

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

**BUILDINGS/RECREATION FACILITIES**

The buildings/recreation facilities are to be used primarily for Town and School organizations. When not required 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. Building Use Applications are to be received by the Town Manager; Recreation Facilities Application are to be received by the Parks & Recreation Director and final approval 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:

**BUILDINGS**

1. The meeting room is to be used for educational, recreational, social, and cultural programs for the benefit of people of the Town.
2. No admission fee may be charged or contributions solicited.
3. All meetings must be open to the public.
4. All announcements, press releases, flyers, etc. relating to meetings must clearly state the meeting is not sponsored by Town of New Gloucester.
5. The Town's address may not be used by any non-town-related group to retrieve mail, etc.
6. The meeting must be sponsored by a New Gloucester resident.
7. 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.
8. Applications must be made on the form provided and be submitted two (2) weeks prior to the date requested.
9. 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.
10. 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.
11. **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.**
12. 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.
13. Any meeting of youth 18 or younger will have at least one (1) adult in attendance at all times.
14. The number of people in attendance must be reported for statistical purposes.

15. The maximum capacities of the rooms are: Meetinghouse 54; Community Building 50; and Library 23.
16. Rooms must be left in orderly condition. A cleaning fee will be charged to the organization or individual, if necessary.
17. Smoking is not allowed on the premises.
18. Light refreshments may be served, but alcoholic beverages are not allowed.
19. All inquiries concerning meetings may be referred to the person signing the application and agreement.
20. The Town is not responsible for items lost or stolen.
21. The Board of Selectmen reserves the right to change the policy at any time.

## **RECREATION FACILITIES**

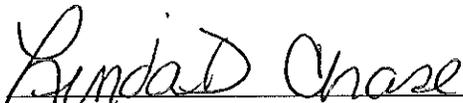
1. Events such as flea markets, farmer's markets, youth activities, community activities, displays (for example, car shows) and similar events conducted as one-day affairs.
2. Applicant agrees that the Town has not made any representations or warranties regarding the suitability of the town facility 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.
3. 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.
4. 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.
5. The Town of New Gloucester prohibits metal detecting on any of its recreational facilities.
6. 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).
7. Pets are not allowed in or around the Fairgrounds playground area.
8. 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.
9. The Town shall have no responsibility for any personal property brought onto Town property during the license period. Any personal property left behind will become the property of the Town.

10. Applicant hereby deposits the sum of \$ \_\_\_\_\_ with the Town as a deposit. The Town shall have seven (7) days from the end of the license period to inspect the Town facility used as part of this Use Agreement. The deposit will be returned to the Applicant if it has honored all terms of this agreement within ten (10) days of the end of the license period. If the Town determines that the deposit must be used to meet Applicant's obligations in this agreement, the Town shall give written notice of its use of the deposit funds within ten (10) days of the end of the license period, and will return any balance to Applicant when the work is completed.
11. 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.
12. Applicant agrees to comply with all federal, state and Town of New Gloucester statutes, rules and regulations, and ordinances at all times.
13. Prior to taking possession under this license 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.
14. Fee is determined by the Board of Selectmen.
15. An appeal of the Parks & Recreation Committee or Town Manager's decision would go before the Board of Selectmen, and the appeal must be for more than a conflict of availability.

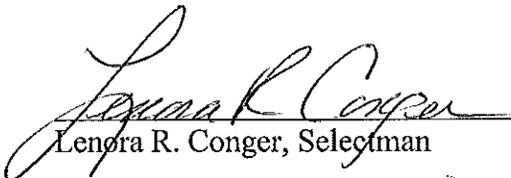
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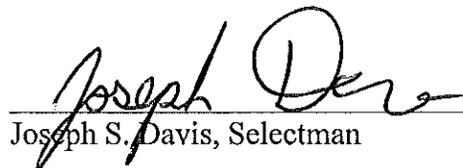
By their signatures below, this policy is hereby adopted by the Board of Selectmen.

Date: 9-18-2017

  
\_\_\_\_\_  
Linda D. Chase, Chairman

  
\_\_\_\_\_  
Steven M. Libby, Vice-Chairman

  
\_\_\_\_\_  
Lenora R. Conger, Selectman

  
\_\_\_\_\_  
Joseph S. Davis, Selectman

  
\_\_\_\_\_  
Stephen J. Hathorne, Selectman

**TOWN OF NEW GLOUCESTER  
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**Which Town Facility:**

- COMMUNITY BUILDING       LIBRARY       MEETINGHOUSE  
 FAIRGROUNDS       ROWE STATION FIELD

NAME OF ORGANIZATION: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

TYPE OF GROUP:    Non-profit       Civic       Government       School

OTHER: \_\_\_\_\_

PURPOSE OF FUNCTION: \_\_\_\_\_

DATE(S) NEEDED:  
\_\_\_\_\_

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

NUMBER OF PEOPLE EXPECTED: \_\_\_\_\_

ALL OR PART OF FACILITY SITE (PERTAINS TO RECREATION FACILITY)? \_\_\_\_\_

IF PART, DESCRIBE WHICH SECTION(S): \_\_\_\_\_

WILL APPLICANT HAVE POLICE OR OTHER SECURITY? \_\_\_\_\_

IF SO, WHY? \_\_\_\_\_

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

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*\*\*

APPLICATION APPROVED BY: \_\_\_\_\_

PERSON RESPONSIBLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

PLACE: \_\_\_\_\_ DATE/TIME: \_\_\_\_\_

