

**Town of North Yarmouth
Public Facilities Use Policy**

I. PURPOSE

The Wescustogo Hall & Community Center ("Community Center" or "Facility") is a multi-purpose space designed to serve as a meeting hall, community recreational building, and special event center. The purpose of this policy ("Policy") is to regulate its use to ensure maximum benefit to the residents of North Yarmouth. The Town of North Yarmouth ("Town") sets forth the following rules and regulations for the management and protection of this public facility owned by the Town and for the safety of the persons lawfully entitled to use same. The Town further recognizes that the Community Center is a substantial municipal asset with the mission to provide the Town with resources and services that promote community activities.

II. MANAGEMENT OF FACILITY

- A. The Town Manager shall be responsible for the oversight and management of the Community Center. The Facility Director shall manage the Community Center's daily operations and provide the Town Manager with regular reports regarding the same.
- B. In the event of inconsistencies in operations, the Town Manager will review these matters for resolution.

III. PRIORITY OF USE

The Town retains the right at all times and in its sole discretion to make individual decisions regarding the use of all public facilities including, but not limited to, the right to deny the use of the Community Center to any participant and/or spectator for any reason subject to the limitation of Section III.G.

- A. Priority Order of Use
 - 1. Town and Public Emergencies
 - 2. Town Boards and Committees Meetings and Functions
 - 3. Town Department programmatic uses in accordance with the Community Center's intended purpose
 - 4. North Yarmouth/Cumberland Recreation Activities
 - 5. Service Groups, Non-Profit Organizations, and MSAD #51
 - 6. Special Events - Weddings, Birthdays, etc.
 - 7. Special Interest Groups / Commercial
- B. All reservations are on a first-come, first-serve basis through the Facility Director and in accordance with the priority use order and timelines. Exceptions may occur due to extenuating circumstances upon the discretion of the Facility Director.
- C. The Town Manager shall review all requests for activities that exceed fifty (50) days in length.
- D. No term of use for any reservation shall exceed 100 days, either consecutively or non-consecutively.
- E. There shall be no implied or actual automatic renewals of any rental or use agreement, and no such agreement to use the Community Center shall be subject to any implied or automatic renewals.
- F. Municipal use takes priority over any other use. If a Town function, such as public hearing or special election is required, the Town may require the user(s) on those date(s) to reschedule. The Town will make a reasonable attempt to work around existing reservations.
- G. The Town of North Yarmouth shall not exclude any individual or group from using the Facility due to race, color, national origin, religion, age, gender, sexual orientation, disability, veteran status, or any other characteristic protected under local, state or federal law.

IV. AVAILABLE SPACES

<u>Designated Area</u>	<u>Concentrated People Capacity</u>	<u>Mixed Use Seating Capacity</u>
Wescustogo Hall - Entire Space	635	300
Wescustogo Hall - Center Space	180	85
Wescustogo Hall - Wing A	180	85
Wescustogo Hall - Wing B	275	130
Wescustogo Hall Center + Wing A	360	170
Wescustogo Hall Center + Wing B	455	215
Community Room	155	75
Gymnasium	590	280
Stage		

