

FACILITY USE AGREEMENT
(Recreational or Competitive Event)

THIS FACILITY USE AGREEMENT (this “Agreement”) is made by and between PINELAND FARMS, INC., a Maine nonprofit corporation with a mailing address of 1049 West Main Street, Dover-Foxcroft, Maine 04426 (“Grantor”) and _____ [and _____], [an individual] (or) [individuals] (or) [a Maine/(other state) corporation] (or) [a Maine/(other state) limited liability company] (or) [other], with a mailing address of _____ (whether one or more, “Facility User”).

WHEREAS, Grantor is the operator of certain real estate located in the Town of Dover-Foxcroft, Maine, generally known as the Piscataquis County Ice Arena and with a street address of 1049 West Main Street in Dover-Foxcroft, Maine (the “Property”) (the “Property”);

WHEREAS, Facility User desires to rent and use a portion of the Property, being the portion more particularly described on **Attachment A**, attached to, incorporated into, and made a part of this Agreement (the “Facility”), for purposes of hosting an event at the Facility, which event is also more particularly described on **Attachment A** (the “Event”); and

WHEREAS, Grantor and Facility User desire to set forth the terms and conditions on which Facility User may rent and use the Facility for the Event during the Term (as that term is hereafter defined).

NOW, THEREFORE, the parties agree as follows:

1. **Grant.** Grantor grants to Facility User the non-exclusive right to use the Facility during the period or periods comprising the Term (as hereafter defined) for purposes of hosting, conducting, and operating the Event in accordance with and subject to the terms and conditions set forth in this Agreement. Facility User accepts such grant and agrees to use the Facility only for such purposes in accordance with and subject to the terms and conditions set forth in this Agreement.
2. **Term; Event Time; Termination by Facility User.** Facility User shall have the right to use the Facility during the period(s) of time set forth on **Attachment A**. The period(s) of use authorized under this Agreement is(are) referred to herein as “Term.” Facility User shall have the right to terminate this Agreement only by giving written notice of termination to Grantor **at least thirty (30) days** prior to the commencement of the Term. In the event of any such termination, Facility User shall remain responsible for payment of the entire Rental Fee **except that if notice of termination is given to Grantor at least [180 days] prior to the commencement of the Term, then Facility User shall remain responsible for payment of [_____] % of the Rental Fee.**
3. **Rental Fee.** Facility User shall pay to Grantor, without setoff or deduction, a fee in the amount set forth on **Attachment A** (the “Rental Fee”) for the right to use the Facility as provided in this Agreement, which Rental Fee shall be due and payable as provided on **Attachment A**.
4. **Facility Use Terms and Conditions; Insurance Requirements.** The terms and conditions set forth on **Attachment B** to this Agreement and the insurance requirements set forth in **Attachment C** to this Agreement are incorporated into and form a part of this Agreement. Facility User has reviewed all attachments, schedules, and exhibits to this Agreement and agrees to observe, be bound by, and comply with all terms, covenants, conditions, requirements, and other provisions set forth therein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of this ___ day of _____, 20___.

FACILITY USER:
[IF ENTITY, INSERT ENTITY NAME]

GRANTOR:
PINELAND FARMS, INC.

[By:] _____
Printed Name: _____
[Title:] _____

By: _____
Printed Name: _____
Title: _____

LIST OF ATTACHMENTS/SCHEDULES/EXHIBITS

- Attachment A - Description of Facility and Event; Term; Event Date(s) and Time(s); Rental Fee; Security Deposit
- Attachment B - Terms and Conditions
- Attachment C - Insurance Requirements
- Attachment D - Form of Third-Party Operator Agreement
Schedule 1 to Third-Party Operator Agreement (Insurance Requirements)

ATTACHMENT A

(Description of Facility and Event; Term; Event Date(s) and Time(s); Rental Fee; Security Deposit)

1. Facility.

The Facility is the portion of the Property described as follows:

together with the right to use such areas on the Property for vehicular and pedestrian ingress, egress, and parking as are designated or permitted by Grantor.

2. Event.

The Event is as follows:

3. Term; Event Date(s) and Time(s).

Facility User shall have the right to use the Facility during the period commencing on _____, 20____, at _____ [a.m.]/[p.m.] and ending on _____, 20____, at _____ [a.m.]/[p.m.] (the "Term").

