



Complete and Return to:  
 Town of Raymond  
 Attn: Town Clerk  
 401 Webbs Mills Road  
 Raymond, Maine 04071

Include copies of the following:  
 Proof of Insurance  
 Public Safety - Parking & Traffic Approval  
 Liquor Permit (if applicable)

## PUBLIC PROPERTY USE AGREEMENT

Date of Application \_\_\_\_\_

Name of Organization/Applicant \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. (w) \_\_\_\_\_ (h) \_\_\_\_\_

Address \_\_\_\_\_

Date(s) Desired \_\_\_\_\_ Hour(s) \_\_\_\_\_ to \_\_\_\_\_

Event Name \_\_\_\_\_

Event Location \_\_\_\_\_ Estimated # parking spaces needed \_\_\_\_\_

No. of people attending Youth \_\_\_\_\_ Adults \_\_\_\_\_ = \_\_\_\_\_

Will there be an admission charge? \_\_\_\_\_ \$ \_\_\_\_\_

**TERMS AND CONDITIONS:** The undersigned hereby makes application to the Town of Raymond for use of public property and certifies that the information in the application is correct. The undersigned agrees to exercise the utmost care in the use of the property itself, the surrounding property, and to hold the Town, its officers, employees, and agents, harmless from all damages, liabilities, injuries or losses to persons or property resulting from use of the facilities. The applicant agrees to adhere to all rules and regulations on this form.

A new application must be filed each calendar year for recurring annual events.

Applicants must provide adequate chaperones, for any function that is attended by any person under the age of 18 years, as well as private security, public safety and/or police coverage as determined by the Town. See Parking and Traffic Control below.

Size of the gathering determines conditions of approval as follows:

- If the event is expected to draw 150 people, or fewer, then application must be received in its entirety at least one month prior to event date and will be reviewed and approved by the Town Manager.
- If the event is expected to draw more than 150 people, the application must be received in its entirety at least two months prior to the event date and will require additional approval by the Select Board, at a regularly scheduled Select Board Meeting.

All events will also require the approval of any responsible town committee charged with care of public lands, which will be arranged by the Town Manager. Representatives of the applicant group may be required to attend public meetings and make presentations to involved town committees and/or the Select Board as determined by the Town Manager.

**PARKING AND TRAFFIC CONTROL:** All local and state traffic controls and parking regulations/signs must be observed. Right of way for emergency vehicles must be kept open at all times and event approval must be obtained from the Public Safety Department, including the possibility of providing ambulance coverage on site. The Town of Raymond reserves the right to tow or remove any vehicle from a public event when that vehicle is found to be in violation of local and state traffic rules or parking signs.

**INSURANCE:** During the full term of this agreement, the applicant shall secure and maintain, at its sole expense, Commercial General Liability Insurance written on an occurrence basis with limits no less than \$1,000,000.00 combined single limit per occurrence and \$2,000,000.00 aggregate for personal injury, bodily injury, and property damage. The Town will be named as an additional insured party. Nothing in this Agreement does, nor is intended to waive, any defense, immunity or limitation of liability which may be available to the Town under the Maine Tort Claims Act pursuant to the provisions of 14 M.R.S.A. § 8101 et seq. or any other privileges or immunities as may be provided by law.

If the applicant does not have Commercial General Liability Insurance, they must obtain Special Events Insurance Coverage through their insurance carrier in the amounts outlined above. In any case, the applicant must provide a Certificate of Insurance evidencing the required insurance before using Town property prior to approval of this agreement.

**ALCOHOL:** Use of alcohol on public property is strongly discouraged and is allowed only at the sole discretion of the Select Board. If alcohol is served or consumed, the applicant shall procure and maintain for the duration of the event Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The Town is to be named as an additional insured on the Liquor Liability insurance. Host liquor liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the Town. The applicant will also procure all required liquor permits or licenses from the State of Maine, as well as to obtain prior approval by the Select Board.

**RELEASE AND INDEMNIFICATION:** To the fullest extent permitted by law, and in recognition of the risks and hazards, inherent and otherwise, of injury or death, and damage to property by engaging in same, which risks applicant fully acknowledge and freely and solely assume, the applicant for themselves, heirs, successors, assigns, and legal representatives, forever release, waive, discharge, covenant not to sue, and agree to hold harmless the Town, its officers, agents, volunteers and employees, from any claims, demands, suits, or actions whatsoever in law or equity for liability, damages or costs of any kind, including but not limited to claims for negligence, property damage, injury to person and/or death, or otherwise, without limitation, arising out of or resulting from, in whole or in part, applicant's use of the property. This release and waiver of claims shall not constitute or be construed as a waiver of any defense, immunity or limitation of liability which may be available to the Town under the Maine Tort Claims Act pursuant to the provisions of 14 M.R.S.A. § 8101 et seq. or any other privileges or immunities as may be provided by law.

**CLEANING PROCEDURES:** The applicant is responsible for cleaning after the event and leaving the premises in clean and satisfactory condition. All cleaning must be done immediately after the event. Any applicant damaging or destroying Town property will be held responsible for all repairs and/or replacement. In the event of damages, or additional cleaning being required, applicant will accept the Town's estimate of the amount incurred.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Date

**APPROVALS:**

\_\_\_\_\_  
Town Manager (if less than 150 attendees)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair of Select Board (If more than 150 attendees)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selectman (If more than 150 attendees)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selectman (If more than 150 attendees)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selectman (If more than 150 attendees)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Selectman (If more than 150 attendees)

\_\_\_\_\_  
Date