



Office of Community Use of Public Facilities
Montgomery County, Maryland

Community Use of School Facilities

- **User Guidebook**
- **Facility Use License Agreement**



Montgomery County Government

Office of Community Use of Public Facilities

Ramona Bell-Pearson, Director

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

Telephone: 240-777-2725

Website: www.MontgomeryCountyMD.gov/CUPF

Email: CUPF@MontgomeryCountyMD.gov

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
New Building Construction, Remodels, Additions	4
Facility Fee Assistance Program.....	4
Before and After-School Enrichment Activities	4
Heating, Ventilation, Air Conditioning (HVAC)	5
Supplies, Equipment, and Furnishings.....	5
Safety and Security Services	6
Building Services	7
Media Services	7
Information Technology Services	8
Kitchen Services	8
Priority of Use	9
MCPS Internal Use	9
Childcare Use	10
Parent-Teacher Association (PTA/ PTSA) Use.....	10
Government Administrative Use	11
Other Public Supported Program Use	11
High Volume Use.....	11
Indoor and Outdoor Sports League and Athletic Sports Club Use	12
Weekly Weekend Cultural and Religious Educational Use	12
Weekly Weekend Cultural and Religious Assembly Use	13
Summer Camp Use	13
Large Event Use	13

General Public Use	14
Indoor Facilities	15
Outdoor Tennis Courts and Basketball Courts	15
Natural Grass Athletic Fields	15
Artificial Turf Athletic Fields	15
Parking Lots	15
Restrooms (with no other indoor reservation)	16
Computer Lab	16
Running Track	16
High School Natural Grass Athletic Fields (including Stadium)	17
Payment, Modification, Cancellation, and Refunds	17

FACILITY USE LICENSE AGREEMENT (FULA)

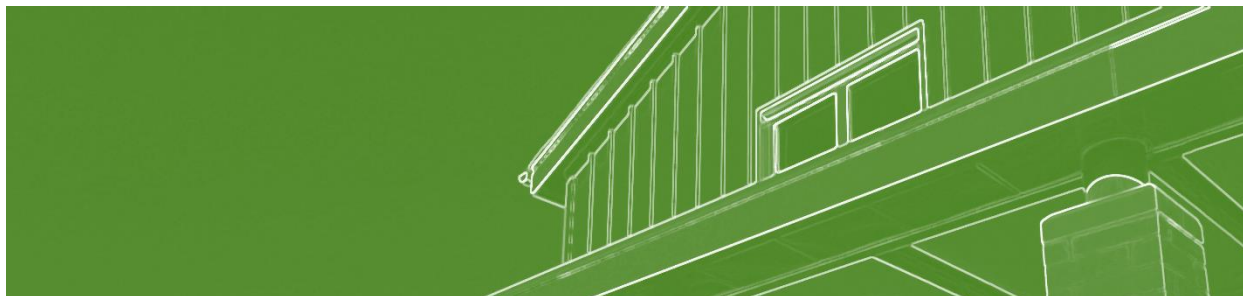
PUBLIC SCHOOL FACILITIES..... 1

RECITALS	1
AGREEMENT	1
1. Definitions	1
2. License Granted	1
3. Fees	1
4. Accurate Information.....	2
5. Acknowledgement of Conditions of Use	2
6. Limitations of Use	2
7. Posting and Distribution of Signs and Advertisements	3
8. Mailing Address.....	3
9. Sponsorship.....	3
10. Use Requirements/Restrictions	3
11. Certification Regarding Activities Involving Minors.....	7
12. Restoration of Property	7
13. Inspection and Investigation.....	7
14. Termination/Modification	7
15. Emergency Closures/Inclement Weather Policy	8
16. Refunds/Cancellations	8
17. Accidents or Damage	9
18. Interest.....	9
19. Indemnification	9
20. Insurance.....	9
21. Release	10
22. Other Important Provisions	10



Community Use of Public Facilities

MONTGOMERY COUNTY INTERAGENCY COORDINATING BOARD



USER GUIDEBOOK

An Overview of Community Use of Montgomery County Public Schools 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, including schools.

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 a representative from the Board of Education, the Superintendent of Schools, two Principals, two community residents, the County's Chief Administrative Officer, 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 school facilities may be used for, what is expected of community user groups, how to reserve school facilities, and what to expect when using a school facility. Updates are made as 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/CUPF.

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. Specific availability of school facilities is accessible online at www.ActiveMONTGOMERY.org; however, general availability for community use activities is as follows:

- Year round, weekends and MCPS holidays, 7:30 a.m. to midnight
- School year, instructional days, 6:00 a.m. through the start of the academic day
- School year, instructional days, after academic day ends through 10:00 p.m.
- School year, non-student days and professional days upon conclusion of the staff workday
- Spring break
- Summer break
- Winter break
- New Year's Eve use may be extended to 12:15 a.m. based upon staff availability and timeliness of request