The Event will take place within the Term on _____, 20____ commencing no earlier than _____ [a.m.]/[p.m.] and ending no later than _____ [a.m.]/[p.m.]

4. Rental Fee.

The Rental Fee is: \$_____.

The Rental Fee is due and payable as follows: _____
_____.

5. Security Deposit.

The Security Deposit is: \$_____.

ATTACHMENT B
(Terms and Conditions)

The following terms and conditions are incorporated into and made a part of this Agreement:

1. **Covenants of Facility User.** Facility User is solely responsible for promoting, hosting, and otherwise coordinating, supervising, presenting, and operating the Event in all respects. Without limiting the generality of the foregoing:
 - (a) Facility User shall provide all personnel (including all necessary medical personnel) and all equipment and other personal property (including all necessary medical equipment) required for the Event, including Facility User's use of the Facility for the Event.
 - (b) Facility User shall procure all licenses, permits, and approvals that are required for the Event and/or Facility User's use of the Facility, if any, and shall comply with all laws, ordinances, rules, regulations, and requirements of every governmental authority applicable to the Event or the use of the Facility for the Event. **Without limiting the foregoing, Facility User acknowledges that the maximum capacity of the Facility is ____ persons.**
 - (c) Facility User shall not erect any signs, banners, or other promotional materials at the Facility other than those that are approved in all respects in advance by Grantor, including as to location, manner of installation, content, size, and design, which approval may be granted, conditioned, or withheld in the sole discretion of Grantor. No such approval shall be construed to impose on Grantor any liability or responsibility for any such signs, banners or promotional materials.
 - (d) Facility User shall procure and maintain insurance in accordance with the requirements set forth on **Attachment C**, attached to and made a part of this Agreement. The insurance requirements set forth on **Attachment C** shall not be construed to define, reduce, or otherwise limit Facility User's obligations hereunder, including Facility User's obligations to indemnify and defend, under this Agreement. Facility User shall provide evidence in form reasonably satisfactory to Grantor of the insurance required under this Agreement upon execution of this Agreement, prior to the commencement of the Term, and at any time upon reasonable request by Grantor. The delivery to Grantor of evidence of insurance and/or the review thereof by Grantor shall not limit the obligation of Facility User or any Third-Party Operator (as hereafter defined) to procure and maintain insurance as required by this Agreement or derogate from Grantor's rights if Facility User fails to procure and maintain (or cause any Third-Party Operator to procure and maintain) insurance in accordance with this Agreement.
 - (e) Facility User agrees to indemnify Grantor, the owner of the Property (August Corporation), any property manager for the Facility, and each of the respective directors, trustees, officers, employees, and agents of Grantor and the foregoing entities (each, in the singular, a "Releasee," and, in the plural, "Releasees") and, if requested by Grantor, to defend each Releasee with counsel reasonably satisfactory to Grantor, from and against any and all claims, demands, causes of action, losses, liabilities, damages, fines, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims and/or Expenses") threatened against or incurred by any of the Releasees and arising or alleged to arise, in whole or in part, out of (i) any breach of this Agreement by Facility User; and/or (ii) any occurrence at or arising out of the Event and/or the use of the Facility or the Property by Facility User, by any personnel retained for or in connection with the Event, by any attendee at or participant in the Event, any Third-Party Operator or any of its employees or agents, and/or by any other person claiming by, through, or under Facility User, including Claims and/or Expenses relating to bodily injury or property damage, **EVEN IF ANY OF SUCH CLAIMS AND/OR EXPENSES ARISE, OR ARE ALLEGED TO ARISE, OUT OF THE NEGLIGENCE OF ANY ONE OR MORE OF THE RELEASEES.** The obligations of Facility User under this sub-section shall apply to Claims and/or Expenses of Facility User's employees without regard to any immunity available to Facility User under workers' compensation laws, which immunity is hereby waived for purposes of this Agreement. The terms of this sub-section shall survive the termination of this Agreement and the expiration of the Term.
 - (f) Facility User shall obtain release and indemnification agreements in favor of the Releasees from all participants in the Event (and, in the case of participants who are minors, from a parent or guardian of such participants), under which the persons executing such agreements agree to release, indemnify, and defend the Releasees in connection with all Claims and/or Expenses arising out of the participant's participation in the Event, even if the same arise out of the negligence of any Releasee. Facility User shall maintain copies of all such agreements following the expiration of the Term and shall provide copies of the same to PFI upon request. The obligations under this sub-

section to maintain and provide copies of such agreements shall survive the termination of this Agreement and the expiration of the Term.

