binding on and to the benefit of the respective parties, their successors and assigns.

**Entire Contract**

This contract, including any approved addenda, contains the entire Contract between the NMCC and the Renter, and cannot be changed or terminated orally.

**Attorney's Fees**

If the NMCC seeks to enforce any of the terms of this contract, the prevailing party will be entitled to reasonable attorney's fees determined by the court or arbitrator.

**Addendum:** Any specific changes, additions or exceptions will be noted in an Addendum, and if approved by the Board of Directors, become a part of this contract.

**Anti-Discrimination Policy**

The Nine Mile Community Center is an equal opportunity service provider. The NMCC will not discriminate and will take affirmative action measures to ensure against discrimination in volunteer service, recruitment and advancement of volunteers, and other conditions of service against any volunteer or facility user on the bases of race, creed, color, religion, national origin, political affiliation, or sex or sexual orientation.

# NINE MILE COMMUNITY CENTER USAGE APPLICATION

RENTER'S NAME \_\_\_\_\_ EMAIL \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

TELEPHONE (HOME) \_\_\_\_\_ (CELL) \_\_\_\_\_

DATE REQUESTED \_\_\_\_\_ HOURS from \_\_\_\_\_ to \_\_\_\_\_  
(Event hours are from 8:00 a.m. to 10:00 p.m. sharp.)

**(Check one)** Is your event a      **Private Event**, or a      **Public Community Event**, or a      **Public Benefit Seminar**? Briefly describe your event. Examples of event type include wedding, memorial gathering, public/community meeting, or class/workshop, etc.

EVENT TYPE \_\_\_\_\_

ESTIMATED NUMBER OF ATTENDEES \_\_\_\_\_

**THERE ARE NO FEES FOR EVENTS OPEN TO THE PUBLIC.** For public events sign this form below, initial all pages, and submit this application to **NMCC, P.O. Box 1061, Frenchtown, MT 59834.**

## PRIVATE EVENT RENTAL FEES:

- Date Reservation Fee:           **\$200** (Submitted with this application.)
- Full Day Fee:                   **\$800** (Remaining Fee after \$200 Reservation Fee is paid.)
- Up to Eight Hours           **\$200** (Remaining Fee after \$200 Reservation Fee is paid.)
- Up to Four Hours           **\$0** (Remaining Fee after \$200 Reservation Fee is paid.)
- Memorial Gathering:       **\$0** (Remaining Fee after \$200 Reservation Fee is paid.)
- Security Deposit:           **\$1,000** (For all private rentals except Memorial Gatherings)
- Optional Trash Fee:       **\$300** (Optional fee to have the NMCC dispose of your bagged trash.)

**Fill in the total Remaining Fee and Security Deposit:** \$ \_\_\_\_\_

(Example: Full day rental has a **\$800** remaining fee + **\$1,000** Security Deposit = **\$1,800.**)

**The remaining fees are due 60 days prior to your event. THAT DATE IS:** \_\_\_\_\_

I have read this Usage Application and Rental Contract, initialed all pages, and I agree to abide by this Contract. I agree to pay the nonrefundable Date Reservation Fee to book an event. At least sixty (60) days prior to my event, the remaining Rental Fees and the Security Deposit are due, by Venmo account at @ninemilecc, check or money order **sent to NMCC, P.O. Box 1061; Frenchtown, MT. 59834.** I understand the Security Deposit will be refunded in its entirety if I abide by the terms of this contract, and the keys are returned, and the facilities are undamaged and left in clean and satisfactory condition. I will be responsible for any damage to the facilities and site, including the behavior of my guests, agents or sub-contractors resulting from my use of venue. The NMCC is not liable for any damages arising from this rental activity. I understand the NMCC is located in a residential area and the event must end, and all music and noise must cease, by 10:00 p.m.

Renter's Signature \_\_\_\_\_ Date \_\_\_\_\_