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May 2, 1963

MEMORANDUM OF AGREEMENT

For the purpose of providing use of certain facilities at Montana State University to the general student body, either without payment of usual admittance charges or at reduced rates, the Associated Students of Montana State University and the University administration have mutually agreed as follows:

1. That due to certain obligations of the University to pay debt service on bonds, relating to the construction and operation of certain facilities, such facilities cannot be operated without reasonable charges being made for student use.
2. That the Associated Students of Montana State University acquire funds from payment of the Student Activity Fee and are presently able, as an association, to make certain payments to the University for use of such facilities in lieu of admission charges to be paid by individual students.
3. That if reasonable sums are paid by the Associated Students of the University for use of such facilities for individual students, either without charge or at reduced rates, it will be beneficial to the individual student, to the student body as a whole, and to the University itself. Thus, the Associated Students of Montana State University, hereinafter referred to as the "Students", and the President of the University, hereinafter referred to as the "University", mutually agree as follows:
 - a. That during the 1963-64 academic year, commencing fall quarter, 1963 and terminating spring quarter, 1964, deemed to be a "trial year", the Students have allocated 6.3% of the 1963-64 A.S.M.S.U. budget (estimated to be \$4,762.80) to pay the University for the following use privileges by each and every student having an A.S.M.S.U. Student Activity Card, being issued to and current for the given quarter.
 - b. From the aforementioned allocation it is intended and understood that the sum of \$2,000 be paid the University for swimming pool use, the sum of \$750 for ice skating rink use, and the balance for use of the bowling alleys, all such use as hereafter specified.
 - c. In consideration of such payment each student holding such a current Activity Card in a quarter may, during the quarter, have use of the new swimming pool (near the Field House Building) upon presentation of the Activity Card for admission without further admission or use charge being paid. (Items such as towel service must be separately paid by the student.)
1. It is understood that such admission by the individual student will be to regular, public swimming sessions (usually Friday and Saturday evenings and Saturday and Sunday afternoons), and possibly one week-day evening in event interest appears to be sufficient in the view of the management to warrant such use. Regular public swimming hours are subject to interruption or postponement for special events such as swimming meets, Aquamaid shows, and allied events.

- d. In further consideration of such payment each student may have use of the bowling alleys, upon presentation of the Activity Card issued to the student, at the reduced rate of 25¢ per line for open bowling and 30¢ per line for league bowling, instead of the present 35¢ per line for each such type of bowling.
1. It is understood that bowling alley schedules will continue as in the present 1963-64 academic year, with University Physical Education classes scheduled for week-day mornings and afternoons as may be deemed necessary by the Department of Physical Education.
 2. It is further understood that open bowling hours will be selectively closed out toward the end of spring quarter, 1964, as reduced use makes general bowling alley operation uneconomical in the judgment of the management.
- e. In further consideration of such payment each student holding such a current Activity Card may have use of the ice skating rink, upon presentation of the Activity Card for admission without further admission or use charge being paid (items such as skate rental must be separately paid by the student), during public skating sessions (normally every evening of the week and Saturday and Sunday afternoons), subject to interruption one night each week for certain adult skating sessions and special events which on infrequent occasions may interfere with the public skating schedule. The above use will apply to fall and winter quarter of the 1963-64 academic year.
1. The foregoing skating rink use is also subject to the repair of the rink, and to accomplish such repair the Students agree to give and grant to the University a sum of no greater than \$6,000.00, at the time the sum is needed, to make the necessary repairs to place the rink in operation by the commencement of fall quarter, 1963. Such gift and grant is made by the Students to be of aid and assistance to the University in its problem to open for use this facility, and to foster the interests and welfare of the Students and the University in operation of recreational facilities for students of the University.
4. Since the 1963-64 academic year is assumed to be a trial year, for years subsequent thereto the Students and the University will yearly evaluate the operation of said facilities and annually determine the sum or sums to be paid to the University by the Students for similar use privileges of said facilities in future years, considering such items as increase of enrollments, costs of operations, general use of facilities for recreational and Physical Education program, and allied factors. There is no commitment herein made for similar use as contained in this agreement for any years beyond the 1963-64 academic year.
5. In acceptance of the gift and grant of no greater than \$6,000.00 for repair of the skating rink, the University agrees to diligently pursue a program of repair to make the rink a usable facility, as contemplated herein; however, if after appropriate engineering studies are made it is believed

that adequate repairs cannot be made for said sum, no expenditure thereof will be made and the said gift and grant will be refunded to the Students. It is agreed that the University will maintain all said facilities without cost to the students.

6. Though no commitment is herein made, it is contemplated that some reasonable, similar arrangement may hereafter be agreed to in the use of the University golf course. It is understood that presently the operation thereof, with the needed development of the facility in the immediate future several years, does not lend itself to a similar arrangement during the 1963-64 academic year.

This Agreement is hereby executed for and on behalf of the Students and the University, by and through their duly authorized representatives.

ASSOCIATED STUDENTS OF
MONTANA STATE UNIVERSITY

By: _____
Its President

MONTANA STATE UNIVERSITY

By: _____
Its President