

Town Of Windham
Town Hall Reservation Application & Contract

Application Date: _____
Application is due 14 days prior to event.

Event Information

Activity/Event Name: _____ Event Date(s): _____

Actual Hours of Event (Including set up & clean up): _____ to _____

Detailed Description of Event: _____

Purpose of Use: _____ Expected Attendance: _____
(A Special Event Application is required for any event that allows members of the public to attend; not required for a private event only open to invited guests, under 100 in attendance.)

Organizer Information

Commercial (non-revenue) _____ Commercial (Revenue) _____ Private-Personal _____

Non-Profit (non-revenue) _____ Non-Profit (Revenue) _____ Government _____

Non-Profit paperwork is required and due with your application: 501c3: _____ IRS Letter: _____ Form 990: _____

Applicant Name: _____

Applicant Telephone: _____ Applicant Email: _____

On-Site Manager Name (day of event): _____ Mobile: _____

Name of Organization: _____

Address: _____

Contact if Different from Applicant: _____ Phone: _____

Reservation Location:

Max Occupancy

Equipment

☐ Gym - Use of kitchen ☐ Yes ☐ No

400

☐ Tables ☐ Chairs ☐ Pickleball Equipment

☐ Conference Room

10

☐ Basketballs ☐ Other: _____

☐ Council Chambers

60

of Items: _____

☐ Pre-School Play Equipment

(Gym Only, \$15 fee)

☐ Playground Pavilion

Reservation Fees: *(Gym (Fri-Sun): \$20/hour resident, \$30/hour non-resident, Playground: \$10/hour).*

☐ No Fee ☐ Cash ☐ Credit Card ☐ Check # _____

Providing Certificate of Liability Insurance naming the Town as Additionally Insured (\$1,000,000 minimum coverage): ☐ Yes ☐ No

MANDATORY FOR EVENTS WITH 50 or more people expected to attend. Administration will review events with attendance between 25-49 attendees.

Town Of Windham Facility/Rental Permit Indemnification And Release Provisions

A. In consideration for being permitted to use the facilities and/or rights-of-way of the Town of Windham, (hereinafter "Town"), _____ (insert name of person/entity seeking permission to use facilities and/or right-of-way, hereinafter "Applicant") agrees to indemnify and hold harmless the Town, its officers, employees, and insurers, from and against all liability, claims, and demands, which are incurred, made, or brought by any person or entity on account of damage, loss, or injury, including without limitation claims arising from property loss, or damage, bodily injury, personal injury, sickness, disease, death, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the use of the facilities and/or rights-of-way, whether any such liability, claims, and demands result from the act, omission, negligence, or other fault on the part of the Town, its officers, or its employees, or from any other cause whatsoever.

B. By signing below, Applicant agrees that in the event of damage, loss or injury to the facilities or to any property or equipment therein or to the Town rights-of-way, the Town may deduct from any damage deposit the full amount of such damage, loss, or injury. Applicant further agrees that if such damage, loss, or injury exceeds the amount of the damage deposit, Applicant will promptly reimburse the Town for all costs associated therewith upon billing by the Town.

C. In addition, in consideration for being permitted or allowed to use the facilities and/or right-of-way, Applicant on behalf of itself and its officers, employees, members, and participants, hereby expressly exempts and releases the Town, its officers, employees, insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from property loss or damage, bodily injury, personal injury, sickness, disease, or death, that Applicant may incur as a result of such use, whether any such liability claims and demands result from the act, omission, negligence, or other fault on the part of the Town, its officer, or its employees, or from any other cause whatsoever.

D. In addition, _____ has furnished and attached two copies of certificates of insurance with the Town of Windham named as an additional insured in the amount of \$1,000,000 unless a greater amount is warranted.

If event will have more than 50 people expected to attend. Administration will review events with attendance between 25-49 attendees.

E. In addition, depending upon the size and nature of the event, the Town may require that Town employees, including Police, Fire, Public Works, Code Enforcement and/or Parks and Recreation, are present at or assist with the event. The Town shall determine the number of personnel necessary to ensure the safety of the public and participants, minimize the inconvenience to residents, and reduce public liability exposure to the event sponsor and the Town. The cost associated with the use of any such personnel, including Town equipment, is the responsibility of the event sponsor. A deposit of thirty percent (30*) of the estimated personnel cost for the event will be required with the submittal of the application.

The Town shall provide a good faith estimate of the total personnel within 10 days after the approval of the application. The complete fee must be submitted to the Town prior to the day of the event. Fees may be waived in whole or in part by the Town Council prior to the special event.

