



Office of Community Use of Public Facilities
Montgomery County, Maryland

LIBRARY

Community Use of County Facilities

- User Guidebook
- Facility Use License Agreement



Montgomery County Government

Office of Community Use of Public Facilities

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Published: March 1, 2023

Revised: April 28, 2023

Contents

Helpful Hint: Each content line item below is linked directly to the applicable page and topic while using this PDF online.

USER GUIDEBOOK 1

County Residents Have a Voice in Policy Decisions	1
About This Guidebook	1
Customer Care—We Are Here to Help!.....	2
Visit Us Online	2
Community Use Bridge, News, Information, and Resources	2
Email Us	2
Call Us	2
Visit Us In-Person.....	2
After Hours Help Line, Call or Text Us.....	2
ActiveMONTGOMERY Reservation Software	2
Facilities Availability.....	3
Availability Limitations.....	3
Facility Fee Assistance Program.....	3
Safety and Security Services	3
Heating, Ventilation, Air Conditioning (HVAC)	4
Priority of Use	4
General Public Reservations	4
Executive Office Building and Circuit Court Plaza	4
Council Office Building	4
Regional Services Centers.....	5
• Bethesda-Chevy Chase Regional Services Center, Bethesda.....	5
• Eastern Regional Services Center, White Oak	5
• Mid-County Regional Services Center, Wheaton	5
• Silver Spring Regional Services Center, Silver Spring.....	5
• Upcounty Regional Services Center, Germantown	5
Public Libraries	5
Clarksburg Cottage	6
Police Stations	6
• District 2 Police Station Meeting Room, Bethesda.....	6
• District 3 Police Station Meeting Room, Silver Spring.....	6
Gymnasium, Housing Opportunities Commission (HOC).....	6
Natural Grass Athletic Fields	7
Jury Parking Lot	7
Red Brick Courthouse Meeting Room	8
Grey Courthouse Meeting Room	8

Animal Services and Adoption Center Meeting Room.....	8
Public Safety Training Academy Meeting Room	8
County Government Internal Use.....	8
Government Administrative Use (Non-County Use)	8
Other Public Supported Program Use	8
Sports League and Athletic Sports Club Use.....	9
Payment, Modification, Cancellation, and Refunds	10

FACILITY USE LICENSE AGREEMENT (FULA)

COUNTY GOVERNMENT FACILITIES 1

RECITALS	1
AGREEMENT	1



Community Use of Public Facilities

MONTGOMERY COUNTY INTERAGENCY COORDINATING BOARD



USER GUIDEBOOK

An Overview of Community Use of Montgomery County Government Facilities

County Residents Have a Voice in Policy Decisions

The Montgomery County Community Use of Public Facilities (CUPF) is a County Government office that carries out the policies of the Interagency Coordinating Board (ICB) whose primary goal is to facilitate fair and equitable access to public facilities.

The Chair of the ICB is a community resident, representing community user groups to ensure that their needs and wishes are brought to the table. The Board is also comprised of County stakeholders including the County's Chief Administrative Officer, community residents, among others. Our website has a full list of Board members and more details about the ICB, their meeting schedule, etc.

Rest assured that the Interagency Coordinating Board is listening to our community user groups. We encourage user groups to continue sharing ideas, suggestions, experiences both positive and negative, with the ICB and CUPF staff.

About This Guidebook

This guidebook is a resource outlining what county government facilities may be used for, what is expected of community user groups, how to reserve county facilities, and what to expect when using a county-owned facility. Updates are made frequently as necessary—please stay informed of changes. The most up-to-date copy of this guidebook including the Facility Use License Agreement (FULA) is attached to each reservation or contract document containing reservations processed by CUPF, and is also available on our website at www.MontgomeryCountyMD.gov/CUPE.

Customer Care—We Are Here to Help!



Visit Us Online

www.MontgomeryCountyMD.gov/CUPF



Community Use Bridge, News, Information, and Resources

www.cupfmontgomerycountymd.blogspot.com



Email Us

cupf@montgomerycountymd.gov



Call Us

240-777-2725

Monday-Friday, 8:30 a.m. to 5:00 p.m., except County holidays



Visit Us In-Person

2425 Reddie Drive, 9th Floor, Wheaton, MD 20902

Monday-Friday, 8:30 a.m. to 5:00 p.m., except County holidays

Appointments are encouraged



After Hours Help Line, Call or Text Us

240-490-CUPF (2873)

Groups with reservations may call or text while on-site at a facility.