Availability Limitations

- Weekday use requires a one-hour minimum.
- Weekend and Holiday use requires a three-hour minimum.
- Artificial Turf Athletic Field use requires a two-hour minimum at all times.
- Reservations (indoor and outdoor) must begin and end on either the hour or half-hour.
- Schools may deny use for the first hour after school dismissal, based upon the teacher's union contract, availability of rooms, and/ or for safety and security purposes.
- No permits are issued for use on Thanksgiving Day.
- Limited reservations are allowed on MCPS Systemwide Closure dates.
- Limited reservations are allowed during week/weekend of Thanksgiving, Spring break, Winter break, and must be scheduled at least 30 days prior to ensure staff coverage is available.
- Except for official MCPS partners and Licensed Childcare providers selected by schools, user groups may only reserve the same facility at the same school location **up to three weekdays during a week, and one weekend day during a weekend**, unless an exception is granted by the Interagency Coordinating Board for Community Use of Public Facilities or the CUPF Director. This is to allow opportunities for all to reserve facilities and ensure that no user group has sole or primary access over others.
- **Sports teams** using Gymnasiums and Athletic Fields are currently limited to a maximum of 2 hours per team per week, Monday through Friday. This is due to high demand of sports facilities countywide.
- Summer break: Due to MCPS summer educational programs, maintenance projects, construction projects, and the need for deep cleaning by building services prior to the return of staff and students for the next school year, summer use of schools is limited. Availability for summer use will show online at www.ActiveMONTGOMERY.org no later than May 1, annually.

- At the discretion of the principal, community use on a school campus (indoor and outdoor) may not be allowed when there are MCPS/school student activities scheduled. This is due to safety concerns as well as parking limitations.
- See Facility Use License Agreement (FULA) for details on additional limitations.

New Building Construction, Remodels, Additions

When a school moves in or out of a building temporarily or permanently, there is typically a grace period restricting community use. The standard time for a moratorium on community use after moving to another facility, new construction or not, or for use of an addition to a building, is approximately 6 to 12 months. However, community use may not begin in a newly constructed facility until such time the Board of Education has signed off on all punch-list items and voted to accept the facility at a public Board meeting.

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

Before and After-School Enrichment Activities

- Each elementary school has unique needs for arrival/dismissal and different procedures for the safety and well-being of students, based upon their unique campus design and percentage of walkers, car riders, and bus riders which creates the need for specific begin/end times for before and after-school enrichment activities.
- It is important to note that before and after-school enrichment activities in schools (indoor and outdoor) are a priority. Use is considered 'General Public' (see Priority VIII Use: High Volume herein this guidebook for more details). This ensures competitive opportunities for vendors to offer programs to MCPS students.
- **Vendors may reserve classrooms as available online with the understanding that the room number may be changed at the discretion of the school for before and after-school enrichment activities.** Vendors are assigned a room by the school, regardless of what the reservation shows. Likewise, if the school desires a slight start time adjustment, the group may stay for the same amount of time scheduled but starting at the time in which the school advised based upon their dismissal process. There is no need to notify CUPF of a time change for the before or after-school program. This allows schools and groups reasonable flexibility in order to promote successful before and after-school activities.
- Reservations may only begin on the hour and half-hour in the scheduling software; however, elementary schools have a variety of times they need before and after-school

enrichment activities to begin and end. CUPF supports the necessity of schools having a great deal of flexibility in this regard as noted above.

- If a before or after-school program has reserved 3:30-4:30 (1 hour) but the school needs the group to be flexible in order to accommodate dismissal of students, groups and schools will need to work together on what exact time the group may enter the room. In the example above, if the school wants the group to begin at 3:45, then the program may run 3:45-4:45 since the group paid for an hour of use.
- For use of facilities such as Gymnasium, Media Center, All-Purpose Room, or Cafeteria, groups may only use the facility reserved and should not be placed in any other room(s) other than where they are scheduled; however, the beginning and end time guidelines above are applicable.
- **If a school sees a before or after-school activity on the schedule that the school is simply not able to accommodate at all**, the school will notify CUPF to cancel the permit. CUPF will advise the vendor and the vendor will notify the parents of students that the school is not able to accommodate the enrichment program.
- This flexibility in room assignment and begin/end times **ONLY** applies to space for before and after-school enrichment activities for students at their home school during the first 60-90 minutes before or after the official school day for students.

Heating, Ventilation, Air Conditioning (HVAC)

- There is no additional fee for HVAC; it is included and turned on during hours reserved.
- **Heat** temperature set point per MCPS is **68 degrees** Fahrenheit.
- **Air Conditioning**/Cooling temperature set point per MCPS is **76 degrees** Fahrenheit.
- **Energy curtailment practices during summer months:** In order to conserve energy and ensure the lowest possible energy rates, MCPS turns air-conditioning off between the hours of 3:00 p.m. and 5:00 p.m. during summer break. All groups, including community user groups and MCPS-related groups, who choose to use MCPS indoor facilities during this time should prepare accordingly.
- **No air conditioning available in gymnasiums.** There are some rare exceptions; however, A/C is not guaranteed even if such is installed.

Supplies, Equipment, and Furnishings

- **Always prohibited:** Use of school supplies such as paper, chalk, erasers, pens/pencils, tape, glue, art supplies, basketballs, soccer balls, footballs, tennis rackets, and similar equipment and are strictly prohibited. These items should be supplied by the user group and or its participants.
- The Interagency Coordinating Board and the Office of Community Use of Public Facilities continue to **strongly support** that whenever possible, schools/public facilities should allow community users access to equipment purchased with taxpayer's monies such as microphones, projectors, projector screens, volleyball standards and nets, tennis court nets, scoreboards, field sports goals, upright pianos, grand/baby-grand pianos, folding chairs, folding tables, etc. as long as prior arrangements have been made.

