

# **Maine Sports Arena / (Maine Juniors Volleyball)**

## **Facility Use Policy & Agreement**

Maine Sports Arena, 15 Lund Road, Saco, Maine, is the home of Maine Juniors Volleyball, a 501c3 corporation (hereafter referred to as "Arena"). Its facilities are available for rental to Renting Companies, Organizations or Individuals (hereafter referred to as "Renters") based on the discretion of the Arena administration. This Policy is to be reviewed prior to signing the Facility Rental Contract (Part I).

### **FACILITY USE**

Use of the facilities is not permitted unless the initial request has been approved, the Contract is signed by all parties, and all deposits/payments are met when due. Use of the Arena is confined to the hours stated in the Facility Rental Contract. All functions must terminate at the time specified on the contract unless an extension is explicitly granted by an authorized Arena representative. Loitering around the property after a function's end time is not permitted. To assure safety and security, all outside doors must remain closed during events, unless in the case of emergency.

Facilities shall be used with respect to avoid damage and to preserve the reputation of the Arena. Arena authorized representatives have the right to require any person(s) to leave the premises because of unseemly conduct or non-compliance. The Arena's name shall not be used, unless otherwise agreed upon, other than to identify its location related to use of the facilities. Viewpoints of groups granted permission to use Arena facilities are not necessarily reflective of the view of Maine Juniors Volleyball.

Renters using the Arena shall be responsible for loss, breakage, damage or other expenses resulting from that use. Arena property shall not be removed from the facility at any time. A \$500 refundable security deposit must be paid to the Arena 30 days prior to the event. Should loss, breakage or damage occur, the Renter will be given notice that repairs or replacements are required. If the deposit is insufficient to cover the repairs or replacements, the Arena will bill the Renter for additional amount, which must be paid within fifteen days of being billed.

Renters assume sole risk for their property stored or used on the Arena's premises. The Arena and its agents shall be free from any liability for loss or damage to the user's property. The Arena is not responsible for the consequences of any vehicles parked illegally.

Nails, staples, scotch tape and similar potentially damaging fasteners are not to be used on painted walls. Fire extinguishers and egress doors must not be covered, blocked, or made inaccessible. Explosive or highly flammable items are not permitted. Arrangements of special wiring, equipment, etc. must be made in advance with authorized Arena representative. All materials and equipment delivered to the Arena shall be charged to the Renters and invoices so marked. There is to be no throwing of rice or use of glitter, confetti, hay, etc. without prior authorization. The use of helium tanks is permissible ONLY if the tanks are properly secured and used by responsible persons. Free-standing tanks will not be permitted. Use of propane is not permitted on the premises.

### **RULES AND REGULATIONS FOR THIRD PARTY SERVICE PROVIDERS**

All caterers, meeting planners, florists, entertainment providers, orchestras, photographers, valet parking companies, etc. who provide third party service must be presented to the Arena for approval prior to being engaged. File copies of the following must be provided to the Arena: Signed Contract Agreement between service provider and Renter, Current Certificate of Insurance (coverage outlined in Certificate of Insurance section, above), and a current Hold Harmless Agreement

## SETUP / CLEANUP

Deliveries to and pickups from the Arena must be scheduled in advance.

Caterers and/or Renters providing food and/or beverage are responsible for the setup and cleanup of rental area unless otherwise agreed upon. Appropriate use of food and/or beverage is required, especially on sports court floors, and may be subject to additional fees if additional cleaning is required as a result. All food and food particles, liquid and liquid spillage, containers, and food and liquid receptacles must be removed from space immediately after the event.

After each event, the Renter shall restore the Arena's facilities and equipment to broom-free condition of cleanliness and good order suitable for immediate use by others. The Renter will reimburse the Arena for any expenses incurred to remedy the Renter's default; the security deposit may also be used for this purpose. All equipment and decorations are to be removed immediately following the event. All trash and garbage must be removed from the premises immediately after the event. Approved equipment that is brought onto the premises for a rental must be removed in a timely manner agreed upon by both parties.

## CERTIFICATE OF INSURANCE

All Renters and vendors shall provide the following insurance coverage to the Arena as "additional insured" in the amounts indicated 30 days prior to the event. This is standard practice and easily available through request to Renter's agent.

- a. Commercial General liability coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate Bodily Injury & Property Damage.
- b. If alcohol is being served, Liquor Law Liability coverage in the amount of \$1,000,000.
- c. Automobile Liability covering all owned, non-owned and hired vehicles at a limit of \$1,000,000 Combined Bodily Injury & Property Damage.
- d. Commercial Umbrella Liability in the amount of \$1,000,000 providing excess limits to the underlying policies noted in (a), (b) & (c) above.

In addition, Renters shall provide proof of Statutory Workers' Compensation and Employers' Liability Insurance.

*The Arena shall have the right, in its sole discretion, to close the facility to be used due to unsafe conditions, fire, inclement weather, unanticipated repairs, catastrophe, or any other cause deemed to be beyond its control. The Renter hereby releases the Arena from any and all claims, demands, agreements, and liabilities whatsoever resulting from such a closing, except that the Arena shall, in that case, refund any advance use fee and/or deposit paid by the Renter and will assist with rescheduling or finding an alternate location.*

*The Renter agrees to indemnify and hold harmless the Arena and OA Sports Center (property owner), their officers, agents, employees and volunteers (Indemnities) from and against any and all liability, including claims, demands, losses, damages and expenses of any kind and description (including attorney fees, courts costs, mediation costs and costs of damages to property) for personal injury, bodily injury (including death) or property damage arising out of the use of the facility or resulting directly or indirectly from acts or omissions of Indemnities or Arena or OA Sports Center. The Indemnity provision shall bind and all successors, assigns, agents, employees, heirs or anyone else claiming to represent the Renter.*

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Renter Organization Name

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Renter Representative Signature / Date

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Renter Representative Name (printed)