

Sondreson Hall Use Agreement

This Sondreson Hall Use Agreement (“*Agreement*”) is made by and between the **North Fork Landowners’ Association** (NFLA) and _____ (“*Responsible Party*”) as of the date last set forth on the signature page of this Agreement. For good and valuable consideration, the sufficiency of which is acknowledged, the parties hereby agree as follows:

1. Responsible Party. The Responsible Party may consist of Members, Associate Members, non-members, organizations, and entities. The Responsible Party shall list a NFLA Member in good standing who will host/sponsor the event (NFLA Host). The NFLA Host must attend the event to ensure that the Hall is used properly. The Responsible Party and NFLA Host are listed in Item 13, any deletions/additions/changes of the Responsible Party or NFLA Host must be approved by the NFLA in writing.
2. Term of the Agreement. The Agreement begins and ends at the times stated in Item 13.
3. Facility. Sondreson Hall (“*the Hall*”) is located at 12880 North Fork Road, Polebridge, MT 59928. This off-grid venue is furnished as follows:
 - Four (4) 8’ tables, nine (9) 6’ tables plus chairs to seat approximately 100 people
 - Kitchen facilities include propane stove with oven, wood cookstove, “dry sink” (you must bring your own water to drink and wash up), electric coffee pot, miscellaneous dishes, pots/pans and utensils. There is no refrigerator/freezer or running water.
 - Utilities: propane generator and propane or electric lights.
 - Outhouses for men and women
 - Garbage cans
 - Wood heater stove (only heat source in the building) and firewood
 - Emergency equipment includes fire extinguishers, first aid kit and an AED
 - **There is NO running water, internet, phone, cell phone connectivity, satellite TV, TV/VCR, PA system, or centralized heating/air conditioning system with filtration for infectious diseases.**
 - **NO paper, plastic products, coffee/tea or condiments are provided.**
 - Equipment, kitchen items, tables/chairs may not be removed from the Hall property.
4. Maximum Occupancy. The maximum occupancy for events at the Hall is 100 persons.
5. Guidelines for Hall Use. Responsible Party and NFLA Member Host/Sponsor agree to follow the Guidelines for Hall Use as described in Exhibit A.
6. Insurance. For large events (over 30 people) not sponsored by the NFLA, the Responsible Party must obtain Special Event Insurance Coverage with an endorsement naming the North Fork Landowners’ Association as an Additional Insured. A copy of the Certificate of Liability Insurance detailing the Special Event Insurance Coverage must be submitted to the NFLA two weeks prior to the date of the event. If the user plans to serve or hire a bartender to serve beverages, they must also add Host Liquor Liability to the Certificate of Liability Insurance.
7. Waiver of Liability. Responsible Party agrees to hold harmless the NFLA, its Officers, and Board of Directors against any liability for injury to persons or property occurring in or about the Hall or arising out of the use or occupancy thereof.

8. Cancellation. Responsible Party may cancel this agreement for just cause a minimum of two weeks prior to the event. If the Hall becomes unavailable for any reason, the NFLA will promptly notify Responsible Party and refund 100% of payment, with no further liability.
9. Security Deposit. A security deposit of \$75.00 must be submitted with the Sondreson Hall Use Agreement as a separate check from the Suggested Donation. The security deposit will be returned to the Responsible Party within two weeks after the event provided there is no damage or missing items found during the post event inspection.
10. Suggested Donation. Donations for use of the Hall shall be sent as a separate check along with the Security Deposit check and Sondreson Hall Use Agreement a minimum of two weeks prior to the event to the **NFLA Treasurer, PO Box 1603, Columbia Falls, MT 59912**.
11. Suggested Donations
 - 2 hours \$25.00
 - 4 hours \$50.00
 - 8 hours or more \$75.00
 - Event after 5pm \$75.00
 - Class or event that meets at least 8 times for no more than 2 hours/event should donate \$10.00 for each meeting.
12. Miscellaneous.
 - All legal matters arising out of this Agreement shall be adjudicated in Flathead County, Montana. Should any provision contained in any agreement between NFLA and Responsible Party be held to be invalid, illegal or unenforceable by a court or other agency, the remainder of the Agreement will be in full force and effect. Responsible Party agrees that any such invalid, illegal or unenforceable provision will be replaced with a valid, legal, and enforceable provision that most closely accomplishes the former provision's economic effect.
 - Responsible Party agrees facsimile/scanned email signatures shall have the same authority as original signatures.

13. Information Specific to this Agreement.

Responsible Party _____

Address _____ City _____ State ____ Zip _____

Phone _____ Email _____

Date(s) of use _____ Time of use: From _____ To _____

Event _____ Number of Guests _____

NFLA Member Host/Sponsor _____

Host Address _____ City _____ State ____ Zip _____

Security Deposit \$ _____ Check # _____ ___ Waiver requested

Suggested Donation \$ _____ Check # _____

Insurance Required? ___ No ___ Yes Insurance Carrier _____

The parties agree to the terms of this Sondreson Hall Use Agreement in its entirety as evidenced by the signatures set forth below.

North Fork Landowners' Association
PO Box 1603
Columbia Falls, MT 59912

Responsible Party

Treasurer or Secretary

Name (print): _____

Name (print): _____

Date: _____

Date: _____

Phone #: _____

Cell Phone #: _____

Address : _____

Email: treasurer@nflandowners.org

Email: _____

Exhibit A
Sondreson Hall Use Agreement

1. User Guide. Prior to event, Responsible Party and NFLA Host is provided with an electronic copy of the Hall User Guide. This guide provides detailed instructions for operating the generator, stoves, and other items. It is the duty of the Responsible Party and NFLA Host to review the user guide and follow the operating instructions and emergency procedures contained therein. A copy of the User Guide is posted by each door in the Hall.
2. Smoking. Smoking is NOT allowed anywhere on the property or in the Hall.
3. Campfires. Fires are not permitted. A BBQ provided by the Responsible Party may be used on the gravel and at least five (5) feet from any structure, grass, or trees. BBQ must be propane; no charcoal grills are allowed.
4. Children. Adult supervision is always required for children under age 18.
5. Emergencies. It is the duty of the Responsible Party or NFLA Host to notify the NFLA as soon as possible.
6. Fireworks. Fireworks are NOT allowed on the property.
7. Firearms. Guests are responsible for compliance with MT state law and required to secure weapons.
8. Housekeeping. Responsible party must clean Hall and remove garbage immediately after event.
9. Hunting. Hunting and target practice are NOT permitted on the property.
10. Noise. Guests should not create excessive noise at a level that disturbs neighbors.
11. Parking. Parking is limited to the parking area in front of the Hall. Guests parking along the North Fork Road may not block traffic or entrances to private property.
12. Pets. Pets are not permitted on the property without prior written permission.
13. Reasonable care and use. Keep the property and all furnishings in good order. Contact the NFLA promptly if something needs service. Only use appliances for their intended purpose.
14. Water Access. Property adjoins Whale Creek. Responsible Party acknowledges that any guest accessing the creek does so at their own risk.
15. Wildlife. DO NOT approach or feed any wildlife or leave any food attractants or trash outside. It is important to carry bear spray. Please notify NFLA of any large animal sightings.
16. Abandoned Personal Property. If the Responsible Party fails to remove personal property from the premises, the NFLA reserves the right to dispose of abandoned personal property as it deems necessary.