- Use of equipment must be indicated on the reservation request and if approved, shown on the finalized reservation receipt.
- Computer labs are available for use with the hiring of a User Support Specialist and there is a per hour cost.
- Internet access is not available to community user groups, per MCPS.
- Not all schools have the same equipment as others or the same amount of equipment, including the number of folding chairs, folding tables, etc., and **user groups are limited to the inventory of each school.**
- Groups may use chalkboards and whiteboards if space is available, but should supply their own chalk and or dry-erase markers. Note that groups should not erase teacher's notes on classroom boards for any reason. It's best to bring a portable flip chart, whiteboard, etc.
- **Important note:** MCPS allows each individual school to determine which equipment may be used by community user groups. Often, schools do not allow use of the equipment listed herein, so always check with the specific school in advance of making a reservation if you need specific equipment.

Safety and Security Services

Doors to school building should remain closed and locked during community use:

- Schools may require that user groups use the main front door for entry and exit; follow instructions provided by school staff.
- Schools may keep all doors locked after the first fifteen minutes of the start of the reservation time. If a group has persons coming and going during the scheduled reservation hours, the group must post a representative of the group at the front door to the building in order to allow participants to enter for the scheduled event or activity. User groups should plan accordingly.

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

- CUPF reserves the right to assign MCPS security staff and or require user groups to hire certified law enforcement officer(s) having jurisdiction in Montgomery County, Maryland, for community use that CUPF and or MCPS determine 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, 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.
- Assist building services staff in unlocking rooms and other doors and areas prior to use and securing them when use has concluded.
- 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.

- Ensure that terms and conditions of the Facility Use License Agreement (FULA), Conditions of Use and other guidance or instructions provided to community groups are followed.

Building Services

Building services staff are required to be onsite at all times when community use is occurring in any indoor facility or a locked/secured outdoor facility such as a stadium, fenced artificial turf athletic field, or other:

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

- Introduce themselves to community user group leaders.
- Check rooms before and after the group activity.
- Unlock rooms and other areas prior to use, securing them when use has concluded.
- Check in with the group routinely during hours of use and let the group know where they may be working in other areas of the building should the group need assistance.
- Leave a dry mop available in Gymnasiums for use by community groups since reservations are often back-to-back to ensure facilities are available for use as many hours as possible.
- Ensure that terms and conditions of the Facility Use License Agreement (FULA), Conditions of Use and other guidance or instructions provided to community groups are followed, calling MCPS Security or CUPF Evening and Weekend Supervisors for assistance.
- Clean restrooms and hallways as needed during and after reservations.
- Provide general assistance to groups as may be necessary.

For general use without food or drink and only one room is reserved and used, additional building services fees are typically not necessary; however, there are exceptions:

- Groups who want chairs, tables, equipment, etc. to be set up before their arrival time, must notify CUPF when the reservation is made.
- Large events always require additional staff costs.
- Activities with food, drink, and equipment breakdown by school staff will incur additional staff costs.
- CUPF will assess cleanup based on the hours of use, number and scope of rooms used, number of participants, whether food and or drink is served, etc.

Media Services

Use of auditorium equipment such as stage lighting, the counterweight fly system, sound equipment, video equipment, curtains, etc. or whenever access to the auditorium control booth is required, a Media Services Technician (MST) must be present.

When equipment use is extensive, additional MST time may be required and or a second or third MST may be required. Groups must pay for any additional time or staff required for these services.

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

- Ensure that necessary equipment is available for use upon arrival of the group.
- Remain with the group in the space(s) where their services are required.
- Provide oversight and reasonable assistance to the group related to safe use of all equipment use, props, stage apparatus, etc.
- Ensure all equipment is in good condition at conclusion of use.
- Maintain and store all equipment and secure applicable areas as may be necessary prior to departure.

Information Technology Services

At times, an Information Technology Support Services worker may be necessary to operate certain media services equipment in auditorium facilities, sound systems in all-purpose rooms, cafeterias, gymnasiums, stadiums, etc. Use of a Computer Lab requires information technology services staff be assigned to monitor the lab while in use.

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

- Ensure that necessary equipment is available for use upon arrival of the group.
- Remain with the group in the space(s) where their services are required.
- Provide oversight and reasonable assistance to the group related to safe use of all equipment use.
- Ensure all equipment is in good condition at conclusion of use.
- Maintain and store all equipment and secure applicable areas as may be necessary prior to departure.

Kitchen Services

Whenever access to the kitchen or use of kitchen equipment, such as oven, steamer, icemaker or refrigerator is requested, kitchen services staff (Cafeteria Worker) is required. Kitchen facilities are not to be used without appropriate food services staff present. Groups needing such facility access must pay the hourly rate for all required kitchen services staff.

