



TOWN OF WELLS

Public Facility Use Agreement

Effective Date: July 1, 2012

The Town of Wells wants to encourage and support activities sponsored by community associations, non-profit organizations and the general public by providing various indoor and outdoor town facilities for use as outlined below:

- _____ 1. **USE:** A written Use Agreement shall be established between the Town of Wells and a Designated User for the purpose of determining and defining the use of the Town's facilities by the Designated User, said use being subject to the policy terms and conditions. Only those events sponsored by the Town of Wells and the Wells-Ogunquit Community School District or which are authorized by the Board of Selectmen may charge an admission fee. (see Item 29)
- _____ 2. **FEES:** Applicable Use Fees are specified on the facility specific Use Application Form. Anyone wishing to have fees waived shall present their request to the Town Manager. Functions that are sponsored by either the Town of Wells or Wells Ogunquit Community School District are exempt from fees.
- _____ 3. **PAYMENT:** All payments shall be in the form of a money order, checks, or cash and shall be paid in full at the time of submittal of the application.
- _____ 4. **RESERVATIONS:** No reservations will be accepted until the Use Fee Deposit (as specified in the facility specific Use Application Form) is paid in full and the Use Application Form is signed by the Designated User. (This deposit is non-refundable unless the reservation is cancelled 30 or more days prior to the date of the function.)
- _____ 5. **SECURITY DEPOSIT:** A refundable Security Deposit above and beyond the Use Fee Deposit will also be paid in full at the time of submittal of the application. The Security Deposit may be used by the Town to repair any damage caused to the public facility as a result of its use by the Designated User or his/her agents, employees, guests, or invitees. The security deposit shall be returned to the Designated User within 30 business days after the function in the event that all conditions of the Use Agreement have been met.
- _____ 6. **REPRESENTATION:** The Designated User shall be present for the entire duration of the function. The designated user is responsible for preserving order. If an emergency arises and the Designated User needs to leave the function for any length of time, a representative shall be appointed by the Designated User to take charge of the function.
- _____ 7. **DAMAGE:** Any damage to the facility structure, grounds, or any part thereof, caused directly or indirectly by the Designated Users' or his/her agents, employees, guests, or invitees, shall be the direct responsibility of the Designated User. The Designated User shall be obligated to pay an amount as determined by the Town of Wells necessary to correct the damages.
- _____ 8. **PROHIBITED AREAS:** Entry into any portion of the facility that is not included in the Use Application Form is prohibited.

- _____ 9. **LAWS:** The Designated User or his/her agents, employees, guests, or invitees shall comply with all federal, state and local laws and Town ordinances.
- _____ 10. **PARKING:** All function parking must take place in designated areas. There is no parking on any street in the Town of Wells, unless prior approval from the Board of selectmen is obtained.
- _____ 11. **NOISE:** All Designated Users or his/her agents, employees, guests, or invitees including entertainment must abide by the Town of Wells "Noise Ordinance".
- _____ 12. **DOORS AND WINDOWS:** All doors and windows must remain closed during all functions.
- _____ 13. **POLICE:** All functions that require a police officer as determined by the Chief of Police or his/her designee will require an hourly charge with a four (4) hour minimum per police officer. This includes the entire time the police officer is on duty, including pre and post function hours as required.
- _____ 14. **PERMITS AND LICENSES:** It shall be the responsibility of the Designated User to obtain all permits and licenses as required by the State of Maine and the Town of Wells.
- _____ 15. **TAXES:** The Designated User or his/her caterer shall pay and collect any applicable sales and meal taxes on food and non-alcoholic beverages served.
- _____ 16. **PRIVATE EQUIPMENT:** Utilization of private equipment contained within the facilities is prohibited, unless prior approval is obtained by the owner of the equipment.
- _____ 17. **STORAGE:** Property of the Designated User or his/her agents, employees, guests, or invitees will not be stored in or at any public facility without prior approval. The Town accepts no liability for loss or damage to items being stored.
- _____ 18. **FURNISHING & FIXTURES:** No furnishing or fixtures shall be removed, moved or installed without prior approval of the Town Facility Manager.
- _____ 19. **DECORATIONS:** The method of installation of all decorations shall be approved by the Towns' Designated Facility Manager. No staples, tacks, nail or other material that may cause permanent damage shall be used to fasten or affix anything to any Town structure.
- _____ 20. **CLEANING:** It is the responsibility of the Designated User to restore the function site to its original condition. Failure to clean the areas used for the function (including removal of all decorations, refuse, flowers, bottles, cans, chairs, grills, tents, tables, etc.) will result in forfeiture of the Security Deposit.
- _____ 21. **TRASH REMOVAL:** At the conclusion of the function all garbage and refuse should be put into the appropriate receptacles at the function site. Recycling is encouraged!
- _____ 22. **FIREARMS:** The possession and use of firearms is strictly prohibited, unless specifically authorized by law and/or approved by the Chief of Police and Town Manager.
- _____ 23. **SMOKING AND THE USE OF TOBACCO PRODUCTS:** There is no smoking or use of any tobacco products in any Town of Wells owned buildings or within 20 feet of any building entrance. We do however realize that with such functions smoking and/or tobacco use may occur. Therefore, a designated area will be made for guests during the function only. Evidence of smoking and/or tobacco use in any other areas other than the designated area may be cause for loss of the Security Deposit. We strongly encourage Designated Users to relay this to their agents, employees, guests, or invitees prior to the function.

