



## PARK USE POLICIES & RULES

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? Kristina Ertzner, Conservation Manager, [kertzner@southportland.gov](mailto:kertzner@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 PARK RULES

Each City park may have specific rules and regulations, so please check posted signs for that area. Some general park facility rules are listed below:

- Parks are open daily from sunrise to sunset
- No loitering during off hours
- Don't litter
- Don't bring glass bottles into parks
- Camping is not permitted
- Fireworks are not permitted
- Firearms are not permitted
- Open fires are not permitted
- The use of any tobacco products (cigarettes, vaping cigarettes, chewing tobacco, etc.) is not permitted in any playground, shelter, beach, bleacher or athletic field
- No hunting or trapping
- Don't feed the wildlife
- No alcoholic beverages or controlled substances

## PARK RULES FOR RENTALS & SPECIAL EVENTS

- **Please do not advertise your event prior to receiving your permit approval.**
- All groups wishing to rent/use City parks must be in good standing with the city at the time of application. Good standing status means that the group or organization is current on all amounts owed to the city.
- Public events may require a special event permit to determine any impact to City parks.

- Reservations for classes can be made only during current year. Reservations for weddings, family reunions and special event can be made through the end of the following year.
- Reservations are made on a first come-first serve basis.
- The City reserves the right to close and/or cancel any scheduled event/rental due to inclement weather and/or in the case of poor facility conditions. If such closure occurs, the city will return on all monies paid by the group or organization for such event/rental. The City's liability for any cancellation due to inclement weather and/or in the case of poor facility conditions is limited to the amounts paid for such event/rental. The City of South Portland encourages events to explore event cancellation insurance.
- Renter shall abide by all governmental laws, ordinances and any regulations established by the City of South Portland. See Ordinance online
- Renters are responsible for cleaning the City park and city facilities that are used for their event. This includes picking up all ground litter, emptying trash cans, disposal of trash and replacing trash can liners. Please leave the park in the same, if not better, condition that you found it.
- Renter acknowledges that he/she has fully inspected the premises and accepts them as suitable for leased purpose.
- Renter agrees not to make changes of any kind to the premises, or to display any signs in or about the premises without prior written consent from City of South Portland
- Renter shall not permit premises to be used for any purpose which would render the insurance void or create hazards that increase insurance risk.
- The City of South Portland shall have unrestricted access and right of entry. City of South Portland shall endeavor, however, to abide by Renter's direction in respecting use of entrances and exits during the time period covered by this agreement.
- City of South Portland shall not be liable for any injury to person or damage to property on or about the premises due to any cause whatsoever, and Renter agrees to indemnify City of South Portland and hold it harmless from any loss, expense or claim arising from such injury or damage. If, due to any breach of default of Renter's contract agreement, it shall become necessary for City of Boerne to employ an attorney to enforce or defend its rights or remedies, Renter agrees to pay reasonable attorney's fees incurred by City of South Portland.
- Renter assumes all responsibility for the behavior of all persons admitted to the premises or any portions of the building or grounds by the Renter or its representatives or employees. Renter agrees to employ at its expense the number of policemen deemed necessary by City of South Portland for the protection of persons and property. City of South Portland reserves the right to remove or instruct removal of any person(s) whose behavior is objectionable. Renter waives any right, claim or cause of actions against City of South Portland arising from use of this authority and Renter further agrees to indemnify City of South Portland and hold it harmless from any loss, expense or claim arising as a result.
- Upon request by the City of South Portland, Event Organizer shall procure, at its own expense, general liability insurance with a minimum per occurrence limit of one million dollars (\$1,000,000.00), with a hold harmless clause naming the city as additional insured, which shall protect City of South Portland against all liability or claims due to injury to person or damage to property occurring in or about the premises during use by Event Organizer.
- Renter shall not sublet this lease or the premises or any part without City of South Portland's prior written consent.
- All advertisements in connection with Renter's use of the premises, including but not limited to admission tickets, window cards, radio and Television announcements and telephone solicitations are subject to City of South Portland's prior approval of form and content.
- Renter's may use tents, tables and chairs at their event, but they must be set-up and taken down the day of the event/ceremony. Tents may not be anchored into the ground and must be weighed down at all times (cinder blocks or bags of concrete are recommended).
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#### **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. Bug Light Park: **Use Venue Code 0419-012**
3. Legere Park: **Use Venue Code 0419-015**
4. Mill Creek Park: **Use Venue Code 0419-016**
5. Thomas Knight Park: **Use Venue Code 0419-010**
6. Wilkinson Park: **Use Venue Code 0419-011**

### **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.

### **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 modified or cancelled due to inclement weather will either be credited to account or a full refund will apply.***

### **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.