



Caras Park Event Venue Lease Agreement

(Updated July 2025)

LEASE OVERVIEW

This agreement, made this _____ day of _____, 2025, is by and between the **MISSOULA DOWNTOWN ASSOCIATION (DOWNTOWN MISSOULA PARTNERSHIP)**, a Montana non-profit corporation (herein Lessor) and _____ (herein, Lessee).

WITNESSETH

Agreement to Lease: Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor the property managed by Lessor and described as follows: The property located in Caras Park, Missoula, Montana, described as:

- 1) A permanent pavilion measuring approximately sixty (60) feet by one hundred fifty (150) feet, erected in Caras Park, Missoula, Montana, consisting of twelve (12) helical piers, a floating-mast infrastructure, a fabric roof, and adjustable side curtains.
- 2) A permanent concrete band stage with an overhead canopy adjacent to the pavilion.
- 3) A concrete amphitheater seating area with sun shades.
- 4) Adjacent lawn areas, Underbridge Playspace, and Brennan’s Wave deck overlooking the river.
- 5) (35) Eight-foot tables (190) chairs.
- 6) (1) eight-by-sixteen-foot pop-up stage.

Term of Lease: The term of this lease shall be for _____Date(s)_____. During the term of the lease, the Lessee shall have the right to exclusive use of the Caras Park Event Venue, subject to the terms of this Agreement.

Rent: Lessee shall pay Lessor \$_____ for the use of the venue. Rent shall be paid to the Lessor on or before (30) days prior to the reservation date.

Damage / Security Deposit: Lessee shall submit a Card on File Authorization Form to serve as the damage/security deposit for the event. A \$350 fee will be charged if the venue is damaged or returned in poor condition after the event. This deposit secures compliance with all the conditions of the lease agreement. The damage/security deposit shall cover cleaning expenses attributable to the Lessee’s failure to maintain the venue and its walls, tables, chairs, stage sections, etc. Lessee will be charged the security deposit fee if noise levels exceed the city noise ordinance and/or if the noise goes past 10 p.m. on Sunday–Thursday and 10:30 p.m. on Friday–Saturday. Lessor shall not charge the damage/security deposit

within 30 working days of the termination of the lease agreement. If the deposit is insufficient to satisfy Lessor's claims for obligations under the lease agreement, Lessor may collect the deficiency from Lessee.

Nature of the use of the Caras Park Event Venue: Lessee shall use the Caras Park Event Venue for _____ and no other purposes. Lessee shall use the venue carefully and properly and shall comply with all laws, ordinances, and regulations relating to the possession, use, and maintenance of the venue, including, but not limited to, all Missoula Parks Department rules and regulations.

Insurance: Lessee shall maintain body injury and personal injury insurance and property damage insurance associated with use of the venue in the amount of at least two million and no/100 dollars (\$2,000,000.00) per occurrence and in the aggregate. The lessee must list the Missoula Downtown Association as an additional insured for the event. Lessee agrees to submit a copy of the insurance form stating the above to the MDA at least 30 days before the event.

Alcohol: If Lessee intends to serve alcohol during Lessee's use of the venue, Lessee acknowledges being aware that there are strict rules and potential liability. Regarding permits and licenses, Lessee must obtain all permits and a license, ensuring that all criminal laws are complied with, including that underage consumption of alcoholic beverages does not take place and open container laws are complied with. Lessor has agreed with the City of Missoula that all events at which alcohol is served would comply with that agreement. This is a minimum requirement and does not ensure open container laws are being complied with. Additional questions should be addressed to local law enforcement. Regarding civil liability, Lessee acknowledges being aware that there are several scenarios where liability may be incurred. Lessee acknowledges that under other provisions of the lease, Lessee had agreed to indemnify Lessor for those situations.

Alteration of the Venue: Lessee shall make no alterations to the venue or its location. Lessee shall use eye bolts on the venue and bandshell structures to hang and secure banners or any other promotional material. Lessee shall not, including but not limited to: hang, tape, pin, attach, or fasten any banners or promotional materials from walls, wall cables, canopy, or band shell.

Maintenance: Lessee shall keep the venue in good repair during the time Lessee has the use of the venue.

Right of Inspection: Lessor shall have the right to enter the venue, inspect it during the time Lessee is using the facility.

Liens and Encumbrances: Lessee shall in no way lien, mortgage, or encumber the venue during the term of the lease.