V. RESERVATIONS

- A. All persons, groups, or businesses desiring to reserve the Facility for their exclusive use for special events are required to fill out a Facility Use Agreement and Liability Waiver.
- B. Requests for the use of the Facility must be made by one or more individuals who are at least 25 years of age, and who will be responsible for monitoring and supervising all activities at the Facility during the period reserved. The renter/designated representative must be at least 25 years of age and assume responsibility for the appropriateness of activity, supervision, and adherence to all policies. It shall be at the Facility Director's discretion to waive the age requirement.
- C. No verbal confirmation or "penciling in" of the reservation may be construed as an approval or guaranteed reservation. A facility use agreement shall be completed and returned for authorized signature. No date is confirmed until both parties have signed an agreement. Individuals or groups are only allowed to use the space if requested in writing.
- D. Reservation requests should be made a minimum of three (3) weeks in advance of the requested date to allow for review. The Facility Director is authorized to approve or deny the request. Under no circumstances will the Facility Director grant any waivers. The Town Manager will be notified of every request that is approved or denied.
- E. If the Facility Director denies a request, that decision can be appealed to the Town Manager who may request direction from the Select Board.
- F. The Town reserves the right to reject a reservation request if the anticipated event is likely to be unreasonably disruptive to regular Town functions, too large for the applicable hall capacity, disorderly, dangerous to persons or property, or in any other way inconsistent with or in conflict with any of the terms and conditions of the Policy.
- G. The Town reserves the right, in its sole discretion, to reject a reservation request for any reason subject to Section III.G.
- H. Reservations shall be made through the Facility Director's office. No individual or group may reserve or use the Facility unless they comply in all respects with the provisions of the Policy and submit a complete and fully executed Use Agreement and Liability Waiver and any insurance certificate requested. Any false, misleading, or incomplete statement on the agreement form shall be grounds to deny the use of the Facility to the individual and or group.
- I. The Use Agreement and Liability Waiver, shall constitute a release by the individual or group and each and all of its members, of any claim against the Town and its staff for any injury to persons or damage to property suffered by such individual or group or any of its members during or as a result of the use of the Facility.
- J. Renters cannot sub-rent any part of the Facility and may only use the Facility for the approved use.

- K. A refundable security deposit shall be collected for the use of the Facility that requires a Facility use application. This security deposit shall be received prior to use and held until after the rental has been completed and a satisfactory walk-through completed by the Facility Director or designee.

VI. GENERAL REGULATIONS

- A. No operations will begin before 7:00 am; the building will be secured at 10:00 pm unless other arrangements are made in writing before the event. Activities shall not extend beyond the hours approved in the request and are restricted to the area for which permission is granted.
- B. The Facility will be carefully examined after use. The user will promptly reimburse the Town for any loss or damage occurring as a result of the use of the Facility. It may also result in failure to receive a reimbursement of the security deposit.
- C. Groups shall be adequately and appropriately supervised by an approved adult(s) at all times and until all participants have departed the premises. All accidents and/or injuries shall be reported to the Facility Director, and an accident form is to be filed with the Director
- D. The Town, when deemed necessary or appropriate, shall require an authorized Town representative to open or close the Facility or supervise an event at a reasonable cost to the renter.
- E. Temporary signage is permitted on the event day(s) and must comply with the Town's Land Use Ordinance.
- F. In issuing posters, press releases, or other publicity, individuals or groups may not state or imply that their programs are sponsored, co-sponsored or approved by the Town, or any municipal official unless the event or program is Town sponsored.
- G. Conduct or participation in any activity in the Facility where such conduct or participation is unreasonably and unnecessarily hazardous to the personal safety of or impairs or limits the lawful use and enjoyment of the Facility or area by other persons will not be tolerated.
- H. Food and/or beverages are to be limited to the specified food and/or beverage areas.
- I. The use shall comply with all other Town ordinances, rules, and or policies.
- J. It shall be unlawful for any person to impersonate any employee of the Town or interfere with, harass or hinder any employee in the discharge of his/her duties.
- L. The Town Manager or designee is authorized to close any public facility or portion thereof at any time for the protection of Town property or the public health, safety, or welfare.

The Town reserves the right to require any security measures and or deposits deemed necessary by the Facility Director and or Town Manager. The Town reserves the right to cancel all activities for the Community Center without notice and without providing any other accommodations.

VII. EVENT OPERATIONS

- A. Americans With Disabilities Act - An individual or group reserving the Facility shall assume full responsibility for providing and paying for any special accommodations not already available in the Facility that are requested by participants attending an event in accordance with the Americans with Disabilities Act.

B. Alcohol

1. The selling and or serving of alcoholic beverages is not permitted without the written approval of the Town Manager, and proof of a Liquor Licensed Caterer is being used.
2. A copy of an insurance policy must be provided, which names the Town as an insured party. The Town recommends a Tenant User Liability Insurance Policy (TULIP) that is easily accessible through the Maine Municipal Association at a nominal fee.

C. Smoking/Drugs - Use of tobacco products, cannabis products, vaping, or any form of inhalants, or illegal drugs is not permitted in the Facility or on any part of the campus.

D. **Animals/ Pets**; Only Service animals are allowed in the facility; all service animals must be leashed or harnessed unless these devices interfere with the service animals' work or the individuals' disability prevents using the device. In that case, the individual must maintain control of the animal through voice, signal or other effective controls.

There may be programs/ events in which it is appropriate for animals (other than service animals) to be allowed in the facility or on campus grounds; this will be at the discretion and approval of the facility director and in such cases, certain provisions or criteria will be established and made public prior to any event held.

E. Event Activities

1. The Facility Director shall authorize all equipment usage and reserve the right to refuse and or cancel any equipment or Facility request. Equipment is not to be removed from any facility.
2. Non-marking gym appropriate footwear is to be worn in the gym.
3. Due to the nature of the structure, softball and baseball practices are not allowed in the facility.
4. Events involving vehicles inside the facility are not allowed.
5. If multiple rooms/areas are being rented on the same day by different parties, bathrooms and parking will be shared.
6. The use of fireworks or on the property is not permitted.
7. Decorations requiring nailing anything to the walls, beams, or any permanent structure in the building is prohibited.
8. Rice, Confetti, glitter, bubbles, silly string, or birdseed is not allowed to be used in the facility.
9. The Facility Director must approve any outside vendors (magicians, food trucks, face painters, etc.) hired by the renter.
10. Tables and chairs are to stay inside the facility.
11. The event or activity shall not cause damage from destruction or overuse of the grounds, equipment, vegetation, buildings, fences, or other amenities in the public facility.

12. The proposed event or activity shall not endanger the health and safety of persons who visit the public facility.
 13. The proposed event or activity would not unreasonably disturb persons who own and occupy land, which is adjacent to the facility.
 14. The Facility Director may designate the specific area within the public facility where the event shall be permitted to take place, based upon the foregoing criteria.
 15. The collection of admission fees is permitted for specific event activities and shall be outlined in the application.
- F. Event Clean Up - The individual(s) or group(s) utilizing the space shall be responsible for the cleaning, picking up, and removing all materials they wish to retain following the event. If the user(s) damaged the Facility or failed to clean and remove debris properly, the Town shall obtain an estimate of damage and or engage staff services and shall, if necessary, charge the user(s) for any additional costs.

VIII. REQUIRED AUTHORIZATIONS

It shall be considered unlawful for any person and or user without written permission by the Facility Director to:

- A. Enter the building or be upon the Facility after the posted closing time or before the posted opening time, or contrary to posted notice in the Facility.
- B. Solicit, sell, or otherwise peddle any goods, wares, merchandise, services, liquids, or edibles.
- C. Expose, distribute, or place any commercial sign, advertisement, notice, poster, or display in the Facility.
- D. Bring in, set up, construct, manage, or operate any amusement or entertainment device without a permit.
- E. Introduce any plant, animal, or another agent within the Facility.
- F. Construct any structure(s) or sign(s).
- G. Start an open fire at any public facility (including for cookouts and camping) except by express permission from the Facility Director. Users requesting authorization for a fire of any type must also acquire a fire permit through the North Yarmouth Fire Rescue Department.
- H. Use of open flames to include candles or other incendiary devices and effects.
- I. Overnight camping and or parking.
- J. Install, use, or operate any of the following devices: Loudspeaker or sound-amplifying equipment. Radios, DVD players, tape players, television sets, musical instruments or other machine or device for the production or reproduction of sound in such a manner as to be disturbing or a nuisance to persons of normal sensitivity within the area of audibility.
- K. No benches, seats, or other equipment of the Town shall at any time be removed or changed from their place.

IX. INSURANCE AND INDEMNIFICATION

- A. Insurance - The Town's property insurance and general liability insurance does not extend to individuals or groups utilizing public facilities. Therefore, in addition to agreeing to defend, indemnify and hold harmless the Town, its officers, agents and employees from any claims arising from use of the Town's facilities, the applicant shall procure public liability insurance, from a company authorized to do business in Maine, in an amount not less than \$400,000 per occurrence, for bodily injury, death, and property damage, protecting the applicant and the Town and its officers, agents and employees from such claims and provide the Town with a written certificate of insurance confirming such coverage, including naming the Town as an additional named insured.

