



Recreation Facility and Land Scheduled Use Form

Town of Hampden

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www.hampdenmaine.gov
Look under town departments and recreation!



www.hampdenrecreation.com

Hampden Recreation Department
Mailing-106 Western Avenue
Physical-1 Main Road South
Hampden, ME 04444

Phone: 207-862-6451
Fax: 207-862-5067
E-mail:
recreation@hampdenmaine.gov

The facilities operated by the Town of Hampden Recreation Department shall be available for scheduled use by the public on a space available scheduled use basis subject to the conditions outlined below.

This agreement is made and entered into this _____ day of _____, 20_____, by and between the Town of Hampden Recreation Department, hereinafter referred to as "Town" and _____, hereinafter referred to as "User". Use agreement must be made by persons 18 years and older only. No oral agreements for use will be valid. All use must be confirmed by written use form, signed, and approved by Town staff. All requests for use must fall within the use window currently accepting requests as determined by the Town.

General

In consideration of the terms and conditions hereof, the Town has granted and User has accepted a right to use and/or occupy the following town owned space: _____.

Scheduled Use Period

User agrees that the Town premises described above are used for the express limited purpose of _____ for a term commencing at _____ o'clock am/pm on the day of _____ 20_____, until _____ o'clock am/pm on the day of _____ 20_____, provided that if any activity hereunder continues past the aforesaid time, the User shall be required to pay all additional use fees as determined by the Town (if applicable) prior to vacating the premises.

Scheduled Use Fee

User agrees to pay the Town a user fee of _____ per hour for all time reserved. User will be invoiced upon receipt of this form and payment is expected in full within 5 business days to confirm scheduled use. User fee is accepted in cash or check only. Payment arrangements may be available with non refundable \$300.00 deposit.

Scheduled Use Cancellation Fee

Cancellations must be made in writing by email to recreation@hampdenmaine.gov. Email is monitored 7 days per week and a reply will be provided acknowledging cancellation upon receipt. Please provide 24 hours advance notice when possible. Scheduled use requiring the need to cancel will have the option of rebooking an alternative scheduled use on a space available basis. If the scheduled use cannot be rescheduled the user is subject to the following cancellation fees.

1. Scheduled use cancelled 30 calendar days or more prior use date (or use date range) will receive 100% refund of use fee paid.
2. Scheduled use cancelled 15-29 calendar days prior to use date (or use date range) will receive 50% refund of use fee paid.
3. Scheduled use cancelled 14 calendar days prior or less full use fee will be retained by Hampden Recreation.

Other Terms and Conditions

User agrees that they shall at all times, insofar as the use premises are concerned, fully and promptly comply with all laws, ordinances, and regulations of any government or lawful authority having jurisdiction of the leased premises.

User agrees to permit no waste of the property but rather to take good care of the same and User further agrees that at the expiration of the use term, the User will quit and surrender possession of the premises in as good condition as received by the User, reasonable wear and tear expected. Any accidents, or damage during scheduled use should be reported to the building supervisor on duty immediately (if applicable) or reported by phoning the office (207-862-6451). Please leave a message if no answer.

Any underage user group should be properly supervised at all times during the use period. User group is expected to act appropriately while in the public setting as other Town business may be conducted concurrently in other areas of the premises, or premises may be located near abutting neighbors.

The User group shall assume all risks in connection with the activity to be conducted hereunder and shall be solely responsible for all accidents or injuries whatsoever of any nature of kind to persons or property caused by its use of these premises.

RELEASE

In consideration of the use of the premises of the Town of Hampden, Maine, the undersigned, acting for or on behalf of (Name of Group) _____, hereby releases the Town of Hampden, Maine, its officers, directors, and employees from any and all liability arising from, or associated with the existence of hazards of the buildings or premises, including the ways immediately adjoining and parking lots, and any and all liability associated with the activities or operations which are to be conducted by or on behalf of the above name group.