ActiveMONTGOMERY Reservation Software

All users of public facilities will need to have an account in the ActiveMONTGOMERY reservation database.

If you are a new user of public facilities, please utilize the resource links below to create an account in www.ActiveMONTGOMERY.org. Here are some available resources:

- [How to Create an Online Customer Account](#)
- [Video: How to Create an Online Customer Account](#)
- www.CUPFMontgomeryCountyMD.blogspot.com
- **Staff are available to assist with the use of ActiveMONTGOMERY** as needed. This can be done by telephone; it may also be done via a one-on-one appointment to go through the process online via video call—whichever is preferred.
- **Computer access is available at CUPF offices** during normal business hours.

Facilities Availability

Our public facilities are available to community groups comprised of at least two-thirds Montgomery County, Maryland residents. Generally, availability for community use activities in county government facilities is after normal business hours. Specific availability of county government facilities is accessible online at www.ActiveMONTGOMERY.org.

Availability Limitations

- All use requires a one-hour minimum
- Reservations (indoor and outdoor) must begin and end on either the hour or half-hour
- See Facility Use License Agreement (FULA) for details on additional limitations

Facility Fee Assistance Program

CUPF administers a Facility Fee Assistance Program (FFAP), a subsidy program that helps groups pay for the use of public schools, libraries or County Office Buildings when they provide community services that directly benefit vulnerable or at-risk youth, or limited income individuals and their families. For more information about the Facility Fee Assistance Program, please visit www.MontgomeryCountyMD.gov/CUPF or contact CUPF at 240-777-2725, or via email to: cupf@montgomerycountymd.gov

Safety and Security Services

Security staff and or law enforcement may be required for community use activities:

- CUPF reserves the right to assign security staff and or require user groups to hire certified law enforcement officer(s) having jurisdiction in Montgomery County, Maryland, for community use that the County determines necessitates such.
- The cost of such staff is the responsibility of the user group.
- Some basic criteria used includes the nature of the activity, the number of rooms being used, the type of room(s) being used, number of participants expected, experience with the user's past activities, approved permit allowing alcohol to be served, traffic concerns in the vicinity of the facility being used.

The following is a general overview of what a group may expect of security staff when working for community use events and activities:

- Introduce themselves to group leaders.
- Check rooms before and after the group activity.
- Remain with the group in the areas permitted for their use, monitoring activities, parking lot areas, hallways and corridors being utilized by group, etc. at all times.
- Security staff will submit a post-event report to CUPF outlining issues or concerns.

Heating, Ventilation, Air Conditioning (HVAC)

There is no additional fee for HVAC; it is included and turned on during hours reserved.

Priority of Use

Per directive of the Montgomery County Interagency Coordinating Board (ICB) priority is given to groups requesting space in the following order, when submitted by established deadlines:

1. Primary tenant to include County agencies, offices, and departments,
2. Government administrative bodies,
3. Other public supported programs,
4. High-volume use meeting applicable criteria,
5. General public (via customer e-portal).

General Public Reservations

General public use reservations are first-come, first-served. A minimum of seven (7) calendar days advanced notice is required for general public use. We strongly encourage community use be schedule as far in advance as possible within the established scheduling timeframes.

Payment: Full payment is due at the time of reservation. See [current fiscal year fee guide](#) posted on our web site for hourly facility rates: www.MontgomeryCountyMD.gov/CUPF

Executive Office Building and Circuit Court Plaza

The Executive Office Building (EOB) in Rockville, offers a large cafeteria, a conference style auditorium, a lobby area, a conference room, and the Circuit Court Plaza for community use.

Important: Click “**Item Details**” button when viewing or reserving online for more information such as available equipment, capacity, street address, access to building, etc.