2. **Risk of Loss.** All risks of loss to all items of equipment, machinery, trade fixtures, and other personal property owned by or within the care, custody, or control of Facility User or any Third-Party Operator (collectively, "Facility User's Property") shall be borne by Facility User and Facility User hereby releases the Releasees of and from all liability for loss of or damage to any of Facility User's Property, **EVEN IF SUCH LOSS OR DAMAGE ARISES OUT OF THE NEGLIGENCE OF ANY OF THE RELEASEES**. Supplementing but without limiting the foregoing, Facility User assumes full responsibility to insure (or cause to be insured) all of Facility User's Property against loss or damage, including loss or damage from fire, theft, and other perils.
3. **Condition.** Grantor makes no warranty or representation to Facility User of any kind (express or implied) regarding the suitability of the Facility or the Property for the Event or the compliance of the Facility or the Property with applicable laws. Accordingly, Facility User acknowledges and agrees that it has made an adequate investigation and inspection of the Facility and the Property and has made its own determination regarding the suitability thereof for Facility User's proposed use and is satisfied with the condition, fitness, and order thereof. Facility User further agrees that it is accepting the right to use the Facility "AS IS," "WHERE IS," and "WITH ANY AND ALL FAULTS," and without any warranty, express or implied, as to the merchantability thereof or fitness thereof for any particular purpose. Facility User shall be responsible for all duties that would be owed by any owner of the Facility to persons lawfully at the Facility in connection with the Event, including taking such measures as are necessary to make the Facility reasonably safe for persons lawfully at the Facility in connection with the Event.
4. **Access to Facility; Ingress, Egress, and Parking.** Without limiting the non-exclusive nature of the right to use the Facility granted pursuant to this Agreement, Grantor and its employees, agents, contractors, and designees shall have the right to access the Facility at any time during the Term for inspection thereof or any other reasonable purpose. Grantor reserves the right to limit, otherwise restrict, and/or designate areas for ingress, egress, and parking in connection with the Event.
5. **Force Majeure.** Grantor reserves the right to order evacuation from, restrict utilities and services to, and or cause any persons, materials, equipment or other property to be removed from, the Facility and/or the Property if, in the judgment of Grantor, there is a threat to the safety or preservation of persons or property, but Facility User agrees that Grantor does not have any responsibility to do so. Should the Facility or any other portion of the Property be damaged by fire or any other cause, or if any Event of Force Majeure (as defined below) shall render the fulfillment of this Agreement by Grantor impracticable, then Grantor shall have the right to terminate this Agreement by giving written notice to Facility User. The term "Event of Force Majeure" means any and all acts of God (including weather), strikes, lock-outs, other industrial disturbances, fire, flood, windstorm, or other casualty or peril, acts of the public enemy, laws, rules, regulations, or other restraint of governmental or quasi-governmental entities, wars or warlike action, insurrections, riots, vandalism, terrorism, epidemics, civil disturbances, and any other causes not reasonably within the control of Grantor. Facility User releases all of the Releasees of and from all Claims and/or Expenses arising out of the exercise of any of Grantor's rights under this Section.
6. **Surrender.** No later than the end of the Term, Facility User will vacate the Facility and the Property and remove all of Facility User's Property therefrom, remove all trash and debris generated in connection with the Event, and repair all damage to the Facility and the Property, if any, arising out of the Event and/or the use of the same by Facility User, any participants in or attendees at the Event, any employees or agents of Facility User (if any), and/or by any person claiming by, through, or under Facility User (including any Third-Party Operator).
7. **Default/Termination.** Grantor shall have the right to terminate this Agreement by giving Facility User written notice of termination in the event that Facility User fails to observe or comply with any other provision of this Agreement.
8. **Additional Provisions.**
 - (a) **Security Deposit.** The Facility User shall pay to Grantor a security deposit in the amount set forth on **Attachment A** (the "Security Deposit") within five (5) business days after the date this Agreement is executed. The Security Deposit, less amounts deducted therefrom for costs incurred by Grantor for cleaning, trash disposal, repair of any damage arising out of the Event or the use of the Facility or the Property by any person pursuant to this Agreement, or any other breach of this Agreement by Facility User, shall be returned to Facility User within thirty (30) days after the end of the Term. Retention of all or any portion of the Security Deposit shall not limit Facility User's liability for any such cleaning, trash disposal, repair of damage, or other breach of this Agreement.

