

FRENCHVILLE COMMUNITY CENTER

343A US Route 1
Frenchville, ME 04745

AGREEMENT entered into this _____ day of _____, 20 _____ by and between the TOWN OF FRENCHVILLE and _____, hereinafter, called the **RENTEE**.

The Town of Frenchville, hereby, agrees to rent the designated floor area of the Community Center, as listed on the application, on the following date(s), for the hours and purpose listed; and for the following rental fee:

DATE OF RENTAL _____

DAY OF RENTAL **MON TUES WED TH FRI SAT SUN**

HOURS OF RENTAL _____ To _____

RENTAL PURPOSE _____

ATTENDING _____

PERSON/ ORGANIZATION MAKING REQUEST: _____

ADDRESS: _____

TELEPHONE: _____

Describe briefly the impact of this request on the community:

FLOOR ASSIGNED FOR RENTING: (Check one)

- 1. Upstairs w/ kitchen (Fee \$425/ Minimum deposit \$106.25) _____
- 2. Upstairs only (\$375/ Minimum deposit \$93.75) _____
- 3. Downstairs w/ kitchen (\$175/ Minimum deposit \$43.75) _____
- 4. Downstairs only (\$125/ Minimum deposit \$31.25) _____
- 5. Individual Classes/Seminars (\$35.00 per hr.) _____

Reserve Fee for Decorating night before (\$50) _____ **WILL THIS BE A B.Y.O.B. FUNCTION? YES NO**
(Sign Hold Harmless Agreement)

*RENTAL FEE TOTAL _____

BYOB Given _____

** LESS DEPOSIT (25%) _____

BYOB Rec for Selectman _____

***BALANCE DUE _____

BYOB Given Signed _____ **REC Completed** _____

* Balance of rental fee **MUST** be paid prior to the date of function.

** A 25% deposit will be collected at the time of application. Should the function be canceled, such deposit will be forfeited.

*** Liability insurance fee (TULIP) will be additional cost to RENTEE

The above has been assigned to you/your organization on the above stated date of rental. Thank you.

RENTAL APPLICATION

RENTEE shall be advised of the maximum capacity of 250 people (upstairs), and 49 people (downstairs) as allowed by the Department of Fire Safety of Maine and hereby promise to abide by such ruling not to exceed such limitations.

RENTEE shall abide by the State of Maine Liquor Laws and shall be solely responsible for any personal injury or property damages resulting from any liquor relating activity at said function. The Town of Frenchville will not be held liable for any person being injured at said function due to the consumption of alcohol relating to this function. It is required that the RENTEE obtain a 'Special Event', or 'Homeowner's Insurance' naming the Town of Frenchville as additional insured for their protection, and that a 'B.Y.O.B. Function Permit' from the State is acquired (see attached BYOB Function Permit Rules). The Town of Frenchville will provide RENTEE assistance with proper documentation for such insurance application (see attached Tenant Users Liability Insurance Program (TULIP) How-to-Guide). Any questions should be directed to the Town Manager by phone at 543-7301 or by email at townmanager@frechville.org

RENTEE shall promise not to waste material and supplies provided at the Center by the Town of Frenchville. Any damages to said facility will be repaired and/or replaced at the RENTEE's expense. No material(s) is to leave or be removed from the Center by the RENTEE under any circumstances.

RENTEE shall agree that all materials and refuse on table tops will be picked up at the end of the function activity and placed in containers provided by the Center. The Center custodian will clean, wash and buff the floors; this service is included in the rental fee.

RENTEE will be issued a copy of the "**Guidelines for Renting**" upon receipt of application.

RENTEE shall be responsible for any telephone charges incurred during the duration of function activity.

RENTEE understands that decorating the Community Center interior will be guaranteed only after 8:00 a.m. the day of the scheduled function; and, that all decorations will be removed after the close of the function that evening. Disposal of trash will be done by the Center's custodian.

RENTEE shall provide liability insurance to the RENTER at least seven (7) days before the event.

AGREEMENT signed on the above date.

