



**parks,
recreation
& facilities**

COMMUNITY CENTER RENTAL APPLICATION
City of Portland
Parks, Recreation and Facilities Management
212 Canco Road Suite A., Portland, Maine 04103
207-808-5400

COMMUNITY CENTER RENTAL SPACE

Please check the facility you wish to rent and see following page for prices

_____ East End Community Center~773-8222
195 North Street, Portland, ME 04101

_____ Riverton Community Center~ 874-8455
1600 Forest Avenue, Portland ME 04103

_____ Peaks Island Community Center~766-2970
Island Avenue, Portland ME 04108

_____ Riverton Community Center Pool~874-8456
1600 Forest Avenue, Portland ME 04103

_____ Reiche Community Center~ 874-8873
166 Brackett Street, Portland ME 04102

_____ Rowe Elementary School~ 808-5400
23 Orono Road, Portland, ME 04102

_____ Reiche Community Center Pool~ 874-8874
166 Brackett Street, Portland ME 04102

_____ Kiwanis Community Pool~772-4708
165 Douglas Street, Portland, ME 04102

Name of Organization: _____ Date: _____

Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Cell Phone: _____ Alt Phone: _____

Date(s) Requested:

(Include day of the week and date, example: Saturday, Nov. 29, 2024)

Time(s) Requested:

(Include set-up & clean-up times, example:12pm-3pm/Actual

Estimated Number of Guests in Attendance (Please check one): ** Any events with 150+ attendees requires two paid staff members**

_____ 5 -20 _____ 21- 40 _____ 41 - 60 _____ 61 - 100 _____ 101 - 120 _____ 121 - 150 _____ 151 - 200

Pool Rental Rental Only- Average Age of Participants (Please check one):

_____ 6 years or under _____ 7-12 years _____ 13-17 _____ 18 years and older

RENTAL INFORMATION

Community Space Requested (i.e. gym, large room, pool, etc.): _____

Type of Function (i.e. birthday, company party, etc.): _____

Please list any special needs your function may have (i.e. tables, chairs, etc.) _____

Please read the attached statement below:

I understand that the use of facilities equipment is limited to the following (initial each): _____

Tables _____ Chairs _____ Aqua Noodles _____ Other (please list): _____

Please read and initial each statement below:

_____ I understand that I/my organization/group will be responsible for any damages or theft that occurs during said event.

_____ I will ensure that the rental space has been picked up and returned to the way it was prior to the event.

_____ I understand that smoking or use of alcohol is not permitted in the Community Center.

_____ I have obtained, read, and agree to abide by the facilities rules and regulations.

_____ ** I have provided proof of insurance.

INSURANCE CERTIFICATES INFORMATION

Renters are required to provide proof of general liability insurance provided by an insurance company or companies licensed or approved to do business in the State of Maine by the Maine Bureau of Insurance to cover any bodily injury, death and property damage, including loss or damage to public facilities or City equipment. All renters are required to provide proof of general liability insurance in the amount of Four Hundred Thousand Dollars (\$400,000). Additional insurance may be required at the discretion of the Department based on the nature and circumstances of the event.

1. All policies evidenced to the City shall name the City of Portland as an additional insured for coverage for claims for which the City does not have governmental immunity. This provision shall not be deemed a waiver of any defenses, immunities, or limitations of liability or damages available to the City under the Maine Tort Claims Act, immunity concerning the recreational use of land, other Maine statutory law, judicial precedent, common law, or any other defenses, immunities, or limitations of liability available to the City.

2. Certificate Holder must read: City of Portland 389 Congress Street Portland, ME 04101

3. For any one-day event, proof of general liability insurance in compliance with this policy must be provided to the Facility Manager two weeks prior to approval of the use application.

4. Any tournament, league and/or organization must present proof of general liability insurance in compliance with this policy to the Community Center Leader at least two (2) weeks prior to the event. Failure to do so may result in the cancellation of rental.

If renter does not have insurance Maine Municipal Association (MMA) Risk Management Services sponsors a tenant user liability program called "Gatherguard" which provides an opportunity for general liability insurance for outside entities and private groups that wish to use municipal facilities owned by members of the MMA Property and Casualty Pool. The City is a member of the MMA Property and Casualty Pool, and so Gatherguard is available to users of City-owned public facilities. Coverage limits of \$1 million are available for the event/program, including liability for bodily injury and property damage.

