

# **MONTGOMERY COUNTY, MARYLAND**

**Office of Community Use of Public Facilities**



(Revised Date: 4/30/2017)

**Application Packet for Large Community Events  
Montgomery County Public School Facilities**

## INTRODUCTION

Concerns have been raised by MCPS administrators and staff regarding large events at school facilities. Often, schools find that large events have a greater attendance than what was stated on the application, causing the need for additional staff. Schools have shared that some events may not be well suited for school facilities due to a wide variety of issues. Groups wishing to hold large events have expressed concerns as well, such as the long wait time to receive approvals from school administrators.

At the recommendation of the Interagency Coordinating Board (ICB), Procedures and Guidelines Committee, the ICB has approved Office of Community Use of Public Facilities' (CUPF) implementation of a two-year pilot program aimed at improving the process and addressing the concerns of both the community groups and Montgomery County Public Schools regarding large events at public school facilities.

The following has been implemented by CUPF to better manage the application, planning and communication process for community groups requesting to utilize MCPS facilities for large events.

## WHAT IS A 'LARGE' EVENT?

Effective April 1, 2016 CUPF considers an event 'large' if any of the following are applicable:

1. Expected attendance of 500 or more people.
2. Use of a school auditorium, regardless of attendance expected.
3. Use of athletic facilities including gymnasium, stadium, track or field use for tournaments, fundraisers, track meets or other similar events regardless of attendance expected (does not include routine games).
4. Event requires advanced confirmation due to size, scope or nature.
5. Significant set-up required.
6. Extensive audio-visual needs.
7. An amount of space or hours of use that requires multiple support staff.

## OPPORTUNITIES

There are a limited number of county facilities for large events, knowing the limitations can help the community understand the process and what is expected of them to successfully reserve the facility they desire:

1. The demand for large facilities is great—plan ahead in order to increase your options.
2. Few public facilities can accommodate more than a few hundred persons in a single room.
3. The maximum capacity in any single room within a public facility is 1,300 persons.
4. There are only 25 school auditoriums in Montgomery County.
5. School auditoriums typically host school plays twice annually, each for several weeks.
6. Expectations of facility quality and equipment are often greater than what is available in the majority of schools and other County facilities.
7. Parking is limited at most public schools. Parking lots are designed for school staff and a limited number of students (the majority of which ride a bus or walk).
8. Multiple staff required for large events typically involves contracted service providers or employees of other government entities voluntarily working overtime—both of which can take significant time to secure.

## TIPS FOR SUCCESS

Success in securing public space for large community events typically involves:

1. Account creation prior to submitting an application; contact CUPF via phone, email or internet for assistance.
2. Prior to submitting an application, ensure that your account does not have an outstanding balance and that all group contact information is up-to-date.
3. Submission of a written application six to nine months in advance of the event date.

4. Consideration of splitting an event into two separate events, utilizing a smaller facility.
5. Accurate, realistic information such as number of expected attendees, whether food will be served, extent of setup, sponsorship, vendor booths, etc. Groups that submit lower numbers than actual attendance will have a more difficult time getting permits in the future.
6. Flexibility on requested date(s), facilities, geographical area, times, etc. if possible.
7. Consider use of the Silver Spring Civic Building, one of the region's premier event facilities.
8. Submission of specific audio-visual needs with application.
9. Compliance with CUPF User Responsibilities and Facility Use License Agreement, available on the 'Resources' page of our web site and in the Large Events Application Packet.
10. Understanding of cancellation policies.

#### CUPF COMMITMENTS

CUPF commits to the following for requested use of public spaces for large community events:

1. Facilitate fair and equitable access to public space.
2. Maximize community use of public school facilities without interference to instructional programs and other school activities.
3. Maximize community use of libraries, regional service centers and other county government buildings without disruption to County operations.
4. Maintain an appropriate balance of user fees and reimbursements to Montgomery County Public Schools for direct identifiable costs for shared use.
5. Provide a firm answer on space availability within 10 business days of receiving a completed application (this does not include staff availability).
6. CUPF will provide a final decision on a facility, including staffing, within 20 business days of receipt of all required documents from applicant.
7. Track, monitor and report outcomes of all large event requests.
8. Continuously improve the process for handling large community events

#### LARGE EVENTS APPLICATION PROCESS

The following will be implemented by CUPF to better manage the application, planning and communication process for community groups requesting to utilize MCPS facilities for large events:

CUPF will dedicate a single staff person to oversee the application and planning process of large events held in MCPS facilities. An application packet for the large events request will soon be available for download and printing on the CUPF website at [www.montgomerycountymd.gov/cupf](http://www.montgomerycountymd.gov/cupf) to include all pertinent details, procedures, guidelines, forms, etc.

