

**TOWN OF NEW GLOUCESTER
BUILDINGS AND/OR RECREATION FACILITIES
AGREEMENT AND POLICY**

Which Town Facility / Space:

COMMUNITY BUILDING LIBRARY MEETINGHOUSE

FAIRGROUNDS

PAVILION ICE RINK
 INFIELD Field #1 INFIELD Field #2 INFIELD Field #3

ROWE STATION FACILITY

BASEBALL Field #1 BASEBALL Field #2
 TENNIS COURT #1 TENNIS COURT #2 BASKETBALL COURT

ORGANIZATION/NAME: _____

CONTACT PERSON: _____ PHONE: _____

ADDRESS: _____

TYPE OF GROUP: Civic Non-Civic GNG Support Non GNG Support Other
(specify below)

OTHER: _____

PURPOSE: _____ ATTENDANCE: _____

DATE(S) NEEDED: _____

TIME: from _____ to _____
(includes set-up and clean-up)

WILL APPLICANT HAVE POLICE OR OTHER SECURITY? YES NO

IF SO, WHY? _____

I have read the Town Policy and will assume the responsibility for compliance with the rules:

SIGNATURE: _____ DATE: _____

EMAIL: _____

APPLICATION APPROVED BY: _____

**TOWN OF NEW GLOUCESTER
BUILDINGS AND/OR RECREATION FACILITIES
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BUILDINGS/RECREATION FACILITIES

The buildings/recreation facilities are to be used primarily for Town and School organizations. When not reserved for the above uses, non-profit and municipal organizations and groups are encouraged and welcomed to use the buildings/facilities. The use of the buildings/facilities does not constitute an endorsement of an organization's policies or beliefs. All Applications are to be received by the Town Office; Recreation Facilities Applications are to be approved by the Parks & Recreation Director and final approval of all Applications by the Town Manager. The Town Manager reserves the right to cancel a building/recreation facility reservation. Previously approved usage of the buildings/recreation facilities may be revoked by the Town Manager if the group violates any of the Town's rules. Please call (207) 926-4126 ext. 1, with any questions. These rules include, but are not limited to the following:

DEFINITIONS

Civic Organization: Any local service club, veterans' post, fraternal society or association, volunteer fire or rescue groups, or local civic league or association of 10 or more persons not organized for profit but operated exclusively for educational or charitable purposes as defined herein, including the promotion of community welfare, and the net earnings of which are devoted exclusively to charitable, educational, recreational or social welfare purposes.

Non Civic Organization: For profit organization.

GNG Support Organization: Any group or entity that functions to support the youth or community members of the Towns of Gray and New Gloucester.

Non GNG Support Organization: Any group or entity that functions to support the youth or community members of other Towns.

BUILDINGS

- The meeting rooms are to be used for educational, recreational, social, and cultural programs for the benefit of people of the Town.
- All announcements, press releases, flyers, etc. relating to meetings must clearly state the meeting is not sponsored by Town of New Gloucester.
- The Town's address may not be used by any non-town-related group to retrieve mail, etc.
- The meeting must be sponsored by a New Gloucester resident. The person signing the application and responsible for use, must contact the Town Manager or designee to receive any instructions and/or key prior to the meeting date and time, if the meeting is to be held when the building is closed.

- Applications must be made on the form provided and be submitted two (2) weeks prior to the date requested.
- Groups who wish to meet at any of the buildings on a regular basis may use the building no more than once a month, unless otherwise approved by the Town Manager and Parks and Recreation Director, eight week reservation limit.
- Applications must be submitted by an adult who shall personally be responsible for the conduct of the meeting, adherence to these regulations, and for any damages.
- **ALL GROUPS OR INDIVIDUALS THAT ARE NOT PART OF TOWN GOVERNMENT WHO REQUEST TO USE THE BUILDING MUST BE COVERED BY AND PROVIDE A CERTIFICATE OF LIABILITY INSURANCE TO THE TOWN PRIOR TO USE OF THE FACILITY. This certificate of insurance must cover the day(s) the building is being used.**
- The person signing the application is responsible for ensuring that any phone calls originating from the building are in the 926 or 657 area. No long distance calls are allowed.
- Any meeting of youth 18 or younger will have at least one (1) adult in attendance at all times.
- The number of people in attendance must be reported for statistical purposes.
- The maximum capacities of the rooms are:
Meetinghouse 54; Community Building 50; and Library 23.
- Rooms must be left in orderly condition. A cleaning fee will be charged to the organization or individual, if necessary.
- Smoking, vaping or tobacco is not allowed on the premises.
- Light refreshments may be served, but alcoholic beverages are not allowed.
- All inquiries concerning meetings may be referred to the person signing the application and agreement.
- The Town is not responsible for items lost or stolen.
- The Board of Selectmen reserves the right to change the policy at any time.
- Private Rentals are available ONLY at the Community Building during weekend hours.

