



## HISTORICAL MUSEUM AT FORT MISSOULA FACILITY LEASE AGREEMENT

This Lease, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Historical Museum at Fort Missoula, a subdivision of Missoula County, hereinafter referred to as the “**Lessor**”, and \_\_\_\_\_, hereinafter referred to as the “**Lessee**.” The parties agree as follows:

1. **Property:** The Lessor agrees to lease to Lessee, and the Lessee agrees to lease from the Lessor, the following Property managed by the Lessor and described as follows:

- a. ...
- b. ...

A map of the Historical Museum at Fort Missoula is available from the Lessor upon request.

2. **Term:** The term of this Lease shall be for \_\_\_\_\_. During the term of this lease, Lessee shall have the right to exclusive use of the facilities described in section 1, subject to any other conditions in this Lease.

3. **Deposit:** Lessee shall submit a damage/security deposit (“Deposit”) of \$\_\_\_\_\_ to secure compliance with all the conditions of this Lease. The Deposit is in addition to and separate from the Rent. The Deposit shall cover cleaning expenses attributable to Lessee’s failure to maintain the Property. Lessor shall return the Deposit within 30 days of the termination of the lease agreement. If necessary, fees for damages and cleaning expenses shall be deducted from the damage deposit. If the deposit is insufficient to satisfy Lessor’s claims for obligations under the lease agreement, Lessor may collect the deficiency from Lessee.

4. **Rent:** Lessee shall pay Lessor a total of \$\_\_\_\_\_ for use of the Property. Rent shall be paid to the Lessor at 3400 Captain Rawn Way, Missoula, MT 59804 at least one month prior to the date of rental or by \_\_\_\_\_. The rent amount is determined on a case by case basis by the Executive Director of the Historical Museum depending of the duration of the rental and the needs of the Lessee.

5. **Purpose:** Lessee shall use the Property for \_\_\_\_\_. Lessee shall restrict the uses of the Property to those activities stated in this Lease and shall not use or permit the use of the Property for any other purpose without the written consent of Lessor. Lessee shall use the Property in a careful and proper manner and shall comply with all laws, ordinances, and regulations relating to the possession, use and maintenance of the Property.

6. **Alternations/Improvements:** Lessee shall make no alterations or improvements to the Property without prior written consent of Lessor. Lessee shall not place bolts, screws or nails in any structure for securing banners or promotional materials without the prior written consent of Lessor.

7. **Maintenance:** Lessee shall keep the Property in good repair during the time of this Lease.

8. **Right of Inspection:** Lessor shall have the right to enter the Property for the purposes of inspection for the compliance with this Lease and any other laws or regulations during the time of this Lease.

**9. Liens and Encumbrances:** Lessee shall in no way cause the property to be liened, mortgaged or encumbered during the term of the Lease.

**10. Permits and Licenses:** Lessee shall obtain all permits and licenses necessary for engaging in all activities connected with Lessee's use of the Property and submit copies of all permits and licenses to the Lessor at least 30 days prior to the event

**11. Utilities:** Basic electrical services are included without additional fee.

**12. Operation of Concessions:** Lessee may operate or permit a concessionaire or licensee to operate concessions during its use of the Property provided Lessee or concessionaire obtains all licenses and permits necessary for the operation of the concessions.

**13. Fire & Heating Devices:** Lessee shall agree to keep all open flames or devices emitting flame, fire or heat or any flammable or combustible liquids, gas, charcoal or other cooking device at least 20 feet away from any building on the Property. This includes propane heaters of any kind, burn barrels, bonfires, and similar heating devices. Lessee agrees to obtain special permits needed for bonfires, burn barrels, and similar heating devices through the City of Missoula. If Lessee intends to utilize a bonfire or burn barrel, Lessee must contact Lessor and receive prior written approval for proper placement of any flame.

**14. Alcohol:** Lessee acknowledges and understands that Lessor prohibits the sale, distribution, or consumption of any alcoholic beverage on the Property without express written consent of the Lessor. If Lessee intends to serve alcohol during Lessee's use of the Property, Lessee acknowledges being aware that there are strict rules and potential liability. Regarding permits and licenses, Lessee must obtain all permits and a license, ensuring that all criminal laws are complied with including that underage consumption of alcoholic beverages does not take place and open container laws are complied with. Additional questions should be addressed to local law enforcement. Regarding civil liability, Lessee acknowledges being aware that there are a number of scenarios where liability may be incurred. Lessee acknowledges that under other provision of the lease, Lessee had agreed to indemnify Lessor for those situations.

