

CITY OF BATH, MAINE
APPLICATION FOR USE OF CITY PARK

Revised: November 17, 2014

NAME OF PERSON APPLYING: _____

ADDRESS: _____ CITY _____ STATE _____ ZIP _____

EMAIL ADDRESS: _____ PHONE: _____

ORGANIZATION: _____ PROFIT: _____ NON-PROFIT: _____

NAME OF PERSON in charge with binding authority for the Organization and/or

Corporation: _____ Phone: _____

PARK REQUESTED (check one): City Park Gazebo _____ or Waterfront Park _____

Date of Event: _____ Number of Days Required: _____ Time: _____

SHORT DESCRIPTION OF AND/OR PURPOSE FOR EVENT and number of people attending:

_____ # of people: _____

Will electricity be needed? YES _____ NO _____

Will water be needed? YES _____ NO _____

DAMAGE DEPOSIT (IF APPLICABLE) _____ n/a unless directed _____

DO YOU INTEND TO SELL FOOD: YES _____ NO _____

(If yes, you must apply for a Victualer's License & a Sidewalk Vending Permit. Please call the City Clerk's Office for Details at 443-8332).

VICTUALERS LICENCE #: _____

PROOF OF INSURANCE (IF APPLICABLE) _____ CERTIFICATE #: _____

PLEASE RETURN THE COMPLETED APPLICATION AND AGREEMENT TO:

CEMETERIES & PARKS DIVISION
1 OAK GROVE AVE
BATH, MAINE 04530

PLEASE RETAIN THE RULES AND REGULATIONS

.....
FOR OFFICIAL USE

APPROVED: _____ FEE (RESIDENT): _____ PAID: _____

DISAPPROVED: _____ FEE (NON-RESIDENT): _____ PAID: _____

DIRECTOR'S SIGNATURE or Designee

DATE

AGREEMENT
FOR USE OF A CITY PARK AREA

This Agreement by and between the City of Bath and the user designated hereunder, is for the purpose of determining and defining the use of the park area by the said designated user, said use being subject to the following terms and conditions:

1. Identification of User/Authority

The following party or parties is/are the designated users under the terms of this Agreement.

The contact person, if different from the above defined user or instances where the user is an organization, corporation or other entity other than an individual, is as follows:

In instances where the user is an organization, corporation or entity other than an individual, the person signing on behalf of such organization, corporation or other entity, hereby acknowledges that they do so with the full authority to bind said organization, corporation or other entity to the terms and conditions of this Agreement.

2. Term

The term of this agreement is as follows:

3. Charges

All charges for use of the park facility are as follows:

Use of Gazebo and/or Park – Resident	\$ 50.00
Use of Gazebo and/or Park – Non-resident	\$150.00

All charges are payable in advance of use and at time of execution of this Agreement. Please make check payable to: City of Bath and mail with the application. Or, you may pay by credit card by calling 443-8345.

4. Damage Deposit

The damage deposit of \$ n/a unless directed is required. This is to be paid prior to the commencement of the use. The City reserves the right to retain any or all of the damage deposit for any damages, any necessary cleanup activities or any other costs or expenses associated with the use of the park by the designated user. Any costs or charges for damages over and beyond the damage deposit shall be paid by the designated user, and the damage deposit shall not be considered a waiver of any other additional charges that may accrue.

5. Use

The premises shall be used for the following specific purposes:

The use of the premises is restricted to the above designated use and shall be used for **no** other purpose whatsoever.

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6. Use of Specific Portions of the Park Area

The users are restricted to the following specific park area:

7. Condition of Premises/Cleanup

Each user, whether organization, group or individual shall be responsible for leaving the park in a condition commensurate with the condition found at the time of commencement of use. Judgment as to the condition shall be at the exclusive discretion of the Director of Cemeteries & Parks. The user will be initially responsible for all cleanup activities. If the cleanup activities are not sufficient, and the user refuses or neglects to initiate and/or complete the cleanup activities after being so notified by the Director, the City will conduct the cleanup activities and will charge the user Fifteen (\$15.00) Dollars per man hour for all such cleanup activities.

