



**TOWN OF FREEPORT, MAINE**  
Municipal Offices  
30 Main Street  
Freeport, ME 04032  
(207) 865-4743 Fax (207) 865-0929

### **Bow Street Park Usage Agreement**

This agreement is between the Town of Freeport and the Hilton Garden located at 5 Park Street, Freeport, Maine for use of Memorial Park located at the corner of Bow and Park Streets for events catered by the Hilton Garden Inn Freeport.

#### **TERM OF AGREEMENT**

The agreement is valid from January 1, 2022 through December 31, 2022. This agreement may be terminated by either party with thirty (30) days written notice.

#### **RESERVATIONS**

Reservations will be made by a representative of the Hilton Garden Inn only, not by clients making arrangements with the hotel. The reservations should be directed via e-mail to Christine Wolfe, Town Clerk, at [cwolfe@freeportmaine.com](mailto:cwolfe@freeportmaine.com). Ms. Wolfe will confirm the reservation by return e-mail. Reservations will be accepted on a first-come, first-served basis and will not be limited to use by the Hotel exclusively. Each event will consist of a four hour block of time.

#### **RESERVATION FEE**

The non-refundable fee for use of the park will be \$200.00 per day or event should there be more than one event in a single day. The fee will be due three (3) business days in advance of the event. Please make checks payable to the Town of Freeport.

#### **TOWN PROVIDED SERVICES**

The Town will ensure that the lawn is mowed, grounds maintained and free of debris 2 to 5 days prior to the event, weather permitting.

#### **SERVICES PROVIDED BY THE HILTON GARDEN INN**

The Hotel will be responsible for all event set-up, tear-down and clean-up after the event. The Town requests that no throwing of rice, birdseed, confetti, or the like, be allowed at the Park. At this time no alcoholic beverages may be served or consumed in the Park.

#### **ADDITIONAL CONDITIONS**

No damage should be done to the Park and the grounds should be returned to the condition found prior to the event.

#### **INSURANCE**

The Hotel shall maintain in full force and effect at all times a policy of comprehensive public liability insurance with limits of not less than \$2,000,000, naming the Town of Freeport as additional insured. A certificate of insurance must be provided to the Town of Freeport.

#### **HOLD HARMLESS**

The Hilton Garden Inn shall and hereby does indemnify and hold the Town of Freeport harmless from and against any and all claims, damages, demands, actions and causes of action for injury to persons or damage to property in or about the Park premises arising in any way from the Hotel's occupancy or use of the Park during the term of this agreement.

#### **FORCE MAJEUR**

Both the Hotel and Town of Freeport shall not be liable for non-performance of this contract when such non-performance is attributable to strikes, accidents, government (State, Federal and Municipal) regulations of, or restriction upon, travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, acts of God, and other causes whether enumerated herein or not, which are beyond the reasonable control of the Hotel or Town of Freeport.

\_\_\_\_\_  
Peter Joseph, Freeport Town Manager

  
\_\_\_\_\_  
General Manager  
Hilton Garden Inn Freeport

Client#: 696538

AAMWOBUR

**ACORD**<sub>TM</sub>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 12 Gill Street Suite 5500 Woburn, MA 01801 855 874-0123	<b>CONTACT NAME:</b> Lynne Richmond <b>PHONE (A/C, No, Ext):</b> 855 874-0123 <b>E-MAIL ADDRESS:</b> lynne.richmond@usi.com	<b>FAX (A/C, No):</b> 781-376-5035													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Citizens Insurance Company of America</td> <td>31534</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: MEMIC Indemnity Co</td> <td>11030</td> </tr> <tr> <td>INSURER D: Allmerica Financial Benefit Ins. Co.</td> <td>41840</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance Company of America	31534	INSURER B: Federal Insurance Company	20281	INSURER C: MEMIC Indemnity Co	11030	INSURER D: Allmerica Financial Benefit Ins. Co.	41840	INSURER E:		INSURER F:
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**INSURED**  
 AAM Woburn Hotel, LLC  
 C/O AAM 15 Management LLC  
 78 Blanchard Road Suite 100  
 Burlington, MA 01803

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ZBN625309113	07/23/2021	07/23/2022	EACH OCCURRENCE    \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)    \$100,000 MED EXP (Any one person)    \$10,000 PERSONAL & ADV INJURY    \$1,000,000 GENERAL AGGREGATE    \$2,000,000 PRODUCTS - COMP/OP AGG    \$2,000,000 \$
D	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AWN6252837	07/23/2021	07/23/2022	COMBINED SINGLE LIMIT (Ea accident)    \$1,000,000 BODILY INJURY (Per person)    \$ BODILY INJURY (Per accident)    \$ PROPERTY DAMAGE (Per accident)    \$5,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0		UHN617490813 78187203	07/23/2021 07/23/2021	07/23/2022 07/23/2022	EACH OCCURRENCE    \$15,000,000 AGGREGATE    \$15,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?    Y/N (Mandatory in NH) <input checked="" type="checkbox"/> N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below		3102806493	06/21/2021	06/21/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT    \$1,000,000 E.L. DISEASE - EA EMPLOYEE    \$1,000,000 E.L. DISEASE - POLICY LIMIT    \$1,000,000
A	Liquor Liability		ZBN625309113	07/23/2021	07/23/2022	\$1,000,000/\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**\*\* Excess Liability Information \*\***

B 78187203 Eff Date: 07/23/2021 Exp Date: 07/23/2022  
 Excess Liability Retention: 0  
 (See Attached Descriptions)

**CERTIFICATE HOLDER**                      **CANCELLATION**

Hilton Worldwide Holdings Inc 7930 Jones Branch Drive Mc Lean, VA 22102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## DESCRIPTIONS (Continued from Page 1)

Excess Liability Each Occ Limit: \$15,000,000  
Excess Liability Aggregate Limit: \$15,000,000

Loc: AAM Freeport Hotel LLC, Hilton Garden Inn, 5 Park Street, Freeport ME 04032  
Hilton Worldwide Holdings Inc & its owners, subsidiaries & affiliates now or hereafter existing as additional insured including their employees, officers & directors per written contract or agreement. This insurance is primary and non-contributory for GL and Auto. Waiver of Subrogation applies in favor of the additional insured. Umbrella follows form over CGL, Auto, and Employers Liability. Terrorism is included. Coverage territory is worldwide provided that the insureds responsibility to pay damages must be determined in a suit on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada, or in a settlement that Citizens Insurance Company of America agrees to.

30 days notice of cancellation except 10 days due to non-payment