** Parks & Recreation Department
FACILITY USE APPLICATION**

Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_

**Questions regarding Facility Rentals**
Robert MacDonald, Facilities Operations Manager, 882-8230 rmacdonald@wiscassetrec.com

**\*Applicant must be 21 years of age**

Organization/Group/Individual Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RENTER INFORMATION**

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ State: \_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_

Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RENTAL/EVENT INFORMATION**

Facility Requested (include room location if applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date(s) Requested \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Time Requested: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
***Note: The reservation time as indicated above must be inclusive of setup and cleanup time.***

Facility Requested:( check all that apply) WCC- Gym:\_\_ Pool\_\_ Fitness Ctr.\_\_ Senior Center:\_\_ Entire facility:\_\_\_

Rec Field:\_\_\_ Lights\_\_\_\_ Rec field Pavillion\_\_\_ Rec Field Small Pavillion\_\_\_Sherman Park :\_\_\_

Type of event to be held (i.e. family reunion, birthday party, wedding, etc.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: For Funeral/ Celebration of Life / memorial service, please specify and you will be contacted with pricing.

***Note: The space you are requesting may not be the space that you are assigned based on availability***

Anticipated # of participants: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Anticipated # of spectators: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Person responsible on site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please list any specific setup needed or equipment needed (# of tables, chairs, etc) for this event. Additional fees may apply: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Admission charge/other fees for event: YES \_\_\_\_ NO\_\_\_\_ If yes, describe charge for fees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Town of Wiscasset, its agents, officers, and employees shall have the right to enter the public facility at all times during the event to confirm that the Applicant is in compliance with this Agreement. If the Town determines, in its sole judgment, that the Applicant has breached a term of this Agreement, the Town shall have the right to immediately terminate this Agreement prior to the conclusion of the event.

The Applicant releases and agrees to defend, indemnify and hold harmless the Town of Wiscasset, its agents, officers and employees, from any and all liability, actions, damages and claims of any kind and nature whatsoever for any injury, harm or damage to persons or damage to property that may arise or occur during or in connection with the Applicant’s use of the Town of Wiscasset’s public facilities.

The undersigned hereby acknowledges that a copy of the **Facility Usage Policies** containing the rules and regulations for use of facilities owned and/or managed by the Town of Wiscasset Parks & Recreation Department has been received and read, and understands and agrees to abide by these rules & regulations governing the usage of the Facility being rented. Additionally, you are certifying that all information provided is true and correct. Any Application with information found to be misleading or inaccurate is subject to rejection by the Director of the Department.

Printed Name of Applicant/Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Signature of Applicant/Authorized Representative: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date: \_\_\_\_\_\_\_\_\_\_\_\_

**Return Form (at least 2 weeks prior to rental date) to:**
Wiscasset Parks & Recreation
242 Gardiner Road, Wiscasset, ME 04578

Attn: Robert MacDonald, Facilities Operations Manager

**To be completed by WPRD Staff:**

Date Application Received: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Approved: \_\_\_\_\_\_\_\_ Denied: \_\_\_\_\_\_\_\_\_\_

Amount Charged: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Permit # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Facility/Space Assigned for this Event \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other licenses, permits or approvals needed? YES \_\_\_\_ NO \_\_\_\_ If YES, copy for file? YES \_\_\_\_\_ NO \_\_\_\_\_\_

If YES, explain specifics:

Certificate of Insurance Reviewed for Compliance with Town policy by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Comments/conditions of use: ­

 

**RENTAL POLICIES & RULES**

It is the policy of the Wiscasset Parks and Recreation (hereafter the “Department”) that some of the parks and facilities owned by the Town and overseen by the Department should be made available to the public to use for activities that benefit our residents, at a reasonable cost. Therefore, the Department sets forth the following rules and regulations for the management and protection of the public facilities it oversees and for the protection of the persons granted permission to use the same.

