

**TOWN OF NAPLES**  
**Policy for the Use of the Municipal Offices Building**  
**Meeting Rooms and Gymnasium**  
**ADOPTED October 13, 1997**  
**AMENDED January 3, 2000**  
**AMENDED February 8, 2010**  
**AMENDED April 19, 2010**

The Town of Naples recognizes that the Municipal Offices Building Meeting Rooms, Singer Community Center, Village Green, Town Recreation Fields and Ice Rink, and Gymnasium are substantial community assets, the proper use of which will have direct and indirect benefits upon the Town. To maximize the use of these spaces, a scheduling process has been implemented. To reduce the burden on taxpayers, a users' fee will be charged to certain users as provided below.

**PRIORITY OF USE** (listed in order of priority)

1. Town Sponsored functions such as Town meetings, Public Hearings, Board of Selectmen's and committee meetings, elections, and Department have priority over functions not sponsored by the Town activities. The Town Secretary must be notified as far in advance as possible to avoid scheduling problems. (See definition of Town Sponsored.)
2. Groups using Town facilities listed in the preamble, on a long term basis or for annual events as long as the agreements are signed a minimum of two months prior to the date of the event. Authorizations may be signed up to one (1) year in advance of an event to ensure organizations of the availability of space. (Facility use forms or other formal written agreements are required.) Singer Center upstairs is only available for use from Mid April till the end of October.
3. All other groups may use the facilities on a first-come, first-served basis. (Facility use forms or other formal written agreements are required.)

**FEE FOR USE**

1. There shall be no fee for Town sponsored\* events.
2. There shall be no fee for local non-profit\* group events when there is no charge to the participants (either set fee or donations) and no items are being sold for profit during the event. If there is a participation charge or if the non-profit group is selling a product, commodity or service at the event, the facility use fees in Section 7 below apply.
3. There shall be no fee for locally sponsored community youth activities, provided there is no charge to the participants and no items are being sold for profit at the event. If there is a participation charge or if the group is selling a product, commodity or service at the event, the facility use fees in Section 7 below apply.
4. There shall be no fee for locally sponsored senior citizen activities sponsored by groups other than the Town, provided there is no charge to the participants (either set fee or donation) and no items are being sold for profit at the event. If there is a participation charge or if the group is selling a product, commodity or service at the event, the facility use fees in Section 7 below apply.
5. All of the above categories of users shall be authorized to conduct minor fund raising events such as bake sales and flea markets without invoking a facility fee. Other fund raising events shall be evaluated by the Town Manager on a case by case basis with regard to their impact upon utilities and custodial costs and shall be assessed a user fee not to exceed those outlined in paragraph 7 below.
6. There shall be no fee except a security deposit for private individuals or group use of the facilities, provided the individual reserving the facility is a Naples resident or taxpayer and provided there is no charge to the participants (either set fee or donation) and no items are being sold at the event. See paragraph 6V for Security Deposit details.

7. There shall be a charge for all commercial use of facilities, all non local private and all non local non-profit use. The following charges apply:

- I. Gymnasium and upstairs of Singer Center: \$50.00 per hour with a maximum charge of \$250.00 per day.
- II. Meeting Rooms including Singer Center: \$25 per hour with a maximum charge of \$125 per day.
- III. Kitchen: \$50.00 minimum charge per 4 hour block of time.
- IV. Long Term commercial use (defined as use of the gymnasium or meeting rooms one (1) to five (5) times weekly for a period of more than four (4) weeks shall be charged \$50.00 per hours for the gymnasium or \$10 per hour for the meeting rooms plus 5% of gross income generated from the use of the site.
- V. A security deposit in the amount of \$25.00 shall be collected for each day reserved. The deposit, less any necessary deduction for damage or cleaning, shall be applied toward the payment due, if applicable or returned to the user.

**DEFINITIONS**

**Town Sponsored**

Those activities created, endorsed, or funded in whole or in part by the following departments: Recreation, Fire, Rescue, Dispatch, Road Commissioner, General Assistance, Marine Safety, Town Administration, Historical Society or Library.

**Non-Profit Agencies**

Those agencies having a legal non-profit status through the Secretary of State's Office.

**Not For Profit**

A recognized civic group which may or may not have legal non-profit status.