Permits and Licenses: Lessee shall obtain all permits and licenses necessary for engaging in all activities connected with Lessee's use of the venue and submit copies of all permits and licenses to the Lessor at least 30 days before the event

Utilities: Utilities available include numerous 110-volt outlets, four 220-volt outlets, and cold water on site. Restrooms are available from mid-April to Mid-October.

Operation of Concessions: Lessee may operate or permit a concessionaire or licensee to operate concessions during its use of the venue, provided Lessee or the concessionaire obtains all licenses and permits necessary for the operation of the concessions.

Fire & Heating Devices: Lessee shall agree to keep all open flames or devices emitting flame, fire, or heat, or any flammable or combustible liquids, gas, charcoal, or other cooking device at least 20 feet away from

the venue. This includes propane heaters of any kind, burn barrels, bonfires, and similar heating devices. Lessee agrees to obtain special permits needed for bonfires, burn barrels, and similar heating devices through the City of Missoula. Lessee agrees to keep any outdoor cooking that produces sparks or grease-laden vapors at least 20 feet away from the venue.

_____ Lessee's initial to indicate that the above change to this document has been read and understood

Sanitation: Lessee shall obtain and maintain all toilets, including the public restrooms, and other sanitation facilities required by law and reasonably necessary for the use of the venue during the time the Lessee has the use of the venue.

Clean Up & Waste Removal: The Lessee, or caterer/party planner in Lessee's stead, is required to remove all trash and place it into the trash bags. Trash bags are then placed in garbage dumpsters that are located under the bridge on the east side of the venue and marked MDA. The dumpsters are provided by the Lessor during the time the Lessee has the use of the venue. If there has been excessive spillage or trash left on the venue floor, the Lessee is responsible for cleaning this up and should consult with the venue's facilities staff if in doubt. The Lessee or caterer/party planner is also responsible for removing any trash/mess left by their event in Caras Park. The trash must be emptied into the appropriate Republic Services Dumpsters. If the tables are used for projects that use paint or liquid (i.e. beverages), they should be wrapped in plastic. Lessor is responsible for clean-up during and immediately after the event. Following an event, the Lessor Facilities Staff is only responsible for putting the venue's sides and furniture away, unless hired to perform bathroom maintenance and trash removal during the event. If the clean up is not done satisfactorily and has to be completed by the Lessor facilities staff, funds to cover the clean up may be deducted from the Lessee's venue Security Deposit.

Advertising: Lessee shall conduct and be responsible for any advertising it chooses to do in connection with its use of the venue. The City of Missoula's Bill Posting Ordinance (9.38.010) says it is unlawful for any person to paint, print, post, paste, attach or in any way affix any bill, poster, dodger, card or other advertising matter of any kind upon any post, hydrant, curb, sidewalk or other public improvement in any public ground or street; upon any bridge, public building, structure or erection of any kind belonging to the city; upon any mast or pole in any street avenue or alley; or upon any lamppost in the city, whether permission therefore has been granted by the owner or otherwise.

Use of Tables and Chairs: At the time of execution of this agreement, Lessee shall indicate if Lessee intends to use the chairs, tables, or stage sections available with the venue by providing the appropriate information on the venue layout form.

Lessor shall make the chairs, tables, stage sections, and side sections requested available at the venue. If the Lessee will be using the chairs, tables, walls or stage sections, Lessee shall indicate on the venue layout provided with this lease agreement, the desired location of the chairs, tables and stage sections and return the drawing to Lessor at the MDA office at least seven (7) days before the venue rental date. Lessor shall make chairs, tables, and stage sections available for use by the Lessee in the configuration designed by Lessee. Certain configurations may be prohibited due to fire code regulations, and the Lessor Facilities Staff retains the right to change the wall configuration in response to weather conditions and fire code regulations. Lessee shall use the chairs, tables, stage sections, and equipment in a reasonable, prudent, and safe manner and shall not remove them from the venue area.

Bounce Houses Prohibited in Parks: It has been determined by the Montana Municipal Interlocal Authority (MMIA) that there is considerable risk associated with allowing inflatable bounce houses to operate on public property. City Parks and Recreation no longer allows bounce houses to be permitted for

use in public parks, including Caras Park. **Inflatables** used for obstacle courses will continue to be permitted, event organizers will be required to provide the manufacturer’s engineer specifications for construction and anchoring for each proposed unit, in conjunction with insurance required by the City of Missoula.

_____ Lessee’s initial to indicate that the above has been read and understood

Return on Expiration: On Expiration of the term of this lease, Lessee shall deliver the venue to Lessor.