User has fully and completely read this Facility and Land Scheduled Use Form, has been given the opportunity to ask any questions, and understands and agrees to the terms and consequences thereof. User has been provided a Notification of Policies and Responsibilities, and Town of Hampden Recreation Department Fees Ordinance for reference.

ADDENDUM TO RECREATION FACILITY AND LAND SCHEDULED USE FORM

This addendum to the Town of Hampden's Recreation Facility and Land Scheduled Use Form is made in response to the state of emergency caused by the COVID-19 pandemic, recommendations by the CDC, and the executive orders and proclamations issued by the Governor.

1. Social distancing and other protective measures. All Users are responsible for maintaining proper social distancing and using other protective measures (such as face masks) during events as required by federal, state, and local law.
2. Sanitizing Fee. All Users shall pay a fee of _____ DOLLARS (\$_____.00) to pay for the cost of sanitizing the facility after use. Daily fee assessed will depend on facility, use area, and needs frequency.
3. Release and Indemnification. User understands and agrees that use of the facility may expose User or its invitees and licensees to the COVID-19 virus. In consideration of the use of the premises of the Town, the User hereby waives and releases all rights and claims against the Town of Hampden, its officers, employees, agents, volunteers and supervisors from all losses, injury, illness, damages, fees and other expenses arising out of, or in connection with use of the facility, including exposure to the COVID-19 virus. Furthermore, User agrees to indemnify the Town for any and all liabilities, obligations, suits, actions, claims, orders, losses, judgments, damages, or reasonable attorneys' and paralegal fees incurred or suffered by the Town, entered against the Town, or asserted against the Town, arising out of the agreement to use Town premises, including, but not limited to, claims of exposure to COVID-19. User shall maintain, at its expense, general liability insurance in an amount acceptable to the Town with a company authorized to do business in the State of Maine for the protection of the Town, who shall be named as an additional insured, against all claims, losses, costs or expenses arising out of use of the Town's premises.

Notification of Policies and Responsibilities

General

- Contact person must be present at all times while use is taking place, and must stay until all persons using have left the schedule premises. Contact is responsible to make certain all premises rules are adhered to by user group.
- Alcoholic beverages and/or smoking/vaping of any kind are prohibited on the grounds of the Skehan Recreation Center and all Town of Hampden athletic and park facilities.
- This use agreement is limited to the start/end times specified in the use form. Extension of use times will not be allowed. No refunds will be issued for time not used.
- User groups are responsible for general clean up of the schedule use space. This shall include putting away tables and chairs, removing any decorations/signage and stowing all waste in trash cans. Care should be taken with decoration/signage to protect building/facility surfaces from damage.
- Any set up completed by the Recreation Department in an advance of any event will be assessed an additional set up fee of \$50 per day set up is required.
- User group will be responsible for making certain all persons are dressed in proper attire. Shirts must be worn at all times.
- The Town of Hampden Recreation Department is not responsible for lost or stolen items.
- User groups will be financially responsible for any damages occurring during the use.
- Parking will occur in designated parking lots/parking spaces only.
- Children must be supervised at all times.
- Unsportsmanlike conduct or profanity will not be tolerated.