Go to: 1. www.gatherguard.com

1. East End Community Center: Use Venue Code 0419-542
2. Peaks Island Community Center: Use Venue Code 0419-540
3. Reiche Community Center: Use Venue Code 0419-541
4. Riverton Community Center: Use Venue Code 0419-544

FEE SCHEDULES

- 1.) Rentals outside of normal Recreation Program times will be charged an additional staffing fee.
- 2.) Custodial fees may be applied for weekend rentals @ Peaks Island, Reiche, Riverton, & East End Community Centers & Pools.
- 3.) Multi-day rentals and rentals which, at the discretion of the Department, are more likely to cause property damage will require a security deposit of 50% of the total cost of the rental. The room(s) rented will be checked following your event and if the space is clean and conditions for use adhered to, your security deposit will be returned to you. If the conditions of use are not adhered to your security deposit will be forfeited.

RENTAL POLICIES

Renters and their guests/invitees/participants are required to abide by the Department's policies and guidelines for use of Community Center(s) as well as the direction of Department staff. Renters are responsible for ensuring their guests/invitees/participants are aware of and comply with the Department's policies and guidelines, which are incorporated herein by reference and made a part hereof.

I understand the terms and conditions of this rental:

Print Name _____ Date: _____

Signature: _____ Date: _____

Gymnasium Use Fees (Riverton, Reiche, East End)

Youth Group Resident Hourly - \$25/Hour
Youth Group Non-Resident Hourly - \$55/Hour
Individual and Adult Group Resident Hourly - \$80/Hour
Individual and Adult Group Non-Resident Hourly - \$110/Hour
Tournaments- Pricing TBD based on availability and size of Tournament.

Room Rental Use Fees (Riverton, Reiche, East End, Peaks Island)

Small Room Resident Hourly - \$30/Hour
Small Room Non-Resident Hourly - \$60/Hour
Large Room Resident Hourly - \$50/Hour
Large Room Non-Resident Hourly - \$80/Hour

Staffing Fees

Recreation Staff Hourly - \$25/Hour
Custodial Staff Flat Fee - \$85/Hour

Community Pool Fees

Riverton, Reiche, Kiwanis Pool Resident Hourly- \$95/Hour

Riverton, Reiche, Kiwanis Pool Non- Resident Hourly- \$115/Hour
Lifeguard Staffing Hourly- \$25/Hour

***Disclaimer: (Fee for 2nd guard is automatically charged for birthday party rentals)**

Gym, Pool, or Room Rental Per Hour: \$ _____ Hours Needed: _____
(Multiply Rental Per Hour x Hours Needed) = \$ _____

Recreation Staff or Lifeguard Total Per Hour: \$ _____ Hours Needed: _____
(Multiply Staff Per hour x Hours Needed) = \$ _____

Add amounts above to get TOTAL AMOUNT DUE: \$ _____

****When applicable, your security deposit is 50% of your TOTAL AMOUNT DUE****

SECURITY DEPOSIT DUE: \$ _____

PAYMENT OPTIONS:

(Please choose one.)

Payment is required no later than 14 days prior to the rental date. If payment is not received at least 14 days prior to the rental, your reservation will be canceled. At the discretion of the Department, regularly scheduled rentals may be charged on a monthly basis. Rental application forms must be received at least 14 days in advance of requested rental date to 212 Canco Road, Suite A, Portland, ME 04103 or email recreation@portlandmaine.gov

- 1.) Make a check out to "City of Portland" (Please make out any security deposit(s) as needed.
- 2.) Credit/Debit card (Visa, Mastercard, American Express, or Discover):

Credit Card # _____ Exp. Date: _____ / _____ CVV# _____
Name on Card _____ Phone: _____ Email: _____