How to reserve:

- **May 15:** Opening day for dates of use July 1 through December 31
- **November 15:** Opening day for dates of use January 1 through June 30
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Council Office Building

The Stella Warner Council Office Building (COB) in Rockville, offers a cafeteria, an auditorium-style lecture room, 2 conference rooms, and 2 hearing rooms for community use. Specific room requests require Council staff approval.

Security: All visitors to the building will pass through a metal detector. Hand-held items, including but not limited to bags, briefcases, cell phones, containers, laptop computers and purses, will pass through an X-ray machine. Individuals who are unable to go through a metal detector will be screened by security personnel using a hand-held electronic wand. If

participants have health issues that prevent them from pass through a metal detector or coming in close contact with an X-ray machine, please alert security personnel.

Groups of 100 or more will be accessed a security fee. For access other than 8:00 a.m. – 4:00 p.m. on Saturday or 10:00 a.m. – 4:00 p.m. on Sunday, a security fee will be assessed.

Important: Click “**Item Details**” **button when viewing online** for more information such as available equipment, capacity, street address, access to building, etc.

How to reserve:

- **May 15:** Opening day for dates of use July 1 through December 31
- **November 15:** Opening day for dates of use January 1 through June 30
- **Request reservation** via: [Priority, High Volume and Other Bulk Use Request Form](#)

Regional Services Centers

Meeting rooms in the Regional Services Centers (RSC) provide an opportunity for bringing together the resources of the County and the activities of the community. Meeting rooms of varying sizes are available at the following centers:

- **Bethesda-Chevy Chase Regional Services Center, Bethesda**
- **Eastern Regional Services Center, White Oak**
- **Mid-County Regional Services Center, Wheaton**
Coming soon: meeting room, Veterans Park, and Marion Fryer Plaza outdoor venue.
- **Silver Spring Regional Services Center, Silver Spring**
Located at the Silver Spring Civic Building: meeting rooms, Great Hall, outdoor courtyard, and Veterans Plaza. Contact on-site staff directly for reservation process.
- **Upcounty Regional Services Center, Germantown**

Important: Click “**Item Details**” **button when viewing or reserving online** for more information such as available equipment, capacity, street address, access to building, etc.

How to reserve applicable meeting rooms:

- **May 15:** Opening day for dates of use July 1 through December 31
- **November 15:** Opening day for dates of use January 1 through June 30
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Public Libraries

A wide variety of meeting rooms in the Montgomery County Public Library system provide an opportunity for bringing together County resources and community activities. Groups meeting in a library after closing hours are responsible for their group leaving at the specified ending time. Representative/contacts are responsible for their group vacating by using the correct exits and that the doors and windows are secured.

[Branches and Hours - MCPL \(montgomerycountymd.gov\)](http://montgomerycountymd.gov)

Important: Click “**Item Details**” **button when viewing or reserving online** for more information such as available equipment, capacity, street address, access to building, etc.

How to reserve:

- **April 15:** Opening day for dates of use July 1 through December 31
- **October 15:** Opening day for dates of use January 1 through June 30
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Clarksburg Cottage

This is a medium size meeting room with a smaller meeting area behind a divided by a partition only (no solid wall. This is a self-service facility—there are no staff on-site.

Important: Click “**Item Details**” **button when viewing or reserving online** for more information such as available equipment, capacity, street address, access to building, etc.

How to reserve:

- **May 15:** Opening day for dates of use July 1 through December 31
- **November 15:** Opening day for dates of use January 1 through June 30
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Police Stations

The community meeting room is adjacent to a busy operating police department. Access to the community room will be through the main lobby, which could simultaneously be accessed by individuals coming in for fingerprinting, victims of crimes, or other processing. The following police stations offer community use meeting rooms:

- **District 2 Police Station Meeting Room, Bethesda**
- **District 3 Police Station Meeting Room, Silver Spring**

Important: Click “**Item Details**” **button when viewing or reserving online** for more information such as available equipment, capacity, street address, access to building, etc.

How to reserve:

- **May 15:** Opening day for dates of use July 1 through December 31
- **November 15:** Opening day for dates of use January 1 through June 30
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Gymnasium, Housing Opportunities Commission (HOC)

This is a small self-service gymnasium located at the old Kensington Elementary School currently occupied under lease by the Housing Opportunities Commission (HOC) Headquarters. There are no staff on-site. User will receive an access key card for entry to facility.

