

TOWN OF GOULDSBORO

COMMUNITY CENTER/GYM AND PROSPECT HARBOR COMMUNITY CENTER FEES AND REGULATIONS

1. The Gouldsboro Community Center/Gym and Prospect Harbor Community Center can be reserved only through the Town Office.
2. Reservations are accepted in the following order of priority:
 - Municipal activities sponsored by the Gouldsboro municipal boards and committees have the next priority.
 - All other reservations are accepted on a first-come, first-served basis.
3. The Board of Selectmen or Town Manager reserves the right to approve or reject any request for use.
4. Individuals or organizations reserving the building are responsible for any damage incurred during their use of the premises. Signature of the application indicates acceptance of these liabilities.
5. If applicants wish to attach equipment, decorations or any other materials to the floor, walls or ceilings, it must be stated in the application and signed permission must be obtained from the custodian. Any damage incurred will be the responsibility of the applicant. In particular, masking tape cannot be used on the floor.
6. No open flame fires are permitted. All flammable materials must be approved by the Fire Chief or his deputy.
7. If alcoholic beverages are to be used or served on the premises, a constable must be on duty at all times, a proof of liability insurance must be attached to the application (applicant must obtain and pay for liability insurance listing them as the insured and the Town of Gouldsboro as additionally insured) and a BYOB permit must be obtained from the Maine Bureau of Liquor Enforcement, if required.
8. Smoking is prohibited in or within twenty-five feet (25') of either building.
9. All exit lights must be on while the building is being used. All exits must be kept clear and free from obstruction. The parking lot lights must be on after dark.
10. It is the responsibility of the individuals or organizations reserving the building to ensure that the following are completed after each function:
 - All lights are turned off.
 - Front and back doors are closed and locked.
 - Inside doors leading to the main floor are closed.
 - Building is satisfactorily cleaned after each event.
 - Both thermostats (kitchen and gymnasium) are to be set at 60 degrees.
11. All keys are to be picked up at the Town Office before the close of business on the last working day before the event and are to be returned by 8:30am of the next working day.
12. Rental of either building is \$100 plus \$25 for kitchen usage and a refundable \$100 cleaning/repair fee, which is returned if the building is left clean, in good condition and the key is returned.
13. Rental for either building for private or public youth events is \$25 and a refundable \$100 cleaning/repair fee, which is returned if the building is left clean, in good condition and the key is returned.
14. The Board of Selectmen or Town Manager may approve a waiver of the rent, the kitchen charge, and/or the cleaning fee for residents and resident non-profit groups holding benefit functions where the fee would cause a hardship or substantially reduce the proceeds available for the benefit.
15. Liability insurance is required by anyone or any organization that rents either building. A Certificate of Insurance will be required, which is to state the Certificate Holder as the Town of Gouldsboro. The level of insurance is to be not less than the following:

Comprehensive General Liability:	\$400,000 per occurrence for actions under the provisions of the Maine Tort Claims Act
	1,000,000 per occurrence for actions outside the Maine Tort Claims Act for covered claims, which may arise from the user's negligent action or inaction.

If applicable:

Automobile Liability:

\$200,000 per person;

\$500,000 per occurrence for bodily injury

\$20,000 per occurrence for property damage.

As required by Federal and State Workers' Compensation and occupational disease statutes.

Employers Liability Coverage: \$100,000

16. The town shall indemnify and hold harmless the user its officers, agents and employees from claims, suits or liabilities resulting from the negligence of the town, its officers, agents, and employees. The user shall indemnify and hold harmless the town and its officers, agents and employees from claims, suits or liabilities resulting from the negligence of the user, its officers, agents and employees.

The obligation to indemnify shall not waive any defense immunity or limitation of liability, which may be available to the user, its officers, agents or employees, under the Maine Tort Claims Act pursuant to the provisions of 14 MRSA section 8101 et seq. or any other privileges or immunities as may be provided by law.

In case a claim, action or proceeding is commenced against the Lessor arising out of the negligent action or inaction of the Lessee which arises out of the use of the premises and that is a covered claim under the Lessee's coverage, Lessor may give written notice of the same to the Lessee and thereafter Lessee will notify it's carrier and cooperate in the investigation and appropriate disposition of the claim protecting the Lessor as agreed from negligent action or inaction of the Lessee.

Lessor shall be responsible for claims and damages arising from their negligent action or inaction with regard to their handling or use of the machinery or equipment. Lessor shall be responsible for claims and damages arising from their negligent action or inaction resulting from defects in or inefficiency of equipment hereby leased.

This Lease shall be governed by and construed under the Laws of the State of Maine.

POLICY APPROVAL

<input type="checkbox"/> New
<input type="checkbox"/> Renewed
<input checked="" type="checkbox"/> Amended

Approval By:

<input checked="" type="checkbox"/> Dana Rice	<input type="checkbox"/> Not present	<input type="checkbox"/> Opposed
<input checked="" type="checkbox"/> William Thayer	<input type="checkbox"/> Not present	<input type="checkbox"/> Opposed
<input checked="" type="checkbox"/> Susan Bagley	<input type="checkbox"/> Not present	<input type="checkbox"/> Opposed
<input checked="" type="checkbox"/> James McLean	<input type="checkbox"/> Not present	<input type="checkbox"/> Opposed
<input checked="" type="checkbox"/> James Watson	<input type="checkbox"/> Not present	<input type="checkbox"/> Opposed

Approval Date: January 31, 2013

Certified: Yvonne P. Wilkinson
Yvonne R. Wilkinson, Town Clerk

COMMUNITY CENTER AGREEMENT

Name of Group: _____

Address: _____

Responsible Person: _____

Telephone: Work _____ **Home** _____

Dates and Times Required (Must Be Completed):

Starting Date _____ **Ending Date** _____

Starting Time _____ **Ending Time** _____

Type of Event:

Volleyball _____

Basketball _____

Soccer _____

Baseball _____

Dance (specify if profit) _____

Supper (specify if Profit) _____

Other (specify) _____

Beano _____

Gymnastics _____

Meeting _____

We wish to attach the following equipment, decorations or other materials to the floor, walls or ceilings:

Constable's name (if required) _____

Custodian's signature (if required) _____

Fees to be charged:

Rental: _____

Kitchen Fee: _____

Deposit: _____

Type of Payment: Check _____ Cash _____

Frequency of payment: Monthly _____ Weekly _____

I have read the attached rules/policy and regulations pertaining to the rental of the Community Center and agree to follow them. I fully understand that I am responsible for any damage incurred during the dates and times listed above.

Town of Gouldsboro

Signature of Applicant

Date

Date