There will be two open submission dates established for Large Events that coincide with the new submission deadlines for all other use. These will be opening dates for each session/season. Groups are welcome to submit at any time after that opening date, but are encouraged to do so sooner rather than later. **The open submission dates are as follows:** (1) submit requests beginning May 1, 2017 for dates of use during the 2017-2018 MCPS school year (exact dates vary each year but are posted online at CUPF and MCPS web sites), and (2) submit requests beginning February 1, 2018 for dates of use during the MCPS summer 2018 break.

The procedures and guidelines of the large events application process:

1. There is a minimum of 45 days in advance notice before the date of the event shall be given to CUPF when initiating a large event request to use MCPS facilities.
2. The Required Preliminary Meeting - Applicants must set an appointment to meet with CUPF Large Events Specialist in order to submit their application; call 240-777-2725. During the meeting, the CUPF Large Events Specialist will go over the application process with the applicants and/or groups, review the submitted request form and check the

availability items in ActiveNET to determine if the application can be processed. If the requested site(s) are available in ActiveNET, the applicant's large events request will be processed following the meeting on the same day. This meeting will ensure that all details and documentation have the utmost clarity, which will assist MCPS School Business Administrators and CUPF in making a well-informed decision as to whether available facilities will meet the needs of the community use request. This meeting may also be conducted through telephone conference, depending on the scope, size of the event and event nature. CUPF will determine which proper procedure will be used upon review of the applicant's submitted large events application form.

3. The Application Process Timeline - Once the applicant and/or group's completed large event request form has been submitted to the MCPS School for review, MCPS School Business Administrators will respond to CUPF within 5 business days, regarding space availability at their specific facility (not including staff availability). CUPF will provide a final decision on a facility, including staffing, within 20 business days of receipt of all required documents from applicant.
4. The Required Large Events Staffing - CUPF will handle coordination/ hiring of media services, security and kitchen staff for overtime opportunities at large events. Staff at the hosting facility will have right-of-first-refusal for (3) three business days once notified; then CUPF will open the overtime to all applicable MCPS staff and acceptance will be on a first-response basis.
5. The Required Certificates – These certificates shall be submitted to CUPF via email prior to the event takes place at the approved MCPS facilities:
  - A. The Crowd Manager Training Certificate - A ratio of 1 crowd manager per 250 persons is required per NFPA 101 12.7.6.1& 13.7.6.1, 2015. Any groups holding large events must follow NFPA code requirement and provide the certified designee(s) to the scheduled event in handling and managing large events, crowd control, etc.
  - B. CPR Certification - The group must provide a certified designee who will attend the schedule event with holding a valid CPR certification. Or, if any attendees are a doctor, then the required CPR certification can be waived and the contact information of the doctor who will attend the scheduled event should be provided to CUPF via email. The required CPR certification can be obtained from the American Heart Association, Red Cross, etc.
  - C. The Certificate of Liability Insurance - Groups holding large events must also have liability insurance. As stated in our Facility Use License Agreement: All commercial or enterprise users and any User proposing certain Activities such as childcare, sports leagues or activities identified by Montgomery County's Risk Management office must maintain insurance with an insurance company licensed to do business in Maryland in an amount sufficient to indemnify, defend and hold the county and the Board of Education harmless as required above.
    - 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) The policy must list Montgomery County as an additional named insured and also the Board of Education if the Activity takes place in a school Facility. The Certificate Holder on the Certificate of Liability Insurance shall be made out to following:

Montgomery County Maryland & Montgomery County  
Board of Education  
255 Rockville Pk, Suite 201  
Rockville, MD 20850
    - c) The User must provide CUPF with a copy of the certificate of insurance within 10 calendar days following submission of the completed Application.
    - d) The User must notify the county and the Board of Education, if the activity occurs in a public school building, 30 days before the cancellation of the insurance. This Agreement and any associated permits are cancelled immediately upon the cancellation of any applicable insurance policy.
    - e) Nothing in this Agreement may be construed to create any rights or claims in any third parties.
6. The Required Final Walkthrough Meeting - CUPF will arrange the meeting with group representative, School Business Administrator and/or its designee, including the required MST to finalize plans in advance of event. This will include

floor plans being completed by group with the assistance of CUPF program specialist for approval by the school, well in advance of the event. This final meet normally will take place 30 days in advance prior to the event takes place; however, sometimes it may be required for all parties to meet even earlier depend on the scope of the event. The meeting generally will last approximately 30 minutes. Group representatives failure to attend the walk-through meeting will delay processing and may jeopardize the approval of the request.