Specific conditions of use at this facility:

- No food or drink permitted, at any time
- No rollerblades or skates in any part of the building
- No hanging or swinging on basketball hoops
- Hoops/Nets/Standards should be left as found
- Wear gym shoes, no black soled shoes are permitted that would leave marks on floor
- Chairs should not be brought into the gym

- Use trash containers for any garbage
- Lights are to be turned off when finished with activity
- All doors are to be properly locked upon leaving the building
- Report any broken equipment or property damage to HOC personnel at 240-627-9540 or via email at kensingtongym@hocmc.org

Additional fees:

- A cleaning fee of \$100.00 will be charged to user if gym is not left in the order in which it was found upon arrival.
- A \$100.00 fee will be charged if access key card is lost or not returned to HOC.

Available hours for community use:

- Monday—Friday, 6:00 p.m. to 11:00 p.m.
- Saturday and Sunday, 9:00 a.m. to 11:00 p.m.

Building access:

Upon confirmed reservation, CUPF will email the user specific instructions to obtain an access card. User is responsible to arrange pickup of access key card from HOC in advance of use.

How to reserve:

- **May 15:** Opening day for dates of use July 1 through December 31
- **November 15:** Opening day for dates of use January 1 through June 30
- **Request reservation** via: [Priority, High Volume and Other Bulk Use Request Form](#)

Natural Grass Athletic Fields

CUPF schedules use of a variety of natural grass athletic fields for leagues and individuals at recreation centers that are not adjacent to a local park, as well as several closed school facilities countywide currently deeded to the County Government.

Important: Click “**Item Details**” **button when viewing or reserving online** for more information such as available equipment, capacity, street address, access to building, etc.

- **March 1:** Opening day for dates of use March 15 through August 15
- **July 15:** Opening day for dates of use August 16 through November 30
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Jury Parking Lot

This is an asphalt parking lot in downtown Rockville across from the public parking garage at the intersection of Monroe Street and W. Montgomery Avenue. It is available for overflow parking needs in the vicinity as well as farm markets and other similar outdoor activities weekday evenings and weekends. Overnight parking is not allowed.

How to reserve:

- **May 15:** Opening day for dates of use July 1 through December 31
- **November 15:** Opening day for dates of use January 1 through June 30
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Red Brick Courthouse Meeting Room

CUPF has been designated by the County to schedule use of the community use room(s) at this location. Currently, community use of this facility is suspended.

Grey Courthouse Meeting Room

CUPF has been designated by the County to schedule use of the community use room(s) at this location. Currently, community use of this facility is suspended.

Animal Services and Adoption Center Meeting Room

CUPF has been designated by the County to schedule use of the community use room(s) at this location. Currently, community use of this facility is suspended.

Public Safety Training Academy Meeting Room

CUPF has been designated by the County to schedule use of the community use room(s) at this location. Currently, community use of this facility is suspended.

County Government Internal Use

Quick guide for internal County Government use:

- Reservations for space needs must be made with CUPF to prevent conflicts with community user groups, via the online CUPF Administrative Booking Form.
- CUPF staff will manually enter reservations.
- Use of libraries during Q1 and Q2 should be submitted prior to April 15
- Use of libraries during Q3 and Q4 should be submitted prior to October 15
- Use of other facilities during Q1 and Q2 should be submitted prior to May 15
- Use of other facilities during Q1 and Q2 should be submitted prior to November 15

Government Administrative Use (Non-County Use)

Non-County government agencies, departments, and or offices at local, state, or Federal level should submit reservation requests per Memorandum of Understanding or other Agreement in place. If no formalized agreement is in place, reservation requests should be submitted as soon as possible. Requests will be honored based upon facility availability within priority of use.

Request reservation via: [Priority, High Volume and Other Bulk Use Request Form](#)

Other Public Supported Program Use

Authorized programs by organizations that have obtained financial support from County Council including but not limited to CUPF's Facility Fee Assistance Program (FFAP), grants, and other similar public funding. Reservation requests should be submitted per Memorandum of

Understanding or other Agreement in place. If no formalized agreement is in place, reservation requests should be submitted as soon as possible. Requests will be honored based upon facility availability within priority of use.