RELEASE & HOLD HARMLESS AGREEMENT

I/We fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to my/our person or property occurring during or arising out of the rental or use of the above named community center ("Center"). To the fullest extent permitted by law, I/We do hereby agree to assume all risk in injury, harm or damage to my/our person or property (including but not limited to all risk of injury, harm or damage to my/our property caused by the negligence of the City of Portland, its agents, officers or employees) arising during or in connection with the said rental or use of Center. I/We hereby release and agree to defend, indemnify and hold harmless the City of Portland, its agents, officers and employees from any and all liability, actions, damages, losses, expenses (including without limitation reasonable attorney's fees) and claims of any kind and nature whatsoever (including but not limited to liability actions, damages and claims caused by or arising from the negligence of the City of Portland, its agents, officers or employees) for injury, harm or damages to my/our person or property that may arise or occur during or in connection with my/our rental or use of Center. Such obligation of indemnification shall not be construed to negate or abridge any other obligation of indemnification

running to the CITY that otherwise exists. The extent of the indemnification provision shall not be limited by the provision for insurance in this agreement. This obligation shall survive termination of this Agreement.

Print Name: _____ Date: _____

Signature: _____ Date: _____

FOR OFFICE USE ONLY

Space Requested: _____

Date Requested: _____

Time Requested: _____

Staff Fees Amount Due: \$ _____

Rental Fees Amount Due: \$ _____

Security Deposit Amount Due: \$ _____

Custodial Fees Amount Due: \$ _____

TOTAL AMOUNT DUE: \$ _____

Date Application was Received: _____

Total Fee Amount Received: \$ _____

Security Deposit Received: \$ _____

Date Insurance Received (listing City as additional insured): _____

Payment Type

Visa: \$ _____ MC: \$ _____ Discover: \$ _____ Amex: \$ _____ Check:
\$ _____ Cash: \$ _____

Confirmation: _____ Emailed _____ Mailed: _____

Comments: _____

Approved _____ Date: _____

COMMUNITY CENTER RENTAL POLICIES

It is the policy of the City of Portland ("City"), by and through its Parks, Recreation & Facilities Department ("Department"), that some of the buildings, parks and other facilities owned by the City and overseen by the Department should be made available to the public to use for activities that benefit City residents, at a reasonable cost. Therefore, the Department sets forth the following rules and regulations for the management and protection of the public facilities it oversees and for the protection of the persons granted permission to use the same.

Failure to observe and abide by these Community Center Rental Policies and the attached General Rental Rules may result in the immediate termination of the rental, forfeiture of all fees and removal from the reserved facility.

Questions?

Ellen Bagley, Assistant Recreation Director, ebagley@portlandmaine.gov

Nick Cliche, Recreation Director, nc@portlandmaine.gov

Making a Reservation

1. Request rental contract form from the Recreation Department. All rental applicants must be 21 years of age to receive a permit. To inquire about specific rental facilities, please contact the following:

East End Community Center, 195 North Street
Brienne Maloney - 8773-8222 or bmaloney@portlandmaine.gov.

Reiche Community Center, 166 Brackett Street
Christiana Viney - 874-8873 or cviney@portlandmaine.gov.

Riverton Community Center, 1600 Forest Avenue
Jordan O'Donal - 874-8455 or odonalj@portlandmaine.gov

Peaks Island Community Center, Island Avenue
Diane Ricciotti - 766-2970 or dianer@portlandmaine.gov

Riverton, Reiche & Kiwanis Community Pool Rentals
Ellen Bagley - 874-8456 or aquatics@portlandmaine.gov

2. **Confirmation** - The Department will then follow up with you to confirm or deny the request. Balance of payment, including any required security deposit, is due at least 14 days prior to your event date. If the balance is unpaid 14 days prior to your first date, we reserve the right to release your reservation and retain any deposit.

Requests for a single day, one-time reservation or Special Event can be submitted up to 365 days prior to the reservation date. Please note, Parks & Recreation programming and annual special events take precedent to all rental requests.

Standards for Issuance

The Department shall approve an application submitted based on facility availability, priority of usage, maintenance impact on the facility, and best use of the facility. Rental applications will only be approved if the application meets all of the following criteria:

1. The proposed event or activity shall not endanger the health and safety of persons who visit the public facility.
2. Adequate parking facilities exist and are available to accommodate the number of expected attendees at the proposed event or activity at the public facility.
3. Adequate sanitary facilities exist and are available to accommodate the proposed event.
4. The event or activity shall not cause damage from destruction or overuse of the grounds, equipment, vegetation, buildings, fences or other amenities in the public facility.
5. The proposed event or activity shall not unreasonably disturb persons who own and/or occupy land that is adjacent to such public facilities.
6. The public facility or portion thereof to be used has not been reserved for other use at the day and hour required in the application.
7. The demonstrated ability and intent to provide adequate supervision of the activity and understanding of the applicable rules and regulations.