7a. No Nails, Screws, Tape or Stakes

No nails, screws or tape are to be used on the premises of the City Gazebo.

No tent stakes in any of our parks as there are underground piping and cables.

8. Utilities

All arrangements for electrical service and/or water require the advance approval of the Director. The cost of any such service shall be borne exclusively by the user and the user shall hold the City harmless for any cost or liability arising therefrom.

9. Alcohol/Tobacco Products/Firearms

9a. NO liquor or alcoholic beverages of any kind will be allowed on the premises.

9b. NO tobacco products, at any time, at or within twenty five (25) feet of all parks and outdoor recreation facilities owned and/or maintained by the City of Bath. See City Ordinance, Chapter 10. Public Safety, Article 4.

9c. The possession and use of firearms, unless specifically allowed and approved by the Director of Cemeteries & Parks in advance, **is strictly prohibited.**

10. Fire Regulations/City Codes

The user understands and agrees that any and all times when the park area is in use, or otherwise occupied, all fire regulations as well as all other applicable City Codes and Ordinances shall be enforced and strictly adhered to.

11. Fund Raisers.

In instances where the use of the park area is for the purpose of raising funds for whatever purpose, public or private, that fact shall be made known to the Director of Cemeteries and Parks and noted hereunder:

12. Liability.

The City **shall not** in any event be liable for any injury or damage to any property or person happening, on or about the City Park premises or for any injury or damage to the premises or to

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any property of the user or any other person located therein. The user shall indemnify and save the City harmless from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind or nature, including reasonable counsel fees, by or on behalf of any person, party or governmental authority whatsoever, arising out of any accident, injury or damage that shall happen in, upon or about the park area or a common area during the period of use.

13. Insurance.

The Director of Cemeteries & Parks, under authority granted by the City Council of the City of Bath, may require proof of liability insurance. If such insurance is required, and the amount of that insurance, an indication is made hereunder:

14. Assignment.

This agreement is for the specific purposes designated herein and applies to the area specified above. This agreement may not be transferred to any other person, corporation, group or other entity or may it be applied to any other park area other than that specified hereunder.

15. Nature of User's Interest.

Both parties hereto recognize that the user's interest in and to a specified park area constitutes a mere license revocable at the will of either party and accordance with the terms and conditions of this agreement. No interest in the land is contemplated under the terms of this agreement nor is any interest being transferred by the City of Bath.

16. TERMINATION OF USE

The use of the premises specified above may be terminated by the Director of Cemeteries & Parks, or the City Manager, if the user is found to be in violation of any of the terms and conditions of this agreement. Upon such termination, all activities by the user will cease, all equipment, furnishings and other material will be removed from the park forthwith, and the park rendered back to the same condition as at the commencement of the use.

17. CANCELLATION POLICY

Use of the Park is at the User's risk. No refund will be given in the event of rain, snow storm, or any other weather or other anomaly. If an event is canceled 14 days ahead of the scheduled date a refund is due to customer at the discretion of the Director of Cemeteries & Parks.

18. PLEASE NOTE

Use of the City's Parks is at the User's risk. We cannot prevent the public from having access to our parks.

CITY OF BATH

This agreement made this _____ day of _____ 20_____

BY: _____
DIRECTOR OF CEMETERY & PARKS SIGNATURE or Designee

BY: _____
USER SIGNATURE

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RULES AND REGULATIONS
GOVERNING USAGE OF PARK AREAS

Revised 1/28/2013

The following Rules and Regulations are promulgated by the City Council of the City of Bath to govern the use of City Parks for special purposes by organizations or individuals:

1. APPLICATION. Application will be made to the Director of Cemeteries and Parks for the use of any City Park area. Such application shall be in a following information:

- (a) Name of the group, organization or individual applying for the use of the park;
- (b) Name, address and telephone number of a person duly authorized by the organization or group to apply for use;
- (c) Type of use applied for;
- (d) Duration of use;
- (e) Whether there is any necessity for electrical service and/or water hook-up for the proposed use;
- (f) Proper licensing/permits if food is to be sold
- (g) Such other and further information as Superintendent deems necessary and appropriate.

