

# CLARK CH.

## **Purpose**

The Clark Chateau allows the use of its building for civic, educational, philanthropic, and recreational purposes having a substantial nexus to the Butte-Silver Bow community. At a minimum, such a nexus requires that any group seeking to use a room, floor or building (User) provide a sponsor who resides in Butte-Silver Bow, Montana and signs the reservation form prescribed below. In allocating the use of rooms, the Board of Directors of the Archives (Archives Board), the Archives Director, and the Chateau Curator, staff and volunteers (the latter collectively "Chateau staff" and together with the Archives Director, staff and volunteers, the "Chateau/Archives staff") shall not discriminate on any constitutionally or statutorily prohibited basis. However, the provision of meeting room space is not the primary mission of the Chateau, and must always be subordinate to the paramount need to provide a safe, peaceful, and respectful environment. No use of the building will be allowed that is likely to disturb the normal activities of the Clark Chateau, impede Chateau staff in the performance of their duties, or endanger the Clark Chateau building, interior fabric, furniture, floors or accoutrements, exterior and or grounds. Use of meeting rooms for Chateau business, Archives purposes and City and County of Butte-Silver Bow (Butte-Silver Bow) local government purposes shall take precedence over all other uses.

Meeting rooms shall not be used for entrepreneurial or commercial purposes, or for the solicitation of business for profit. Except for book signings or similar events, no goods or services shall be promoted, sold, or exchanged with the use of meeting rooms.

Exceptions to this policy may be made at the discretion of the Archives Board as it deems in the best interest of the Clark Chateau, Archives and the community. This policy addresses use of meeting rooms by non-Butte-Silver Bow user groups, and is not applicable to meetings or functions hosted by the Chateau/Archives staff.

## **Requirements for Meeting Room Reservations**

### **Hours and Fees**

The Chateau is available with permission from the of the Chateau/Archives staff, seven days per week. A fee is assessed for building use as well as a cleaning deposit as applicable. (See the attached Fee Schedule).

### **Reservations**

All Users shall complete and submit a Reservation and Use of Facilities Agreement (Use Agreement) in a form approved by the Archives Board. As applicable, such Use Agreement shall be updated at the request of the Archives staff. Such Use Agreement shall incorporate by reference this policy and shall recite that the User has received a copy of this policy and agrees to abide by the terms and conditions of this policy.

Reservations shall be made through the office of the Chateau Curator, the Archives Director or his/her designee. No User may reserve or use any meeting room unless it complies in all respects with the provisions of this policy and submits, in fully executed form, the Use Agreement, and any insurance certificate required pursuant thereto. No meeting room reservation shall be deemed complete until the

Chateau/Archives staff receives a complete, signed original Use Agreement (together, if applicable, with an original insurance certificate).

Any false, misleading or incomplete statement on the Use Agreement shall be grounds to decline the use of meeting rooms by the User.

The Archives Board and the Chateau/Archives staff reserve the right to reject a reservation request if the anticipated meeting may, in the reasonable judgment of the Archives Board or Chateau/Archives staff, be unreasonably disruptive to regular Chateau functions, too large for the applicable room/building capacity, disorderly, dangerous to persons or property, or in any other way inconsistent with or in contravention of any of the terms and conditions of this policy. In determining whether such a likelihood exists, the Archives Board and/or the Chateau/Archives staff may take into consideration the contents of the Use Agreement, the history of the User's building use in the Chateau, the history of the User's use of meeting facilities elsewhere, and such other information as they may deem appropriate.

The Archives Board reserves the right to determine, in its reasonable discretion, whether any proposed use of the Chateau building will require a Butte-Silver Bow Law Enforcement Department ("Sheriff" or "police") police detail or other police activity, or other non-police security protections, and if so the anticipated cost thereof. In making this determination, the Archives Board may take into consideration the contents of the Use Agreement, the history of the User's building use in the Archives, the history of the User's use of meeting facilities elsewhere, and such other information as the Archives Board may deem appropriate, and may consult with the Sheriff or non-police security personnel. If the Archives Board determines that such police or security protection will be reasonably necessary, the User shall be required, as a condition of such reservation, to pay by such date in advance of the meeting as the Archives Board reasonably sets, the anticipated cost of such police or security protection, and such sum shall be applied to such cost, with any surplus being returned to the User after the meeting. The User shall be liable to Butte-Silver Bow for any deficiency.

Reservations shall be accepted, subject to the provisions of this policy, in the order received.

Failure to notify the Chateau/Archives staff of cancellations may result in forfeiture of future bookings.

Minors may not reserve a meeting room, nor can they serve as sponsors.

#### **Rules for Use**

The occupancy limits are as follows: *seventy-five (75) persons on a single floor and no more than 240 people total*. Users shall, at their own expense, procure any license or permit necessary for the conduct of their meetings.

Users may arrange the available tables and chairs as they choose, provided that all pieces of furniture are returned to their original positions at the close of the meeting. The Chateau/Archives staff is not allowed to set up and break down rooms, and that is the sole responsibility of the User. Users may provide their own tables and chairs if those available at the Chateau are not adequate for their needs.

Smoking and open flames, such as candles, are prohibited, with the sole exception of food-warming devices approved by the Chateau/Archives staff.

Failure to comply with applicable guidelines or rules for the use of the meeting rooms could be cause for immediate ejection from the facility and/or the forfeiture of future use privileges.

### **Kitchenette**

A small kitchenette may be used with approval of the Chateau/Archives staff for light refreshments.

Food service from the Chateau kitchenette must be catered only or used for food brought in. No food preparation is allowed.