X

RENTEE - Applicant

AND

RENTER - Town of Frenchville Official

Guidelines for Renting

1. A copy of the guidelines for renting will be issued to all groups, organizations requesting to rent the Frenchville Community Center.
2. All rental requests will be issued in writing at least 7 days prior to the scheduled event.
(Exceptions: Funeral Lunches)
3. Priority of renting will be based on who makes the reservation(s) first.
 - I. Yearly rental application for the downstairs use is as follows:
 - A. As needed for funeral lunches - Ladies of Ste. Anne.
 - B. Senior Citizens Lunch (Monthly)
4. Group size will be noted on the application form. The proper room for the size of the function will be assigned by the Frenchville Town Official. In the event the RENTEE changes rooms without proper authorization the **RENTEE** will be charged the applicable fee.
Example: If RENTEE rents the upstairs with kitchen, and the food is served and consumed downstairs, the RENTEE will be charged the additional rental fee for downstairs and visa- versa.
5. No tables or chairs from the upstairs will be moved downstairs under any circumstances. Only the tables and chairs already downstairs will be used during a function held downstairs. This rule also applies visa-versa downstairs to upstairs.
6. No items will be removed from the Community Center building under any circumstances. This rule applies to all regardless of group, organization, or individual.
 - I. No equipment will be installed in the Community Center building by any group, organization, or individual without prior authority from the Community Center Building Committee, Custodian, or Town Manager.

7. DECORATIONS

Decorating the Community Center will be allowed after 8:00 a.m. on the day of the scheduled event. All decorations will be removed upon close of the event that day.
(See Rate Schedule for prior evening request)

- I. No confetti will be allowed.
- II. No burning of candles will be allowed - due to Fire Safety Codes of Maine.
- III. No scotch tape will be allowed on walls. Push-pins or tacks are allowed.

****THIS WILL BE STRICTLY ENFORCED****

8. Any group(s) renting the Community Center with the intention of providing alcohol for consumption will be required to apply for a State liquor license permit (application enclosed) and sign a indemnification and hold harmless agreement exempting the Town of Frenchville from any lawsuit. The release form will include that the RENTEE is solely responsible for any alcohol related personal injury and/or property damages resulting from their function.
The RENTEE will be responsible to abide by the State of Maine Liquor Laws.

The RENTEE shall provide a 'Special Event Insurance', or Homeowner's Insurance naming the Town of Frenchville as additional insured.
The event bartender shall provide a Certificate of Liability Insurance naming the Town of Frenchville as additional insured.

Revised 02/18/2020

9. ENTERTAINMENT - Band, DJs, etc.

If RENTEE is hiring entertainment of sorts, the equipment will not be allowed to be set up prior to the day of the scheduled function.

- A. Equipment used for entertainment will have to be removed upon close of activity.
- B. Equipment used for entertainment should not block exits or entrance ways.
- C. Dancing/standing will not be allowed on tables/chairs during entertainment nor during any other times.

10. CATERING SERVICE

- A. Catering services using the kitchen will be allowed to use kitchen utensils. Items not allowed to be used by the catering service will be posted.
- B. Catering services will have to remove their equipment upon close of the function.
- C. Catering services will not set up as to block exits or entrance ways.

11. All exits and entrance ways will be free of equipment, tables or chairs, or any type of blockage. The Fire Lane in front of the Community Center will be kept clear of parked vehicles.

12. The custodian will supervise all functions. The custodian will inspect the Center before and after each function with the RENTEE. Any damages incurred during the function will be repaired and/or replaced at the RENTEE's expense. The custodian will not have to be present during small private functions or meetings, but will monitor any major activities (75 people or more, downstairs or upstairs) at least one time to ensure that there are no issues.

13. RATE SCHEDULE MEMO: New Rates as of **2/18/2020**

UPSTAIRS: Weddings, Dances, Supper Banquets, Fund-raisers, Etc.

- A. Daily Rental Fee (without kitchen)..... \$ 375.00
- B. With Kitchen Use..... \$ 425.00
- C. Individual Renting (Seminars, Classes)..... \$ 35.00 /HR

DOWNSTAIRS: Baby / Bridal Showers, Suppers, Reunions, Benefits, Funeral Lunches, Etc

- A. Daily Rental Fee (without kitchen)..... \$ 125.00
- B. With Kitchen Use..... \$ 175.00
- C. Individual Renting (Seminars, Classes)..... \$ 35.00 /HR

I. Requests by groups, organizations, or citizens for discounted rental fees for their events; The regular rental fees according to the "RATE SCHEDULE" will be used for leasing the Center when the purpose of the function is for fund-raising for personal or organizational gains.

