Community Access Program (CAP)

Application for FY 17

July 1, 2016 - June 30, 2017

PURPOSE: County initiative to reduce the cost to groups offering programs at the Silver Spring Civic Building at Veterans Plaza.

CAP Application Guidance for FY17:	
TIMELINE:	1. Allow a **minimum of 45 days** for processing applications. Incomplete applications will not be processed. 2. All dates approved must occur during July 1, 2016 – June 30, 2017. 3. All reservations must be scheduled, and paid in full, at least 10 business days before the event. 4. CAP applicants must follow CUPF timeline, policies and procedures for the Silver Spring Civic Building at Veterans Plaza.
APPLYING:	1. Complete this form thoroughly. 2. Payment is required at time of submission. o Great Hall and/or Veterans Plaza: $250 (This fee will be applied to the final payment). o Activity and/or Conference Rooms: $100 (This fee will be applied to the final payment). Note: If CAP is not awarded, the above initial payment will be refunded.
REQUIRED:	1. **SSCBVP "Application for Use"** must be submitted. CUPF staff will determine fees for dates, times, and rooms. CAP Review Committee will review this information during the evaluation of this request. 2. **CAP Application, which includes answers to the CAP questions,** must be submitted by a member of the group receiving the award authorized to make financial commitments on behalf of the group. 3. **Facility Use License Agreement (FULA)** must be signed and user must comply with all applicable building use guidelines and policies. 4. **Copy of applicant's Photo I.D. with current address** must be provided to CUPF.
ADDITIONAL:	1. Group is financially responsible for any additional costs incurred after the award is made. 2. Community Use of Public Facilities (CUPF) provides logistical support in scheduling and using space only. 3. Applicants are required to provide for event management, equipment or other services not customarily available. 4. Additional information may be required. 5. Additional rooms/equipment may not be requested on the day of the event unless approved by CUPF. 6. Changes in all other Silver Spring Civic Building rooms will be subject to the $25 adjustment fee. 7. Award is non-transferrable and may not be extended to include another group. 8. For information on the building, rooms available for community use and amenities, visit www.montgomerycountymd.gov/cupf. 9. Applicants will be contacted by County staff, with award decisions.

Silver Spring Civic Building at Veterans Plaza
APPLICATION for USE

Allow 10 business days for processing single room use; up to 30 days for special event use.

Form #:
Date Received:
Permit #:

A. Event/Activity Information

Event Name:_____ **Estimated Attendance:** _____

Event type: ❑Banquet ❑Class ❑Conference ❑Cultural Activity ❑Faith-based ❑Meeting ❑Performance/Dance ❑Private Celebration

1. Will you serve alcohol? (Beer / wine / liquor)..... ❑Yes ❑No
2. If requesting the Great Hall, will you need Audio/Video or Stage? ..... ❑Yes ❑No If yes: ❑ Audio/Video ($100) ❑ Stage ($250)
3. Are you advertising this event? ..... ❑Yes ❑No
4. Will you serve food? ..... ❑Yes ❑No If yes: ❑ Self-prepared ❑ Catered
5. Would you like to bring in outside equipment? ..... ❑Yes ❑No
6. Will event include music/performance? (DJ, live band, recorded, other)..... ❑Yes ❑No If yes: include contact information of DJ / band / other below
7. Will monies be accepted on site? (Donation, ticket sale, registration fee, sales, etc.)... ❑Yes ❑No

If answering Yes, to any of the above questions, please describe:

Please note: Commercial or Special Event Permit(s) may be required for some events. Please ask staff for details.

⇒ In order to ensure Civic Building events go well, users are required to meet with the logistics specialist leading up to the event (e.g. finalize plans, answer any outstanding questions, etc)

Ratio requirement for youth events under 18 = one adult (21 years+) per 15 youth. No alcohol during events with a majority of participants under age 21. Youth events end at 11:00 pm Sun. -Thurs., and 11:30 pm Fri.-Sat.

B. Day of Week (circle one): Sun. Mon. Tues. Wed. Thur. Fri. Sat. **Date of Event:**_____/_____/_____

Room Request and Event Occupancy Time

⇒ Room names for reference: Great Hall (Full or Half) ◦ Atrium ◦ Warming Kitchen ◦ Courtyard ◦ Ellsworth Room (Full or Half) ◦ Fenton Room ◦ Spring Room ◦ Colesville Room

Room Preference:	Set-up time	Event Begin Time	Event End Time	Cleanup & out Time	Planned use of room?	Number of	
						Youth	Adults
Example: Great Hall (Full)	6:00 AM	7:30 AM	5:00 PM	6:00 PM	Business expo	0	300

Additional applications may be required for some events (example: events with alcohol). Users are responsible to adhere to all applicable laws and regulations.