Request reservation via: [Priority, High Volume and Other Bulk Use Request Form](#)

Sports League and Athletic Sports Club Use

CUPF offers advanced priority placement for groups considered as high volume based upon specified criterion in each category below, due to the volume of residents impacted, and size and scope of the activities. These are uses not suited for online reservations and therefore require oversight by CUPF staff. For CUPF to offer this level of service, large/ high volume user groups must adhere to established guidelines so that CUPF may ensure a high level of accountability and provide the highest level of customer service to all user groups.

Administrative fee: The use described herein is considered by CUPF as an advanced priority placement reservation. Each advanced priority placement contract containing reservations issued is subject to a \$50.00 administrative fee.

Payment plan: A payment plan may be requested for advanced priority placement contracts.

Additional reservation needs: A group receiving advanced priority placement is eligible to request any additional space they need outside of these parameters as 'General Public' requests via ActiveMONTGOMERY (see details herein for 'General Public' reservation process).

Representative: High volume priority designation requires each group to provide CUPF a single point of contact for their scheduling needs, to ensure user accountability and clear communication between all parties.

Requirements: In each category below, there are specific criterion in which a group must meet in order to be considered for of advanced priority placement.

Definition: The term "Sports League and Athletic Sports Club" is defined for CUPF purposes as:

- a group of sports teams that may be members of different sports clubs that compete against each other in a schedule of games, or an athletic sports club for the purpose of playing one or more sports, **and**
- intends to utilize sports facilities appropriate for their specific sport(s) including fields, tracks, tennis courts, and or gymnasiums, **and**
- generally, are seasonal or operate year-round, **and**
- may host or organize leagues and other competitive events such as track meets, tournaments, club vs. club competitions, etc., **and**
- may be affiliated with or has a membership within a national or local sports association or similar organization, **and**
- does not include after-school enrichment programs, **and**
- does not include pickup games, a single team, groups of independent players not part of a team, etc.

Additional information: Current season team rosters, and corresponding game schedules, must be available for CUPF to review within thirty calendar days of the start of each scheduling season in order to justify the number of practice hours, should such be necessary. Rosters should be site specific and organized by team with applicable number of team members based

upon the sport in which the reservations were issued. Further, rosters should indicate each participant's name, address, and phone.

How to reserve:

- Existing leagues and clubs will receive an email before each season stating that we will begin processing historical use reservations based upon last year, same season use. CUPF will create a contract of reservations for each site showing dates and times. CUPF will send all use in a spreadsheet for review and ability to sort reservations. Leagues and clubs will be provided a deadline to submit any discrepancies and confirm acceptance of reservations.
- NEW leagues and clubs must submit a Priority, High Volume and Other Bulk Use Request Form for consideration.

For more information on the process to reserve space within this advanced priority placement, send an email to: cupf@montgomerycountymd.gov.

Payment, Modification, Cancellation, and Refunds

The following policy applies to all Reservation Fees, Payments, Modifications, Cancellations, and Refunds at all facilities permitted by the Montgomery County Maryland Office of Community Use of Public Facilities (CUPF).

1. **Fees, General.** All individuals and organizations must pay for the use of public facilities as CUPF is non-tax supported and reimburses County departments for the cost impacts of community use. The fee schedules posted on the CUPF website and as integrated within the ActiveMONTGOMERY online reservation software adhere to the County's fiscal policies which requires for profit and out of County individuals and organizations to pay a higher fee.
2. **Financial Obligation.** By submitting a reservation, User is making a financial obligation on behalf of themselves, and where applicable, an organization in which they represent.
3. **Review of Fees Assessed Online.** Fees generated by ActiveMontgomery in a reservation are preliminary and may be updated based on tax status or use, upon review by CUPF staff, and in rare cases the reservation could be canceled.
4. **Commitment.** By submitting a reservation, User agrees to pay for the charges assessed on an approved reservation even if User or the organization they represent do not use the facility unless written request for cancellation is submitted in a timely manner, in which case User will only pay the applicable cancellation fees. Failing to use the facility does not remove the charges assessed. User agrees not to submit a reservation to secure space for the sole purpose of a cost estimate or availability and agrees to make full payment prior to use of the space.
5. **Payment, General.** For general use, payment is due at the time of reservation. If qualified for a payment plan, User agrees to make payments on-time as scheduled.
6. **Account Balance.** User is responsible for regularly checking the balance on the ActiveMONTGOMERY account and making payment per the Agreement; User further agrees that any additional charges incurred are due immediately.
7. **Emergency Cancellation or Other Cancellations Initiated by CUPF.** If CUPF cancels community use due to inclement weather, public health, or any other emergency situation,