EXCEPTIONS:

- a. There will be no rental fee charged for activities generating funds for the reduction of Town Budget for the Community Center.

REVISED 02/18/2020

- b. There will be no rental fee charged to groups or organizations holding Public Informational meetings, forums, support groups for out reach programs such as AAs, diabetes, hospital

clinics, etc.

c. Any other requests shall be reviewed and discussed on a 1 to 1 basis at the discretion of the Town Manager and the Frenchville Board of Selectmen.

II. A deposit of at least 25% of rental fee will be paid at the time of request for renting. The balance will be paid prior to the date of the function. Such deposit will be forfeited if the function is canceled.

III. Rental fees shall include custodial cleaning service of the Center, electricity, heating, and air conditioning. The RENTEE shall agree that all materials and refuse on the table tops will be picked up at the end of the function activity and placed in containers provided by the Center. The custodian will wash and buff the floors, haul away the garbage, and clean the restrooms.

Community Center Contact Information:

Community Center

543-6311 (phone)

For any building issues or questions:

During business hours: Monday thru Friday 8:00 am to 4:30 pm

Frenchville Town Office

543-7301 (phone)

543-7322 (fax)

During off hours:

Town Manager: Ryan's cell phone number 436-0855

Emergency Phone Numbers

In case of emergency dial 911

Fire: 911 or 868-2800

Police: 911 or 868-3481/ 868-7756

Hazardous Materials: 911

Northern Maine Medical Center: 834-3155

REVISED 2/18/2020

THIS AGREEMENT made as of the _____ day of _____, 20____ by and among the TOWN OF FRENCHVILLE, a municipality of the State of Maine, located at 285 US Route 1, Frenchville ME ("TOWN") and _____(RENTEE)

WITNESETH:

WHEREAS, the Town is the owner of certain real property located at 343A US Route 1, Frenchville, ME 04745. (Community Center); and

WHEREAS, the Town has agreed to allow me or my agents to use the Community Center in connection with _____(EVENT) to be held on _____ (Event Date) during the hours of _____to_____(Event Time) but has requested, as a condition to allowing that use, that I/We indemnify and hold them harmless as set forth below.

NOW, THEREFORE, in return for good and valid consideration, receipt of which by the parties is hereby acknowledged, the RENTEE agrees as follows:

1. I/We agree to indemnify and hold the Town harmless against any and all loss, damage, costs and expenses which I/we may suffer, incur, be put to, pay or expend by reason of, or arising out of or as a result of the use of the Community Center for the conduct of the event as stated above. This indemnification shall extend to any and all claims, suits, causes of action, judgments or damages sustained by the Town or any other person or persons for bodily injury, or for injury to or loss of property resulting from, caused by, or arising out of the conduct of me, my agents, servants or employees.
2. I/We agree that the activity listed above will not include the consumption of alcoholic beverages, but should any guest, invitee, licensee, visitor, or other person present on the premises listed above consume alcohol or allow or permit other to consume alcohol, then I/we agree:
 - a) That I/we am/are solely responsible for the dispensing and consumption of alcohol, including the prudent and responsible dispensing and consumption of alcohol by all persons involved in the activity described above;
 - b) To acknowledge by the signing of this Hold Harmless Agreement that the Town has no authority, control or participation in the dispensation or consumption of alcohol on the site and date listed above and that I/we will take not step, action or measure to convey the idea that the Town in any way has promoted, assisted, or participated in the dispensing and consumption of alcoholic beverages on the site and date listed above;
 - c) That I/we will not allow persons under the age of 21 to dispense or consume alcohol at the site during the activity to be held on the Town's property;
 - d) To comply with all Municipal Ordinances in relation to consumption of alcoholic beverages, including but not limited to, obtaining any necessary permits
3. I/we agree to provide a Certificate of Insurance as soon as possible, but not less the seven (7) business days before the date of the planned activity.
4. (Applicable to Corporations only) I/we agree that I/we am/are obligated to reimburse the Town for all reasonable attorney's fees incurred by the Town to enforce the terms of this Hold Harmless Agreement or to defend the Town against any claim, suit, demand for subrogation, or other action which a court of competent jurisdiction later determines by final order or judgment should have been defended by me/us at the Town's sole cost and expense pursuant to his Hold Harmless Agreement.
5. **Modification: Waiver.** No change of modification of this Agreement shall be valid unless such change or modification is in writing and signed by each of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by each of the parties hereto.
6. **Severability:** If any provision of this Agreement is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.
7. This Agreement shall be construed and enforce in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the date first above written.