This insurance is mandatory for all users, otherwise required to pay a user fee under this policy; provided, that even if the Town waives the user fee, the insurance requirement shall remain necessary; provided, further, however, the mandatory insurance requirement will not apply to Town-based organizations that primarily serve the residents of North Yarmouth for small group activities that are unlikely to increase the Town's liability risk exposure. The Town expressly reserves the right to increase the amount of insurance based on the nature or type of rental or use proposed.

Nothing herein shall, nor is intended to, waive any defense, immunity, or limitation of liability which may be available to the Town or its respective officers, agents, and employees under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

- B. Indemnification - The applicant agrees to save, indemnify and hold harmless the Town and all its employees, the Town Select Board and all its members, from and against, any and all liabilities, actions, courses of action and damages arising out of any negligent or tortious acts on the part of the applicant, employees or agents and from any and all fines, suits, claims, demands and actions of any kind or nature of any and all persons by virtue of or arising from the use of said facilities, equipment, or activity participation. The foregoing entities shall also be held harmless from and against all claims, damages losses, and expenses, just or unjust, including but not limited to costs of defense, including attorney's fees arising out of or resulting from personal injury, sickness, disease or death.

X. FEES AND CANCELATIONS


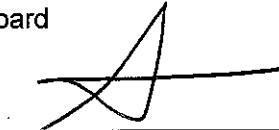
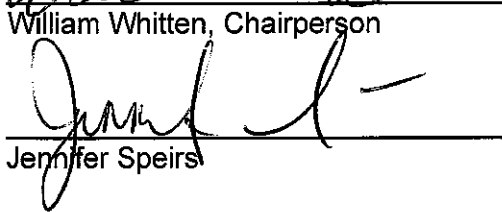
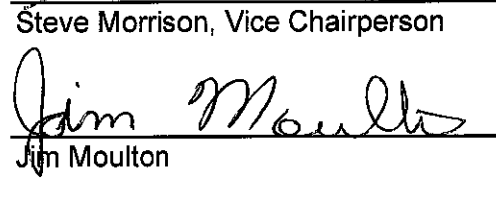
A. Fees

1. The fee(s) for facility rental shall be as specified in the Town Fee Schedule reviewed and determined by the Select Board.
2. The Town Fee Schedule shall apply to all users. Different rates may apply to different users, but all rates shall be customary and reasonable.
3. Fee(s) collected at the time of reservation shall include but are not limited to the security deposit, 50% of the event rental cost(s), and processing fee(s). All remaining balances shall be due in full fourteen (14) days prior to the event.
4. It shall be unlawful for any person to use, without payment, any facility or area for which an application fee is required or user fee charged. Once an application is approved, and rental obligations are met, the date and facility are considered secure.
5. The Town may require the applicant to pay additional costs as needed for the event, including, but not limited to, the cost of providing police protection, the cost of providing additional restroom facilities, and the cost of additional staff and a maintenance service charge.

B. Cancellations

1. Three (3) weeks notice is given, the renter is entitled to a 100% refund minus a processing fee.
2. Two (2) weeks notice and more than three (3) business days before the rental date, the renter is entitled to a 50% refund on all upfront costs.
3. Three (3) business days notice or less before the rental date; no refund will be issued.
4. If the Town closes the Facility due to inclement weather, the rental will be canceled. It is the renter's responsibility to contact the Facility Director to reschedule the event. If the event cannot be rescheduled, the renter is entitled to a 100% refund minus a processing fee.
5. The Facility Director, for a good cause, may withdraw his/her approval for the use of any public facility by giving the applicant notice forty-eight (48) hours in advance of the scheduled event or gathering. In such an event, the user shall be entitled to full reimbursement of any fees paid.

Select Board

 _____ William Whitten, Chairperson	 _____ Steve Morrison, Vice Chairperson
 _____ Jennifer Speirs	 _____ Jim Moulton

Adopted: August 6, 2019
Amended: November 19, 2019