or due to a conflict with County internal use, a full refund will be issued without User group needing to contact CUPF.

8. **General Use Cancellation and Modification.** Unless specified otherwise herein or in a separate Conditions of Use (COU) or CUPF policy related to a specific facility or event/activity type, all user requests for cancellation of a permit in its entirety or cancellation of a specific date or set of dates on a permit, the following conditions apply:
 - A. Modifications and Cancellations must be submitted in writing via the [Reservation Amendment Form](#) on the CUPF website.
 - B. Cancellations will incur the following fees:
 - i. 10 or more business days' notice: \$25.00 fee, remaining charges refunded;
 - ii. less than 10 business days: all fees will be retained.
 - C. Modifications will incur a \$25.00 fee in addition to any additional charges for facility use, equipment, or staff.
9. **Rainout Credits, Outdoor Facilities permitted by CUPF.** All refund requests for Natural Grass Athletic Field use cancelled due to inclement weather must be submitted to cupf@montgomerycountymd.gov in a sortable spreadsheet identifying the permit reservation number, the date of each rainout, and the specific facility location within 15 calendar days of the completion of each scheduling season in order to receive credits. Refer to the FULA and facility-specific Conditions of Use regarding automatic cancellation of Natural Grass Athletic Turf Fields during inclement weather such as extreme heat or rainfall. Requested refund dates and times are verified by rainoutline.com data and other weather tracking record databases.
10. **Additional Fees and Charges.** User is responsible for any additional charges resulting from use of a public facility to include damages, access before the reservation time, late departure, use of unreserved areas, additional clean-up, or violation of the Conditions of Use (COU) and or the Facility Use License Agreement (FULA), including any and all applicable fines, fees, and penalties.
11. **Collections.** If User does not submit payment(s) when due or if the credit card or check cannot be transacted, User is still responsible for the charges; outstanding balances will be referred to the Montgomery County Attorney Office for collection.
12. **Refunds.** Unless otherwise agreed, CUPF will issue approved refunds to the original form of payment, when possible, within 30 days of transaction being processed.



Office of Community Use of Public Facilities Montgomery County, Maryland

FACILITY USE LICENSE AGREEMENT (FULA) COUNTY GOVERNMENT FACILITIES

RECITALS

- R-1. In Montgomery County, the Interagency Coordinating Board (“ICB”) for Community Use of Public Facilities makes available to the community schools and other public facilities as designated by the Chief Administrative Officer. The Office of Community Use of Public Facilities (“CUPF”) administers and implements the ICB’s policies, procedures and guidelines.
- R-2. The Chief Administrative Officer has designated specific County facilities that may be used by the public and scheduled by CUPF.
- R-3. This Agreement governs the terms and conditions under which CUPF will schedule community the use of the facility.
- R-4. The term “User” means the person or entity to whom a reservation for the use of the facility has been issued and all invitees of that person or entity and any persons using the facility during the time that the reservation is in effect.
- R-5. The term “County” includes the County’s boards, agencies, officials, agents, and employees.

AGREEMENT

The User agrees to the following:

- 1. The User must apply for and obtain a reservation for the use of the facility and may use the facility only during the time period stated on the reservation.
- 2. 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 Reservation Request unless an alternate payment schedule has been approved by CUPF. Payment by money order or certified check may be required for events less than three weeks away from time of Reservation Request or past submission of non-transactional checks. Checks, money orders and MasterCard, Visa or payments from other major credit cards are accepted. The current Community Use of Public Facilities Fee Schedule is available online at www.montgomerycountymd.gov/cupf and at CUPF’s offices in Wheaton and Silver Spring.
- 3. CUPF will assess a late penalty on all amounts overdue in excess of 30 calendar days as specified in its policy on late fees.