**15. Sanitation:** In the event that Lessee's event exceeds 100 individuals, Lessee is responsible for providing adequate toilets for use of those in attendance. The Lessor will make available the Museum's restroom facilities during normal museum hours. Arrangements may be made to have the museum's outdoor restrooms available past regular hours with consent of the museum's Executive Director.

**16. Clean Up & Waste Removal:** The Lessee, or caterer/party planner in Lessee's stead, is required to remove all trash and place it into the trash bags. Trash bags are then placed in garbage dumpster located on the Property. The Lessee or caterer/party planner is responsible for removing any trash/mess left by their event on the Property. Lessee is responsible for clean up during and immediately after the event. If the cleanup is not done satisfactorily and has to be completed by the Lessor facilities staff, funds to cover clean up may be deducted from the Lessee's Deposit. If required, Lessor reserves the right to either hire a third party to perform the cleanup or to perform it on its own at a rate of \$50.00 per hour.

**17. Advertising:** Lessee shall conduct and be responsible for any advertising it chooses to do in connection with its use of the Property unless otherwise agreed to in writing with the Lessor.

**18. Surrender:** On expiration of the term of this Lease, Lessee shall deliver the Property to Lessor.

**19. Condition of Property:** Lessee acknowledges having inspected the Property, the areas around the Property prior to taking possession of the property. Lessee accepts the property "As Is" and agrees to return the property to Lessor in as good a condition as it now is on the expiration of the term of this Lease.

**20. Events Constituting Default:** The following events shall constitute default on this Lease. a.) Nonpayment by the Lessee of any sum required to be paid by the Lessee under the terms of the Lease at least 30 days prior to the event. b.) Nonperformance by the Lessee or Lessor of any covenant or condition of the Lease.

**21. Right to Prevent Default:** Should Lessee fail to make any payment or do any act required by this Lease, the Lessor shall have the right, at its option, without notice or demand on the Lessee, to make such payment or do such act. All expenses incurred by Lessor in preventing the default of Lessee shall

be due and payable from Lessee to Lessor on the date the expenses are incurred without demand and shall bear interest at the rate of twelve (12) percent per annum from the date incurred until paid by Lessee.

**22. Rights on Default:** On default of the Lessee under the terms of the Lease Lessor may immediately exercise any or all of the following options: a.) Declaring all rent hereunder for the entire term of the lease immediately due and owing; b.) Take possession of the Property; c.) provide notice of default and opportunity to remedy within a reasonable time. The remedies herein afforded to the parties are non-exclusive and are to be considered in addition to all rights, remedies and actions Lessor might have under the laws of the State of Montana.

**23. Termination:** This Lease may be terminated at any time by mutual written and signed consent of both parties.

**24. Notice:** Notice given hereunder shall be served upon the parties by registered or certified mail sent return receipt requested. Such mail shall be directed to the parties at the following address:

**Lessor:**  
Historical Museum at Fort Missoula  
3400 Captain Rawn Way  
Missoula, MT 59804

**Lessee:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice served by mail shall be deemed received when deposited in the United States Post Office. In the event the parties change their address, they shall so advise the other parties. Any notice mailed to a previous address before notice of a change of address shall be fully effective.

**25. Successors:** This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

**26. Entire Agreement, Modifications:** This Lease contains the entire agreement between the parties. All preliminary negotiations and agreements are merged herein. This Lease cannot be changed or modified in any manner except by a written agreement signed by both parties.

**27. Non-Assignment:** Lessee shall not assign this Lease or sublet the Property without the written consent of Lessor.

**28. Credit Card Payments:** Lessee agrees to pay a 3% convenience fee for any payment by credit card. Lessee further agrees that if a credit card is used for the Deposit and there is a cleaning or damage fee payment to Lessor, the Lessee authorizes Lessor to charge Lessee's credit card for the cleaning, damage or fee and the convenience fee.