Skehan Recreation Center

- A building supervisor will be onsite for all use requests at the Skehan Recreation Center.
- There is no public Wi-Fi connection available.
- User group agrees to provide a copy of the Certificate of Insurance showing acceptable insurance coverage of the user group during the time period of use at the Skehan Recreation Center (where applicable/required) and naming the Town of Hampden/Skehan Recreation Center as certificate holder, in advance of the use commencing.
- Locker room space may be available for use. Users must provide their own locks. Inquire with staff for availability.
- Basketball hoop height is set at 10 ft. and not adjustable. Center hoops and one side hoop are fixed and do not retract. Hoop Extensions may be available for an additional fee. Please inquire in advance of use.
- No food or drink allowed in the Allen Room.
- No shoe grip products are allowed to be used on gym floor.
- Gym shoes should be clean and dry, to minimize wear on the gym floor, and keep court surface clean.
- Use of tape (of any kind) on the gym floor is not allowed! If you need to cover a cord we have rugs.
- No Blocking of Emergency Exits.
- Skehan Center will open 15 minutes prior to scheduled general use, 30 minutes prior to scheduled game use. User groups should not arrive any earlier and will not be allowed to use the requested premises prior to the scheduled use time.
- Scheduled use will include use of tables and chairs as available.
- Scheduled user will provide their own first aid supplies, including ice.
- Scheduled user will provide their own balls, pinnies, cones etc.
- Scheduled use will include use of the building scoreboard and control panel if required. Please inquire in advance of use.
- Scheduled use will not be available for use on any Town of Hampden holiday.
- Weekend scheduled use minimum of 2 hours in effect.
- User group must vacate promptly at end of scheduled use time. Do not go over your time slot. Scheduled use may be back to back.
- Balls are not allowed in lobby.
- No dunking or hanging on the rims.
- No cleated or black soled shoes that mark the floor allowed.
- No outdoor baseball or softball use in the gym space. Softie balls or whiffle balls may be used.
- No animals allowed.

Skehan Center Party Use

- Party use will include private gym use for 2 hours and a party room. A complimentary 30 minute set up and 30 minute clean up are included at no additional fee.
- Party use may be requested no more than 3 weeks in advance of the date you are looking for.
- No Balloons or confetti allowed at the Skehan Recreation Center.
- If you are planning on having a piñata, please consult staff on duty before hanging.
- Outside food and drink may be brought in for party use. Food and drink should only be consumed in the party room. No cooking facilities, or food refrigeration/freezer space available.
- Scheduled use will include use of tables, chairs, and some gym equipment as available.

Skehan Center Concessionaire

- The Hampden Recreation Department and Skehan Recreation Center reserves the right to operate concession at the Skehan Center premises exclusively.
- All in-house concession proceeds will be retained by the Town of Hampden/Hampden Recreation Department/Skehan Recreation Center.
- Concession stand area/equipment is not available for scheduled use, nor included in any paid scheduled use.
- Permission may be requested by User to provide own concession sales. Each request will be handled on a case by case basis. Requests must be made at time of agreement. User fee may vary for those providing on concession.

Notification of Policies and Responsibilities

Tournament Host General Responsibilities

- Contact person must be present at all times while use is taking place, and must stay until all persons using have left the schedule premises. Contact is responsible to make certain all premises rules are adhered to by user group.
- This use agreement is limited to the start/end times specified in the use form. Extension of use times will not be allowed. No refunds will be issued for time not used.
- User groups are responsible for general clean up of the schedule use space. This shall include putting away tables and chairs, removing any decorations/signage and stowing all waste in trash cans.
- Any set up completed by the Recreation Department in an advance of any event will be assessed an additional set up fee of \$50 per day set up is required.
- User group will be responsible for making certain all persons are dressed in proper attire. Shirts must be worn at all times.
- The Town of Hampden Recreation Department is not responsible for lost of stolen items.
- User groups will be financially responsible for any damages occurring during the use.
- Parking will occur in designated parking lots/parking spaces only. Parking is shared with other tenants. Church services are held on Sundays at 9 am and 10:30 am, and church members will be utilizing the shared parking lot.
- Children must be supervised at all times. Instructors/Coaches should not be bringing children that are not being attended to.
- Unsportsmanlike conduct or profanity will not be tolerated. Tournament Host is responsible for all discipline related to tournament activities.
- Tournament must provide own first aid supplies and ice for injuries. This is not the responsibility/expense of the Skehan Center.
- The Skehan Center does not provide drinks or snacks at no cost to officials during tournament rentals. Tournament host should make advance arrangement for payment of these additional expenses.
- Tournament should make certain to have enough change and admission supplies. Skehan Center will not make change or provide admission supplies to tournament host.
- The Skehan Center does not provide charging stations for electronic devices.