4. Failure to make a payment by the required date constitutes a cancellation and is subject to the applicable cancellation policy.
5. The User must arrange for additional security coverage if deemed necessary by CUPF. The User will be responsible for making all security arrangements where additional security will be provided by police officers of the Montgomery County Police Department.
6. The User will abide by all Montgomery County noise ordinances. See [Noise Control - Montgomery County Department of Environmental Protection \(montgomerycountymd.gov\)](#).
7. Inclement weather credits for use will be issued only if Montgomery County Government closes the facility. For verification, check CUPF's website at www.MontgomeryCountyMD.gov/cupf, www.cupfmontgomerycountymd.blogspot.com, or call MC311.
8. **The User must:**
 - A. Comply with all directions and conditions given by CUPF and the County;
 - B. Ensure that the activity conforms to the use described in the Application;
 - C. Remain at the site during the Activity and possess the CUPF reservation approval document during the Activity;
 - D. Adequately supervise and maintain orderly conduct among the persons attending the Activity covered by the reservation;
 - E. Obtain and pay for any necessary licenses and permits, including licenses and permits required to distribute food, serve alcohol, sell goods, conduct fundraisers, sponsor a performance or other large public gathering. The User is liable for any applicable taxes, fees, and similar costs related to obtaining these permits. User is responsible for ensuring that any company or service providers in their employ such as caterer, event supplier, or photographer/videographer are in compliance with state and local laws and regulations;
 - F. Comply with all applicable federal, state, and local laws, rules, regulations, and guidelines. 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 of 1990. 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.
9. **Use Requirements/Restrictions.**
 - A. 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.
 - B. The following are prohibited at all times:
 1. Smoking on premises;
 2. Food and drink, except when a written exception is obtained from the County;

3. Equipment or performances that are risky, including, for example, a high wire act, "dare-devil" stunts, and the use of tall platforms;
 4. Weapons/firearms/ammunition or use of controlled substances;
 5. Excessive noise, public disruption, or activity that may do harm;
 6. Personal or private celebrations (including birthday or anniversary celebrations, funerals, wedding receptions, and other similar activities);
 7. Unpermitted alcoholic beverages of any kind unless a written exception is granted by the Chief Administrative Officer. If an exception is granted, it is the responsibility of the User to:
 - a. notify the CUPF and;
 - b. contact the Montgomery County Department of Alcohol Beverage Service (ABS) to apply for a One-Day Special License.
 - c. If ABS issues a license, the User must provide written documentation of such to CUPF;
 8. Use of alcohol outside the approved designated area(s);
 9. Gambling,-bingo, lotteries, and other games of chance except as permitted by state law with appropriate permits and/or licenses;
 10. Animals except for service animals, without permission;
 11. Cooking on premises.
- C. User is responsible for obtaining necessary permits, where applicable, from the Montgomery County Department of Fire and Rescue Service.
- D. Music is not allowed in any of the rooms without advanced written permission.
- E. User must supply any equipment such as projectors, laptops, microphones, etc.
- F. **Users conducting activities on athletic fields agree to the following:**
1. Proper athletic footwear must be worn at all times;
 2. Goals are not guaranteed;
 3. Tents, canopies, or other similar equipment is not allowed;
 4. Adult tournament play is prohibited;
 5. Use of Natural 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 is visible and/or steady rain is falling, or
 - g. Bare areas are muddy;
 - h. Use is conducted December 1 through March 14.
- G. Health and Safety: The User must provide at their own expense:
1. Security using off-duty Montgomery County police officers where required by CUPF. The number hired must meet or exceed the requirements of the CUPF reservation;
 2. Provide a minimum of one portable bathroom per 100 attendees, up to a maximum of 5 where required by CUPF. At least one unit must be handicapped accessible.