Condition of Property: Lessee acknowledges having inspected the venue, the venue area, and the chairs and tables before taking possession of the property. Lessee accepts the property “As Is” and agrees to return the property to Lessor in as good a condition as it now is on the expiration of the term of this lease.

Events Constituting Default: The following events shall constitute default on this lease.

- a.) Nonpayment by the Lessee of any sum required to be paid by the Lessee under the terms of the lease;
- b.) Nonperformance by the Lessee or Lessor of any covenant or condition of the lease.

Right to Prevent Default: Should Lessee fail to make any payment or do any act required by this lease, the lessor shall have the right, at its option, without notice or demand on the Lessee, to make such payment or do such act. All expenses incurred by Lessor in preventing the default of Lessee shall be due and payable from Lessee to Lessor on the date the expenses are incurred without demand and shall bear interest at the rate of twelve (12) percent per annum from the date incurred until paid by Lessee.

Rights on Default: On default of the Lessee under the terms of the lease, Lessor may immediately exercise any or all of the following options:

- a.) Declaring all rent hereunder for the entire term of the lease immediately due and owing;
- b.) Take possession of the venue.

The remedies herein afforded to the parties are non-exclusive and are to be considered in addition to all rights, remedies, and actions Lessor might have under the laws of the State of Montana.

Ownership of Equipment: Title to the venue shall at all times remain with the Lessor.

Assignment: Lessee shall not assign this lease or sublet the property without the written consent of Lessor.

Notice: Notice given hereunder shall be served upon the parties by registered or certified mail, sent return receipt requested. Such mail shall be directed to the parties at the following address:

MISSOULA DOWNTOWN ASSOCIATION _____

218 E. MAIN ST. SUITE C _____

MISSOULA, MT 59803 _____

Notice served by mail shall be deemed received when deposited in the United States Post Office. In the event the parties change their address, they shall so advise the other parties. Any notice mailed to a previous address before notice of a change of address shall be fully effective.

Successors: This agreement shall extend to and be binding upon the heirs, personal representatives, successors, and assigns of the parties hereto.

Modification: This Agreement may be modified by the parties in writing only, which writing must be signed by all parties hereto.

Cost and Attorney's Fees: In the event either party may institute legal action for enforcement of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs of the suit.

Destruction of Lease Property: If the property is damaged or destroyed by fire, the elements, unavoidable accident, vandalism or other casualty before or during the term of the lease, and if because of such occurrence the property shall be rendered unusable only in part, the rent during the time the venue is partially unusable shall be abated proportionately as the portion of the premises rendered unusable. If the venue shall be rendered wholly unusable because of such occurrence, the Lessor shall cause the damage to be repaired, and the rent meanwhile shall abate until the leased premises have been restored and rendered tenable, or Lessor may, at its election, terminate this lease and the tenancy hereby created by giving Lessee within thirty (30) days following the date of the occurrence, written notice of Lessor's election to terminate the lease. In the event of such termination, rent shall be adjusted as of the date of the occurrence.

Indemnity for Venue Use: Lessee shall indemnify and hold Lessor harmless for any penalties, fines, or other costs incurred by Lessor as a result of Lessee's use of the venue.

Liability for Property Damage: Lessee assumes the risk of loss or damage to the venue or any personal or real property damaged as a result of the use of the venue from any cause, specifically including any actions of Lessor, that occurs during the term of this lease. The Lessee shall indemnify and hold Lessor harmless against all such liability. Lessee shall reimburse Lessor for any expenses, including but not limited to reasonable attorney's fees and court costs, incurred as a result of any liability allegedly caused in any fashion related to the venue or any personal or real property damaged in connection with Lessee's use of the venue.

Liability for Personal Injury: Lessee assumes liability for injury, disability, death, or any other damages suffered by a person in connection with Lessee's use of the venue, caused in any fashion related to the venue, specifically including conduct of the Lessor. The Lessee shall indemnify and hold Lessor harmless against all such liability. The Lessee shall reimburse Lessor for any expenses, including but not limited to reasonable attorney's fees and court costs, incurred as a result of any liability allegedly caused in any fashion related to the use of the venue during the term of the lease.

EXECUTION OF LEASE

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written. Lessee has read and understands all information provided in this document and other information about this rental and agrees to abide by all rules and regulations outlined therein.

LESSOR SIGNATURE

LESSEE SIGNATURE

DATE

DATE
