



## Confluence Center Space Use Policies

*Last Updated January 2023*

These policies govern the use of event space owned by Headwaters Health Foundation of Western Montana (“Headwaters Foundation”) known as the Confluence Center. In addition to the terms of any written agreement or reservation document regarding use of the Confluence Center, every person who makes use of Confluence Center agrees to abide by these policies in exchange for use of the space.

### Purpose and Values

Headwaters Foundation’s mission is to work side-by-side with Western Montanans to improve the health of our communities. In line with our mission and values, we are proud to provide a place for our grantees, partners and neighbors to come together – the Confluence Center, located at our headquarters in downtown Missoula. At Confluence Center, we convene a variety of events and activities that meet the needs of our community, in accordance with the following policies.

If you have any questions, please reach out to Headwaters Foundation’s event staff at [events@headwatersmt.org](mailto:events@headwatersmt.org) or (406) 926-6526.

### Eligibility and Restrictions

#### **Eligibility**

**We invite Headwaters Foundation grantees (past and present) to host events at Confluence Center that meet the needs of their organization, further their mission or strengthen the broader non-profit sector.** Any organization that reserves Confluence Center space is the “host organization” for the purposes of these policies; each host organization must have one designated representative who is ultimately responsible for compliance with these policies. All events held in the building must be in line with Headwaters Foundation’s mission, vision and values. Types of events allowed at Confluence may include but are not limited to board meetings, retreats, training and workshops, film screenings, fundraisers, conferences and private meals. Headwaters Foundation reserves the right to refuse to accept reservations for any organization or event that does not meet its guidelines (including but not limited to these policies).

#### **Restrictions**

The following listed specific types of events are restricted at Confluence Center:

- Events with content that is conflicts with or is otherwise not in line with Headwaters Foundation’s mission, vision or values,
- Events related to lobbying, political campaigns, or electoral/partisan activities or content,
- Commercial or profit-making events that could undermine the nonprofit organization and tax-exempt status of Headwaters Foundation or of any other involved nonprofit,
- Events that are not charitable or designed to benefit the communities served by Headwaters Foundation such as weddings or birthday parties,



- Events that discriminate based on age, sex, religion/creed, race, national or ethnic origin, sexual orientation, gender identity or expression, disability, or other protected class membership, as recognized by state and federal law.

Requests to hold events that violate these restrictions may be denied, disallowed or terminated in the sole and unappealable discretion of Headwaters Foundation. This may occur at any time, although Headwaters Foundation will take reasonable steps to avoid hardships related to denial, disallowance or termination of an event on short notice.

### **Event Booking, Approval and Cancellation**

#### **Event Booking and Approval**

If you believe that your organization is eligible to be a host organization based on the above guidelines and you want to inquire about holding an event at Confluence Center, complete and submit an inquiry form [via our website](#). Organizations are encouraged to submit applications no more than 9 months and no less than 6 weeks in advance of their desired event date. We will review applications within ten business days and you will be contacted by our event staff regarding the approval or rejection of the requested event booking, or if additional information is needed. If approved, an authorized representative from the host organization must review and agree to Headwaters Foundation's policies, sign and return a Space Use Agreement and, if required, provide proof of insurance to fully confirm the space. Our event staff will then work with you on the details of your event.

#### **Changes and Cancellation**

Changes to approved room(s), date and time may affect availability and are not guaranteed. Host organizations are asked to alert Headwaters Foundation of cancellation at least 2 weeks prior to the event date. Repeated cancellations or cancellations on short notice may result in loss of future access to the venue and its services. If Headwaters Foundation closes its building or any part of the Confluence Center becomes unusable due to inclement weather or any other reason, all events taking place in the building may be cancelled or modified, and the Foundation will make every effort to reschedule for another date or to make some other reasonable accommodation.

### **Fees and Insurance**

#### **Fees**

Headwaters Foundation does not charge room rental fees for 501c3 organizations that are holding events at the Confluence Center within the scope of their charitable purposes. By offering the space without a rental fee, we aim to help grantees and nonprofit partners advance their missions. Host organizations may be charged external fees for the following non-exhaustive list of additional services which are not provided or coordinated by Headwaters Foundation: catering, event staffing, dedicated audiovisual support and services, equipment rentals, additional security, special event services, etc. host organizations may be invoiced by Headwaters following an event if any repairs or special cleaning are required.



