



**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, 2020 through December 31, 2020. 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 \$1,000,000, 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.

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Peter Joseph, Freeport Town Manager

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General Manager  
Hilton Garden Inn Freeport