The bringing in of food (e.g., for a potluck as part of a non-profit event) is allowed as long as there is no preparation of food within the kitchenette area. Butte-Silver Bow is not responsible for any health or safety related issues or problems related to the serving or consumption of food by Users in the Chateau/Archives Building. Upon signing the Use Agreement the User hereby waives any claim against Butte-Silver Bow and the Archives and/or the Clark Chateau for any health or safety related issues or problems by undertaking food service within the Clark Chateau building during the event, and agrees that Butte-Silver Bow will not be liable for any such issues or problems.

All food must be removed from both the building and the kitchenette at the end of the meeting.

All Users that use the kitchenette must follow the cleanup and closure check list. (See the attached Cleanup & Closure Checklist.)

### **Clean Up**

Each User shall be responsible to ensure that the Chateau is returned to the same condition after the meeting as it was prior to the meeting. (See the attached Cleanup & Closure Checklist.) Failure to restore the meeting room to such prior condition shall render the User liable to Butte-Silver Bow for the cost of any clean up, and, if applicable, for the cost of any repairs, and may result in forfeiture of future bookings.

### **Indemnification and Insurance**

All Users without exception using any of the rooms shall by signing the Use Agreement agree, on its own behalf and on behalf of all its members, to defend, indemnify and hold harmless Butte-Silver Bow, its Council of Commissioners, elected officers, agents and employees, the Archives, the Archives Board, and the Chateau/Archives staff (collectively "indemnified parties") from and against all costs, damages, losses, claims, and expenses (including reasonable attorneys' fees) incurred, directly or indirectly, as a result of such User's use of a meeting room. Such costs, damages, losses, claims, and expenses shall include, without limitation, any damage to the meeting room or any other part of the Clark Chateau building, grounds or collections; the cost of employee overtime, if occasioned by the use of the meeting room; the cost of police or security protection, if deemed necessary by the Archives Board; and any claim asserted by any third person against any such indemnified parties on account of any alleged injury or casualty related to the meeting.

The Use Agreement shall also constitute a release by the User, on its own behalf and on behalf of all its members, of any claim against the indemnified parties for any injury to persons or damage to property suffered by such User or any of its members during or as a result of the use of the meeting room, except insofar as such injury or damage is directly and solely caused by the negligence or intentional misconduct of any person belonging to or acting on behalf of the Clark Chateau or Butte-Silver Bow.

User shall carry general liability insurance coverage for the User's use of the Chateau facilities, such as special events coverage, in the minimum amount of one million dollars (\$1,000,000) per occurrence, and shall name the Chateau and Archives (and naming Butte-Silver Bow specifically) as an additional insured for purposes of such use. User shall provide a Certificate of Liability Coverage or other documentation reasonably requested evidencing such coverage and additional insured status. Claims made policies shall NOT be acceptable.

User may not subcontract services with another individual/business to provide additional services on or within Chateau facilities, during the times of use and rental, without approval of the Chateau/Archives staff.

### **Alcoholic Beverages**

Alcoholic beverages are not permitted in rooms unless specifically approved by the Archives Board, either for a specific event or by guidelines established to be administered by Clark Chateau/Archives staff.

If approved, alcoholic beverages may be served in the building by a licensed caterer, provided that all licenses, insurance, and other considerations are provided for by the caterer. The caterer must contact the Clark Chateau/Archives staff to obtain a copy of the applicable guidelines or rules and must provide proof of liability insurance no less than 5 days prior to any event serving alcoholic beverages.

The Clark Chateau will not allow red wine to be served because of potential accidents and clean-up issues.

Failure to comply with applicable guidelines or rules for the use of alcoholic beverages could be cause for immediate ejection from the facility and/or the forfeiture of future use privileges.

Sales of alcoholic beverages are prohibited in the building or on the grounds unless the alcoholic beverages are served by a licensed caterer. The Clark Chateau/Archives staff is not allowed to serve any alcoholic beverages.

### **Publicity**

In allowing a User to use the Clark Chateau, the Archives, the Archives Board, Chateau/Archives staff, and Butte-Silver Bow do not imply any endorsement of the group's beliefs, policies or program. No group shall in any of its publicity state or suggest that the Archives, the Archives Board, Archives staff, or Butte-Silver Bow sponsors or endorses the meeting, the group or any particular set of ideas.

Groups may identify the Clark Chateau and provide its address in their publicity for the meeting or event, but to avoid disrupting Chateau/Archives staff in their work, may not give out the Clark Chateau/Archives' telephone number or invite potential attendees to contact the Clark Chateau/Archives.

### **Decorating**

All decorating shall be approved in advance by the Clark Chateau/staff. The use of decorations may be allowed if they are free standing decorations. Select rooms/spaces possess picture rail and that may be used to hang items. No tape, nails, tacks or other items may be used in the building. No decorations or other objects brought into the Clark Chateau building by the User shall obstruct emergency equipment, interfere with ingress or egress, and/ or involve placement that causes a safety hazard to the public or staff. All decorations and objects must be removed at the end of the meeting/event.

**Parking**

There is parking on the street, only.

**Equipment**

The following equipment is available for use:

Tables (8)

Chairs (50)

**To book the Clark Chateau or a room within the Clark Chateau, please call the Archives at 406-782-3280, Clark Chateau at 406-490-6678, or e-mail: [clarkchateau@gmail.com](mailto:clarkchateau@gmail.com)**

*Approved by the Board of Directors of the Archives:*

By: Brian Holland\_\_\_\_\_

Its: Chairman

Date: \_\_\_\_\_