7. Duties of Assigned MCPS Staff - Day of event oversight to ensure user accountability will be the responsibility of MCPS security staff assigned. MCPS weekend supervisors assigned to CUPF will periodically check in.
8. CUPF will track and monitor date regarding all applications received, requests sent to MCPS for approval, turnaround time at each school, whether a school approves or denies a request, and the reason in which a request was denied.
9. After Event Follow-Up - A debriefing meeting will be initiated by CUPF within 5 business days after each event, which will include school, CUPF and user group representation. This may be done in-person or via conference call.

CUPF will report all collected data on a quarterly basis to the following: Interagency Coordinating Board, MCPS Chief Operating Officer, Montgomery County Office of Community Partnerships, MCPS Community Partnerships, Montgomery County Association of Administrators and Principals.

### MODIFICATION AND CANCELLATION POLICIES

A modification to an existing permit is considered an adjustment/cancellation. A modification includes canceling some or all of the permitted use, adding or changing date(s), canceling or adding to all or a portion of the original time requested, requesting a refund/credit or requesting additional services.

1. Requests to cancel or modify a permit must be in writing (may submit via online access account; an email is accepted for paper/mail-in requests)
2. Maximize your credit by giving as much notice as possible
3. Standard Use: 10 business days prior to date of scheduled use
4. Special Events: 45 calendar days prior to date of scheduled use
5. A fee is always incurred for all adjustments and/or cancellations
6. Detailed cancellation policies are posted on CUPF website

Every application resulting in an approved permit represents a financial obligation. All requests for cancellations or adjustments must be submitted in writing and received during normal office hours. No refund of facility charges is made without adequate notice. Otherwise, all facility fees will be retained. No refunds or credit for permits that are not cancelled in a timely manner even if the space is not used. [Cancellation/Date Change Policy for Large Events \(large events in auditoriums, cafeterias, tournaments, etc.\):](#)

1. 46 calendar days notice or more: \$50 cancellation fee
2. 31-45 calendar days notice: 25% of facility charges plus \$50 cancellation fee
3. 10-30 calendar days notice: 50% of facility charges plus \$50 cancellation fee
4. Less than 10 business days notice: 100% of facility charges

### ActiveMONTGOMERY

The authorized organization liaison must register with ActiveMontgomery at <http://www.activemontgomery.org>. Below is a simple how to on creating your account:

1. Allow POP-UPs
2. Click "create a new account and follow prompts"
3. Date of birth required for activity registrations and recreation and park discounts
4. You need to be at least 18 years old to reserve a facility
5. The login Name = email address
6. Respond to the confirmation email sent by ActiveMONTGOMERY. If you do not see this email, please check your "spam" folder.

If you represent an organization, please email following required information to [cupf@montgomerycountymd.gov](mailto:cupf@montgomerycountymd.gov) in order for us to verify your account and link you to your organization:

The Organization Name (*Be specific and use full legal name; no acronyms*)  
Non-profit or For-Profit Status  
Organization Address  
Organization Phone  
Organization Email Address and Website (if applicable)

#### USER ACCOUNTABILITY FOR USE OF SCHOOLS

Concerns have been raised by MCPS staff and other community user groups regarding groups who violate the CUPF guidelines. Multiple means have been used over the last several years to hold groups accountable. As approved by the Interagency Coordinating Board (ICB), per recommendation of the ICB Procedures and Guidelines Committee, CUPF will follow protocol below, effective July 1, 2016, in order to ensure that all such situations are handled equitably:

All reported violations at MCPS facilities will be investigated and documented by CUPF.

For major violations of the Facility Use License Agreement by community user groups, which includes weapons, tobacco, illegal drugs or alcohol on MCPS property, or otherwise place participants or MCPS staff in harm's way: **group shall receive an 18-month ban from use of MCPS facilities**, countywide.

