

# COMMUNITY CENTERS RENTAL POLICY

It is the policy of the City of South Portland Parks, Recreation & Waterfront Department (hereafter the “Department”) that some of the buildings, parks and other facilities owned by the City and overseen by the Department should be made available to the public to use for activities that benefit City 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? Anthony Johnson, Deputy Director, [ajohnson@southportland.gov](mailto:ajohnson@southportland.gov).**

**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.**

## GENERAL COMMUNITY CENTER RULES

- The person requesting the use of the Community Center must be at least 21 years of age or older. The Community Center 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.
- Events involving vehicles or animals (unless a service animal) are prohibited.
- Parking lot and bathrooms are used by all parties using the Community Center.
- Food and drink are prohibited in the multipurpose room & gymnasium. Water only.
- Rentals must take place within Community Center hours of operation.
- 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. Bounce houses are prohibited.
- 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.
- Smoking and alcohol are prohibited.
- The Department will not be responsible for lost or stolen items.
- 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.
- 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.

## **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 City 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 City of South Portland Police Department, if necessary.
  - When the use of City equipment is requested, arranging for qualified City employees to be present and available for the operation of the same.
  - When other City licenses, permits or approvals are required (*e.g.*, special event, food vendor, amplified sound, road closure, signage), the applicant must follow the proper procedure for seeking and obtaining such other licenses, permits or approvals. Contact the City Clerk's office at least 30 days prior to the event and once the other license, permit or approval is obtained, a copy must be submitted to the Facility Supervisor.
4. 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.
5. 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 City for any claims arising from the applicant's use of the public facility.
6. Any outstanding debts owed to the City of South Portland or violation of City policies during a previous reservation will result in denial of usage of any facility.

## Insurance Requirements

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 City equipment in an amount not less than \$1 million.

1. All policies evidenced to the City shall name the City of South Portland as an additional insured.
2. Certificate Holder must read:  
**City of South Portland**  
**25 Cottage Road**  
**South Portland, ME 04106**
3. 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.
4. 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 (MMA) Risk Management Services sponsors a tenant user liability program called “Gatherguard” 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 Gatherguard 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.gatherguard.com](http://www.gatherguard.com)
2. Redbank Community Center: **Use Venue Code 0419-008**
3. South Portland Community Center: **Use Venue Code 0419-009**

## User Priority

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

1. South Portland Parks, Recreation & Waterfront programs & events.
  2. South Portland Schools and their associated School Committee sanctioned programs.
  3. Non-profit organizations with 100% South Portland resident participation.
  4. Non-profit organizations with less than 100% South Portland 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.

### **Payment/Cancellation/Refund Policy**

1. **Balance is due upon reservation confirmation.** If balance is unpaid 7 days prior to your first date, we reserve the right to release your reservation date.
  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 Facility Manager 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 team member names and addresses, shall be disqualified from future use of the City facilities.