The following is an overview of what is expected of kitchen services staff (Cafeteria Worker) when working for community use events and activities:

- Ensure that necessary equipment is available for use upon arrival of the group.
- Remain with the group in the space(s) where their services are required.
- Provide oversight and limited assistance to the group related to safe use of equipment.
- Ensure all equipment is in good condition at conclusion of use.
- Ensure kitchen and all equipment used is turned off, cleaned, sanitized, secured, and in good condition for food preparation for the next school day prior to departure.

MCPS staff providing kitchen services are not available to cook food, warm food, or otherwise help prepare food for serving or distribution.

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 school (K-12) activities or MCPS Central Offices,
2. Maryland State Department of Education (MSDE) licensed before and after school Childcare selected by Montgomery County Public Schools,
3. Parent-Teacher Association (PTA/PTSA) meetings and activities in schools,
4. Government administrative bodies,
5. Other public supported programs,
6. High-volume use meeting applicable criteria,
7. General public (via customer e-portal).

MCPS Internal Use

Quick guide for MCPS offices and schools, school booster clubs, MCPS labor union offices, George B. Thomas Learning Academy Saturday School, Linkages to Learning, and other official partners of MCPS:

- Reservations for space needs must be made with CUPF to prevent conflicts with community user groups and to ensure HVAC is programmed by Energy Management, via the online CUPF Administration Booking Form.
- CUPF staff will manually enter reservations.
- Reservations for **MCPS school year dates** should be made as soon as possible, preferably by August 15, annually, and must be made **no later than September 15**, annually, per MCPS KGA-RA.
- Reservations for **MCPS summer use dates** should be made as soon as possible, preferably by April 1, annually, and **no later than May 1**, annually.
- Requests received after the above deadline will be honored based upon availability. Community user groups may not be cancelled or ‘bumped’ to accommodate School/MCPS events due to untimely requests unless exigent circumstances exist.
- Modifications and cancellations must be made via the [Reservation Amendment Form](#).

Schools and MCPS offices must reserve all space needed for internal use: MCPS is responsible for scheduling appropriate staff and equipment needs for all internal use. CUPF does not charge or collect fees from MCPS for internal use of their facilities, except for direct billing of official SAT/ETS/ACT testing. On weekends and holidays, schools may not piggyback internal activities onto scheduled community use activities—dedicated staff is required to be scheduled by the school being used for all MCPS internal use and official partnership use.

School-sponsored staff wellness programs: Schools have priority consideration to request that CUPF administratively schedule a two-hour block of time for an “after-school wellness” activity prior to 6:00 p.m. once per week directly after school—no charge for use—if received by CUPF no later than September 15. Requests for “evening wellness programs” after 6:00 p.m. or on weekends must be processed as a general public reservation request and fees will be assessed for facility use as these days and hours are not considered as MCPS internal use for this purpose.

Childcare Use

Childcare providers licensed by the Maryland State Department of Education (MSDE) are selected by schools via a competitive process to provide before and after-school Childcare programs. Rooms used are agreed upon between the school and the provider. Upon agreement, CUPF creates a contract document containing reservations for scheduling and billing purposes. Monthly payment plans are available. Childcare in schools may only be provided by vendors selected as a result of the competitive process. Additional space needs outside of the above agreement must be reserved as Priority VII Use, General Public (see details herein for more information on reserving space as 'general public').

Parent-Teacher Association (PTA/ PTSA) Use

Quick guide for reserving space:

- Submit reservation requests to CUPF via the [Priority, High Volume and Other Bulk Use Request Form](#) on the CUPF website.
- CUPF staff will manually enter reservations on behalf of the PTA/PTSA.
- **To receive priority use**, reservations must be made **no later than August 15** annually for the upcoming MCPS school year.
- Requests received after the above deadline will be honored on a first come, first served basis, if space is available. Community user groups will not be cancelled or 'bumped' to accommodate PTA/PTSA events due to untimely requests.
- Modifications and cancellations must be made via the [Reservation Amendment Form](#) on the CUPF website, in accordance with policies and associated fees established by the Interagency Coordinating Board.
- Login and password needed **only** to view approved reservations and make payment.

Limited free use:

- Monthly meetings (only one per month) of the PTA/PTSA, held Monday through Friday in any room within their home school;
- Executive Board or Committee meetings of the PTA/PTSA held in classrooms only;
- Book fairs, sponsored by the PTA/PTSA, held Monday thru Friday in a Media Center only.
- If any of the above activities incur staff costs for cafeteria workers, media services technicians, building service, security staff, etc., the PTA/PTSA must pay the hourly rate for staff services as outlined in the [current fiscal year fee guide](#).

Contracted service provider(s) for after-school enrichment activities: Contracted service providers are often used for after-school programs. Please note that these contractors are NOT given PTA/PTSA priority for scheduling and should not be submitted directly by the PTA/PTSA. As a result, PTA/PTSAs utilizing such contracted service providers will need to ensure that the contractor adheres to the General Public online scheduling process.

Requesting Large Event reservations for PTA/PTSA: Activities exceeding 500 persons, or any activity held in an auditorium may meet the guidelines for the high-volume/ large events process. Please reference our Large Event resources herein for clarity on whether your event will be considered a 'Large Event' by definition and the process involved.

