



# TOWN OF WELLS

## Public Facility Use Agreement

Effective Date: July 1, 2017

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:

### A. Use of Public Facilities

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.
2. **REPRESENTATION:** The Designated User shall be present 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.
3. **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 Recreation Department's designee and the Designated User prior to the function. No extensions shall be made after the start of the function.

### B. Reservations and Fees

1. **RESERVATIONS:** No reservations will be accepted until the Public Facility Use Application and this Public Facility Use Agreement is signed by the designated user. To secure your reservation, a minimum of 50% of the Facility Use Fee and the full Security Deposit must be paid. Any remaining balance due must be paid thirty (30) days prior to your event. If the reservation is made within 30 days of the event then full payment is expected at the time of reservation. (This fee is non-refundable unless the reservation is cancelled 30 or more days prior to the date of the function.)
2. **FEES:** Applicable Use Fees are specified on the Public Facility Use Application. 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. **SECURITY DEPOSIT:** A refundable Security Deposit above and beyond the Facility Use Fee will also be paid in full at the time of application. The Security Deposit is equal to 50% of the Facility Use Fee. 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 Public Facility Use Agreement have been met.
4. **ADMISSION:** 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 (see Section E6).

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### **C. Acceptable Use and Care of Facilities**

1. **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.
2. **DECORATIONS:** The method of installation of all decorations shall be approved by the Recreation Department's designee. No staples, tacks, nails or other material that may cause permanent damage shall be used to fasten or affix anything to any Town structure.
3. **FURNISHING & FIXTURES:** No furnishing or fixtures shall be removed, moved or installed without prior approval of the Recreation Department's designee.
4. **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.
5. **DOORS AND WINDOWS:** All doors and windows must remain closed during all functions.
6. **PRIVATE EQUIPMENT:** Utilization of private equipment contained within the facilities is prohibited, unless prior approval is obtained by the owner of the equipment.
7. **PROHIBITED AREAS:** Entry into any portion of the facility that is not included in the Public Facility Use Application is prohibited.
8. **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.
9. **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 a forfeiture of your Security Deposit.
10. **TRASH REMOVAL:** At the conclusion of your function all garbage and refuse must be put into the appropriate receptacles at the function site or taken off site to be properly disposed.
11. **SECURING OF FACILITIES:** At the conclusion of the function, it is the responsibility of the Designated User to secure the facility.

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### **D. Alcohol, Tobacco, Drugs & Firearms**

1. **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.
2. **SMOKING AND THE USE OF TOBACCO PRODUCTS:** There is no smoking or use of any tobacco products at any Town of Wells properties.
3. **DRUG USE:** Anyone attending the function observed using any illegal drugs shall be removed immediately from the Town property. Drug use may be cause for immediate termination of the function.
4. **ALCOHOL:** No alcoholic beverages are to be consumed or brought onto or into any Town facility unless designated on the Public Facility Use Application. Anyone violating Section D5 of the Public Facility Use Agreement shall be removed immediately from the Town property and could be cause for immediate termination of the function.

5. **ALCOHOL APPROVED FUNCTIONS:** Alcohol may be approved to be served at the Wells Activity Center or the Wells Harbor Community Park. The serving and sale of alcoholic beverages can only be provided and served by a *State of Maine licensed caterer or bartender who carries off-site liquor liability insurance with a minimum of \$1,000,000 per occurrence*. All required certificates of insurance must be sent to the Town of Wells, ATTN: Recreation Department, 208 Sanford Rd, Wells, ME 04090 by your insurance company. Failure to provide necessary documentation may result in the Town of Wells canceling your function.
  - i. The Wells Police Department shall be notified of the time and place of any function where alcohol is permitted. The Chief of Police will determine whether or not an officer is required for the function (see Section E4).
  - ii. All necessary certificates of insurance must be on file with the Town at least thirty (30) days prior to the date of the function.
  - iii. At no time shall any alcoholic beverages or their containers be taken outside of any public facility or designated area specified on the Public Use Application.

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**E. Federal, State & Local Laws and Regulations**

1. **LAWS:** The Designated User or his/her agents, employees, guests or invitees shall comply with all federal, state and local laws and Town ordinances.
2. **NOISE:** All Designated Users or his/her agents, employees, guests or invitees, including entertainment must abide by the Town of Wells "Noise Ordinance".
3. **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 Town of Wells.
4. **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.
5. **TAXES:** The Designated User or his/her caterer shall pay and collect any applicable sales and meal taxes of food and non-alcoholic beverages served.
6. **GAIN:** No Town facility shall be used for personal or commercial gain.

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**F. Additional Agreements**

1. **ASSIGNMENT:** The reservation on the Public Facility Use Application is for the specific purpose, date and time designated. The Public Facility Use Application may not be transferred to any other person, corporation, group or other entity or applied to any other Town facility.
2. **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 Public Facility 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.
3. **ADDITIONAL TERMS & CONDITIONS:** Each public facility 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 Public Facility Use Agreement.

4. **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, guests 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 Public Facility 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.
5. **INSURANCE:** The Town of Wells may require a certificate of insurance naming the Town of Wells as an additional insured. An additional proof of insurance of a minimum of \$50,000 will be required if there is any cooking that will be done on site.
6. **PROHIBITED FUNCTIONS:** It is at the discretion of the Recreation Department's designee to reject any and all functions. Decisions may be appealed to the Town Manager and that decision shall be final.

**Designated User shall initial next to each section indicating that they have read and understand each term and condition.**

\_\_\_\_\_  
Signature: Designated User

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Date

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Signature: Alternate Designated User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature: Town of Wells Designee

\_\_\_\_\_  
Date