



USE PERMIT Brochure

Introduction

Thank you for choosing a BSCO facility for your event. Use permits allow BSCO to prevent conflicts, make necessary maintenance preparations, and avoid overuse of facilities.

BSCO facilities that are available for reservation are listed in this brochure under the site-specific rules and regulations, if a facility is not listed it is not available for reservation. More information about each facility can be found at: <https://bscomt.org/play/park-reservations/>

Permits are required if any of the following apply:

- ✓ You want to reserve a specific athletic facility, field, park area, or pavilion.
- ✓ Any amplified sound is planned.
- ✓ Any equipment is brought into a park.
- ✓ The event is publicly advertised.
- ✓ Your gathering will impact normal public use of the park.

Use permits are granted on an application-review basis. Facility availability can be viewed online via our website. To apply for a permit for an outdoor park space and/or facility, please review this document in detail and send the applicable application to:

sreid@bsco.org

OR

The Big Sky Community Organization
Attn: Reservations
P.O. Box 161404
285 Simkins Drive
Big Sky, Montana 59716

Reservation Dates and Application Deadlines

Rentals for the Summer Season are for reservations during the months of May to October of a single calendar year. Rentals for the Winter Season span from November to April of consecutive calendar years.

Summer Season: All reservations must be made for league play on or before March 1st of the year in which the reservation is requested. After the March 1st deadline, applications for reservations are on a first come first serve basis and must be submitted at least **five (5)** business days in advance of the date requested for consideration.

Winter Season: All reservations must be made for league play on or before September 1st of the year in which the reservation is requested. After the September 1st deadline, applications for reservations are on a first come first serve basis and must be submitted at least **five (5)** business days in advance of the date requested for consideration.

RESERVATIONS ARE NOT GUARANTEED UNTIL APPROVAL IS CONFIRMED VIA EMAIL BY BSCO.

In addition to reviewing this form, please complete the attached application form as completely as possible. Answers to the questions should give a full description of all activities planned, all facilities that are needed, date and times of event and the number of people expected. Wherever you give a "yes" answer on the checklist, please provide a detailed explanation; add pages and maps as needed. Remember to date and sign the application. We will return all un-signed applications, and any incomplete

Fees and Charges

Application Fee: There will be no application fees charged for the 2023 season.

Permit Fees: Depending on the type of event, facility rental or use, additional fees may apply, including but not limited to:

- A refundable damage deposit may be required for certain events. Fees are relative to size, setup, attendance, and park impact.
- Upon review of an application, BSCO may determine that BSCO staff are required to be onsite at an event. Applicants will be advised of this requirement during the application review and the requisite amount will be added to the fee.
- Any damage done to the park/facility/field during an event (explained below).

Once BSCO processes your application, we will send you a confirmation with the cost of your permit. BSCO may require insurance, deposit, and special approvals or proof of permits from local or county departments in addition to the above fees. All fees are non-refundable. Fees are due at the time your reservation is confirmed

unless stated otherwise in this brochure or your confirmation email.

Payment Terms #1 - Single Use permit:

Single use permits are for one time use of a park/facility/field. Fees are due at the time of your reservation. Facility availability can be viewed online. Please contact BSCO to reserve. Your permit and receipt are sent to you via email. Please be sure and check all dates, time, and locations for accuracy.

Payment Terms #2 – League Play & Programs:

This payment category is for leagues or organizations who are reserving multiple programs, practices and or games for a Season. **New leagues that are not currently historical users must call the office with their requests.**

Payment Terms #3 – Consecutive Day Permit:

This payment category is for any reservation made for multiple consecutive day rentals. Rentals that fall into this category include but are not limited to sport tournaments, concerts, festivals, and special events. BSCO will determine if your reservation falls into this category.

Payment Terms #4- Commercial Use Permit:

This payment category is for Users who reserve facilities, parks, or fields where a fee is paid to the User by its participants to participate in an activity on BSCO property. BSCO will determine if your reservation falls into this category.

Fee Waivers:

BSCO reserves the right to waive fees for Users in its sole and absolute discretion. Consideration for fee waivers will include but not be limited:

- ✓ Is the User a tax-exempt organization?;
- ✓ Is the reservation for a free activity to benefit the general public or for charitable benefit?;
- ✓ Is there a hardship that exists that the User cannot pay the fee?

Applicants requesting a fee waiver should indicate on their application and state the reasons for the request for the waiver of the fee.

Payments

Reservation fees are due at the time the application is approved, unless otherwise stated in this document. Payment can be made by credit card, check or cash.

Please refer to your confirmation email for how to make payment.