Steps for lesser violations of the Facility Use License Agreement by community user groups for violations of any of the terms and conditions of the permit or Facility Use License Agreement:

1. **First violation** of any term(s), the user group shall receive: written warning.
2. **Second violation** of any term(s), the user group shall receive: mandatory meeting with CUPF director or designee and written warning.
3. **Third violation** of any term(s), the user group shall receive: an 18-month ban from use of MCPS facilities, countywide.
4. **Subsequent violations** of any term(s) after returning from an 18-month ban from use of MCPS facilities, countywide, the user group shall receive: indefinite ban from use of MCPS facilities, countywide.

Notice of violations and action taken by CUPF must be communicated to user groups via electronic mail (if applicable) and U.S. Postal mail service within 10 business days of the violation.

Request for reconsideration by community user groups may be made to the CUPF Director, in writing, within 10 business days of notice. CUPF Director will convene a meeting with the group and applicable County or MCPS staff to hear the appeal. A final written decision by the CUPF Director will be made within 5 business days after hearing the appeal.

Electronic mail shall be acceptable for all written inquiries, findings, notifications and decisions.

Expungement of violations shall occur after 36 months of the date that the violation occurred.

#### FACILITY USE LICENSE AGREEMENT (FULA)

##### RECITALS

1. R-1. State law, Md. Code Ann., Educ. § 7-108, requires that each county board of education make its public school facilities available for community purposes upon written application. These purposes include public speaking, educational, social, recreational, religious, and other lawful activities. All meetings must be open to the public. School

facilities may be used only at times that will not interfere with regular school sessions or other bona fide school activities. Section 7-109 of the Education Article authorizes the county board of education to choose childcare providers for the public schools.

2. R-2. In Montgomery County, the Interagency Coordinating Board for Community Use of Public Facilities (ICB) schedules the non-school use of school facilities. The Office of Community Use of Public Facilities (CUPF) administers and implements the Board's policies, procedures, and guidelines. In addition to school facilities, CUPF is also responsible for scheduling community use of public facilities designated by the Chief Administrative Officer.
3. R-3. This Agreement governs the terms and conditions under which CUPF will schedule community use of schools and other public facilities designated by the Chief Administrative Officer.

## AGREEMENT

1. **Definitions.** Unless the specific context indicates otherwise, terms defined in the regulation on Community Use of School and Other Public Facilities have the same meaning in this Agreement.
2. **License Granted.** User acknowledges that he/she has received a permit to engage in the Activity specified in the Application, at the Facility specified in the Application, during the time(s) specified in the Application. The issued permit is not renewable. Upon expiration of the permit, the User may apply for a new permit. The issuance of this permit does not guarantee the issuance of any future permit.
3. **Fees.** 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 Application. A security deposit is required for auditorium, kitchen and special event use permits. Checks, money orders and MasterCard or Visa payments are accepted. The current Community Use of Public Facilities Fee Schedule is available online at [www.montgomerycountymd.gov/cupf](http://www.montgomerycountymd.gov/cupf) and at CUPF's offices in Rockville, Silver Spring and Germantown.
4. **Accurate Information.** The User certifies that all information they provide, or will provide, to CUPF is true and correct and can be relied upon by CUPF in taking any action with respect to this Agreement. If the User provides any false or misleading information, CUPF may reject the User's application, immediately terminate the Activity, preclude the User from future use of Facilities, and/or pursue any other appropriate remedy.
5. **Acknowledgement of Conditions of Use.** The user must not proceed with the activity until the User has read and agreed to the Conditions of Use applicable to the requested facility, Users requesting school facilities must also acknowledge completion of the online new user training.
6. **Limitations of Use.**

### A. The User Must –

- 1) Comply with all directions and conditions given by CUPF;
- 2) Ensure that the Activity conforms to the use described in the Facility Use Application;
- 3) Provide adequate security, traffic, and crowd control for its Activity, as determined by CUPF;
- 4) Remain at the Facility during the Activity and carry the license on his or her person during the Activity unless modified by 10.C.;
- 5) Adequately supervise the Activity;
- 6) Obtain and pay for any necessary licenses and permits, including licenses and permits required to distribute food, sell goods, and sponsor a public performance. The User is liable for any applicable taxes, fees, and similar costs; and
- 7) Comply with all applicable federal, state, and local laws, rules, regulations, and guidelines, including regulations and guidelines issued by the ICB. 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. 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.