**29. Non-smoking:** Smoking is not permitted at the Historical Museum at Fort Missoula except in designated areas, agreed upon by the Executive Director, prior to the event.

**30. Compliance with all laws and non-discrimination:** Lessee agrees to comply with all federal, state and local laws, rules and regulations. In accordance with Montana Code Annotated Title 49, Chapters 2 and 3, Lessee agrees to not discrimination in the provision of goods, services, or public accommodations, or other protected activities.

**31. Cost and Attorney's Fees:** In the event either party may institute legal action for enforcement of this Lease, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs of the suit.

**32. Destruction of Lease Property:** If the Property is damaged or destroyed by fire, the elements, unavoidable accident, vandalism or other casualty prior to or during the term of the lease, and if by

reason of such occurrence the Property shall be rendered unusable only in part, the rent during the time the Property is partially unusable shall be abated proportionately as the portion of the premises rendered unusable. If the Property shall be rendered wholly unusable by reason of such occurrence, the Lessor shall cause the damage to be repaired, and the rent meanwhile shall abate until the leased premises have been restored and rendered tenable, or Lessor may, at its election, terminate this lease and the tenancy hereby created by giving Lessee within thirty (30) days following the date of the occurrence, written notice of Lessor's election to terminate the lease. In the event of such termination, rent shall be adjusted as of the date of the occurrence.

**33. Indemnity:** Lessee shall defend, indemnify, and hold harmless the Lessor, its employees and agents, from all claims, liabilities, causes of action or judgments, including costs and attorneys' fees, asserted by or awarded to third parties as a result of (1) any negligent action or omission or willful misconduct on the Lessee, its employees or agents; (2) any loss or damage to the Property or any personal or real property damaged as a result of Lessee's use of the Property from any cause that occurs during the term of this Lease.

**34. Insurance:** The Lessor, in its discretion, may require the Lessee to provide additional insurance coverages. If required, all insurance policies must be from an insurance carrier licensed to do business in the State of Montana. Lessee agrees to furnish proof of required insurance to the County prior to the events specified in this Agreement. County must be listed as an additional insured on the general liability insurance certificate for this Agreement unless otherwise specified by the County. Any insurance requirements are specified on Exhibit A.

**35. Place of Performance, Venue, Contract Interpretation:** Lessee and Lessor agree that performance of this Lease is in Missoula County, Montana. In the event of litigation concerning it, venue is in the 4<sup>th</sup> Judicial District, in and for the County of Missoula, State of Montana. This Lease will be construed under and governed by the laws of the State of Montana.

**36. Severability:** If any part of this Lease is hereafter held to be void, illegal or unenforceable, the validity of the remaining portion or provisions will not be affected hereby.

## FEE SCHEDULE

Under the terms of the Lease, Lessee is responsible for the following payments to Lessor:

1. Deposit: \$ \_\_\_\_\_
2. Rent: \$ \_\_\_\_\_
3. TOTAL PAYMENTS: \$ \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written. Lessee has read and understands all information provided in this document and other information pertaining to this rental and agrees to abide by all rules and regulations outlined therein.

\_\_\_\_\_  
HMF M Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

**EXHIBIT A**

**INSURANCE REQUIREMENTS**

Upon execution of this Agreement and prior to the events described in this Agreement, Lessee shall provide the Historical Museum at Fort Missoula with a Certificate of Insurance evidencing the required insurance below. The Lessee shall procure and maintain in force with companies acceptable to the Historical Museum at Fort Missoula, insurance with limits of liability of not less than the following:

***\*\*If not applicable, delete table and state “No additional Insurance Requirements.”***

<b>1. Workers' Compensation</b>	<i>Statutory</i>
<b>2. Commercial General Liability</b>	
<i>Each Occurrence</i>	<i>\$1,000,000</i>
<i>Personal &amp; Advertising Injury</i>	<i>\$1,000,000</i>
<i>General Aggregate</i>	<i>\$2,000,000</i>
<i>Products-Completed Operations Aggregate</i>	<i>\$2,000,000</i>
<b>3. Commercial Auto Liability</b>	
<i>Combined Single Limit Includes owned, hired and non-owned autos</i>	<i>\$1,000,000</i>
<b>4. Special Events Insurance</b>	<hr/>