**Failure to observe and abide by the Facility Usage Rules and Policies may result in the immediate termination of the Facility Use Permit, forfeiture of all fees and removal from the reserved facility.**

**Questions? Robert MacDonald, Facilities Operations Manager, rmacdonald@wiscassetrec.com**

**Making a Reservation**

1. Download our facility request application at [www.wiscassetrec.com](http://www.wiscassetrec.com),. You can also pick up one at the Community Center at 242 Gardiner Road.
2. Fill out the application and return it to : Robert MacDonald, Facilities Operations Manager . You may drop it off at the Community Center or email it to : rmacdonald@wiscassetrec.com All applications must be received at least 2 weeks prior to reservation date or they cannot be considered.
3. You will hear back from our staff within 48 hours our receiving your request.

**Requests for a single day, one time reservation or Special Event can be submitted up to 365 days prior to the reservation date. Please note, Parks & Recreation programming and annual special events take precedent to all requests.**

**Standards for Issuance**

The Facility Supervisor shall approve an application submitted based on facility availability, priority of usage, maintenance impact on the facility, best use of the facility and only if the application meets the following criteria:

1. The proposed event or activity shall not endanger the health and safety of persons who visit the public facility.
2. Adequate parking facilities exist and are available to accommodate the number of expected attendees at the proposed event or activity at the public facility.
3. Adequate sanitary facilities exist and are available to accommodate the proposed event;
4. 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;
5. The proposed event or activity shall not unreasonably disturb persons who own and/or occupy land that is adjacent to such public facility;
6. The public facility or portion thereof to be used has not been reserved for other use at the day and hour required in the application.
7. The applicant has demonstrated the ability and intent to provide adequate supervision of the activity and understands the applicable rules and regulations.

**General Conditions of Use**

1. The applicant is responsible for leaving the public facilities in the same condition in which received, and shall be responsible for any loss or damage to facilities or equipment. The applicant shall be charged for any required repair or cleanup costs incurred as a result of the applicant’s use of the public facilities.
2. The Town of Wiscasset shall not be liable for any damage or loss to any property of the applicant from any cause whatsoever while said property is located on the premises for storage purposes or otherwise.
3. The applicant is required to comply with all applicable federal, state and local statutes, ordinances and regulations, in addition to any policies or conditions imposed by the Facility Manager or Director of the Department upon approval of the request, including, but not limited to, all of the following:
* Arranging and paying for adequate security services by the Town of Wiscasset Police Department, if necessary.
* When the use of town equipment is requested, arranging for qualified Town employees to be present and available for the operation of the same.
1. The applicant shall not engage in or allow any illegal activity to occur at the public facility. Illegal drugs, alcoholic beverages and/or tobacco products shall not be brought onto or consumed within the public facility.
2. The applicant is responsible for any damage to the public facility or any part thereof caused directly or indirectly by the applicant or his/her agents, employees, guests, or invitees. The applicant is required to indemnify the Town for any claims arising from the applicant’s use of the public facility.
3. Any outstanding debts owed to the Town of Wiscasset and / or the Parks and Recreation Department or violation of any Town policies during a previous reservation will result in denial of usage of any facility.

**Insurance Requirements**

 There will be certain circumstances where renters are required to provide proof of general liability insurance provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance to cover any loss or damage to public facilities or Town equipment in an amount not less than $1 million.

1. All policies evidenced to the Town shall name the Town of Wiscasset as an additional insured.
2. Certificate Holder must read: **Town of Wiscasset**

**51 Bath Road**

 **Wiscasset, ME 04578**

1. For any one-day event, proof of general liability insurance in compliance with this policy must be provided to the Facility Manager prior to approval of the use application.
2. Any tournament, league and/or organization must present proof of general liability insurance in compliance with this policy to the Facility Manager at least two (2) weeks prior to the event. Failure to do so may result in the cancellation of rental.

**If renter does not have insurance**

Maine Municipal Association Risk Management Services sponsors a Tenant Use Liability Program (TULIP), which provides an opportunity for general liability insurance for outside entities and private groups that wish to use municipal facilities owned by members of the MMA Property and Casualty Pool. The City is a member of the MMA Property and Casualty Pool, and so TULIP is available to users of City-owned public facilities. Coverage limits of $1 million are available for the event/program, including liability for bodily injury and property damage. Go to: 1. **www.onebeaconentertainment.com**

**2. Enter City’s TULIP access ID code – 0419-007**

**User Priority**

Groups that use town facilities are characterized as follows, organized from highest to lowest priority.

