

# *Town of Readfield*

## *Asa Gile Hall 2<sup>nd</sup> Floor Use/Rental Agreement*

Asa Gile Hall is an 1832 building owned by the citizens of the Town of Readfield and is the seat of municipal government for the Town and is known as the Town Office. The second floor of the building lends itself for use by government entities, non-profit\*\* organizations and for-profit organizations.

The second floor is one large room and is accessible to the handicapped by means of an elevator and a handicap accessible restroom on the 2<sup>nd</sup> floor. There is also a large stage and a small kitchen facility. Parking is available within the parking lot or along Old Kents Hill Road as well as in the Town-owned lot across Route 17.

The first floor of Asa Gile Hall is used for municipal services and is not available for rental.

The second floor is available for use in order of priority as follows:

- ❖ **Select Board and subordinate boards and committees of municipal government.** The Select Board or one of the subordinate boards or committees may find it necessary to “bump” a non-municipal group that has reserved the second floor space, in the event that the second floor space is needed by them on the date for which it has been reserved by the non-municipal group.
- ❖ **Non-profit\* organizations** whose membership is primarily composed of **Readfield residents.**
- ❖ **Non-Readfield governmental entities.**
- ❖ **Non-profit\* organizations** whose membership is composed primarily of **non-Readfield residents**
- ❖ Organizations or individuals who are **sponsoring a for-profit event.**

An individual or organization, the "user", who reserves the second floor will be responsible for ensuring that the terms and conditions of this agreement are followed and assume liability for any damage done to the building and grounds.

The user agrees to the following terms:

1. The user will be responsible for maintaining a safe environment and will be held liable for unsafe practices that result in litigation. The Town of Readfield will not be liable for any accidents or incidents occurring during the use of Asa Gile Hall except for Town business.
2. The premises may not be used for any illegal purposes.
3. Repeat use may be denied to any group which has not demonstrated appropriate conduct and care.
4. Application for use of the second floor is to be made through the Town office.
5. A key for admittance may be secured from the Town office. Asa Gile Hall shall be locked at the conclusion of an activity if the activity for which the second floor is to be used ends after normal Town Office business hours. The key shall be deposited in the mailbox immediately after use. A key that is not returned to the

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- Town Office shall result in a \$10 fee plus any costs, which might result from re-keying the building. The Town Office will not give out a key over night to any organization or individual without expressed permission of the Town Manager.
6. The user shall be responsible for immediately returning the second floor to the same condition it was in prior to its use. Failure to meet this condition shall result in the loss of some or all of the \$25 security deposit, at the discretion of the Town Manager.
  7. The user shall not puncture the walls and wooden surfaces of the second floor in any way by the use of thumbtacks, tape or other objects or in any other way deface or mark the building or grounds.
  8. The user shall pay the security deposit, rental fee, if any, and complete the "Agreement for Use of Asa Gile Hall" at the time the second floor is reserved. In the event the scheduled activity is cancelled or another priority takes precedence for the use of the second floor, the security deposit and rental fee shall be returned. Security deposits or portions thereof shall be returned within 30 days of satisfactory inspection of the premises following a rental.
  9. Smoking is prohibited in Asa Gile Hall.
  10. Alcohol of all types is prohibited on Town premises.
  11. As per fire code, a 99-person limit max is allowed without tables; a 49-person limit max is allowed with tables.
  12. As a condition for using the second floor of Asa Gile Hall, all users shall sign a Release and Indemnification for Liability on Town of Readfield Property.

The fees for renting the second floor of Asa Gile Hall shall be as follows:

1. All rentals shall be subject to a refundable \$25 security deposit, exclusive of municipal users.
2. Select Board and other municipal boards and committees of the Town of Readfield: free.
3. Non-profit\* organizations whose membership is composed mostly of Readfield residents: free.
4. Non-Readfield governmental entities: free
5. Non-profit \* organizations whose membership is composed mostly of non-Readfield residents: \$25 per four hours; \$50 per eight hours or longer per day. \*\*
6. Organizations or individuals who intend to charge admittance and earn a profit: \$50 per four hours; \$100 per eight hours or longer day.\*\*
7. Non-resident applicants may be approved at the discretion of the Town Manager or his designee.

\* "Non-profit" shall mean organizations that either make no charges, or cover only out of pocket expenses.

\*\* Waiver of fees for use of Asa Gile Hall may be made at the discretion of the Town Manager or designee.

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*Non-Profit Organization Name:* \_\_\_\_\_

<input type="checkbox"/> <i><b>Mun. Bd/Comm</b></i>	<input type="checkbox"/> <i><b>Non Prof/Read Res</b></i>	<input type="checkbox"/> <i><b>Non Prof</b></i>	<input type="checkbox"/> <i><b>Govt.</b></i>	<input type="checkbox"/> <i><b>Profit</b></i>
<i><b>Free</b></i>	<i><b>Free</b></i>	<i>\$25/4 Hrs-</i>	<i><b>Free</b></i>	<i>\$50/4 Hrs</i>
		<i>\$50/8 Hrs+</i>		<i>\$100/8 Hrs+</i>
<input type="checkbox"/> <i><b>Security Deposit \$25</b></i>				

*Contact Person for said Organization:* \_\_\_\_\_

*Mailing Address:* \_\_\_\_\_

*Tel #:* \_\_\_\_\_

*Date Requesting:* \_\_\_\_\_ *Time:* \_\_\_\_\_

*Brief description of event/use:* \_\_\_\_\_

\_\_\_\_\_

*I have been provided with/read and understand the Agreement/Use Guidelines and agree to abide by all said guidelines/restrictions.*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*

# ***Town of Readfield***

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### ***Release and Indemnification***

#### ***For***

### ***Liability on Town Property***

*In consideration of the Town of Readfield, Maine permitting the undersigned to use or occupy the second floor of Gile Hall, for the following purpose:*

*\_\_\_\_\_ , on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and in addition to such other consideration as may be agreed, the undersigned hereby releases and forever discharges the Town and its officials, agents and employees from all suits, claims and demands whatsoever, including for negligence, which he or she or his or her heirs or assigns may ever have for any personal or bodily injury, death or property damage arising out of or resulting from, in whole or in part, activities during the use of the premises as described above.*

*The undersigned further agrees, for him or herself and his or her heirs and assigns, to defend and indemnify the Town and its officials, agents and employees against all such suits, claims and demands by any third party, including invitees and others, and to save them forever harmless there from, and upon demand, to obtain liability insurance in a form and amount satisfactory to the Town.*

*The undersigned hereby acknowledges that he or she has read and understands this release and Indemnification, and that if he or she is signing on behalf of another person or entity, he or she is authorized to do so and that such other person or entity intends to be fully bound hereby.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

For: \_\_\_\_\_

Before me, \_\_\_\_\_  
Witness Signature