## **Insurance**

At least 2 weeks prior to use of the space, host organizations that are either (1) holding an event with 50 or more expected attendants or (2) serving alcohol, must provide a documentation from your insurance provider which demonstrates a minimum of \$1 million per occurrence/ \$2 million aggregate in general liability coverage naming Headwaters Foundation as an additional named insured on the policy. Host organizations are encouraged to confer with their commercial liability insurance providers to verify coverage and let our event staff know if this requirement presents a barrier to holding your event at our space, as alternative arrangements may be possible.

## **Building and Event Information**

### **Event Hours**

Regular building hours are Monday-Friday, 9:00am to 5:00pm, although this does not apply on the following holidays: New Year's Day, MLK Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the following Friday, Christmas Eve and Christmas Day, and the week between Christmas and New Year's Day. Events are generally permitted during business hours as well as in the evenings and on weekends. Events outside of business hours will require approval from Headwaters Foundation and additional coordination with our event staff.

### **Event Spaces**

Confluence Center has a variety of spaces available for use which can accommodate gatherings of different sizes and purposes, from 4 to 150 people (up to 26 seated at tables, 70 with chairs only, and 150 standing). All spaces are fully ADA accessible and are equipped with audiovisual equipment for video conferencing and presentations, and furniture that can be configured to meet the needs of your group. All spaces can have access to a catering kitchen if requested. Photos and specifications of each event space can be found [on our website](#).

### **Parking**

Confluence Center is located in the Headwaters Foundation headquarters in downtown Missoula. Paid parking is available on the street around the building, or in the parking garage across the street. Parking is generally free in downtown Missoula before 9am, after 5pm and on weekends. Parking spaces in the back of the building can be used for loading/unloading in coordination with our event staff. Please encourage event attendees to bike, walk or bus to our space if possible.

### **Accessibility**

Headwaters Foundation has taken steps to ensure that our building exceeds accessibility standards. The building is wheelchair-accessible, as are all restrooms and event spaces. Accessible parking is available across the street from the building and an elevator is available. If you have an accommodation or service question or request, please discuss options with our event staff.



### **Inclusive Restrooms**

Visitors are guaranteed safe access to restrooms, regardless of their gender identity and/or expression. Event attendees are welcome to use two single-occupancy, all-gender restrooms located on the first floor of the building.

### **Lactation Space**

Host organizations can reserve additional space to be used by parents who need to nurse or otherwise feed babies, and to pump breast milk or engage in similar activities, during an event. Let our event staff know if this is needed.

### **Animal Access**

Guide dogs and service animals are permitted at events at Confluence Center. Other animals are not permitted.

### **Smoking**

Confluence Center is a non-smoking facility. Smoking or vaping of any materials is not permitted inside the building or near any of the building entrances. In addition to possible termination of the use of Confluence Center space, any host organization utilizing Confluence Center space at a time when this policy is violated will be required to pay for any necessary cleaning to remediate the effects.

### **Eco-Awareness**

Headwaters Foundation strives to minimize its impact on the environment. We compost and recycle, use local, non-toxic, environmentally friendly and compostable products when possible, and encourage those who work in and visit our space to bike, bus or walk. Please join us in this effort by using eco-friendly products for your event, using our recycling and compost bins, and inviting attendees to commute sustainably.

### **Event Services and Policies**

#### **Event Staff**

Upon confirming the reservation of space for your event, our event staff will be your main point of contact throughout the planning process. Headwaters Foundation will also provide reasonable facilities support, audiovisual and janitorial services for your event. Any additional event staffing and services, including for catering, registration, set-up and take-down, must be provided and/or coordinated by the host organization.

#### **Audiovisual**

Wi-Fi is available throughout the building. The building is fully equipped to meet most event production and AV requirements for meetings. Our event staff is available for AV set-up, testing, and on-call support. If you require additional equipment or dedicated tech support, you may seek outside rentals or services; outside fees will apply. Please bring your own laptop to connect, or request one of ours, and report any problems with AV



equipment to the event staff. As host organizations are provided a reasonable opportunity to test audiovisual equipment and capabilities in advance, Headwaters cannot be responsible for any problems with audiovisual systems that you could have been identified and resolved reasonably before the moment when problems arise.

### **Catering**

Food and beverages are allowed in meeting rooms, and a commercial kitchen is available upon request. You may bring your own snacks and drinks, order delivery, or work with a caterer. The host organization is responsible for all food and equipment clean-up (including making sure any caterer completes its work). Clean up of food service must occur upon the conclusion of each event or meeting session for which catering occurs. Our event staff can provide a list of approved/recommended caterers in Missoula, and restaurants in the area offering takeout and delivery.

### **Alcohol**

Organizations are allowed to serve alcohol at events taking place at Confluence Center so long as no service occurs prior to 5:00 pm. Host organizations reserving space, all invitees and attendees, and any caterers or other contracted staff must prohibit underage consumption of alcohol and consumption by any person who is actually, apparently, or obviously intoxicated. Public outdoor alcohol consumption is prohibited in Missoula; please ensure alcoholic beverages are kept on the premises. No intoxicating substances other than alcohol may be consumed on the premises of Confluence Center. Host organizations providing alcohol during their event will be required to provide proof of general liability insurance (see top of page 3 for specific requirements). Caterers or vendors hired to serve or sell alcohol must be properly licensed and carry liquor liability insurance. The host organization agrees to indemnify Headwaters Foundation, as well as its employees, agents, contractors, or other representatives, for any claims or allegations (whether in formal litigation or otherwise) related to or stemming from the use of alcohol on property of Headwaters Foundation, including any defense costs.

### **Furniture Set-Up**

Furniture (specifically tables and chairs kept in the Confluence Center) is included in your event reservation and will be set up in the space by the Headwaters Foundation team. Please discuss preferred arrangements with our event staff. Host organizations are welcome to reconfigure tables, chairs, and similar furniture but are not allowed to adjust the partitions separating rooms and are liable to Headwaters Foundation for any damage to Confluence Center property from attempting to do so. Rental of any furniture not provided by Headwaters Foundation can be discussed with our event staff and requested through a third party; outside fees may apply, for which Headwaters Foundation assumes no liability or obligation to pay.

### **Clean-Up**

Headwaters Foundation will coordinate and cover the cost of normal cleaning and garbage services following your event but may invoice the host organization for any extra cleaning or repair work that may be required post-event. To avoid fees and remain in good standing, please keep the space tidy - dispose of all trash, remove food, materials, décor and belongings and check out with our event staff after your event (a check-out list will be provided).



## **Security**

Headwaters Foundation has cameras and controlled access panels at the front and back entrances of the building but does not provide additional security services for your event. You can contract with an outside firm to provide this or other security services if needed; outside fees may apply, for which Headwaters Foundation assumes no liability or obligation to pay.

## **Building Access**

Reserving meeting space does not grant use of the entire building in which the Confluence Center is located. Host organization staff, as well as all of their invitees, should refrain from entering the Headwaters Foundation offices (upstairs from the Confluence Center) or other event spaces during an event, and must prevent or immediately terminate any unintended access if it occurs. The lobby of the building can be used for access but not as a gathering place or in any manner that impedes traffic through it, especially if an emergency arises.

## **Coat and Luggage Rooms**

Space for coats and luggage is available in the building. Arrangements for a staffed coat and luggage check can be made by the host organization; outside fees may apply, for which Headwaters Foundation assumes no liability or obligation to pay.

## **Lost and Found**

All items of personal property found after an event will be kept for a reasonable time period in a safe location at the Confluence Center before being donated, not to exceed two weeks. Headwaters Foundation is not responsible for any lost, stolen or damaged items during an event, and host organizations are obligated to indemnify Headwaters Foundation from any loss or expense for any lost, stolen, or damaged item claim resulting from use of the Confluence Center.

## **Event Materials and Décor**

Proposed décor must be approved by our event staff. The following items are not permitted: permanent markers (or any items that leave a permanent or semi-permanent mark), tape other than painter's tape (as noted below), pushpins, helium balloons, dry ice, or loose glitter or confetti. Also not permitted are unprotected candles or any other open or live flames. Any arts and crafts activities, clothing, or other aspects of the use of space that may involve items such as glue, paint, or glitter (or that might cause a mess that is similarly difficult to clean) must be approved in advance and may require special protective steps and a damages deposit.

Our event staff must also approve of any materials to be hung on the wall prior to the event. Items may only be attached to walls using painters' tape (which can be provided for you). Items may not be attached to any screens, exterior-facing windows, glass, muraled walls or artwork (or to any other similar place which could be permanently damaged). No signage, decorations, frames or other materials may penetrate, or be attached by fasteners of any kind to, the walls, ceiling, floors, planters or any other permanent fixtures.



## **Injuries and Damages**

Headwaters Foundation denies and assumes no liability for injury or damage to any person or property that may occur wholly or partially as a result of the actions of host organization staff or attendee at an event held at Confluence Center. The host organization must accept responsibility for damage to the facilities or personal property, and/or bodily injury to any person present at any such event or occurring as a result of any such event (including during setup, load-in, clean up, load-out, or any other period in which a host organization is making use of Confluence Center). If injury or damage to any person or property occurs during an event, please report details to our event staff as soon as possible. Host organizations are required to pay for damages to facilities caused by their staff or event attendees, including front payment in full in any situation where such damages can only be estimated. If payment is not made as required by this policy, any host organization or person violating this policy may be barred from future use of the Confluence Center or any work with Headwaters Foundation.

## **Amplification and Noise**

Noise and activity must not interfere with Headwaters Foundation business operations or neighboring meeting room use by other organizations, and any claimed interference must cease if requested. Any planned use of sound amplification such as for speeches or music must be approved by our event staff in advance and is subject to disallowance or reasonable restrictions. All music/entertainment with sound must be finished by 11pm unless other arrangements are approved by Headwaters Foundation.

## **Event Deliveries**

Headwaters Foundation will accept event-related packages no more than two business days prior to an event date. Please give notice to our event staff and ensure packages are clearly labeled with the name and date of the organization/event. Arrangements to have packages and materials picked up from Headwaters Foundation after an event can be made with our event staff. Headwaters Foundation is not responsible for any lost, stolen or damaged items.

## **Minors**

We value attendees of all ages at our space, but please ensure that all children in attendance remain inside the designated event space and are not left unattended in our lobby or other common spaces. Groups composed of people under the age of 18 must be supervised by at least one adult who has a leadership role within the host organization.

## **Probation and Barring from Use of Building**

Headwaters Foundation reserves the right to put any host organization on probation or bar them from using the building if they or their invitees are responsible for damages, do not reasonably clean up after events, are disruptive, allow underage drinking or excessive drinking, or for any other reason not listed here, in addition to any other applicable remedies. Headwaters Foundation will provide feedback and warnings to host organizations if needed.



## **Event Requirements**

### **Event Marketing Materials**

Headwaters Foundation may not be identified as, or represented to be, a sponsor of any non-Headwaters Foundation events, even if occurring in the Confluence Center, without express written permission from Headwaters Foundation. Headwaters Foundation's logo or similar indicia cannot be used on any non-Headwaters Foundation events. Host organizations may use the Confluence Center logo on your materials advertising an event in that space, which can be provided by our event staff.

### **Registration**

A dedicated registration area will be set up for events when required. Host organizations are responsible for securing their own check-in staff. Headwaters Foundation does not operate a coat check, and therefore encourages all invitees and attendees to use special care so as not to lose coats, hats, gloves, or other similar items.

### **Press**

Headwaters Foundation must be made aware of any press presence in the building. Please obtain Headwaters Foundation's prior approval for any media coverage of events at Confluence Center.

### **Recording and Photography**

Video recording, audio recording and photography within your reserved event space is permitted. Recording and photographing outside of your event space is not permitted.

### **Intellectual Property**

Host organizations are responsible for ensuring that they have the rights necessary to use all content, multimedia and other intellectual property for an event, and must provide written proof of these rights to Headwaters Foundation upon request if any content appears to be protected from publication by copyright or similar laws. Host organizations are prohibited from violating any law, expressly including prohibited use or display of copyrighted materials, when using any part of the Confluence Center.

### **Participation by Government Officials of Political Candidates**

Headwaters Foundation is prohibited from making certain kinds of payments to, or conferring certain benefits on, U.S. government officials or political candidates. Please disclose to Headwaters Foundation if your event involves any participation by government officials or candidates, so that any potential legal issues may be analyzed by the Foundation and discussed with the host organization.





**Headwaters Foundation**  
**Space Use Policies**  
Confluence Center  
119 W. Main St. | Missoula, MT 59802  
[www.headwatersmt.org](http://www.headwatersmt.org)

### **Respect in the Workplace**

Headwaters Foundation does not tolerate illegal discrimination or harassment based on protected class membership, or retaliation related to those illegal activities. All events must be managed in a manner consistent with this policy.

### **Conflicts of Interest**

If any event may result or appear to result in personal gain for a Headwaters Foundation trustee, officer, employee or their family members or company, Headwaters Foundation reserves the right to take any necessary steps to resolve or remove the conflict. For more information, see our [Conflicts of Interest policy](#) on our website.

### **Contact**

Headwaters Foundation's event staff will help to ensure that your event runs smoothly. You can reach them by e-mail at [events@headwatersmt.org](mailto:events@headwatersmt.org) or by phone at (406) 926-6526. Learn more about Confluence Center and inquire about using the space [on our website](#).