

**Kittery Community Center Facility Use Agreement – Short Form**

**SECTION I - USER INFORMATION (ORGANIZATION OR INDIVIDUAL)**

User name			Phone	
User category	<input type="checkbox"/> (1) government	<input type="checkbox"/> (4) non-profit	<input type="checkbox"/> (6) non-resident corporate	
	<input type="checkbox"/> (2) non-profit (basic needs in Kittery)	<input type="checkbox"/> (5) resident corporate	<input type="checkbox"/> (6) non-resident individual	
	<input type="checkbox"/> (3) civic org (Kittery focused)	<input type="checkbox"/> (5) resident individual	<input type="checkbox"/> other:	
Physical address			Phone	
Mailing address			Email	
Primary contact			Website	

**SECTION II - FUNCTION INFORMATION**

Date(s)				Use period	<input type="checkbox"/> hourly	<input type="checkbox"/> daily	<input type="checkbox"/> multiple days	<input type="checkbox"/> weekly
Time(s)	Start		Finish	<i>Use period should include sufficient time for setup, cleanup and move/load out.</i>				
Type of event	<input type="checkbox"/> government		<input type="checkbox"/> classes/trainings		<input type="checkbox"/> performing arts			
	<input type="checkbox"/> low impact meeting		<input type="checkbox"/> athletics		<input type="checkbox"/> other:			
Function description							Estimated number of participants	
Who will be the primary and alternate points of contact representing the User during the function?								
Primary contact				Cell phone				
Alternate contact				Cell phone				
<b>Room Requested</b>	<b>capacity</b>	<b>hours</b>	<b>fee total</b>	<b>room</b>	<b>capacity</b>	<b>hours</b>	<b>fee total</b>	
Gymnasium				Star Theatre	200/125			
Community/banquet room	70/60			Dressing rooms				
Kitchen				Amphitheater	45			
Studio 1	25			Art room	30			
Studio 2	15			Other:				
Multi-purpose room 1	15-30			Other:				
<b>subtotal column A</b>				<b>subtotal column B</b>				
Will the function be open to the public?			<input type="checkbox"/> yes <input type="checkbox"/> no					
Will participants be charged a fee or admission?			<input type="checkbox"/> yes <input type="checkbox"/> no <span style="float: right;">If yes, how much and how are proceeds being used?</span>					
Will food be served at the function?			<input type="checkbox"/> yes <input type="checkbox"/> no					
Will alcohol be served at this function?			<input type="checkbox"/> yes <input type="checkbox"/> no					
Will tables and chairs be needed for this event?			<input type="checkbox"/> yes <input type="checkbox"/> no <span style="float: right;">If yes, how many tables?      How many chairs?</span>					
Will extra staff be needed for this event?			<input type="checkbox"/> yes <input type="checkbox"/> no					

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**SECTION IX – COVENANTS, APPROVALS AND ACCEPTANCE OF AGREEMENT**

**Incorporation of Facility Use Policy for the Kittery Community Center at Frisbee Common**

The Facility Use Policy for the Kittery Community Center at Frisbee Common is hereby incorporated by reference into this agreement.

**Waiver and Indemnification**

*User is advised, but not required, to seek legal counsel before accepting the terms of this waiver and indemnification provision.*

The User hereby understands and hereby agrees to assume all of the risk which may be encountered through the use of the Facility. To the fullest extent allowed by law, the User hereby releases and holds harmless the Town, its officers, its officials, agents, employees and KCC Board of Directors from any and all responsibility and legal liability for any property or personal injury damages to the User, its agents, employees or Patrons resulting from any claim arising from use of the Facility. User will indemnify, hold harmless, and defend them in any and all liability, actions, causes of actions, claims, expenses, and damages on account of any property or personal damages or injuries sustained by the participant which may arise out of and in connection with use of the Facility by the User, its agents, employees or Patrons.

User expressly agrees that this release, waiver and indemnity agreement is intended to be broad and inclusive in its terms and is to be interpreted as permitted by Maine law. If any portion hereof is held to be invalid or unenforceable, it is agreed that the remainder shall continue in full legal force and effect. This release contains the entire agreement between the parties hereto and the terms of this release are contractual and not a mere recital. User intends for this waiver, release and indemnity agreement to be binding upon its relatives, personal representatives, heirs and assigns.

This waiver does not release acts of gross negligence nor willful and wanton misconduct of any party.

**User Certifications**

By signing below, the User hereby certifies that:

1. The User has been provided with a print or electronic copy of the Facility Use Policy for the Kittery Community Center for review.
2. The User knows of no legal, contractual, or financial impediment to entering into this Agreement.
3. The person signing below is legally authorized by the User to sign this Agreement on behalf of the User and to legally bind the User to the terms of the Agreement.
4. That this Agreement together with the Facility Use Policy for the Kittery Community Center contains the whole agreement between the User and the Town for use of the facility.
5. The User has read the Waiver and Indemnification provision of this Agreement (written above) and by signing below certifies that it understands the terms and that it is making a substantial, binding legal commitment, constituting a potentially financially expense commitment.

**User Acceptance of Offer & Agreement**

In consideration of the Town permitting the User to host a function at the Kittery Community Center at Frisbee Common, the User, for itself, its agents, its successors and assigns hereby binds itself to all covenants, terms, and obligations contained in this Agreement.

Signature		Date		Printed Name	
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**Town Approval and Execution of the Facility Use Agreement**

*Securing the use of the Facility is a three-step process that includes: 1. Reservation Inquiry; 2. Confirmed Reservation; and 3. Final Approval*

**Confirmed Reservation**

I certify that the User has met initial requirements for the Use of the Facility including providing payment of any required rental fees and security deposits defined in Section VI. The User's reservation is hereby confirmed and subject to final approval upon completion of all outstanding requirements set forth by the Facility Rental Policy and this Agreement.

The User must complete all remaining requirements set forth by the Facility Rental Policy and this Agreement by the following Date:

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Month Day Year

Signature		Date		Printed Name	
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**Final Approval**

I have reviewed this Agreement and found it to be complete and in accordance with the requirements set forth in the Facility Use Policy and this Facility Use Agreement. The Town hereby grants the User final approval and enters fully into this Agreement.

Signature		Date		Printed Name	
Title					