**Local**

Originating from or having an active operating office within Naples, Bridgton, Casco, Raymond, or Sebago.

**REGULATIONS**

The Town Manager or his/her designee is authorized to grant approval for the use of the Gymnasium and Meeting Rooms in accordance with this policy. All use of the facilities shall be subject to the follow regulations:

- A. No events for which admission will be charged will be allowed except for Town sponsored groups (such as Fire, Rescue, Historical Society, etc.) or not for profit organizations and civic groups (Girl & Boy Scouts, Baseball/Softball, Naples Business Association, Churches, etc.).
- B. Requests for use of the space must be made by one or more individuals who are at least 21 years of age and who will be responsible for monitoring all activities at the site during the period reserved. An adult (at least 21 years old) must be present for the duration of any youth activities. The Town must be notified in advance of the event of the names of the adult(s) who will fulfill this responsibility and it shall be the duty of the reserving individual to notify the Town of any changes in supervision.
- C. Request for use of the space must be made in a timely fashion and must be forwarded to the Town Manager at the Municipal Office Building, Lambs Mill Road, PO Box 1757, Naples, Maine, 04055.
- D. Applicants are advised to contact the Town Secretary at 693-6364 to see if the space is available during the period desired. The Secretary shall "pencil" in the request, however, no request will be considered approved until

the Town has received a signed facility use form (see form attached); the Town Manager or his/her designee has approved the request by signing the facility use form; and the Town has received the security deposit, if appropriate.

E. No verbal confirmation or "penciling in" of reservations may be construed as an approval or guaranteed reservation. An approved facility form or other written agreement constitutes a valid reservation of the facility, however, the Board of Selectmen reserve the right to abrogate an agreement when it deems that extenuating circumstances exist or it would be in the best interest of the Town. In this situation all deposits/payments made to the Town will be refunded in full.

F. The Town reserves the right to deny any person or organization the use or rental of the gymnasium and/or meeting rooms when, in the opinion of the Town, the use may jeopardize the safety of the public; such activities might overtax the capacity of the building, create an untenable traffic or parking situation; or when such use would not be in the best interest of the inhabitants of the Town of Naples.

G. The Lessee(s) or individuals(s) or groups(s) utilizing the space shall be liable for any damage to the gymnasium, meeting room(s), hallways, entrances or premises incurred during the period reserved. Damage must be reported to the Town Manager immediately. If damage occurs when the municipal offices are closed, damage should be reported by calling 693-6364 or 595-0310 and leaving a message, and in the case of an emergency call 911 immediately. No nails or screws may be driven or screwed into walls, doors or floors. Use of pushpins, thumbtacks and tape may be used in the gymnasium only. No items may be attached to the walls of the meeting rooms.

H. The Lessee(s) or individual(s) or group(s) utilizing the space shall be responsible for cleaning, picking up and removing any and all materials they wish to retain following an event; responsible for shutting off the heat and lights and securing the building after the event. It is the responsibility of the individual or groups using the space to make arrangement to pick up and return keys, if appropriate. Inspection shall be made by the Town after the event and shall determine whether the facility was restored to its original state. In the event that the users damaged the facility or failed to properly clean and remove all debris, the Town shall obtain an estimate of damage and/or engage custodial services and shall deduct the charges from the security deposit, and if necessary, shall charge the user(s) for any additional costs.

I. The Lessee(s) or individual or group utilizing the space shall be responsible for removing all trash from the gymnasium and/or meeting room(s) when the event is over.

J. Table and chairs may not be taken or used outside of the building without prior written approval of the Town Manager.

K. The Municipal Offices Building is a chemical free facility. No non-prescription drugs or alcohol shall be carried onto or utilized in any manner on the premises. Tobacco products may not be used inside the facility. The designated smoking area for the gymnasium is outside the front and rear doors. The designated smoking area for the meeting rooms is out the front door. Tobacco products shall be disposed of in the receptacles provided near these doors.

L. The Town of Naples Board of Selectmen reserves the right to waive or alter fees or regulations if the Board, by majority vote, agrees that such changes are in the best interest of the community. Such actions may include a waiver of fees for groups which have made a significant monetary donation and/or contribution of services to further Town activities.

M. The Town reserves the right to require any security measures deemed necessary by the Town Manager and/or Board of Selectmen.