Signature _____ Date _____

Town Of Windham
Town Hall Facility User Agreement & Policies

User Agreement

1. Users of the Town Hall gym, playground pavilion, meeting room and council chambers must provide adequate adult supervision. No one under the age of 18 will be permitted to use the facility unsupervised. Parks and Recreation staff may require a photo ID. Use of areas outside the Town Hall (parking lot, Town Hall Park) must be approved by staff and included in original application.
2. Please be aware the Town Hall Gym is always under surveillance, with recording taking place. Any duly authorized Town employee shall have the right at any time during a function to enter all areas of the premises for the purpose of inspection.
3. Please adhere to your scheduled time that has been reserved for your use. If you need to cancel, please contact our office immediately during normal business hours at 892-1905.
4. For weekend and after hour use, if the building is locked at your scheduled time, please call (207) 370-1356 to reach an on-call Parks & Recreation staff member to unlock the building.
5. If you wish to cancel or leave before your scheduled time on a weekend or after 4:00 pm on Thursday, please call (207) 370-1356 to reach an on-call Parks & Recreation staff member. The building cannot be left unlocked and unattended.
6. If there are any emergency issues that require building maintenance staff, please call (207) 405-4979.
7. Alcohol or drug use anywhere within the Town Hall or on Town Hall premises is strictly forbidden. Smoking and e-cigarettes are allowed in designated smoking areas 20 feet from the building.
8. Entrances, doorways, restrooms and exit doors must be accessible at all times. The Town Hall is often used for evening meetings and the grey carpet along the length of the gym must be kept clear, since this could pose a life safety hazard if blocked in the event of an emergency.
9. Chewing gum is not permitted in the gym. Please dispose of gum properly in the trash.
10. The lobbies, kitchen and stage area are off-limits for anyone who has not been granted access to those spaces for their intended use.
11. The lobby-side gym wall and hoop CANNOT be used (no balls bounced) while Town Hall employees are in the building; Monday and Wednesday 7:00am-5:30pm, Tuesday 7:00am-6:30pm, and Thursday 7:00am-4:30pm.
12. Events involving vehicles or animals (unless a service animal) are prohibited.
13. Any outside vendors (magicians, face painters, etc.) hired by the renter must be approved by the Parks and Recreation Department and will be required to submit a floor lay-out and usage plan.
14. Please be respectful of town employees and other user groups.
15. If you are using any town owned tables and/or chairs, please put them back as found. They are not to be removed from the building. If you have requested use of the kitchen, please do not leave any food items behind, and please clean up after using it.
16. All restrooms must be checked prior to leaving. Please pick up any trash or personal belongings. The Department will not be responsible for lost or stolen items.
17. All trash will be tied up and placed in the appropriate receptacle. Excessive trash incurring additional pickup charges will be billed to the individual or organization that signs the rental contract.
18. Please secure all doors and turn off all lights prior to leaving.
19. 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.
20. This agreement shall not be assigned nor shall the renter allow the premises or any part of the premises to be sublet.
21. 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.
22. The Renter agrees to ensure that the facility and all equipment in the building is left in its original condition.
23. Renter will notify the Parks and Recreation Department at (207)892-1905 as soon as possible if anything is damaged or if anyone is injured while on site.

Reservation Policies

1. Gym Reservations

- a. One-time individual facility use for weekdays only may be scheduled over the phone or in person. One-time gym users must sign in at the Parks and Recreation office during regular business hours before gym use.
- b. Reservations are required for multi-date or weekend use. Reservation requests may be made online at windhamrecreation.com or a printable Town Hall Reservation Application & Contract is available online or at the Parks & Recreation office.
 - i. Requests must be submitted 14 days before the desired reservation time. We cannot guarantee a reservation request will be considered less than 14 days prior to your requested date.
 - ii. Facility Rental Requests can be made up to 3 months prior to the reservation date.
 - iii. Making a reservation request does not guarantee a reservation until approved by the Parks and Recreation office and the reservation fee has been paid.
- c. Multi-date use is scheduled using the 1-5 Priority Use identified in the Town of Windham's Facility Rental Policy.
- d. \$20/hour resident fee, \$30/hour non-resident fee for any weekend (Fri-Sun) usage (birthday parties, meetings, etc.).
- e. Multi-date use requests may require adjustments in order to accommodate as many groups as possible.
- f. Multi-date public users may be required to provide proof of liability insurance from their organization. Must be provided before first time gym use.

2. Conference Room & Council Chamber Reservations

- a. One-time individual facility use for weekdays only (Monday-Thursday) may be scheduled over the phone or in person at the Parks & Recreation office on a first come, first served basis. There are no weekend (Friday-Sunday) reservations available for the conference room or council chambers.
- b. Town Hall doors will automatically unlock 15 minutes before scheduled meeting time and will stay unlocked for 30 minutes. Users may request additional time for doors to remain unlocked if needed.

3. Playground Pavilion Reservations

- a. Reservation requests may be made online at windhamrecreation.com, in-person, or by phone. A printable Town Hall Reservation Request Application is also available online or at the Parks & recreation office.
 - i. Requests must be submitted 14 days before the desired reservation time. We cannot guarantee a reservation request will be considered less than 14 days prior to your requested date.
 - ii. Facility Rental Requests can be made up to 3 months prior to the reservation date.
 - iii. Making a reservation request does not guarantee a reservation until approved by the Parks and Recreation office and the reservation fee has been paid.
- b. \$10/hour fee for Windham residents and non-residents.

Pre-School Gym Equipment Rental Policies

1. Must be at least 18 years of age to rent Equipment.
2. Equipment must be used in the way the items are intended.
3. Combination Lock Box adjacent to the storage room door has the key for the door. Combination will be provided to renter once payment has been made and key must be returned to combination lock box prior to leaving Town Hall.
4. Renters are responsible for all items and the storage key. Renters will be charged for any items that are lost or broken/damaged. Fees for any item broken/damaged or lost that are charged to the renter are assessed by the Parks and Recreation Department; Renter will be notified before fee is charged to the card on file.
5. Please note the following equipment may NOT be used by an user group renting the facility without a Parks & Recreation employee present.
 - a. Bounce House
 - b. Giant Red & Black Volleyball
 - c. Art Supplies
 - d. Bubble Supplies

Cancellation & Refund Policies

1. A deposit of 50% of the total fee due is required for rentals fees greater than \$75. Rental fees less than \$75 are due at time of confirmation. 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 = refund of rental fee minus 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.
6. All refunds are handled through the Parks and Recreation office; No cash refunds are provided.
 - *Any event that is cancelled by the Facility Manager will receive a full refund or account credit.*