- (b) Animals. No dogs, cats, or other animals are permitted on the Property except to the extent otherwise required to be permitted by applicable law.
- (c) Smoking/Vaping. No smoking or vaping is permitted on the Property.
- (d) Drones/Unmanned Aircraft Prohibited. Without limiting Facility User's obligation to comply with applicable laws, in no event shall Facility User operate or permit any drones or other unmanned aircraft at or in the airspace above the Facility or the Property.
- (e) Concussion Awareness Program and Protocols. Facility User warrants to Grantor that Facility User has, and that Facility User and all of its supervisory personnel (including coaches) will comply with, a concussion awareness program and concussion protocols that are no less stringent than Grantor's program and protocols, copies of which have been received and reviewed by Facility User.
- (f) insert other, specific obligations, if any (or) (Reserved.)

9. Miscellaneous.

- (a) This Agreement (including this Attachment and all other attachments, exhibits, and schedules to the Agreement) contains the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings, and commitments, written or oral. No representation, inducement, or agreement, oral or otherwise, between the parties pertaining to the subject matter hereof that is not contained herein shall be of any force or effect.
- (b) Notices under this Agreement shall be given by (i) personal delivery; (ii) certified mail, return receipt requested, postage prepaid, addressed to the party to receive such notice at the address of such party as set forth in the first paragraph or such other address as that party may have designated by notice (the "Notice Address"); or (iii) FedEx or other nationally-recognized overnight courier service that provides evidence of delivery, addressed to the party to receive such notice at the applicable Notice Address. Any such notice shall be deemed given when delivered personally or, in the case of mailing or overnight courier as provided herein, when deposited with the postal service or such courier service.
- (c) Facility User shall not assign this Agreement and shall not sub-let or sub-license the Facility or any portion thereof (including to any caterer) without the prior written consent of Grantor in each instance, which consent may be withheld in Grantor's sole discretion. In the event of any assignment, sub-letting or sub-licensing, the assignee, sub-lessee or sub-licensee (each, a "Third-Party Operator") must maintain insurance coverage in accordance with the requirements set forth on Attachment D (including Schedule 1 thereto) and the Third-Party Operator must agree, pursuant to a Third-Party Operator Agreement in the form attached to this Agreement as Attachment D, to defend, indemnify and release the Releasees to the same extent as Facility User has agreed to do so hereunder.
- (d) The relationship between Grantor and Facility User is that of independent contractors and not agents or employees. Under no circumstances shall this Agreement or the relationship of the parties be considered a partnership or joint venture.
- (e) This Agreement and all claims and causes of action (whether arising in contract, in tort, by statute, or otherwise) that may be based upon, arise out of, or relate to this Agreement, shall be governed by, and enforced in accordance with, the internal laws of the State of Maine, including its statutes of limitations, without regard or reference to conflicts of law principles. Facility User irrevocably submits to the exclusive jurisdiction of the state and federal courts within the State of Maine. Grantor shall have the right to recover its reasonable attorneys' fees in enforcing this Agreement.
- (f) The word "person" includes any individual, corporation, partnership (general or limited), joint venture, limited liability company, association, trust, estate, or other legal entity. Whenever the word "include," "includes," or "including" is used in this Agreement, it is deemed to be followed by the words "without limitation." The terms "hereof," "herein," "hereby," "hereunder" and similar expressions refer to this Agreement as a whole and not to any particular section of this Agreement unless the context otherwise requires. Captions and headings in this Agreement are for convenience of reference only and shall not affect the meaning, construction, or effect of any provision of this Agreement.