General Conditions of Use

1. The renter is responsible for leaving the public facilities in the same condition in which they were received, and shall be responsible for any loss or damage to facilities or equipment. The renter shall be charged for any required repair or cleanup costs incurred as a result of the renter's use of the public facilities. Charges will first be taken from any required security deposit and any additional amounts will be invoiced to the renter.
2. The City shall not be liable for any damage or loss to any property of the renter or of their guests/invitees/participants from any cause whatsoever while said property is located on the premises for storage purposes or otherwise.
3. The renter is required to comply with all applicable federal, state and local statutes, ordinances and regulations, in addition to any policies or conditions imposed by the Director of the Department or their designee upon approval of the request, including, but not limited to, all of the following:
 - Arranging and paying for adequate security services by the City of Portland Police Department, if necessary.
 - When the use of City equipment is requested, arranging for qualified City employees to be present and available for the operation of the same.
 - When other City licenses, permits or approvals are required (e.g., special event, food vendor, amplified sound, road closure, signage), the renter must follow the proper procedure for seeking and obtaining such other licenses, permits or approvals. Once the other license, permit or approval is obtained, a copy must be submitted to the Department.
4. The renter shall not engage in or allow any illegal activity to occur at the public facility. Illegal drugs, alcoholic beverages and/or tobacco products shall not be brought onto or consumed within the public facility.
5. The renter is responsible for any damage to the public facility or any part thereof caused directly or indirectly by the renter or their agents, employees, guests, or invitees. The renter shall assume all risk related to the rental and is required to release and indemnify the City, to the fullest extent permitted by law, for any claims, liability, losses, costs, expenses (including, without limitation, reasonable attorney's fees), fines, damages, or judgments arising from the renter's use of the public facility.
6. Any outstanding debts owed to the City of Portland or violation of City policies during a previous reservation will result in denial of usage of any facility.

Insurance Requirements

See Insurance requirements above.

User Priority

Groups that use city facilities are characterized as follows, organized from highest to lowest priority.

1. Portland Parks, Recreation & Facilities programs & events.
2. Portland Schools and their associated School Committee sanctioned programs.
3. Portland Resident Youth Groups.
4. Portland Resident Individuals and Adult Groups.
5. Non-Resident Youth Groups
6. Non Resident Individuals and Adult Groups.

- All non-profit organizations must provide proof of current non-profit status including a recent copy of the IRS Form 990 and/or Tax Exempt Certificate.

Administering Facility Rental Fees

1. Priority 1 Groups or activities will not be charged a rental fee.
2. Priority 2 Groups or activities will not be charged a rental fee, but may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.
3. Priority 3, 4, 5, and 6 Groups or activities will be charged a rental fee consistent with their status as a resident/non-resident and the categories listed in the rental application (e.g. youth group, adult group), and may be charged other support fees (site supervisor, technical support, maintenance support, etc.) depending on the nature of the event.

Cancellation/Refund Policy

1. Payment is due at least 14 days prior to your event date. If the balance is unpaid 14 days prior to your first date, we reserve the right to release your reservation and retain your deposit.
2. A full refund will be provided for cancellations greater than 14 days prior to rental.
3. Cancellation less than 14 days prior to rental will result in the loss of any required security deposit and any associated staffing/custodial fees.
4. Renters who do not show up on the day of the scheduled rental will forfeit their full rental fee and any required security deposit and the Department will be under no obligation to refund any amounts to the renter.

Termination by the Department

- The Department reserves the absolute right to terminate this agreement without prior notice if:

- ❖ Renter fails to comply with the Community Center Rental Policy or General Rules;
- ❖ The Department Director or their designee determines, in their sole discretion, that the renter has made misrepresentations to the Department in connection with the use or occupancy of the facility;
- ❖ The Department Director or their designee determines, in their sole discretion, that the rental or event is hazardous or presents a substantial security issue; or
- ❖ The Department is prevented from furnishing the use of the facility, or any portion thereof, on the scheduled date due to unforeseen circumstances.

In the event this agreement is terminated by the Department, the renter will receive a full refund of any prepaid deposit or rental fee or account credit, which shall be the renter's exclusive legal and equitable remedy

available as a result of cancellation of a rental by the Department. Under no circumstances shall the Department or City be responsible for any other damages including, but not limited to, consequential damages of any kind.

Failure to Comply with Policy

Any individual, group or organization that does not comply with the terms and conditions set forth in this Policy will be disqualified from future use of Department facilities at the discretion of the Director of the Department. Any person applying to use a Department facility and found to provide false information shall be disqualified from future use of the City facilities.

GENERAL RENTAL RULES

- The person requesting the use of a Community Center must be at least 21 years of age or older. The Community Center Leader/Supervisor will require a photo ID.
- Events involving vehicles or animals (unless a service animal) are prohibited.
- If multiple rooms/areas are rented on the same day by different parties, then the bathrooms and the parking lot will be shared.
- Rentals must take place within Community Center hours of operation. Hours of operation are determined by the department.
- Any duly authorized department employee shall have the right at any time during a function to enter any and all parts of the premises for the purpose of inspection.
- Decorations shall not be attached to the structure of the Community Centers. The renter must check with the Community Center Leader/Supervisor for exceptions.
- There shall be no rice, confetti, bubbles, silly string, glitter or birdseed allowed in the Community Centers.
- Bounce houses are prohibited.
- Any outside vendors (magicians, face painters, etc.) hired by the renter must be approved by the Facility Leader/Supervisor.
- Tables and chairs are to stay inside the Community Center.
- Smoking will not be permitted within the Community Center.
- The Department will not be responsible for lost or stolen items.
- All trash will be placed in the appropriate receptacle. Excessive trash incurring additional pickup charges will be billed to the individual or organization that signs the rental contract.
- If the individual or organization that signs the rental contract does not abide by the facility policy and rules, the department may refuse that individual or organization any future rental requests.
- The individual or organization signing the rental contract will be responsible for any missing or damaged items and will be responsible for any damage done to the building during the date reserved.
- This agreement shall not be assigned nor shall you allow the premises or any part of the premises to be sublet.
- If at any time the Renters secured time of usage goes beyond the rental period, the City has the authority to ask the renters to promptly vacate the premises. In the event that Renters refuse to vacate the premises upon request, the police department may be contacted.
- The Renter agrees to ensure that the facility and all equipment in the building is left in its original condition.

GENERAL COMMUNITY CENTER RULES

GENERAL RULES

- The Recreation Center is not responsible for lost, stolen or damaged personal items.
- Recreation Center staff will not accept any personal items to hold (keys, wallets, cell phone, etc.).
- Weapons, alcohol, drugs or tobacco products will not be allowed in the building or on the property. Anyone found under the influence, will not be granted access into the building.
- Skateboards, roller blades, bicycles are not allowed in the building.
- Animals shall not be permitted inside the Recreation Center unless designated as a service animal.
- Soliciting, gambling, panhandling, loitering, betting or any matter of a similar nature is not permitted in the building or on the property.

- First Aid is available at the entrance point/desk area, and any Recreation Center staff must be notified right away in the case of an emergency.
- See through clothing, bathing suits, or clothing considered as undergarments must be covered prior to entering the facility.

GYMNASIUM

- **No food or drink is allowed in the gym.** Water bottles containing water only will be permitted.
- No backpacks or bags are allowed in the gym.
- Hanging on the basketball rim or net is not tolerated.
- Appropriate shoes must be worn. Shirt, shorts and footwear must be worn at all times.
- Non-marking gym appropriate footwear to be worn in the gym. Tap shoes or shoes with heels that could cause damage to floors are prohibited.
- Do not hit, throw items at the walls or curtain in the gym.

BEHAVIOR POLICY

- Appropriate behavior is expected from all participants, members and guests utilizing the Recreation Center facilities at all times, to protect the enjoyment and safety of all patrons. Therefore, the Portland Parks and Recreation Center staff has established the following behavior policy and suspension guidelines.