RECREATION FACILITIES

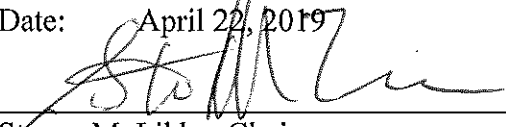
- Events such as flea markets, farmer's markets, youth activities, community activities, displays (for example, car shows) and similar events are limited to one-day affairs unless approved by the Parks & Recreation Director and Town Manager.

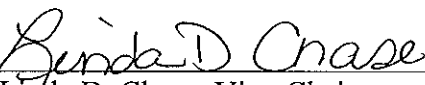
- Applicant agrees that the Town has not made any representations or warranties regarding the suitability of the town facility property for its intended use, and the applicant agrees that it is taking possession on a “as is,” “where is,” and “with no recourse” basis.
- The Applicant may use a reasonable amount of electricity from existing outlets on the **Fairgrounds** property. A single portable toilet is provided during the spring, summer, and fall months. Applicant will supply any additional sanitary facilities deemed necessary by the Town after considering the application.
- There is no electricity available at the **Rowe Station Road** recreational facility. A single portable toilet is provided during the spring, summer, and fall months. Applicant will supply any additional sanitary facilities deemed necessary by the Town after considering the application.
- The Town of New Gloucester prohibits metal detecting on any of its recreational facilities.
- Pets are allowed at public facilities subject to the following restrictions:
 - a. All pets must be on a leash, cord or chain, not longer than ten (10) feet, held by a person physically able to control the pet
 - b. It is a violation of this Policy to allow a pet to disturb, harass or interfere with any employee or visitor at a public facility and/or Town sponsored program or event, or to damage any visitor’s property.
 - c. Any animal owner who animal destroys, damages, or injures any shrubbery, plants, flowers or anything on public property or a facility in a park or other public grounds shall be responsible for the damage caused by the animal.
 - d. Pet custodians shall pick up their pet’s feces and dispose of the feces in a sanitary manner. (This provision shall not apply to an assistance pet accompanying a handicapped person who, by reason of his/her disability, is unable to remove and property display of feces).
- Pets are not allowed in or around the Fairgrounds playground area.
- New Gloucester facilities property will be restored by Applicant to the condition they were in at the beginning of the license period, trash and other debris will be removed by Applicant, and any damage to the grounds repaired by Applicant before the end of license period.
- The Town shall have no responsibility for any personal property brought onto Town property during the license period.
- The Town shall have seven (7) days from the end of the license period to inspect the Town Facility used as a part of this Use Agreement. If the Town determines that the Application did NOT meet the obligations in this agreement, the Town shall give written notice of the issues within ten (10) days of the rental period, and will include any additional fees charged to the Applicant to address such issues.

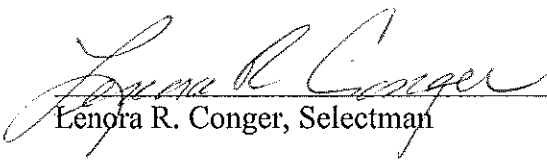
- Applicant agrees to hold the Town harmless from any and all claims arising out of its use of Town Facilities property, and Applicant hereby indemnifies the Town from all related claims and expenses, including, but not limited to, reasonable attorney's fees related to any such claim.
- Applicant agrees to comply with all federal, state and Town of New Gloucester statutes, rules and regulations, and ordinances at all times.
- Prior to taking possession under this agreement, Applicant shall give a certificate of its liability insurance to the Town showing the Town that it has at least \$1,000,000 of liability insurance to cover its obligations under this agreement for the period listed on the rental agreement.
- Fee is determined by the Fee Schedule approved by the Board of Selectmen.
- An appeal of the Parks & Recreation Director or Town Manager's decision would go before the Board of Selectmen, and the appeal must be for more than a conflict of availability.
- Due to weather or field conditions, the Department of Parks & Recreation reserves the right to cancel any rental dates or agreements. Rescheduling of dates may take place or a full refund of the reservation will be granted.
- Bounce houses or inflatables are NOT permitted to be used on the rented space.
- All field/pavilion rentals are limited to daylight hours, which are considered 8:00am to Sunset.

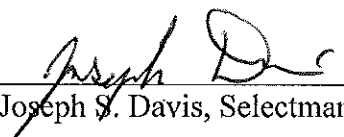
By their signatures below, this policy is hereby adopted by the Board of Selectmen:

Date: April 22, 2019


 Steven M. Libby, Chairman


 Linda D. Chase, Vice-Chairman


 Lenora R. Conger, Selectman


 Joseph S. Davis, Selectman


 Karen L. Gilles, Selectman