### B. 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;
  - 5) Interfere with or adversely affect the school's educational or county function; or
  - 6) Attract large numbers of unsupervised minors.
7. **Post and Distribution of Signs and Advertisements in Schools.**
- A. A User must not post temporary or permanent signs, banners, pennants, etc. in the Facility or on Facility grounds except as follows:
    - 1) Materials associated with activities sponsored by the school or the school PTA; and
    - 2) Activities carried on in schools by the Board of Supervisors of Elections.
  - B. A User may only place temporary signs on Facility grounds during the actual hours of the scheduled Activity. At the conclusion of the use of the Facility, the User must immediately remove the signs.
  - C. The User, and persons 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.
8. **Mailing Address.** A User must not use a Facility address as the User's mailing address.
9. **Sponsorship.** A User must clearly identify on all advertising materials the name of the User, the name of any individual or group 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 use. Unless the Board of Education or the County sponsors an activity, all announcements and advertisements must include the following statement: This activity is not sponsored by, associated with, or endorsed by Montgomery County Public Schools or Montgomery County Government.
10. **Use Requirements/Restrictions.**
- 1. The following are prohibited in all Facilities, except as noted below:
    - 1) Unpermitted use or possession of alcohol or other intoxicants;
    - 2) Gambling - bingo, lotteries, etc., except as permitted by state law with appropriate permits and/or licenses;
    - 3) Smoking, fires, grills, open flames or flammable material;
    - 4) Weapons, firearms, ammunition except by officers of the law acting in an official capacity;
    - 5) Personal or private celebrations (including birthday or anniversary celebrations, funerals, wedding receptions, and other similar activities), except at the Silver Spring Civic Building, the Clarksburg Cottage, the Redbrick Courthouse, and the Animal Shelter;
    - 6) Dances unless sponsored by the school, public recreation departments or PTA groups;
    - 7) Excessive noise;
    - 8) Adult outdoor soccer tournament play except on artificial turf stadium fields; and
    - 9) Indoor football, soccer, lacrosse, hockey, cricket, softball, baseball and other activities typically played outside and prohibited by the MCPS Director of Athletics; and
    - 10) Animals, except service animals, unless approved by the principal or tenant organization.
    - 11) Cooking on premises.
  - 2. Users may not use fields when any of the following conditions exist:
    - 1) CUPF, MCPS or the Maryland-National Capital Park and Planning Commission has cancelled the Use;
    - 2) Use of grass fields is prohibited if:



- a. One-half inch or more of rain has fallen within the previous 24 hours;
  - b. Water is standing on the field;
  - c. Soil is frozen;
  - d. Turf and mud can be displaced or dislodged from the ground;
  - e. Ground cakes or clings to shoes;
  - f. Lightning and/or Steady rain is falling, or
  - g. Bare areas are muddy.
- 3) Use of Synthetic Turf fields is prohibited if:
  - a. Excessive heat conditions exist;
  - b. Lightning is occurring.
3. Users conducting activities covered by MSDE Child Care Licensing must:
  - 1) Obtain any necessary licenses and permits and comply with any federal, state and municipal laws, codes, and regulations in connection with the performance of childcare services;
  - 2) Provide to CUPF a copy of the MSDE license or a copy of the license application and a Certificate of Insurance naming the county as an additional insured when requesting shared space in MSDE licensed space. Failure to have an appropriate licensing permit for primary and alternate space is grounds to deny priority before and after-school childcare placement;
  - 3) Submit an application which demonstrates principal's designation of primary and alternate areas to be licensed by MSDE and schedule of use to include periods of inclement weather, primary, general and special elections, administrative holidays, and other use outside the normal school year use schedule;
  - 4) Obtain the approval of the school principal before storing supplies at the school; and
  - 5) Ensure that its designee remain at the Facility during the Activity and comply with all applicable provisions of this Agreement.
11. **Certification Regarding Activities Involving Minors.** This section applies only to Activities involving minors (under 18).
  - 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).
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.
13. **Inspection and Investigation.** The User must permit CUPF to inspect the Facility at any time to ensure compliance with this Agreement. The User must cooperate with the inspection. 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.**
  - A. 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:
    - 1) The User or any Person acting under the User's authority misused, damaged, or destroyed property at a Facility or failed to leave the Facility as clean as it was before the Activity;
    - 2) The 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;
  - 3) CUPF assessed damages against the User or any Person acting under the User's authority;
  - 4) 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; or
  - 5) The 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.
- B. Termination is effective 10 calendar days after the notice is issued, unless a different time is given in the notice. Neither the county nor the Board of Education is responsible for User's losses as a result of termination or modification under this section, above and beyond refund of any fees User paid to CUPF for the use of the Facility.
- C. CUPF may relocate, reschedule or cancel a permitted use that is in conflict with the school's academic programming or when it is in the best interest of the county or the Board of Education to do so. Neither the county nor the Board of Education is responsible for any losses or damages that occur as a result of the relocation, rescheduling, or cancellation of use.
15. **Emergency Closures/Snow Policy.**
- A. Community use activities will automatically be cancelled Monday-Friday when schools close early or for the entire day.
  - B. On weekends and holidays CUPF will make cancellation decisions as soon as possible.
  - C. Closings will be broadcast on local radio and television stations, posted online on a county website and Alert Montgomery. Neither the county nor the Board of Education is responsible for the User's losses as a result of emergency or snow cancellations above and beyond the payments made to CUPF for the use of the Facility.
16. **Refunds/Cancellations.** CUPF will refund fees paid by the User to CUPF to license the use of the Facility in accordance with its cancellation policy but only if the User completes a Cancellation/Adjustment request and submits to CUPF within the timeframe noted. The User must pay CUPF the cancellation fee set forth in the fee schedule for each Facility. In the event of cancellation by CUPF due to inclement weather or other emergency, CUPF will credit the user's account 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. Refunds for field use must be requested by the User by the appropriate deadline.
17. **Accidents or Damage.**
- A. For the purposes of this section, the county and the Board of Education includes their boards, agencies, agents, officials and employees.
  - B. Notice of Accidents or Damage. User must give the county (and the Board of Education in the case of a school facility) prompt written notice of any accidents or injury upon, or damage to, the Facility.
  - C. 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 (the Board of Education in the case of a school facility) 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 (the Board of Education in the case of a school facility) for any damage to the Facility within 30 calendar days after notice from the county.
18. **Interest.** CUPF will assess a late payment penalty not to exceed 12% interest per annum on all amounts overdue in excess of 30 calendar days.
19. **Indemnification.** The User agrees to indemnify, defend, and hold harmless the county and the Board of Education (and the lessee where the use occurs in a closed school) 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, by 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 User. The User's foregoing responsibility to indemnify, defend, and hold harmless the county and the Board of Education extends to any incidents resulting from the failure to use caution near architectural structures, such as a raised stage, stairs, an orchestra pit, stage equipment, fittings, curtain and prop lifts, gymnasium bleachers and any other school equipment. This agreement to indemnify and hold harmless will survive expiration and termination of this Agreement. The User need not indemnify, defend, or hold harmless the county or the Board of Education for any loss, cost, damage, claim, or other expense arising out of the county's or the Board of Education's sole negligence or intentional misconduct. For the purposes of this section, the county and the Board of Education includes their boards, agencies, agents, officials and employees.

20. **Insurance.** All commercial or enterprise users and any User proposing certain Activities such as childcare, sports leagues or activities identified by Montgomery County's Risk Management office must maintain insurance with an insurance company licensed to do business in Maryland in an amount sufficient to indemnify, defend and hold the county and the Board of Education harmless as required above.
- 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. The insurance limit for dog training classes must be at least \$1,000,000 for each occurrence and aggregate amount of \$1,000,000.
  - B. The policy must list Montgomery County as an additional named insured and also the Board of Education if the Activity takes place in a school Facility.
  - C. The User must provide CUPF with a copy of the certificate of insurance within 10 calendar days following submission of the completed Application.
  - D. The User must notify the county and the Board of Education, if the activity occurs in a public school building, 30 days before the cancellation of the insurance. This Agreement and any associated permits are cancelled immediately upon the cancellation of any applicable insurance policy.
  - E. Nothing in this Agreement may be construed to create any rights or claims in any third parties.
  - F. The County may waive these provisions for use of the building by entities covered by a Federal or State tort claims act.
21. **Release.** User releases the county and the Board of Education from all claims and demands of any kind which User has had, claims to have had, or might subsequently accrue to him arising from the exercise by User, 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. Neither the Board of Education nor the county accepts responsibility for any equipment left in school or county facilities by the User. The release does not include any claim arising out of the county's or the Board of Education's intentional misconduct. For the purposes of this section, the county and the Board of Education includes their boards, agencies, agents, officials and employees.
22. **Other important Provisions.**
- A. **Modification and Waiver.** Except where expressly provided to the contrary, any amendment of this Agreement must be in writing, signed 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 laws 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 after it is signed by all Parties.
- J. Transfer. The User must not transfer this Agreement by assignment, sublease, or otherwise without the express written consent of CUPF.
- K. Time of Essence. Time is of the essence for performance of all of the Parties' obligations under this Agreement.
- L. Incorporation of Documents and Recitals. The recitals and any exhibits are incorporated by reference and made a part of this Agreement.
- M. User submitting a facility use request and responsible for the activities of the group must be at least 18 years of age.