2. CHARGES. Charges for the use of the park facility will be in accordance with the following:

- (a) Non-profit Bath organization or Bath individuals utilizing the park for a non-profit purpose at **NO CHARGE.**
- (b) Profit making organization or groups or out of town non-profit corporations or individuals as follows: \$50.00 per hour with a minimum charge of \$50.00 up to a maximum of \$150.00 per day.
Such fees shall be payable in advance of use.

Use of the Gazebo and/or Parks:

- **\$50.00 for residents of the City of Bath per event**
 - **\$150.00 for non-residents of the City of Bath, including out-of-town non-profit and profit organizations per event.**
 - **There is no charge for an event by a City of Bath non-profit organization for a non-profit purpose.**
- (c) Any park usage which directly results in a need for additional City services or personnel may require payment of an amount equal to the cost of such additional services or personnel. This may include, but is not limited to, traffic control, maintenance of order, placing or removal of barriers, etc. This amount shall be determined by the Department head of the Department or Departments involved in providing these services and/or personnel and shall be reviewed by the Director of Cemeteries & Parks and the City Manager. This charge is to be levied over and above any other fee or charge for park usage.

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3. **ADMINISTRATION** The park usage shall be administered by the Director of Cemeteries & Parks and he shall have authority to grant or deny a particular organization, group or individual usage of City Parks. Any determination of usage made by the Director shall be appealable to the City Council. The Director shall have authority to grant usage for up to a maximum of three (3) days. Any usage of the City Parks in excess of three (3) days shall require prior approval of the Bath City Council.

4. **DAMAGE/DAMAGE DEPOSIT** Each organization, group or individual shall assume full and complete responsibility for the condition of the park upon the termination of their use and shall bear complete and full responsibility for the repairing of any damage to the park facility or any furnishings, equipment or appurtenances located therein. In instances where he deems it appropriate, the Director shall have authority to require a damage deposit, said damage deposit to be paid in advance of commencement of the use and to be in addition to any charges for actual use of the park. The cost to the City of Bath of repairing any damage may be deducted from any such damage deposit, and the user shall be responsible to the City for any cost of repair exceeding the amount of deposit.

5. **CLEAN-UP.** Each user, organization, group or individual shall be responsible for leaving the park in the same condition in which it found the park at the time of commencement of use. This specifically means that the user will be responsible for all clean-up activities. If the use does not sufficiently clean up the facility after any function and any user who refuses or neglects to initiate and/or complete the clean-up, after being so notified by the Director, will be responsible to the City of Bath for a fee of \$15.00 per man hour for all clean-up activities conducted by the Cemeteries and Parks Division.

6. **ELECTRICAL SERVICE/WATER.** Arrangements for electrical service and/or water require the advance approval by the Director. The cost of any such service shall be borne exclusively by the user and the user shall hold the City harmless from any cost or liability arising there from.

7. **LIABILITY.** The City shall not in any event be liable for any injury or damage to any property or person happening on or about the City Park premises, nor for any injury or damage to the premises, nor to any property of the user or any other person located therein. The user shall indemnify and save the City harmless from and against any and all liabilities, losses, damages, suits, penalties, claims and demands of every kind or nature, including reasonable counsel fees by or on behalf of any person, party or governmental authority whosoever, arising out of any accident, injury or damage what shall happen in, upon or about the park area or a common area, during the periods of use.

8. **INSURANCE.** The user in instances where the Director deems it appropriate due to the nature of the use or intensity of the use, may be required to provide proof of liability insurance satisfactory to the Director and the City Manager.

RETAIN FOR YOUR RECORDS