Payment: No payment is due at the time of submission. Payment plans may be available for PTA/PTSA use. The payment due date will be set for 90 days before the reservation date.

Government Administrative Use

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](#)

High Volume 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.

Indoor and Outdoor Sports League and Athletic Sports Club Use

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.

Weekly Weekend Cultural and Religious Educational Use

The term “Weekly Weekend Cultural and Religious Educational Classes” is defined for CUPF purposes as:

- a cultural school or faith-based education program, **and**
- utilizes the same room or set of multiple rooms each week (including All-Purpose Room, Cafeteria, Staff Lounge, Classroom, and Gymnasium facilities), **and**
- all rooms are the same day(s) of the week (Saturday and/ or Sunday), **and**
- all rooms and dates are located at the same indoor public building each week, **and**

- group desires a reservation(s) to meet weekly other than weeks in which include MCPS holiday dates or student breaks during the months of September through May, and in rare situations extending into early June.

How to reserve: User groups must submit their annual schedule showing building, dates, rooms, and times via email to cupf@montgomerycountymd.gov no later than 5:00 p.m. on May 15, annually, for an annual contract of reservations September through May. For more information on the process to reserve space within this advanced priority placement, send an email to: cupf@montgomerycountymd.gov.

Weekly Weekend Cultural and Religious Assembly Use

The term “Weekly Weekend Cultural and Religious Assembly” is defined for CUPF purposes as:

- faith-based or cultural assembly/ worship service(s), **and**
- utilizes the same room or set of multiple rooms each week (including All-Purpose Room, Cafeteria, Staff Lounge, and Classroom facilities), **and**
- all rooms are the same day(s) of the week (Saturday and/ or Sunday), **and**
- all rooms and dates are located at the same indoor public building each week, **and**
- group desires a weekly reservation pattern.

How to reserve: User groups must submit their annual schedule showing building, dates, rooms, and times via email to cupf@montgomerycountymd.gov no later than 5:00 p.m. on April 15, annually, for an annual contract of reservations September through August. For more information on the process to reserve space within this advanced priority placement, send an email to: cupf@montgomerycountymd.gov.

Summer Camp Use

The term “Summer Camp” is defined for CUPF advanced placement priority purposes as: summer programs for children and youth during dates that MCPS K-12 educational programs are on summer break and operates five days a week Monday through Friday, for the majority of the available hours before or after MCPS K-12 summer programming each day at any school location, serving the same participants, **and** is registered with verifiable compliancy with all government regulations related to camps, **and** operated by County and municipal recreation departments, licensed childcare providers with a current agreement with MCPS, or in-County parent-teacher associations.

How to reserve: Group must submit a [Priority, High Volume and Other Bulk Use Request Form](#) no sooner than January 15 and no later than February 1 annually for consideration. Summer camp programs not meeting the definition above should submit as general public.

Large Event Use

The term “Large Event” for CUPF purposes is defined as any event requesting: to have an expected attendance of 500 or more persons, regardless of facility being requested, or use of a school auditorium, regardless of attendance expected, or advanced booking due to size, scope

or nature, or significant set-up, or extensive audio-visual equipment or services, or an amount of space or hours of use that requires multiple support staff.

Exemptions to the definition of “Large Event” above include:

- PTA/PTSA fundraisers and large events being held at their home school even if the event meets the large event definition, regardless which room(s) or other facilities are being used at the school site, and
- Parking lot use ONLY if the intended use is for parking vehicles in the parking lot for an off-site activity.

Scheduling timeframes:

- **May 1:** Opening day for dates of use during the MCPS School Year—must be submitted with a minimum of 45 days advanced notice without exception.
- **February 1:** Opening day for dates of use during the MCPS Summer Break—must be submitted with a minimum of 45 days advanced notice without exception.

Preferred and alternate venue, date, time: Groups are highly encouraged to submit a preferred date, time, and facility as well as alternate dates, times, and facilities within the appropriate scheduling submission timeframe on the original request to allow greater flexibility which will increase opportunity for success.

August Dates Not Available in Schools. Large event reservation requests for school facilities will not be accepted for dates of use during the month of August due to cleaning in preparation for the return of staff and students.

Crowd Manager Certification. Groups using public facilities for large events must have at least one person present at the event who is certified in handling large events, crowd control, etc. via the State of Maryland Fire Marshall’s Office online training. Permits cannot be finalized without verification that this requirement has been. Below is the link to the required crowd manager training: [Click here for Required Crowd Manager Certification](#)

CPR Certification. Groups using public facilities for large events must have at least one person present at the event who has current CPR certification by a recognized group such as the American Heart Association, Red Cross, etc. Permits cannot be finalized without verification that this requirement has been met. Below is the link to the required crowd manager training: [Click here for one of the accepted CPR Certification sources](#)

Facility walk-through: A walk-through of school facilities is not required and at times may not be allowed by school administration. Check and coordinate with the school directly.

Application fee: CUPF will collect a \$250.00 application fee (down payment) at the time of application; this fee will be applied to the total cost of the reservation and not an additional charge. If the reservation request is not approved, this fee will be refunded.

How to reserve: An official reservation request consists of CUPF having received a fully completed [Large Event Reservation Request Form](#) and the \$250.00 application fee.