- (g) Facility User and the person executing this Agreement on behalf of Facility User represent and warrant to Grantor that Facility User has the full right, power, and authority to enter into and perform this Agreement and that such person is duly authorized to execute and deliver this Agreement on behalf of Facility User.
- (h) This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute a single instrument.

ATTACHMENT C
(Insurance Requirements)

Facility User shall procure and maintain the following types of insurance in accordance with the following requirements:

1. Commercial general liability insurance, written on an occurrence basis, with respect to bodily injury, property damage, personal and advertising injury, and medical expenses arising out of or in connection with the Event, or the use of, or operations carried on by the Operator in or from or otherwise in connection with, the Facility or the Property, with:
 - (a) minimum limits of (1) \$1,000,000.00 per occurrence for bodily injury (including death) and property damage; (2) \$300,000.00 for damage to rented premises (each occurrence); (3) \$1,000,000.00 for personal injury and advertising injury; (4) \$2,000,000.00 general aggregate; and (5) \$2,000,000.00 annual aggregate with respect to products and completed operations;
 - (b) coverage for liability arising out of non-owned motor vehicles;
 - (c) coverage for Facility User's indemnification obligations under this Agreement (but this provision shall not be construed to limit any of Facility User's obligations under this Agreement);
 - (d) if Facility User has custodial or supervisory responsibility for or other interactions with minors, sexual abuse and molestation coverage with the foregoing limits; and
 - (e) if alcoholic beverages are being furnished in connection with the Event, Facility User must also procure and maintain liquor liability coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
2. Automobile liability insurance for liability arising out of all motor vehicles owned by, leased to, or licensed by the Facility User, with a minimum limit of liability of \$1,000,000.00 for each accident.
3. Workers compensation insurance in amounts required by applicable law and providing for waiver of subrogation in favor of Grantor, the owner of the Property (August Corporation), and such other persons as Grantor may reasonably designate from time-to-time.
4. Umbrella excess liability insurance with a limit of at least \$5,000,000.00, written on an occurrence basis, and on a following form basis over the insurance described in Sections 1 through 3.
5. Special causes of loss form (also known as "all risk") property insurance insuring, on a replacement cost basis (without any deduction for depreciation), all equipment, machinery, trade fixtures and other personal property owned by or within the care, custody, or control of Facility User, with limits in an amount not less than 100% of the full replacement cost of all such property, and without co-insurance provisions. Such policy(ies) of property insurance shall contain waivers of subrogation in favor of Grantor, the owner of the Property (August Corporation), and such other persons as Grantor may reasonably designate from time-to-time.
6. All policies of insurance required hereunder shall: (a) be issued by companies that are licensed in the State of Maine and have at least an "A-" Rating Classification and a financial size category of at least Class IX in the most recent edition of A.M. Best's Key Rating Guide for insurance companies; (b) provide that they may not be canceled or modified without at least 10 days prior written notice to the Grantor; and (c) not contain any deductible or self-insured retention in excess of \$5,000.00. Operator shall be solely responsible for payment of all deductibles under the policies of insurance required by this Agreement and such deductibles shall not be recoverable from Grantor or any other Releasee.
7. The insurance required under Sections 1, 2, and 4 of this Attachment shall name Grantor, the owner of the Property (August Corporation), and such other persons as are reasonably designated by Grantor, as additional insureds on ISO Form 2026 11 85, without modification. Such insurance policies shall be primary to and not contributory with any insurance coverage of Grantor, the owner of the Property (August Corporation), or any other additional insured.

ATTACHMENT D
(Form of Third-Party Operator Agreement)

THIRD-PARTY OPERATOR AGREEMENT

Reference is made to that certain Facility Use Agreement dated _____, 20__ (the "Facility Use Agreement"), between PINELAND FARMS, INC. ("Grantor") and _____ ("Facility User").