Behaviors that will not be accepted include, but are not limited to the following:

- Endangering the health and safety of other members, participants, patrons or staff
- Use of verbal harassment, profanity, vulgarity, obscenity or racial slurs
- Attempting to gain access to a facility without an approved ID card.
- Using another member's card to gain access
- Soliciting, gambling, panhandling, loitering, betting or any matter of a similar nature
- Failure to follow Recreation Center staff directions
- Inappropriate display of affection, including but not limited to prolonged kissing and touching of any private areas of the body
- Disrupting a program or creating a disturbance at the facility
- Inappropriate or offensive dress, including, but not limited to, dress which is too revealing and clothing which displays obscene or offensive words or pictures.
- Blatant disrespect of staff and program or facility policies and procedures
- Damage, vandalism, or theft of private or Recreation Center, equipment or supplies.
- Fighting with another patron or staff on the premises

Any violation of the above policies will result in removal from the premises by a Recreation Center staff or Portland Police Department, and immediate termination of the rental. Serious, willful, or repeated violations may result in suspension from Department programming and/or prohibition from access to facilities.

Rental fees will not be refunded for any person removed from the premises or a program due to violation of the Department's policies.

GENERAL POOL RULES

- Any child who is less than 4 feet tall and under 7 years of age must be accompanied in the pool tank by an adult on a one-to-one basis at all times (aside from during swim lessons); and kept within reach on the pool deck. One child under 4 feet tall and/or under 7 per adult.
- Children who are 4 feet tall and between the ages of 7 and 17 may be left unattended, but are required to take a 25-yard swim test. Children who do not pass will not be permitted outside of the shallow end.
- Street shoes should not be worn on the pool deck.
- Bathing caps are required for all individuals whose hair is longer than chin length (i.e. long enough to pull back).
- Animals, with the exception of service dogs that are not emotional support animals are not allowed.

- **The following items/situations are not allowed:**
 - Fighting or pushing others under the water.
 - Running on the pool deck.
 - Flips/spins/twists when jumping from the side. Water must be at least 9 feet deep to dive.
 - Profanity or public displays of affection.
 - Bicycles, rollerblades, skateboards, etc. in the pool area.
 - Throwing of bathers or allowing them to dive from shoulders, hands, or knees.
 - Allowing bathers to sit or hang from head or shoulders.
 - Radios or other media devices that do not have earplugs for personal listening.
 - Food and drinks are only allowed in designated areas. Gum or candy are not allowed during swimming.
 - Only food and drinks in plastic/aluminum containers are permitted, no glass containers.
- Lap lanes are for lap swimming and aquatic exercise only. Circle swimming only.
- Do not leave valuables unattended. We are not responsible for lost or stolen items.
- Ladders, stairs, and lifts are for entering and exiting the pool. Do not congregate around these structures.
- Alcohol and illegal substances are not allowed.
- Goggles with a nose-piece that encloses the nose, and snorkels, are not allowed.
 - Lap swimmers may use snorkels and training fins.
 - Exceptions will be made for those individuals who have their physician complete an Aquatic Regulation Exception Form.
- Personal toys (balls, diving rings, frizz bees, etc.) are not permitted.
 - Use of facility toys may be permitted at the discretion of the shift supervisor.
- Swimsuits or clothing that serves the purpose of covering the body and is tight to the body during swimming is required. Thong bikinis, transparent clothing, and underwear are not permitted.
- Showers must be taken each time before entering the pool.
- Rings, rafts, swimsuits with built in floatation, and all other flotation devices are prohibited. One noodle may be provided by facility staff to assist parents with young children or non-swimmers.
 - Exceptions will be made for those individuals who have their physician complete an Aquatic Regulation Exception Form.
- Conversations with lifeguards who are on duty should be kept to a minimum.
- Lifeguards on duty serve as competent authority to enforce pool rules and can enforce restrictions as needed to ensure the safety of patrons.
- Any group of 10 or more individuals wishing to use the pool must make rental arrangements with the Aquatics Division Leader.
- Facility management reserves the right to deny use of the pool and facility to anyone who is observed violating these pool rules and regulations.