FEE ORDINANCE

Article 6

Amended 3/21/2017

Recreation Fee Waiver Policy: Any person interested in any Hampden Recreation program that feels they do not have the financial means to afford the full fee shall receive a waiver at the sole discretion of the Recreation Director. Full or partial fee waivers may be given as determined by financial need and the recreation program for which the waiver is requested.

Program Fees:

6.2.1 Kid's Kamp	\$140.00-\$160.00/full week
6.2.2 Kid's Korner AM Program	\$8.00-\$11.00/day
6.2.3 Kid's Korner PM Program	\$12.00-\$15.00/day
6.2.4 Kid's Korner Half Day Program (12-6 PM)	\$25.00-\$30.00/day
6.2.5 Kid's Korner Full Day Program (7 AM-6 PM)	\$40.00-\$45.00/day
6.2.6 Team Sport Resident (depend on session length)	\$40.00-\$50.00
6.2.7 Team Sport Non Resident (depend on session length)	\$45.00-\$55.00
6.2.8 Program Registration Late Fee (per person, per program)	\$10.00

Skehan Recreation Center Fees:

(all requests subject to availability and require advance written reservation contract and payment)

6.3.1 Gymnasium Use-1/2 Gym	\$25.00-\$40.00/hour
6.3.2 Gymnasium Use-Full Gym	\$50.00-\$75.00/hour
6.3.3 Allen Fitness Room Scheduled Use	\$25.00-\$40.00/hour
6.3.4 Interior Classroom Scheduled Use	\$25.00-\$40.00/hour
6.3.5 Gymnasium Use-Full Day	negotiated at contract
6.3.6 Allen Fitness Room Scheduled Use-Full Day	negotiated at contract
6.3.7 Interior Classroom Scheduled Use-Full Day	negotiated at contract
6.3.8 Affiliated Program Scheduled Use-1/2 Gym	negotiated at contract
6.3.9 Affiliated Program Scheduled Use-Full Gym	negotiated at contract
6.3.10 Gymnasium Use-Multi Day/Multi Week	negotiated at contract
6.3.11 Private Party Scheduled Use 2 hours full gym and classroom	\$100.00-\$150.00

Reserved Outdoor Play Field/Space Scheduled User Fees: Ball Field of Soccer Field

(all requests subject to availability and require advance written reservation contract and payment)

6.4.1 Single Field, Single Game-Resident	\$25.00
6.4.2 Single Field, Full Day-Resident	\$50.00
6.4.3 Single Field, Multi Day/Multi Week-Resident	negotiated at contract
6.4.4 Affiliated Program Scheduled Use	negotiated at contract
6.4.5 Single Field, Single Game-Non Resident	\$50.00
6.4.6 Single Field, Full Day-Non Resident	\$100.00
6.4.7 Single Field, Multi Day/Multi Week-Non Resident	negotiated at contract
6.4.8 Single Field, Use of Lights	\$15.00 per event

Notification of Policies and Responsibilities

I acknowledge that I have been advised of the following policies during my scheduled use and guarantee my user groups adherence to the above policies and responsibilities.

What responsibilities will the user group have? (maintenance, facility/field set up/clean up, supply purchases, utilities, trash removal, portable toilet rental, town employee staffing costs etc.): _____

Requesting Concession Stand for Scheduled Use at Skehan Center: Yes No

Concession Stand to be provided by: Hampden Recreation/Skehan Recreation Center Scheduled User Group (requesting permission)

Authorized Signator: _____ **Date:** _____

Organization Representing: _____ Title: _____

Mailing Address: _____

Phone: _____ Email Address: _____

Contact Person in charge of schedule use time: _____

Contact Email Address: _____ Contact Phone: _____

Contact Mailing Address: _____

Town Official Signature: _____ Date: _____ Title: _____

For Office Use Only **Amount Paid:** _____ **Cash/Check #:** _____ **Date:** _____

Other: