



## Town Property and Rental Application & Agreement

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The Old Town Hall and the Wright Landing Municipal Boat Launch & Park, aka Ferry Landing (individually or collectively, the "Premises"), belong to the citizens of Westport Island (the "Town"). In addition to hosting Town elections, the annual Town Meeting, committee meetings and Westport Community Association events, the Old Town Hall is also available for private rentals for weddings, private gatherings, and celebrations. The historic landing not only serves as the site for the Town's municipal boat launch and the Town's History Centre, it also offers a scenic, park-like setting with gardens, picnic areas, a jetty with a fishing pier (no fishing on the Town Dock), a rest room, and a pleasant trail to its southern point with views down the Back River.

The Old Town Hall is approximately 1,934 square feet with a capacity of 125 people. It sits on an acre of land which also allows some outside open or tented space. Alcohol is allowed to be served with the purchase of a liability insurance rider approved by the Town; the attached **Release and Indemnification for Alcohol-Related Liability on Town Property** must also be signed and included with this application.

Date of Application: \_\_\_\_\_ Date of Event(s): \_\_\_\_\_  
(Multiple events for committees/community groups see Exhibit A)

Old Town Hall  Ferry Landing  Date of Setup: \_\_\_\_\_

Name of Applicant ("Renter"): \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Mobile: \_\_\_\_\_  
(please provide number for use during function for emergency purposes)

Type of Event: \_\_\_\_\_ Alcohol Served: Yes  No

Expected # of People: \_\_\_\_\_ Time (start and finish) of Event: \_\_\_\_\_  
(please include set-up time if needed)

*Private Event*  *Committee Event/Function*  *Community Group*  *Parking Lot Rental/ Other*

**For groups in italics, insurance is required pursuant to this Application and Agreement.**

Fees: The rental fee shall be the current amount specified by the Selectmen and is \_\_\_\_\_. The rental fee shall be paid in full to the *Town of Westport Island* upon filing this Application and Agreement.

## AGREEMENT to Use Town Premises

This Agreement to Use Town Premises (the "Agreement") is entered into on the later of the dates stated below between \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (the "Renter") and the Inhabitants of the Town of Westport Island, a municipality under the laws of the State of Maine, with a mailing address of 6 Fowles Point Road, Westport Island, Maine (the "Town").

Whereas, Renter seeks to use the Premises and the Town wishes to make these Premises available to Renter on \_\_\_\_\_ (month), \_\_\_\_\_ (day), 20\_\_\_\_ (year), from \_\_\_\_\_ am/pm (start time) to \_\_\_\_\_ am/pm (finish time) (together the "Rental Period") under the terms and condition of this Agreement,

Now therefore, for good and valuable consideration, the receipt of which each party hereby acknowledges, the Renter and the Town agree as follows:

1. NATURE OF AGREEMENT. The Town agrees to Renter's use of the Old Town Hall \_\_\_ / the Wright Landing Municipal Boat Launch & Park, aka Ferry Landing \_\_\_ [Select one] (individually or collectively, the "Premises") for the Rental Period under the terms and conditions of this Agreement. Renter's use of the Premises will be temporary, revocable, and conditional. The Town reserves the right to revoke the rental and usage of the Premises in its sole discretion at any time prior to expiration without penalty or liability, and to impose conditions in the public interest.
2. CONDITION OF PREMISES. Renter is renting the Premises on an "as is, where is" basis and without express or implied warranty of any kind. Renter represents and warrants to the Town that Renter has inspected the Premises in advance of signing this Agreement and accepts the Premises in its "as is, where is" condition.
3. SMOKING. Smoking of any tobacco or marijuana, including but not limited to vaping products, is not permitted in any portion of the Premises.
4. ALCOHOL. Conditions of Alcohol service approval:
  - Alcohol may only be served by a single, licensed, insured, and approved vendor, which will be the sole source of alcoholic beverages at the function (the "Service Vendor"). The Renter shall not be allowed to bring his/her own alcohol onto the Premises.
  - The Service Vendor serving alcohol will be required to submit proof of licensure and insurance, including, but not limited to, general liability, liquor liability, automobile liability, property, and workers compensation
  - The Service Vendor must include the Town as an additional insured on its liability policies in relation to the function.
  - Alcohol consumption must strictly comply with all applicable laws and regulations.
  - Alcohol shall not be served to minors.
  - Intoxication is prohibited. Persons who are intoxicated or who appear intoxicated shall not possess or consume alcohol and must safely leave the event without operating a motor vehicle.
5. INSURANCE. Renter shall procure and maintain, at its sole cost and expense, comprehensive general liability insurance in which the Town is an additional insured with coverage of \$1,000,000 per occurrence. Renter will furnish the Town with a certificate of insurance and a policy endorsement at least three days before the day of the event. If Renter cannot provide proof of insurance, Renter can purchase a Tenant User Liability Insurance Policy (TULIP) through a special program. For more information about how to purchase a TULIP, please contact the Town Clerk at 207-882-8477 x 3 or townclerk@westportisland.us.

6. DAMAGE TO or THEFT OF TOWN PROPERTY. Renter is responsible for leaving the Premises in the same condition in which they were received. All property belonging to Renter or his/her/its guests and Service Vendors shall be removed by the end of the Rental Period. All property remaining on the Premises beyond the end of the Rental Period may be removed by the Town at Renter's cost and expense. The Town is not responsible for any property left behind by Renter or his/her/its guests or Service Vendors. Renter shall pay or otherwise reimburse the Town for all damage to or theft of the Town's property attributable to the presence of Renter or his/her/its guests and Service Vendors on the Premises. Renter is responsible for removing all decorations and trash from the Premises. Renter shall pay or otherwise reimburse the Town for all costs incurred to remove trash, decorations, debris, and other improperly discarded items of property.
7. ASSIGNMENT. This Agreement is not assignable to any other person or entity.
8. RIGHT OF ENTRY AND TERMINATION. The Town, its officers, agents, and employees shall have the right to enter the Premises at all times during the event to confirm the Renter's conformance with this Agreement. The Town shall have the right to immediately terminate this Agreement at any time, in its sole judgment, without penalty or liability. Upon termination, the Renter, his/her/its guests and Service Vendors shall cease the event and exit in an orderly manner.
9. CONFORMANCE WITH LAWS AND RULES. Renter agrees that Renter will abide by and conduct its affairs in accordance with this Agreement and all policies, laws, rules, regulations, and ordinances. Renter shall not engage in or allow any disorderly, unruly, loud, unsafe, or illegal activity to occur at the Premises.
10. INDEMNIFICATION and HOLD HARMLESS. The Renter shall hold harmless, indemnify, and defend the Town and its officials employees and agents against any and all liabilities, expenses, damages, including but not limited to attorneys' fees and costs, and losses imposed upon them as a result of the negligent actions or inaction of the Renter and his/her/its guests and Service Vendors related to its use or operation of the Premises. Nothing in this Agreement is intended, or shall be construed, to constitute a waiver of any defense, immunity or limitation of liability that may be available to a governmental entity, or any of its officers, agents or employees, pursuant to the Eleventh Amendment to the Constitution of the United States of America, the Maine Constitution, the Maine Tort Claims Act (14 M.R.S.A. § 8101 *et seq.*), any state or federal statute, the common law or any privileges or immunities as may be provided by law.
11. EXTENUATING CIRCUMSTANCES. Upon notice to Renter, the Town may cancel this Agreement at any time without liability to Renter should the Town be unable to perform under this Agreement due to, or should the Premises be adversely affected by, Acts of God, including pandemics, hurricanes, storms or floods; the Town's compliance with or observance of, voluntarily or involuntarily, any law, regulation, order, direction, policy or request of any government authority, body or agency; accident, fire or explosion; labor strikes; medical emergencies; power or other utility failures; dangerous conditions; inability or failure of the Town to obtain or of any governmental or other authority to issue, or the revocation or cancellation of, any license, permit or other authorization required to be maintained by the Town; loss or breakdown of equipment; loss of the Town's legal right to use the Premises or legal right to rent the Premises to Renter under this Agreement, regardless of the cause; or any event outside of the control of the Town, whether similar or dissimilar to any of those events set forth in this section. If the Town cancels this Agreement in accordance with this section, the Town shall refund to Renter the rental fees required to be paid by Renter.
12. MODIFICATION/AMENDMENT/MERGER. This Agreement constitutes the entire Agreement between the parties. Any modification, amendment or supplementary provisions must be in the form of writing signed by the parties, and which expressly modifies this Agreement.

- 13. CHOICE OF LAW/FORUM. This Agreement shall be construed under Maine law without regard to any rules governing choice of law. Any court action regarding this Agreement must be filed and litigated in the Lincoln County Superior Court in Lincoln County, Maine.
- 14. SEVERABILITY. If a court determines that any provision of this Agreement is unlawful or unenforceable, such provision shall be stricken and the remainder of the Agreement shall be enforceable. A court may reasonably reform any stricken provision to effectuate the parties' intent.
- 15. ATTORNEY'S FEES AND COSTS. In regard to any legal proceedings regarding this Agreement or release supplements, the Town shall be entitled to recover from Renter the Town's reasonable attorney's fees and costs to the extent the Town is the prevailing party.

Agreed under our signatures on the date state below by the following duly authorized Renter and Select Board members of the Town of Westport Island.

Renter also hereby certifies that I have read, understood, and have agreed to this Agreement and information provided in the Westport Island Town Hall Rental Guide, and that I have received a copy of this Agreement.

RENTER

\_\_\_\_\_  
Renter's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Renter's Signature

I have been given a copy of the Town of Westport Island Town Hall Rental Guide  \_\_\_\_\_(initial)

I have been given a copy of the Town of Westport Island Town Hall Rental Checklist  \_\_\_\_\_(initial)

I have been given a copy of the key to the Old Town Hall and will return the following day. I also certify that I will not make any copy of the key.  \_\_\_\_\_(initial)

I have provided a certificate of insurance and if required Release and Indemnification for Alcohol-Related Liability on Town Property.  \_\_\_\_\_(initial)

TOWN OF WESTPORT ISLAND

\_\_\_\_\_  
Donna Curry, Select Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffery H. Tarbox, Select Board Member

\_\_\_\_\_  
Ross Norton, Select Board Member

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For Office Personnel

Date Received: \_\_\_\_\_ Staff: \_\_\_\_\_

Date Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Key Issued: \_\_\_\_\_

Key Returned: \_\_\_\_\_

Approved by the Selectmen: \_\_\_\_\_

Insurance & Other Certificates Received: \_\_\_\_\_

Notes:

**Exhibit A**

We the \_\_\_\_\_, a committee/community group on Westport Island would like to reserve the use of the Town Hall or Wright Landing on the following dates and times for meetings and or events open to the public. We understand that this is based upon availability and under the approval of the Select Board. Proof of insurance if required will be provided to Town Office.

Date	Event	Time