

## *TOWN OF ROCKPORT, MAINE*

### *RULES & REGULATIONS REGARDING USE OF TOWN OWNED PARKS AND PROPERTIES BY PRIVATE GROUPS*

(Parks/Property in Rockport include: Rockport Marine Park – including Kononen Park, Cramer Park, Goodridge Park, Mary Lea Park, Village Green & Honor Roll Park, Walker Park, Glen Cove Park)

**APPLICATION REQUIRED:** A private party, group or organization using Rockport Park Facilities for an assembly, group activity or organized event must obtain written permission from the Rockport Rental Agent. If the use involves one or more of the following: a) twenty-five (25) or more people; b) erection of a temporary structure, e.g. a tent (permit required); or c) service of alcohol. Request for permission shall be submitted in writing in a form prescribed by the Town not less than 30 (thirty) days prior to the event and shall be accompanied by the required fee and damage deposit

**REQUIRED FEES AND DEPOSIT:** The Select Board shall from time to time establish a fee and damage deposit schedule, which shall be kept on file at the Office of the Town Clerk.

**NON-EXCLUSIVE USE:** Permission granted under these Regulations shall be for the non-exclusive use of the Facility and it does not entitle the applicant to exclude members of the public from the Facility.

**EVENT DURATION:** The permitted assembly, activity or event shall not exceed five (5) hours in duration. A combined setup and breakdown time to be determined by the Rockport Rental Agent and /or Code Enforcement Officer. All events shall end by 10:00 p.m.

**DAMAGE/ DEPOSIT:** The Town may retain all or a portion of the damage deposit as reimbursement for any damage to Town property, any necessary clean-up costs or any other costs incurred by the Town in connection with the use of the Facility. Any costs incurred by the Town in excess of the deposit shall be paid by the applicant upon receipt of a bill from the Town.

**CLEAN UP OF FACILITY:** The applicant shall be responsible for leaving the facility in a condition commensurate with the condition at the time the use began. Judgement as to conditions at the Facility both before and after the event shall be at the sole discretion of the Rental Agent or her designee. The applicant will be responsible for all clean-up activities. If the clean-up activities are not sufficient, and the applicant refuses or neglects to initiate and/or complete clean-up activities after being asked to do so, the Town will conduct the clean-up activities and charge a fee of \$30.00 per man hour for all such activities plus retention of the damage deposit.

**ALCOHOL:** If alcohol will be served, the applicant shall engage a licensed caterer. The caterer of the event shall inform the Town Clerk before the event and shall provide proof that all State and local licenses and permits necessary for the serving of alcohol at the event are in place.

**POLICE PRESENCE:** Events with fifty (50) or more people in attendance may require the presence of a Rockport Police Officer, who shall be assigned by the Rockport Police Chief. A fee shall be charged the applicant for the police coverage and invoiced by the Rockport Police Department.

**FIRE REGULATIONS/TOWN CODE:** The applicant shall not have open fires without prior approval from the Fire Chief. If applicant has any questions, they should contact the Fire Chief.

**FIREARMS:** The possession and use of firearms is prohibited. Any questions, please contact the Chief of Police.

**LIABILITY:** The Town, its officers, agents and employees shall not be liable for any injury or damage to any person or property occurring at or in connection with the assembly, activity or event, which has been permitted under the terms of these Regulations. The permit holder agrees to defend, indemnify and hold harmless the Town, its officers, agents and employees from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind or nature by and on behalf of any person or entity, arising out of any injury or damage alleged to have been suffered at or in connection with the assembly, activity or event which has been permitted under the terms of these Regulations.

**ASSIGNMENT:** Applications issued pursuant to these Regulations are for the specific event; time and place listed on the application and are not transferable or assignable to any other person, group or other entity.

**TERMINATION OF ACTIVITY:** The Town Manager, Chief of Police or their designee may order the immediate termination of the assembly, activity or event that is the subject of a permit issued hereunder if the permit holder is in violation of the terms of the permit or any State or local statute, ordinance or regulation. Upon such termination, all activities by the permit holder shall cease and all equipment, furnishings and other material shall be removed from the Facility. The Facility shall be cleaned forthwith.

**SOUND:** Amplified music or sound is allowed after review by the Chief of Police.

**INSURANCE:**

- a. The applicant must provide a Certificate Liability Insurance in an amount to be determined by the Town and it must name the Town as additionally insured. (Certificate of Liability Insurance is usually available through a Home Owners' policy.)

- b. If alcohol is being served, the caterer must provide a Certificate of Liquor Liability Insurance in an amount to be determined by the town and must name the Town as additionally insured.

UTILITIES: The applicant shall obtain approval from the Rockport Rental Agent before using any utilities that may be available at the Facility and may be required to pay an additional charge for such use.