_____ 24. **DRUG USE:** Anyone attending the function observed using any illegal drugs shall be removed immediately from the Town property and drug use may be cause for immediate termination of the function.

_____ 25. **ALCOHOL:** No alcoholic beverages are to be consumed or brought onto or into any Town facility unless designated on the Use Application Form. Anyone violating Section 26 of the Use Agreement shall be removed immediately from the Town property and could be cause for immediate termination of the function.

_____ 26. **ALCOHOL INVOLVED FUNCTIONS:** The serving and sale of alcoholic beverages is permitted, and can be provided and served by a State of Maine licensed caterer or bartender who carries off-site liquor liability insurance or by the Designated User, who must provide a "Host Liquor Liability" certificate of insurance with a minimum of \$1,000,000 per occurrence. All required insurance certificates of insurance must be sent to the Town of Wells, ATTN: Recreation Department, P.O. Box 398, Wells, ME 04090 by your insurance company. Failure to provide necessary documentation may result in the Town of Wells canceling the function.

- A. The Wells police Department shall be notified of the time and place of any function where alcohol is permitted.
- B. All necessary certificates of insurance must be on file with the Town at least thirty (30) days prior to the date of the function.
- C. At no time shall any alcoholic beverages or their containers be taken outside of any public facility or designated area specified on the Use Application Form.
- D. Anyone selling alcoholic beverages at a function must have a Liquor License issued by the State of Maine and a copy shall be on file with the Town, together with the Use Agreement and the Use Application Form 30 days prior to the date of the function.
- E. Any functions which are BYOB (Bring Your Own Bottle), must have a "Rentee Function Permit", issued by the State of Maine. Permit applications can be obtained by calling the State of Maine Liquor Enforcement at 624-8750. A copy of this permit must be submitted to the Town, together with the Use Agreement and the Use Application Form.

_____ 27. **FUNCTION DURATION:** The time of the function will be indicated on the Use Application Form. After the Use Application is submitted and the Use Agreement is signed, the times of the function can only be changed upon agreement of the Town Facility Manager and the Designated User prior to the function. No extensions shall be made after the start of the function.

_____ 28. **SECURING OF FACILITIES:** At the conclusion of the function, it is the responsibility of the Designated User to secure the facility.

_____ 29. **GAIN:** No Town facility shall be used for personal or commercial gain.

_____ 30. **ASSIGNMENT:** The Use Agreement is for the specific purpose and date and time designated on the Use Application Form. The Use Agreement may not be transferred to any other person, corporation, group or other entity or applied to any other Town facility.

_____ 31. **VIOLATION:** The Town of Wells reserves the right to cancel the function at any time, even when it is in progress, should the terms of the Use Agreement be violated by the Designated User or his/her agents, employees, guests, or invitees. This decision may be made at the Town of Wells sole discretion; and its decision shall be binding and final. In such a case, the Town of Wells shall retain all

payments and shall not be liable for any charges or forfeited deposits imposed by any caterer or other hired services.

_____ 32. **ADDITIONAL TERMS & CONDITIONS:** Each individual public facility has its own Use Application Form which may have additional terms & conditions over and above the provisions contained in this policy. Any violation of a term or condition shall have the same consequences as a violation of the Use Agreement.

_____ 33. **RELEASE AND INDEMNIFICATION:** The Designated User and his/her heirs or assigns shall release and forever discharge the Town of Wells, its agents, officers, officials and employees (collectively, the "Town") from all suits, claims, and demands whatsoever, including for negligence, which he or she, or his or her agents, employees, guest or invitees may ever have for any personal or bodily injury, death or property damage arising out or resulting from, in whole or in part, the use of the public facility subject to the Use Agreement. The Designated User also agrees to defend and indemnify the Town against all such suits, claims, and demands by any third party, including, but not limited to his or her agents, employees, guests and invitees, and to save the Town forever harmless from any such suits, claims and demands.

_____ 34. **INSURANCE:** The Town of Wells may require a certificate of insurance naming the Town of Wells as an additional insured.

_____ 35. **FUNCTIONS ALLOWED:** It is at the discretion of the Town of Wells' Designated Facility Manager to reject any and all functions. The Town of Wells' Designated Facility Manager decisions may be appealed to the Town Manager and that decision shall be final.

Designated user shall initial next to each number (1-35) indicating that they have read and understand each term and condition.

Policy adopted by the Board of Selectmen on June 19, 2012.

Town of Wells Designee

Date

Designated User

Date

Alternate Designated User

Date