C. (Name of Applicant) **First Name:** _____ **Last Name:** _____

Address:_____

Street *Apt. #* *City* *State* *Zip Code*

Home Phone: _____ **Work Phone:** _____ **Cell Phone:** _____

Email Address:_____

Gender (check one): ❑ Male ❑ Female **Date of Birth:** / /

D. Applying on behalf of: **ORGANIZATION:** _____ **(Complete this section)** **SELF:** _____ **(Skip section D)**

Organization Name:_____ **Non Profit TIN?**_____

Address:_____

Street *Suite #* *City* *State* *Zip Code*

Email: _____ **Phone:** _____ **Ext:**_____

Website: **Customer Type (check one):** ❑For Profit ❑Non Profit ❑ Public Agency

E. Agree To Waiver (CUPF - FULA) ❑Yes ❑No, incomplete application ***Federal Gov. applicants: (CUPF - Federal FULA)*** ❑Yes ❑No, incomplete application

F. Payment submitted? ❑Yes Amount: $ ❑No, incomplete application **Form of payment:** ❑Credit Card ❑Money Order ❑Check

I have read the Community Use of Public **Facilities User License Agreement (FULA)** and **agree to abide by** the conditions of the Agreement. It is understood that the County is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to persons or property which may be sustained by reason of this event. I understand that I may be required to provide a certificate of insurance that satisfies the requirements specified in the **FULA** before the date of the event for which this Application is being submitted. I understand the cancellation policy for special events and other requirements that may apply to my request. Application is not valid until all authorizations have been obtained. Photo ID required with application. Certification of non-profit status may be required. I am responsible for compliance with all applicable Federal, State or Local Laws. Violation of the terms of the permit or County laws and regulations may result in immediate cessation, forfeiture of all fees paid or other legal action as applies.

Every event requires **Liability insurance**

Responsible Person's Signature _____ Date _____

The CAP Review Committee will determine award funding based on the information that you provide in your answers to the following questions:

For best results, please answer all questions below.
CAP Review Committee thanks you for your submission!

I. ORGANIZATION AND PROGRAM OVERVIEW

Information about the purpose and or mission of your organization/community group:

Purpose of the proposed program/activity:

How your planned activity/program contributes to the County's mission and key County outcomes:
NOTE: Link for County mission statement: http://www.montgomerycountymd.gov/government/missionStatement.html

How your program benefits the residents of Montgomery County and/or program participants:

How meeting in the Silver Spring Civic Building at Veterans Plaza helps you accomplish your goals:

II. FINANCIAL NEED

How is your organization or group funded? Indicate if your organization is already receiving funding or financial assistance from another County source such as a County grant or through a County agency.

Certificate or other documentation as to not-for-profit status (as applies):
NOTE: Please include not-for-profit status documentation with this application.

III. FUNDRAISING EVENTS

Specific information on how the funds raised (e.g. cost of tickets, etc.) will be used, and which groups will benefit from these additional resources:

IV. ADDITIONAL INFORMATION

Organization Website:

Any additional description of your program not covered above to include:

How attendance size will be managed (ex. crowd control for open to the public Veterans Plaza events):

Any planned special lighting, sound effects, props or equipment:

Inclusion of amplified or live music/sounds:

For best results, please answer all questions above.
CAP Review Committee thanks you for your submission!

Community Access Program
Contact: Eric Rasch, CPM, MPS
Operations Manager, Silver Spring Civic Building at Veterans Plaza
One Veterans Place, Silver Spring, MD 20910
Phone: 240-777-5308 Email: eric.rasch@montgomerycountymd.gov

Facility Use License Agreement
Silver Spring Civic Building at Veterans Plaza

RECITALS

R-1. In Montgomery County, the Interagency Coordinating Board ("ICB") for Community Use of Public Facilities makes available to the community the use of 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 the Silver Spring Civic Building and Veterans Plaza ("Facility") as a facility to be scheduled by CUPF.

R-3. This Agreement governs the terms and conditions under which CUPF will make available to the community the use of the Facility.

R-4. The term "User" means the person or entity to whom a permit 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 permit is in effect.

R-5 The term "County" includes the County's boards, agencies, officials, and employees.

AGREEMENT

The User agrees to the following:

1. The User must apply for and obtain a permit for the use of the Facility and may use the Facility only during the time period stated on the permit.
2. The User must pay the appropriate fees, as set forth in the current fee schedule, including any security deposit, in full with the Application. A security deposit is required for the Great Hall and kitchen rentals and Veterans Plaza. Checks, money orders and MasterCard or Visa payments are accepted. The current Community Use of Public Facilities Fee Schedule is available online at http://www.mongtomerycountymd.gov/cupf and at CUPF's offices.
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 http://www.montgomerycountymd.gov/content/dep/Publications/pdf/compliance.pdf.
7. Inclement weather credits for indoor use will be issued only if Montgomery County Government closes the facility. For verification, check CUPF's website at www.montgomerycountymd.gov/cupf or call MC311. Information will also be recorded on 240.777.2710.
8. Inclement weather credits for outdoor use will be issued when the Veterans Park and Civic Building Courtyard is closed by the Silver Spring Regional Service Center.
9. **The User must:**
   a. comply with all directions and conditions given by CUPF
   b. ensure that the activity conforms to the use described in the Application
   c. remain at the site during the Activity and carry the CUPF permit on his or her person during the Activity
   d. adequately supervise and maintain orderly conduct among the persons attending the Activity covered by the permit
   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 theses permits. User is responsible for ensuring that any company or service providers in their employ such as caterer, event supplier, photographer/videographer, etc. are in compliance with state and local laws and regulations
   f. comply with all applicable federal, state, and local laws, rules, regulations, and guidelines, including regulations and guidelines issued by the ICB. This includes compliance with all applicable federal, state, and local nondiscrimination laws, including Title VII of the 1964 Civil Rights Act and the Americans with Disabilities Act 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

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10. **Use Requirements/Restrictions**

The Activity must not:

a. present a clear and present danger to public safety or to the peace and welfare of the community, the county and/or the state;
b. present a danger of damage to public or private property;
c. constitute a public nuisance or create a traffic hazard;
d. provoke or add to a public riot or breach of peace;
e. **The following are prohibited at all times:**
   i. Smoking on premises, including Veterans Plaza and ice rink areas;
   ii. Equipment or performances that are risky, including, for example, a high wire act, "daredevil" stunts, and the use of tall platforms;
   iii. Weapons/firearms/ammunition or use of controlled substances;
   iv. Excessive noise, public disruption, or activity that may do harm;
   v. Unauthorized use or possession of alcoholic beverages;
   vi. Use of alcohol outside the approved designated area(s);
   vii. Gambling--bingo, lotteries, etc. except as permitted by state law with appropriate permits and/or licenses;
   viii. Animals except for service animals, without permission;
   ix. Cooking on premises.
f. User is responsible for obtaining necessary permits, where applicable, from the Montgomery County Department of Fire and Rescue Service.
g. Users may not use Veterans Plaza when any of the following conditions exist:
   i. CUPF has cancelled the Use
   ii. Lightning is occurring
h. Health and Safety: The user must provide at their own expense:
   i. Security using off-duty Montgomery County Department of Police officers where required by CUPF. The number hired must meet or exceed the requirements of the CUPF rental permit
   ii. 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.
   iii. Users must provide adequate supervision of participants

11. **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 Use. All announcements and advertisements must include the following statement: *This activity is not sponsored by, associated with, or endorsed by Montgomery County Government*

12. **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)
c. The User must provide an adequate number of chaperones for youth oriented programs

13. **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.

14. **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.

15. **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

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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

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.

16. **Refunds/Cancellations**. CUPF will refund fees paid by the User to CUPF to permit 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 time frame 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, 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.**

17. **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

18. **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.

19. **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;
b. Policies must list Montgomery County as an additional named insured;
c. The User must provide CUPF with a copy of the certificate of insurance within 10 calendar days following submission of the completed Application;
d. The insurance certificate must show at least a thirty day's notice to the County for cancellation or modification;
e. Nothing in this Agreement may be construed to create any rights or claims in any third parties.

20. **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.

21. **Other Provisions**.
a. **Modification and Waiver**. Except where expressly provided to the contrary, any amendment of this Agreement must be in writing, signed by the Parties. A party wishing to waive any rights under this Agreement must do so expressly in writing. A waiver will be narrowly construed so as not to waive any other rights or any other instance to which that right might apply
b. **Severability**. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be valid under applicable law. But if any provision of this Agreement is deemed invalid, that provision must be severed, and the remaining provisions must otherwise remain in full force and effect
c. **Entire Agreement**. This Agreement constitutes the entire agreement between the Parties. All terms and conditions contained in any other writings previously executed by the Parties and all prior and contemporaneous arrangements and understandings between the Parties are superseded by this Agreement. No agreements, statements, or promises

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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. **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

f. **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

g. **Warranty of Authority**. The persons executing this Agreement warrant that they are authorized by the respective party whom they represent to execute this Agreement

g. **Effective Date**. This Agreement is effective after it is signed by all Parties

h. **Transfer**. The User must not transfer this Agreement by assignment, sublease, or otherwise without the express written consent of CUPF

i. **Incorporation of Documents and Recitals**. The recitals and any exhibits are incorporated by reference and made a part of this Agreement

I have read, understand, and agree to the provisions of this Agreement. I declare that all of the information provided is true and complete and authorize CUPF to verify this information. I understand that if I make any false statement on the application, CUPF may reject the application, immediately terminate the use, and preclude me and/or the User from future use of County facilities. It is further understood and agreed that any other person scheduling space on behalf of the below User agrees to abide by the terms and conditions of this Agreement.

The person executing this Agreement on behalf of the User must present identification.

The provisions set forth in this Facility Use License Agreement are hereby acknowledged and agreed upon this _____ day of _____, 20_____.

Signature:

Sign Name: _____

Print Name: _____

Print Name of Organization: _____

Please remember:
To attach your organizations
Internal Revenue Service (*IRS) status*
and copy of your
Photo I.D.

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