General Public Use

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

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: See below for specifics on requesting reservation based upon facility type:

Indoor Facilities

- **August 15:** Opening day for dates of use during the MCPS School Year
- **May 1:** Opening day for dates of use during the MCPS Summer Break
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Outdoor Tennis Courts and Basketball Courts

- **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
- **November 15:** Opening day for dates of use December 1 through March 14
- **Request reservation** via the online customer e-portal: www.ActiveMONTGOMERY.org

Natural Grass Athletic Fields

- **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

Artificial Turf Athletic Fields

- **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
- **November 15:** Opening day for dates of use December 1 through March 14
- **Request reservation** via: [Priority, High Volume and Other Bulk Use Request Form](#)

Parking Lots

- **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
- **November 15:** Opening day for dates of use December 1 through March 14
- **Request reservation** via: [Priority, High Volume and Other Bulk Use Request Form](#)
- Groups with reservations of indoor facilities or athletic fields are entitled to the use of parking spaces for automobiles and do not need to reserve the parking lot.
- Requests for use of parking lots may only be approved no more than 30 days prior to the date of use unless an exception is granted by the CUPF Director or designee.

- Use of parking lots by summer camps or other activities for pick-up and drop-off is allowed—an administrative fee will be assessed.
- Building access requires booking an indoor facility (classroom, restrooms, etc.)
- Vehicles deemed as “commercial” by US Department of Transportation or Maryland Department of Transportation, weighing in excess of 26,000 pounds, are not allowed to park or sit on MCPS parking lot areas. Large trucks, dump trucks, tow trucks, commercial tour buses, auto carriers, etc. should not be issued a reservation for the vehicle to sit more than a few minutes to complete a pickup. They should not be allowed to use a school site for day, evening, or overnight parking.
- Farm Markets may request weekly access during established booking periods requesting an exemption from CUPF. CUPF management will review requests for exceptions in order to assess whether the perceived need(s) of the community for such activity may outweigh the 30-day restriction on receiving a reservation approval.

Restrooms (with no other indoor reservation)

Restrooms are provided for all scheduled indoor activities. However, when user groups reserve outdoor areas and request access to restrooms, appropriate fees will be charged based on the current fee schedule. Approval for restroom access will be based upon availability of appropriate staff.

- **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
- **November 15:** Opening day for dates of use December 1 through March 14
- **Request reservation** via: [Priority, High Volume and Other Bulk Use Request Form](#)

Computer Lab

Technical support staff will be required at additional hourly cost; approval for room use will be based upon availability of staffing requirements. No internet access is available from MCPS.

- **August 15:** Opening day for dates of use during the MCPS School Year
- **May 1:** Opening day for dates of use during the MCPS Summer Break
- **Request reservation** via: [Priority, High Volume and Other Bulk Use Request Form](#)

Running Track

Requires written approval to CUPF from the High School Business Administrator prior to group submitting a request. Building access, including restrooms, will require booking an indoor facility (classroom, restrooms, 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
- **November 15:** Opening day for dates of use December 1 through March 14
- **Request reservation** via: [Priority, High Volume and Other Bulk Use Request Form](#)

High School Natural Grass Athletic Fields (including Stadium)

Requires written approval to CUPF from the High School Business Administrator prior to group submitting a request. Building access, including restrooms, will require booking an indoor facility (classroom, restrooms, 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
- **November 15:** Opening day for dates of use December 1 through March 14
- **Request reservation** via: [Priority, High Volume and Other Bulk Use Request Form](#)

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 MCPS and the County 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 via the [Reservation Amendment Form](#) 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 under Priority VI Use High Volume, facilities or event types specified herein with other terms, or other Conditions of Use, 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 or MCPS.** If CUPF cancels community use due to inclement weather, public health, or any other emergency situation, or due to a conflict with MCPS or School 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. **Large Event Payment, Modification, and Cancellation.** The payment, modification, and cancellation policy including applicable fees for Large or Special Events in School buildings, Stadiums, and School Athletic Fields is as follows:
 - A. CUPF will collect a \$250.00 application fee (down payment) at the time of application; this fee will be applied to the total cost of the permit and not an additional charge to the permit.
 - B. Payment: Upon approved reservation, half of the total permit cost is due within 14 days; the remaining balance is due 90 days prior to the event start date.
 - C. Modifications and Cancellations.
 - i. Must be submitted in writing via the [Reservation Amendment Form](#) on the CUPF website;
 - ii. Changes/ modifications may not be made to the permit(s) within 10 days of the event except as may be allowed in the terms of the FULA.
 - iii. Modifications will incur a \$25.00 fee in addition to any additional charges for facility use, equipment, or staff.
 - iv. Cancellations will incur the following fees:
 - a. 46 days' notice or more: \$50.00 cancellation fee;
 - b. 45-30 days' notice or more: \$250.00 cancellation fee;
 - c. 10-29 days' notice: 50% of facility charges;
 - d. less than 10 business days' notice: 100% of the facility and staff charges;
 - e. any separate equipment fees and or extra staff charges will be refunded;
 - f. a special event can be re-scheduled one time with at least 30-days' notice; however, the confirmation fee will be retained.
10. **Rainout Credits, Outdoor School Facilities permitted by CUPF.** All refund requests for Natural Grass Athletic Field, Tennis Court, and Outdoor Basketball Court 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 and Synthetic Turf Athletic 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.