Deposit

The BSCO, in its sole and absolute discretion may require a deposit for reservations based on the following guidelines:

1. The event presents a risk of damage to BSCO property, in order that the BSCO may be assured repairs will be made or the BSCO reimbursed its cost;
2. The event appears likely to cause the BSCO unusual clean up or restoration expenses, in order that the BSCO can cover its probable out-of-pocket costs; or
3. The applicant has previously held an event at BSCO property that violated federal, state, local laws and regulations, as well as the BSCO's rules and regulations.

Refunds

All rental fees are non-refundable and non-transferable unless your cancellation or adjustment request is made by phone or email a minimum of 30 days from the date of your reservation date(s). You may leave the credit on your account for future use or request a full refund. If your request is less than 30 days prior to your rental use date, no refund or credit will be granted.

Insurance

For commercial entities (for-profit and non-profit), please send these requirements to your insurance broker, agent, or insurer. If you intend on having a caterer or vendor at your event they will be subject to these insurance requirements. If you have any questions or concerns about whether you need to provide insurance please contact the BSCO office.

Acceptable evidence of insurance as specified below must be filed with and approved by BSCO at least 30 days prior to the scheduled date of your event on BSCO property and must remain valid through the end of your scheduled time for use of the BSCO facility.

Insurance Requirements

The minimum coverage must consist of Commercial General Liability (CGL) insurance policy or the equivalent with a minimum limit of liability of \$1,000,000 each occurrence combined single limit bodily injury and property damage (CSL) or the multiple limits equivalent. If alcoholic beverages are to be served and sold, catering license and host liquor liability coverage must be included with a minimum liquor liability of \$2,000,000 CSL per occurrence. Depending on the proposed

event/reservation, the BSCO reserves the right to impose additional insurance requirements or higher limits of insurance.

The BSCO must be named as an additional insured for primary and non-contributory limits of liability.

The insurers must provide no fewer than 30 days notice of cancellation, except 10 days as respect to cancellation for non-payment of premium.

Certification of insurance, which is in addition to a certificate of insurance must include an actual copy of the additional insured provision to the general liability insurance policy (either blanket additional insured language or a designated additional insured endorsement), must be issued to:

The Big Sky Community Organization
P.O. Box 161404
Big Sky, Montana 59716
And must be emailed to sreid@bsco.org

Approvals and Other Permits

It is an applicant's responsibility to research and secure all other necessary permits required for an event other than this Use Permit. Additional permits may be needed to be obtained from other local governmental entities. Failure to secure other permits may result in the cancellation of the reservation and forfeiture of your deposit. Please see the list below of possible agencies that may require additional permits or registration (this list is not exhaustive):

Big Sky Resort Tax: www.resorttax.org 406-995-3234
Gallatin County Planning Department: 406-582-3130
Montana Department of Revenue: 406-444-6900
Gallatin County Sheriff: 406-995-4880
Big Sky Fire Department: 406-995-2100
City-County Health Department- Environmental Health: 406-582-3120

Noise and Sound Control

Sound is the one item that can have the biggest impact on a neighborhood and we review carefully.

Except as authorized by the BSCO for specific events and times, a User is not permitted to use any public address system, loudspeaker, or other sound- amplifying device in any park. The BSCO has the discretion to allow or disallow amplified sound during a special event. Please inquire at the time of booking. BSCO staff may stop any outdoor event as a public nuisance.

Weather

It is the User's responsibility to monitor the weather during their use of BSCO property or facility for their event for the safety of their participants and cancel their event or cease use accordingly. Weather changes rapidly in Montana and patterns can be monitored by using the WeatherBug Smartphone App, or other credible options.

The BSCO reserves the right in its sole discretion to stop or delay an event. In addition, Users should be on notice that BSCO grants authority to law enforcement or an authorized representative of the Big Sky Fire Department to stop or delay any event due to weather hazardous conditions.

Animals

Only domesticated dogs are permitted on BSCO property unless specifically noticed to be excluded during an event. Dogs are not allowed inside facilities or restrooms. Dogs need to be leashed or under voice command at all times. It is expected that all owners pick up after their dogs. BSCO reserves the right to restrict animals or require an owner to remove an animal from its parks.

Food & Beverage Policy

Users may supply food and beverages for their own private events. However, Users who intend to have their events catered or wish to have a mobile food and/or beverage vendor on site for the sale of food and beverage are required to receive prior written approval from the BSCO and all vendors must meet the requirements of this section. The BSCO defines a caterer/mobile vendor as a paid person or company that prepared and or serves food and/or beverages. The requirements in this section are minimums and BSCO reserves the right to require additional information.

- Mobile food vendors/caterers must meet the insurance requirements as listed in this brochure for general liability and liquor liability (if serving alcohol).
- Mobile vendors are required to have and provide a copy of their applicable licenses and health inspections with the use permit.
- Vendors are required to bring their own garbage containers for their work area and take their garbage with them for proper disposal. Vendors may not use the BBQ grills provided on site. Vendors may not pour grease, oil, dirty water, food debris, hot coals, or other waste on the ground, in public trash containers, or down street sewer pipes.