1. Wiscasset Parks and Recreation programs & events.
2. Wiscasset Schools and their associated School Committee sanctioned programs.
3. Non-profit organizations with 100% Wiscasset resident participation.
4. Non-profit organizations with less than 100% Wiscasset resident participation. Refer to fee schedule for rates.
5. Commercial, profit-making activities.
* All non-profit organizations must provide proof of current non-profit status including a recent copy of the IRS Form 990 and/or Tax Exempt Certificate.

**Administering Facility Rental Fees**

1. Priority 1 Groups or activities will not be charged a rental fee.
2. Priority 2 Groups or activities will not be charged a rental fee, but may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.
3. Priority 3 Groups or activities will not be charged a rental fee may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.
4. Priority 4 Groups or activities will be charged a rental fee at the resident rate, and may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.
5. Priority 5 Groups or activities will be charged a rental fee at the non-resident rate and may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.

**Cancellation/Refund Policy**

1. A $50 deposit is required for rentals fees greater than $50. Rental fees less than $50 are due at time of booking. Balance is due at least 7 days prior to your event date. If balance is unpaid 7 days prior to your first date, we reserve the right to release your reservation and retain your deposit.
2. Cancellation greater than 7 days prior to rental = full refund
3. Cancellation less than 7 days prior to rental = loss of rental fee & deposit
4. Modification to rental less than 7 days prior to your event = an additional $30 fee per request.
5. No show on date of rental = loss of rental fee & deposit.
* ***Any event that is cancelled by the Parks and Recreation Department will receive a full refund or account credit.***

**Failure to Comply with Policy**

Any individual, group or organization that does not comply with the terms and conditions set forth in this Policy will be disqualified from future use of Department facilities at the discretion of the Director of the Department. Any person applying to use a Department facility and found to provide false information, such as false names and addresses, shall be disqualified from future use of the Town facilities.

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**GENERAL FACILITY RENTAL RULES**

* The person requesting the use of the Community Center must be at least 21 years of age or older. The Community Center Facility Operations Manager may require a photo ID.
* Tap shoes or shoes with heels that could cause damage to floors are prohibited.
* Non-marking gym appropriate footwear to be worn in the gym.
* Due to the nature of the structure, baseball and softball practices are prohibited at WCC.
* Events involving vehicles in the Community Center are prohibited.
* If multiple rooms/areas are rented on the same day by different parties, then the bathrooms and the parking lot will be shared.
* Food and drink are prohibited in the gym, pool and fitness center, unless otherwise specified.
* Use of fireworks are not permitted on Town property.
* Any duly authorized department employee shall have the right at any time during a function to enter any and all parts of the premises for the purpose of inspection.
* Decorations shall not be attached to the structure of the Community Center. The renter must check with the Community Center manager for exceptions.
* There shall be no rice, confetti, bubbles, silly string, glitter or birdseed allowed in the Community Center.
* Any outside vendors (magicians, face painters, etc.) hired by the renter must be approved by the Facility Manager.
* Tables and chairs are to stay inside the Community Center.
* All town facilities are “Tobacco-free” facilities. Smoking of any kind, including vaping or use of e -cigarettes, JUUL, or any other form of inhalants are not to take place inside facilities or outside of any town owned property.
* The Department will not be responsible for lost or stolen items.
* All trash is to be placed in the appropriate receptacle. Excessive trash incurring additional pickup charges will be billed to the individual or organization that signs the rental contract.
* If the individual or organization that signs the rental contract does not abide by the facility policy and rules, the department may refuse that individual or organization any future rental requests.
* The individual or organization signing the rental contract will be responsible for any missing or damaged items and will be responsible for any damage done to the building during the date reserved.
* This agreement shall not be assigned nor shall you allow the premises or any part of the premises to be sublet.
* The Renter agrees to ensure that the facility and all equipment in the building is left in its original condition.

 I have read and understand these rules for the purpose of this rental agreement. \_\_\_\_\_\_\_ Initials

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_

*Updated June 2019*