Units must be placed only in designated areas and removed within 24 hours of the conclusion of the event;

3. Adequate supervision of participants.

10. Posting and Distribution of Signs and Advertisements:

- A. The User may only place temporary signs on facility grounds during the actual hours of the scheduled Activity, except where approval has been specifically granted by the County. At the conclusion of the use of the facility, the User must immediately remove the signs.
- B. The User, and any person 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.
- C. The User must clearly identify on all advertising materials the name of the User, the name of any individual or User 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 the use reservation. All announcements and advertisements must include the following statement: *This activity is not sponsored by, associated with, or endorsed by Montgomery County Government.*

11. Certification Regarding Activities Involving Minors. This section applies only to Activities involving minors (under 18 years of age).

- 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).
- C. The User must provide an adequate number of chaperones for youth oriented programs.

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. Failure to restore property to the prior condition will result in the loss of the security deposit or other fines.

13. Inspection and Investigation. The User must permit the County to inspect the facility at any time to ensure compliance with this Agreement. 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. 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:

- A. User, or any person acting under the User's authority, misused, damaged, or destroyed County property or failed to leave the facility as clean as it was before the

Activity.

- B. 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.
 - C. CUPF assessed damages against the User or any Person acting under the User's authority.
 - D. 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.
 - E. 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.
 - F. Termination is effective 10 calendar days after the notice is issued, unless a different time is given in the notice. The County is not responsible for User's losses as a result of termination or modification under this section, excepting a refund of any fees User paid to CUPF for the use of the facility.
15. **Refunds/Cancellations.** CUPF will refund fees paid by the User to CUPF to reserve the use of the facility in accordance with its cancellation policy but only if the User completes a Cancellation/Adjustment request and submits the request to CUPF by the date set by CUPF. The User must pay CUPF the cancellation fee set forth in the fee schedule for each facility. In the event of cancellation by CUPF, the User's account will be credited 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.
16. **Accidents or Damage.**
- A. Notice of Accidents or Damage. User must give the County prompt written notice of any accidents or injury upon, or damage to, the facility.
 - B. 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 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 for any damage to the facility within 30 calendar days after notice from the County.
17. **Indemnification.** User and its agents agree to indemnify, defend, and hold harmless the County 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, 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 the User. The User's foregoing responsibility to indemnify and hold harmless the County extends to any incidents resulting from the failure to use caution near architectural structures such as a raised stage or stairs. This agreement to indemnify and hold harmless the County will survive expiration and termination of this Agreement. User need not indemnify, defend, or hold harmless the County for any loss, cost, damage, claim, or other expense arising out of the County's sole negligence or

intentional misconduct.

18. **Insurance.** The County reserves the right, in its sole discretion, to require the User to maintain insurance, as specified below, or an amount determined by the County's Division of Risk Management sufficient to indemnify, defend and hold the County harmless as required above, with an insurance company licensed to do business in Maryland.
 - 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. If alcohol of any kind is served, the User (and the event planner) must also maintain a policy of liquor liability insurance with limits of at least \$300,000 per occurrence;
 - C. Policies must list Montgomery County as an additional named insured;
 - D. The User must provide CUPF with a copy of the certificate of insurance within 10 calendar days following submission of the completed Application;
 - E. The insurance certificate must show at least a thirty day's notice to the County for cancellation or modification;
 - F. Nothing in this Agreement may be construed to create any rights or claims in any third parties.
19. **Release.** User releases the County from all claims and demands of any kind which User has had, claims to have had, or might subsequently accrue to the User arising from the use of the facility by the User, or any person acting with the User's knowledge or consent or arising out of a breach of this Agreement by the User. The County accepts no responsibility for any equipment or materials left at the facility by the User. The release does not include any claim arising out of the County's intentional misconduct.
20. **Other Provisions.**
 - A. **Modification and Waiver.** Any amendment of this Agreement must be in writing, approved 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 law 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 when all parties approve the Agreement in writing.
- J. **Transfer.** The User must not transfer this Agreement by assignment, sublease, or otherwise without the express written consent of CUPF.
- K. **Incorporation of Documents and Recitals.** The recitals and any exhibits are incorporated by reference and made a part of this Agreement.
- L. User submitting a facility use request and responsible for the activities of the group must be at least 18 years of age.