- If the vendor is selling food or beverages, they may be required to remit resort tax as applicable. Vendors are responsible for confirming all requirements with the Big Sky Resort Area District office.
- Copies of insurance, license, and permits for all vendors are required prior to any reservation being approved.

Mobile food vendors are not permitted on BSCO property without prior written approval and must be affiliated with an approved reservation.

Field Maintenance & Closure Policy

Reservations do not include any field preparation. Preparation such as field dragging, and lining may be requested at the time of the reservation for an additional fee. Reservations requesting field preparation must be received and approved at least **five (5)** business days in advance of the reservation date.

BSCO reserves the right, in its sole discretion to close and deny use of any field based on poor field conditions. To maintain safe and playable field conditions, fields may not be used, and activities must be cancelled when one or more of the following conditions exist:

- Standing water, puddles or snow are present on any part of the playing area
- Steady rain is falling and/or the ground is saturated, not providing suitable footing
- Federal, state, or local government closure orders or occupancy of the park or field by a governmental agency.
- Grass is sparse or badly worn

Users must cancel activities if there is a cancellation notice. If there is not a cancellation notice, it is still the User's responsibility to check and monitor field conditions and cancel if necessary.

Users may not line, drag, or in any other way perform maintenance of any type on fields without prior written approval of the BSCO.

BSCO Rules and Regulations - General

The following rules and regulations apply to all of BSCO's parks and facilities:

Hours and Seasons of Operation: Unless otherwise noted in this brochure or posted at the specific park, all BSCO parks are open for use by the public 365 days a year from sunrise to sunset. However, restroom facilities are

only open during the months of May-October, weather permitting.

Reservations:

- Facilities available for reservation and their associated capacities are designated per specific park.
- Reservation Times: All activities, including set up/take down/cleaning, must be completed within the reservation time. Unless otherwise noted in this brochure, reservation time slots for facilities is limited to between 8:00 AM to 8:00 PM. **Sporting events must not start earlier than 8:00 AM and the last game must begin no later than 8:00 PM. Sporting events must be fully completed and the fields vacated by 10:00 PM.**
- "Season" is defined as **twelve (12)** consecutive weeks (or less) during a designated season of the year (Spring, Summer, Fall, Winter);
- Commercial entities (including non-profits) may make reservations of BSCO facilities for use for their classes, programs, or activities in which a fee is charged for participation in the activity subject to the restrictions contained in this brochure ("Commercial Activities").

Commercial Activities and Leagues - Reservation Caps:

To ensure that BSCO facilities are not overused and are still available for the general public, BSCO limits reservations for its facilities for Commercial Activities as follows: For Profit Entities: 3 hours/week for a Season and Non-profit entities 8 hours/week for a Season. Leagues are required to submit a proposed schedule for the Season that they are reserving the facility and that schedule is subject to review, modification and approval by the BSCO at its discretion. Weekends cannot be reserved without the prior written approval of the BSCO.

Responsibility:

- Users and all of their guests, participants, umpires/officials, sponsors/vendors, spectators, and any other individuals associated with an event or reservation must follow and adhere to all rules and regulations.
- Children ten (10) years of age and younger must be directly supervised by an adult.
- BSCO is not responsible for any lost or stolen items.
- Users making reservations are responsible for the conduct of their group and any damages to the facilities rented by them.
- Site cleanup is the responsibility of the User.

Activities:

- BSCO property may not be reserved for wedding ceremonies and/or receptions or large groups such as corporate retreats and/or meetings.
- The selling, advertisement, promotion of any goods, services, materials, including commercial products is prohibited without the prior written approval of the BSCO.
- Practicing golf with real golf balls is prohibited on BSCO property.

Structures/Equipment:

- No outside tents, shade structures, or canopies shall be set up without prior written approval from BSCO.
- Climbing on facility rooftops, outfield fences, dugout fencing, bleachers, or any other structure or fenced area is prohibited.
- It is prohibited to mark, deface, disfigure, tamper with, displace or remove any improvements or fixtures on BSCO property.
- Construct or erect any temporary or permanent building or structure of any kind on BSCO property without the prior written approval of the BSCO is prohibited.
- Users may not damage, cut, carve, mark, transplant or remove any vegetation on BSCO property.
- Bouncy houses or water slides are not allowed on BSCO property.
- Users may not paint trees/bushes or impervious surfaces. Only approved water-based turf paint can be used on turf, and only chalk or tape can be used as marking on impervious surfaces with the prior written approval of the BSCO.
- Users may not install stakes, or in-ground anchors on any surface in BSCO property.