#### INSTRUCTIONS FOR COMPLETING CUPF LARGE EVENTS APPLICATION FORM

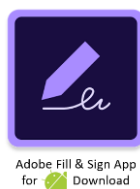
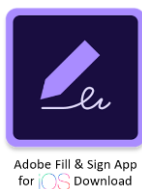
CUPF Large Events Application Form is composed of three pages. Following are special instructions how to use this form:

1. **Auditorium Use Only** – For auditorium reservation only, the requestor shall fill out the first page and second page completely and complete required signature field only on the third page of this form.
2. **Auditorium, Cafeteria and/or Additional Spaces Use** – All three pages shall be filled out completely.
3. **Cafeteria Use Only** – The requestor only needs to fill out first page and third page of this form.
4. **Any Outdoor Space Use** - The requestor only needs to fill out the first page and the required signature field on the third page of this form.

For any track meet and/or 5K run large community events request, the requestor shall provide a separate document in either word format and/or PDF format with including following required information:

- A. Program Agenda
- B. Detailed Setup Plan (Ex. Tables, chairs, port-o-lets, tents, any special setup etc.)
- C. Games or Activities
- D. Food and/or Vendors Use

This PDF form can be filled and edited through iPad, iPhone and Android devices with using Adobe Fill & Sign App:



Please email the completed form to Carrie King at [Carrie.King@montgomerycountymd.gov](mailto:Carrie.King@montgomerycountymd.gov). If you have any questions or need additional support for this form, please contact Carrie King at (240) 777-2748.



## CUPF LARGE EVENTS APPLICATION FORM

Event Type

Non Profit ☐

For Profit ☐

Event Name/Title

Anticipated Attendance  Adult  Youth

Event Admission ☐ Free ☐ Charge ☐ Ticket Sales  No. of tickets Expected to Be Sold

### APPLICANT INFORMATION

Name of Organization

Address

#### Primary Contact

#### Secondary Contact

Name

Name

Job Title

Job Title

Phone no.

Phone no.

Cell no.

Cell no.

Email

Email

#### Organization Representative To Be Present At And Responsible For Event

Name

Cell No.

### MCPS FACILITIES PREFERENCE

1

2

3

4

5

6

TYPE OF USE: ☐ Indoor ☐ Outdoor ☐ Both Indoor & Outdoor

ALTERNATIVE EVENT DATE:

#### Facility Type Requested

#### Event Date

#### Start Time

#### End Time


### Purpose of Event\Program Agenda\Activities

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### AUDITORIUM PLANNING REQUIREMENT

The Media Services Technician (MST) must be present the entire time of facility use, and he/she requires at least one hour of set-up and one hour of break-down time. The MST shall attend the final walk through meeting with organizer and coordinate set-up by an outside contractor hired by organization. If the MST is required to climb to high places (10 feet or more) to perform any function for the community activity, MCPS and union regulations call for the use of an observer. The community user will be charged for these additional staff costs.

Permit Time to Auditorium			Actual Time of Program/Activity	
Date of Use	Start Time	End Time	Start Time	End Time

Significant Auditorium Setup ☐ Not Required (Standard Use) ☐ Required

Required Significant Setup Description for Auditorium Use

*Notes: The program/activity should conclude at least 30 minutes before end of time needed in auditorium. Clean-up time begins at the conclusion of time booked and after all participants have vacated the premises.*

### Auditorium Stage Use Requirements

☐ Apron only (front Stage) ☐ Mid-Stage ☐ Entire Stage ☐ Orchestra Pit ☐ Communication (b/t stage & sound room)

Please indicate and check the box of what equipment you will need and the quantity of each, if applicable. Please also note that auditoriums and equipment vary from school to school and not all equipment listed below will be available at all schools.