## ***PROOF OF INSURANCE***

1. Any use of these facilities requires proof of insurance unless they are a Town sponsored event. Any group or individual(s) renting or using town facilities shall provide the Town with a certificate of insurance listing the Town as an **additional insured**. The insurance policy shall have limits meeting or exceeding \$400,000 per occurrence for causes of action pursuant to the Maine Tort Claims Act, and \$1,000,000 per occurrence

for causes of action pursuant to federal law or state law for which immunity is not provided under the Maine Tort Claims Act. The maximum limit of liability available per occurrence is \$1,000,000 regardless of number or types of actions. The liability policy shall have the following limits For public non-profit, not for profit groups, and local groups; the insurance shall be their insurance that includes general liability and property insurance. For individual groups and in some cases not for profit groups and local groups, the insurance shall be an additional insured extension for the Town to their homeowners insurance, event insurance, or other applicable policy that includes general liability and property insurance. See # 2 for exceptions to this clause.

2. If any group or individual is unable to provide the necessary certificate of insurance or is unable to provide a certificate of insurance naming the town as an additional insured, it shall be up to the Town Manager to determine if a waiver of this requirement may be granted. If the Town Manager cannot determine whether a waiver of insurance requirement should be granted, then the Town Manager and prospective rentor(s) or user(s) shall appeal to the Board of Selectpersons for the waiver. In determining whether a waiver should be granted, the Town Manager and Board of Selectpersons shall use the following criteria.
  - A. Determine whether the activities, number of participants, and safety measures that are going to be put into place; present a level of risk that the town is comfortable with; taking into account the following information.
    - a. There will be no alcohol involved;
    - b. There will be no high risk activities;
    - c. The number of participants or attendees at the event;
    - d. The event or activity fails within all other criteria of the Facility Use Policy;
    - e. Prospective Rentor(s) or user(s) has verified that there is no organizational coverage and/or he/she has been informed that homeowner's insurance will not extend coverage to the event. This may include proof in writing from the prospective rentor(s) or user(s) homeowner's insurance that such insurance extension is not available under their policy;
    - f. Prospective Rentor(s) or user(s) must sign an indemnification agreement indemnifying the Town of Naples in the event a claim arises due to the event or activity;
    - g. That a separate insurance policy covering the event would be cost prohibitive to actually holding the event or activity. (The town cannot and will not make this type of insurance available through its insurance carrier.) Prospective rentor(s) or user(s) must seek commercial carriers for this type of insurance;
    - h. Finally a determination that the activities or event the prospective rentor (s) or user(s) is contemplating does not expose the town to an unacceptable level of risk
    - i.

#### **Appendix A**

#### **Use of Municipal Officers Building, Meeting Rooms, Gymnasium, and Grange Hall as the Policy Applies to Dances for Minors**

In addition to any of the rules and regulations found in this policy, the following shall apply. Some of these rules found below may be redundant to the policy.

1. No dances are allowed in Town Facilities unless they are sponsored by the Recreation Department and approved by the Recreation Director;
2. A uniformed police officer must be in attendance at all times that is paid for by the sponsor;
3. Once a child leaves they may not re-enter and must leave Town Property;
4. No outside food or drinks allowed;
5. A significant number of chaperones are needed to have a dance. The Recreation Director will determine this number.
6. When making signs for dance, sponsors or their designees shall put the contact number for more information on any signs. The sign should clearly state not to call the Town Office with questions about this event, and no information will be given out by the Town Office Staff as it pertains to dances.
7. It shall be the responsibility of the sponsors of the dance to do any pre event cleaning and post event cleaning which shall include sweeping and mopping (with hot water only) and cleaning the kitchen if it is used.

8. Attendees must be signed in and signed out by an adult. If an attendee is going to be dropped off or picked up by another party, then designated responsible party must have a note from the guardian of the attendee. These notes shall be collected and checked during sign out.
9. Each attendee must bring their current student id in order to attend.
10. Dances shall not co-mingle elementary school children, middle school children, and high school children.
11. It shall further be the responsibly of the sponsors and all chaperones to make sure that the attendees are not in areas outside of the gymnasium, and that any equipment, and/or furniture is not disturbed.
12. Attendees who break rules will be asked to leave and parent/guardian will be notified.