Cooking/Containers:

- Cooking on BSCO property is not allowed unless within a specific designated BBQ grill, by a vendor or with the prior written approval of the BSCO.
- Barbeque ashes need to be fully extinguished by the User prior to leaving the facility.
- Glass containers are not permitted on any BSCO property.

Trash:

- Trash must be disposed of in provided garbage receptacles, unless the User is required to provide their own trash and recycling. Where receptacles are not provided, all such waste shall be carried away from the park by the person responsible for its presence, and properly disposed of elsewhere.

Vehicles/Parking/Camping:

- Users may not drive, operate, or park any vehicle or trailer on park lands or trails except as authorized by the BSCO.

- Parking is only available during the day; no overnight parking or parking of recreational vehicles is permitted on BSCO property.
- Vehicles are not permitted on any area except those designated for traffic and parking.
- No camping (RV, tent, trailer, car, etc.) is permitted on any BSCO property.

Animals:

- No animals other than domesticated dogs are permitted on BSCO property.
- Dogs are permitted on BSCO property unless specifically noticed to be excluded during an event. Dogs need to be leashed or under voice command. It is expected that all owners pick up after their dogs. In its sole and absolute discretion, BSCO reserves the right to have the dog removed from any BSCO property.

Fires/Fireworks/Weapons:

- Fires are not allowed anywhere on BSCO property.
- Users are not permitted to possess or bring fireworks into any BSCO property, or cause fireworks to be ignited or exploded, except without the prior written approval of the BSCO.
- No firearms are allowed in or on BSCO facilities or property.
- Archery is not allowed on BSCO property, except with prior written approval by the BSCO.

Sound/Music:

- Use of sound systems or amplified music without the prior written approval of the BSCO is prohibited.

Smoking/Vaping:

- Smoking and/or vaping of tobacco, recreational or medical marijuana is not allowed on BSCO property.

BSCO Rules and Regulations – Site Specific

Rules and regulations specific to certain parks and amenities are indicated below. If a park or an amenity in a park is not listed then either that park is not subject to reservations or there are no facilities that can be reserved at that location.

Big Sky Community Park

General- please consult the online site map for nearest restroom locations and parking areas. Listed capacities are subject to change, please confirm capacities on the BSCO website.

Fields (tournaments permitted with prior approval)

Utility Field (no lights)

2 Full Sized, 11 v. 11 Soccer Nets

Softball Field #1 (no lights)

2 covered dugouts (max capacity 15 per dugout)

1 Spectator stand (max capacity 20)

Onsite Restroom
Drinking Fountain
Trash

Softball Field #2 (no lights)

2 covered dugouts (max capacity 15 per dugout)
1 Spectator stand (max capacity 20)
Onsite Restroom
Drinking Fountain
Trash

Courts (tournaments permitted with prior approval)

Basketball Court (max capacity of 35, 1 court, no lights, no restroom)

2 adjustable backboards with nets

Sand Volleyball Court (max capacity of 35- court and sideline, 1 court, no light, no spectator area, no restroom)

1 net

Tennis/Pickleball Courts (max capacity of 8 per court, 32 total)
no lights)

3 Full Size Tennis Courts with nets
6 Full Size Pickleball Courts with nets (located on Tennis Courts #1 and #2)
1 Porta Potty

Pavilions

Softball Pavilion (max capacity 50 people, no lights)

2 BBQ Grills
Picnic Tables (4-6)
Power (located on awning post)/Water/Trash
Onsite Restrooms (Male and Female)
Drinking Fountain

River Pavilion (max capacity 35 people)

3 BBQ grills
Picnic Tables (9)
Power & Trash
Onsite Restrooms (Male and Female)
Drinking Fountain

Yurt #1 (max capacity 30 people)

Insulated
Diameter – 25 feet
Power
Water- (Seasonal frost free spicket)

Code of Conduct

The BSCO expects reasonable and appropriate behavior from all users at its parks and facilities. The BSCO has established a code of conduct to ensure safety and enjoyment and reserves the right to deny admission and/or take disciplinary action against any individual violating the code of conduct.

A violation includes, but is not limited to, the use of obscene language or gestures, disorderly conduct, theft, public intoxication, use of drugs (including medical marijuana), sexual misconduct, indecency, harassment, failure to cooperate with staff, possession of weapons of any kind, non-compliance with established policies and rules, an unlawful activity and any other behavior deemed offensive or unacceptable. BSCO and local authorities will enforce this code of conduct.

Process for Non-Compliance

Users who violate the BSCO rules and regulations risk forfeiture of their deposit held by the BSCO.

Users who have multiple reservations or are league play, are subject to the following:

First Violation: Written notification of the violation

Second Violation: Written notification, removal of priority status if applicable and revocation of all field permits

Third Violation: Written notification, revocation of all field permits, and ban on permitting fields in the future. After third violation within one season, Leagues forfeit their deposit for the season.