Requested Equipment Setup in Auditorium								
√	Items	Qty	√	Items	Qty	√	Items	Qty
	Podium only			Piano (Upright)			MP3 Audio	
	Podium with Microphone			Piano (Grand)			CD\DVD Player	
	Microphone (Hand-held wired)			Projector			Sound System	
	Microphone (Hand-held wireless)			Music Stand			2-Way Radio Headset	
	Microphone (Lavalier)			Choral Shell			Tables (Stage)	
	Microphone Stand			Choral Risers			Chairs (Stage)	
	Shotgun Microphone			Computer/Laptop			Tables (Lobby)	
	Movie Screen			Scrim			Chairs (Lobby)	

### Auditorium Lighting Requirements

Stage Lighting		Standard (Color Wash)		Follow Spots	
House Lighting		Standard (White Wash)			
Special Lighting Setup Needed					
Lighting Equipment Supplied by User					



### Special Policies & Guidelines for Auditorium Use

1. No food and/or drink permitted in auditorium, dressing rooms and classrooms.
2. No fireworks, fog machines, torches or flare guns are permitted for auditorium use.
3. Banners and other decorations are not to be hung on curtains and walls. Floors and stages are not to be painted or taped.
4. Extra time required for MST to color and/or change lighting setting and time to return lighting back to normal settings.
5. The additional time will be determined after the MST understands what the needs of the group are. If follow spots are requested, there may be a need for additional school personnel.
6. If a Media Service Technician has been requested for your event, we will endeavor to secure the services of a technician for your activity.
7. Please be aware that there is a limited number of Media Services Technicians available to cover community activities in the public schools. It is possible that we might not be able to staff your event with a technician.
8. If a technician is not available, there will be no access to the control board for sound & special lights and the event may not be scheduled or might have to be re-scheduled or cancelled.
9. Security and/or building attendant staff may be required as a condition of placing your event.
10. Please be aware that schools construct and acquire scenery and props for their own drama and musical productions. The props and the productions may limit the amount of stage space available for community use and sometimes prevent the community from using the auditoriums completely.

### THE USE OF CAFETERIA REQUIREMENTS

**Refreshment Served** ☐ Yes ☐ No ☐ Catering ☐ Use of Food Vendors or Sell Food

#### Purpose of Use\Program Agenda\Activities

#### **Special Guidelines For Using Food Vendors & Selling Food In MCPS Facilities**

The permitted food items should be prepared in advance and no cooking and/or use of burners and open flame is permitted in MCPS Facilities. When the event involves using food vendors and/or selling food in MCPS Facilities, it is necessary to comply with the county's Food and Facilities Licensing Guidelines and obtain a required license in order to do so. The applications and information on the requirements of obtaining a Montgomery County Food Service Facility License, please go online and visit [Licensing Services – Special Food Service Facility \(Temporary Event\)](#).

**Significant Setup in Cafeteria** ☐ Not Required (Use Cafeteria tables Only) ☐ Required

#### Required Significant Setup Description for Cafeteria Use

Notes: There will be extra staffing cost added to the use if the event involves the significant tables and/or chairs setup, takedown, and/or serving food, including the use of kitchen.

#### Requested Equipment Setup in Cafeteria

√	Items	Qty	√	Items	Qty	√	Items	Qty
	Podium			Movie Screen			Tables	
	Microphones			Projector			Chairs	
	Microphone Stand			Sound System			Trash Cans	

Notes: The available items for community use in each school are different, and the school will accommodate the request based on the availability of the requested items.

### REQUIRED SIGNATURE

By signing below, I hereby acknowledge that I have read, understand and agree to abide by the Office of Community Use of Public Facilities' Policies, Guidelines and Facility Use License Agreement (FULA) for Large Events Requests and the information provided on this form is accurate and complete. I further acknowledge that this form is part of the contract for use of the MCPS school facility and agree to abide by all terms and conditions for use, including entry and exit times and understand that all requests should be considered TENTATIVE until confirmation and approval given by the MCPS School Business Administrator are RECEIVED.

\_\_\_\_\_  
Authorized Representative Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date