RENTEE

FRENCHVILLE TOWN OFFICAL

DATE

B.Y.O.B. FUNCTION PERMIT RULES

Sec. 1. 28-A MRSA ss2, sub-ss6-A are enacted to read:

6-A. B.Y.O.B. function. "B.Y.O.B. function" means an event held by a B.Y.O.B. sponsor where:

- A. The general public is invited;
- B. Admission is or is not charged;
- C. A person brings liquor for personal consumption;
- D. No liquor is sold; and
- E. Entertainment is provided.

6-B. B.Y.O.B. sponsor. "B.Y.O.B. sponsor" means a person who conducts or holds a B.Y.O.B. function and is not required to register as a bottle club pursuant to section 161.

Sec. 2. 28-A MRSA ss2,sub-ss24,¶B is enacted to read:

B. "Premises" includes the place where a B.Y.O.B. sponsor holds or conducts a B.Y.O.B. function under a permit obtained under section 163.

Sec. 5. 28-A MRSA ss163 is enacted to read:

SS163. B.Y.O.B. function permit

1. Permit required. A person may not hold a B.Y.O.B. function unless a permit is obtained from the Bureau of Liquor enforcement.

2. Application. A person must apply for a B.Y.O.B. function permit at least 24 hours prior to the proposed B.Y.O.B. function. The application must be on forms provided by the Bureau of Liquor Enforcement and must be accompanied by a permit fee of \$ 10 for each day the function is to be held. The application must be signed by the B.Y.O.B. sponsor and must contain the following information:

- A. Name and address of each person responsible for the B.Y.O.B. function;
- B. The date and the beginning and ending time of the B.Y.O.B. function;
- C. The location where the B.Y.O.B. function is to be held;
- D. The seating capacity of the location;
- E. Written approval of the municipal officers or a municipal official designated by the municipal officers, for the B.Y.O.B function to be held at the location within the municipality; and
- F. Proof that the B.Y.O.B. sponsor is at least 21 years of age.

3. Charges and fees. Charges paid by the general public for admission, food, mixers or other supplies used with liquor or storage or handling of liquor that belongs to the general public are not sales or gifts.
4. Minors prohibited at B.Y.O.B. function. The B.Y.O.B. sponsor may not allow any minor not employed by the B.Y.O.B. sponsor or not accompanied by a parent, legal guardian or custodian, as defined in Title 22, section 4002, to remain at the premises of B.Y.O.B. function.

A B.Y.O.B. sponsor may employ a minor only if the sponsor is present in a supervisory capacity.

5. Possession or consumption by minors. A B.Y.O.B. sponsor may not allow a minor to possess or consume liquor or imitation liquor on the premises of the B.Y.O.B. function.
6. Consumption by intoxicated persons. A B.Y.O.B. sponsor may not allow a visibly intoxicated person to consume liquor on the premises of the B.Y.O.B. function.
7. Violation of the state law. A B.Y.O.B. sponsor may not knowingly allow any violation of any state law on the premises of the B.Y.O.B. function.
8. Right of access. A B.Y.O.B. sponsor shall allow a law enforcement officer to enter the premises of the B.Y.O.B. function at reasonable times for the purpose of investigating compliance with this Title.

Entry into the premises must be conducted in a reasonable manner so as not to disrupt the operation of the B.Y.O.B. function.

The investigation must be limited to those areas involved in the actual operation of the B.Y.O.B. function, including storage areas.

9. Violations. A violation of this section is a civil violation for which a forfeiture may be adjudged of not less than \$ 100 nor more than \$ 300 for the first offense; not less than that \$ 200 nor more than \$ 500 for the 2nd offense; and \$ 500 for the 3rd and subsequent offenses.