11. **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.
12. **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.
13. **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) PUBLIC SCHOOL FACILITIES

RECITALS

- 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 Reservation Request. 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.
- 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.
- R-3. This Agreement governs the terms and conditions under which CUPF will schedule community use of schools.

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 they received a reservation to engage in the activity specified in the Reservation Request, at the facility specified in the Reservation Request, during the time(s) specified in the Reservation Request. This reservation is not renewable. Upon expiration of the reservation, the User may apply for a new reservation. The issuance of this reservation does not guarantee the issuance of any future reservation.
- 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 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.

4. **Accurate Information.** The User certifies that all information the User provides, 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 including the use of an Organizational account only for reservations for use by an organization, and use of an Individual account only for reservations for use by the individual submitting a request for facility use. If the User provides any false or misleading information, CUPF may reject the User's Reservation Request, immediately terminate the activity, preclude the User from future use of facilities, and/or pursue any other appropriate remedy. User is also responsible for reviewing a reservation issued or modification of an issued reservation for accuracy and responding to CUPF upon notification of reservation approval, or other deadline set by CUPF, of any errors by CUPF. Absent notification of an error, the reservation will be considered accurate.
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 or the requested use type. The current Community Use of Public Facilities Conditions of Use are available online at www.montgomerycountymd.gov/cupf and at CUPF's offices in Wheaton and Silver Spring
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 Reservation Request;
 3. Group may only use equipment or facilities or areas listed in the reservation. User or User's participants may not trespass into other areas;
 4. Provide adequate security, traffic, and crowd control for its activity, as determined by CUPF;
 5. Remain at the facility during the activity and carry the license on his or her person during the activity unless modified by 10.D.;
 6. Adequately supervise the activity; and ensure that all participants comply with the provisions of the FULA and reservation;
 7. 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
 8. Comply with all applicable federal, state, and local laws, rules, regulations, and guidelines, including regulations and guidelines issued by the ICB and MCPS. 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;
 9. Ensure that participants respect the staff and the site (ex. staff should not be bullied, insulted or yelled at; property should not be damaged);
 10. Automobiles are strictly prohibited on sidewalks, curbs, grassy areas, playgrounds, walking/running tracks, athletic fields, outdoor basketball courts, tennis courts,

paved play area pads, asphalt play area pads, or any areas other than those clearly designated for driving or parking;

11. **Contact the afterhours help line via call or text to 240-490-CUPF (2873)** to address problems with access, MCPS staff, equipment or condition of facility during the permitted time when the problem occurs.

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. **Posting and Distribution of Signs and Advertisements.**

- 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 Reservation Request 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.**

A. **The following are prohibited in all facilities, except as noted below:**

1. Use without a reservation;
2. Use or possession of alcohol or other intoxicants;
3. Gambling - bingo, lotteries, etc., except as permitted by state law with appropriate permits and/or licenses;
4. Smoking, fires, grills, open flames or flammable material;
5. Weapons, weapon facsimiles, firearms, ammunition except by officers of the law acting in an official capacity;

6. Personal or private celebrations (including birthday or anniversary celebrations, funerals, wedding receptions, and other similar activities);
7. Dances unless sponsored by the school, public recreation departments or PTA groups;
8. Excessive noise;
9. Portable restrooms;
10. Driver education activities involving behind-the-wheel instruction for student drivers;
11. Food and drink in any areas of the school other than the cafeteria or all-purpose room;
12. Use of any equipment not arranged for in the Reservation Request;
13. Storage of any items by user group;
14. Propping open entry doors or gates to facility;
15. Arriving prior to arrival time shown on reservation or remaining after scheduled departure time shown on reservation;
16. Use of tape or any similar adhesive, paint, or marker on the athletic fields, floor, tennis courts or any other surfaces;
17. Use of Promethean board and Lightbox units;
18. Recreational operation of unmanned aircraft systems (UAS), including model aircraft and drones, is not permitted at MCPS facilities;
19. Launching of model rockets propelled by sources other than compressed air or water;
20. Cooking on premises;
21. Use of the following appliances:
 - a. Microwave ovens;
 - b. Toaster ovens or toasters;
 - c. Coffee machines;
 - d. Hot plates;
 - e. Popcorn poppers;
 - f. Electric grills, gas grills, charcoal grills;
 - g. Space heaters;
 - h. Dehumidifiers;
 - i. Air cleaners;
 - j. Refrigerators, except Childcare providers under MSDE Childcare Licensing;
 - k. Any other appliance prohibited by MCPS;
22. Dodge Ball;
23. Indoor football, soccer, lacrosse, hockey, cricket, softball, baseball and other activities typically played outside and prohibited by the MCPS Director of Athletics with the following exceptions in the gymnasiums:
 - a. All participants are 10 years old or younger;
 - b. Activities are limited exclusively to drills and conditioning; no scrimmaging or

- open play;
 - c. All equipment placed on the floor is padded to prevent scratching or similar damage;
 - d. All balls are soft (ex. “nerf”) and not inflatable;
24. Animals, except service animals;
25. Use of water requiring more than minimal water use including but not limited to waterslides and car washes;
26. Portable lights on athletic fields or any other areas of the property is strictly prohibited unless an exception is granted MCPS Central Office;
27. Activity other than an authorized sport is prohibited in gymnasium facilities unless a written exception is granted by the CUPF Director/designee;
28. Access to indoor restroom facilities with field use reservation unless arrangements with payment are made in advance and reserved accordingly;
29. Inflatables (moon bounces, bounce houses, etc.) unless all of the following requirements are met:
- a. The vendor or person supplying the inflatable must install and operate the inflatable(s) in compliance with all applicable regulations and industry standards;
 - b. Inflatable may not be used indoors;
 - c. Inflatable may not be used in intense winds, rain, or other severe weather conditions;
 - d. Inflatable must be placed on flat surfaces free of objects that can puncture the inflatable;
 - e. Inflatable must be located clear of buildings, walls, overhead power lines, utility equipment, trees, streets and parking lots, and other potentially hazardous objects;
 - f. The vendor must properly secure all inflatables, taking into consideration weather factors such as wind;
 - g. Underground utilities must be marked prior to inflatables installation, as needed (such as when stakes are used);
 - h. If stakes are used to secure inflatables, protruding ends must be covered to prevent impalement;
 - i. If inflatables are placed on hard surfaces, such as asphalt or concrete, adequate padding must be provided on top of the hard surface;
 - j. Portable generators must be positioned well behind equipment and far enough away to keep exhaust gases and odors away from people and buildings;
 - k. Fuel for the generator must be stored in an appropriate safety can and secured properly during the event, and the generator must be turned off while refueling;
 - l. A portable fire extinguisher, with a vendor employee trained to operate it, must be available when a generator is present;
 - m. Appropriate and undamaged electrical cords must be used, and cords may not be run into a building;
 - n. Electrical cords may not be placed on sidewalks or walking areas where they can

- create tripping hazards;
 - o. The vendor must have ample staff to supervise use of the inflatable and to monitor/service equipment;
 - p. Use approved by MCPS Systemwide Safety Programs.
- B. Users conducting activities in athletic field, stadium, or running track agree to the following:**
- 1. Proper athletic footwear must be worn at all times;
 - 2. Press box, PA system and scoreboard are not available;
 - 3. Goals are not guaranteed;
 - 4. Tents, canopies, or other similar equipment is not allowed;
 - 5. Adult soccer tournament play is prohibited except on synthetic turf stadium fields;
 - 6. 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 and/or Steady rain is falling, or
 - g. Bare areas are muddy;
 - h. Use is conducted December 1 through March 14.
 - 7. Use of Synthetic Turf fields is prohibited if:
 - a. Excessive heat conditions exist;
 - b. Lightning is occurring;
 - c. Field is covered in snow or ice.
 - 8. Use of Running Tracks is prohibited if:
 - a. Excessive heat conditions exist;
 - b. Lightning is occurring;
 - c. Track is covered in snow or ice.
- C. Users conducting activities in outdoor Tennis courts, outdoor Pickleball courts, and outdoor Basketball courts agree to the following:**
- 1. Only tennis and pickleball are allowed on tennis courts;
 - 2. Pickleball may only be played on tennis courts with pickleball lines painted by MCPS;
 - 3. No representations are made as to the condition of any court and installed accessory equipment such as net and net post, rim, backboard, fencing, etc.
 - 4. Proper athletic footwear must be worn at all times;
 - 5. Tents, canopies, or other similar equipment is not allowed;
 - 6. Only half of the total number of courts at each school is available for reservation to ensure that there are always courts open to the public on a first come first serve basis for general walk-on play by residents for personal recreational exercise;
 - 7. Organized activity, including but not limited to business or commercial use requires a reservation.

8. Exceptions to only half of the courts being reserved may be granted for approved tournament use only on a case-by-case basis by the CUPF Director or designee;
9. Use is prohibited if:
 - a. Excessive heat conditions exist;
 - b. Lightning is occurring;
 - c. Steady rain is falling;
 - d. Court is covered in snow, ice, mud, debris, standing water, or leaves.
- D. **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 a Reservation Request 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 a reservation issued to the User, 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 terminate any reservations or agreements that apply to other locations that CUPF has permitted the User to occupy.
 - D. Before reinstating a reservation, CUPF may require the User to comply with other conditions including meeting with the CUPF Director or designee, participating in user training, and paying for supervision by staff such as MCPS Security.
 - E. CUPF may relocate, reschedule or cancel a reservation 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/Inclement Weather 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. Natural grass field closure decisions are available online at: www.rainoutline.com
 - D. 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 Reservation Request.
- 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 reservations 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.

User will allow CUPF to take pictures, videos or make voice recording or electronic images of a permitted activity and information related to the sponsoring group, the nature of the activity, and the names of persons involved in the activity to be retained in an electronic file for the purposes of sharing the information, recordings, and images on a County website or social media platforms used by the County. The images and recordings become the sole property of the County.

22. **Other Important Provisions.**

- A. **Modification and Waiver.** 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 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 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. **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.