In consideration of the undersigned Third-Party Operator being provided permission from Facility User to make use of and/or conduct operations at the Facility in connection with the Event, Third-Party Operator hereby:

1. confirms and certifies that Third-Party Operator has reviewed and will comply with the Facility Use Agreement, including all attachments, schedules, and exhibits thereto;
2. agrees to indemnify, defend, hold harmless and, does hereby release, the Releasees in accordance with the same provisions as Facility User has agreed to do so pursuant to the terms and conditions of the Facility Use Agreement, and for purposes of this agreement of Third-Party Operator, the term "Third-Party Operator" is substituted for "Facility User" in each of such provisions; and
3. agrees to procure and maintain insurance as set forth on Schedule 1, attached hereto and made a part hereof.

Grantor is expressly intended as a third-party beneficiary of this Third-Party Operator Agreement.

Capitalized terms that are used and not defined in this Third-Party Operator Agreement and that are defined in the Facility Use Agreement have the meaning set forth in the Facility Use Agreement.

Date: _____, 20__

THIRD-PARTY OPERATOR:

[name]

By: _____
Name: _____
Title: _____

FACILITY USER

[IF ENTITY, INSERT ENTITY NAME]

By: _____
Name: _____
Title: _____

Schedule 1
to Third-Party Operator Agreement

Third-Party Operator shall procure and maintain the following types of insurance in accordance with the following requirements:

1. Commercial general liability insurance, written on an occurrence basis, with respect to bodily injury, property damage, personal and advertising injury, and medical expenses arising out of or in connection with the Event, or the use of, or operations carried on by the Third-Party Operator in or from or otherwise in connection with, the Facility or the Property, with:
 - (a) minimum limits of (1) \$1,000,000.00 per occurrence for bodily injury (including death) and property damage; (2) \$300,000.00 for damage to rented premises (including the Facility) (each occurrence); (3) \$1,000,000.00 for personal injury and advertising injury; (4) \$2,000,000.00 general aggregate; and (5) \$2,000,000.00 annual aggregate with respect to products and completed operations; and
 - (b) coverage for liability arising out of non-owned motor vehicles;
 - (c) coverage for Third-Party Operator's indemnification obligations under this Third-Party Operator Agreement (but this provision shall not be construed to limit any of the Third-Party Operator's obligations under the Third-Party Operator Agreement); and
 - (d) if Third-Party Operator is selling, serving, or otherwise furnishing alcoholic beverages, Third-Party Operator must also procure and maintain liquor liability coverage with minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
2. Automobile liability insurance for liability arising out of all motor vehicles owned by, leased to, or licensed by Third-Party Operator, with a minimum limit of liability of \$1,000,000.00 for each accident.
3. Workers compensation insurance in amounts required by applicable law and providing for waiver of subrogation in favor of Grantor, the owner of the Property (August Corporation), and such other persons as Grantor may reasonably designate from time-to-time.
4. Umbrella excess liability insurance with a limit of at least \$5,000,000.00, written on an occurrence basis, and on a following form basis over the insurance described in Sections 1 through 3.
5. Special causes of loss form (also known as "all risk") property insurance insuring, on a replacement cost basis (without any deduction for depreciation), all equipment, machinery, trade fixtures and other personal property owned by or within the care, custody, or control of Third-Party Operator, with limits in an amount not less than 100% of the full replacement cost of all such property, and without co-insurance provisions. Such policy(ies) of property insurance shall contain waivers of subrogation in favor of Grantor, the owner of the Property (August Corporation), and such other persons as Grantor may reasonably designate from time-to-time.
6. All policies of insurance required hereunder shall: (a) be issued by companies that are licensed in the State of Maine and have at least an "A-" Rating Classification and a financial size category of at least Class IX in the most recent edition of A.M. Best's Key Rating Guide for insurance companies; (b) provide that they may not be canceled or modified without at least 10 days prior written notice to the Grantor; and (c) not contain any deductible or self-insured retention in excess of \$5,000.00. Operator shall be solely responsible for payment of all deductibles under the policies of insurance required by this Agreement and such deductibles shall not be recoverable from Grantor or any other Releasee.
7. The insurance required under Sections 1, 2, and 4 of this Schedule shall name Grantor, the owner of the Property (August Corporation), and such other persons as are reasonably designated by Grantor, as additional insureds on ISO Form 2026 11 85, without modification. Such insurance policies shall be primary to and not contributory with any insurance coverage of Grantor, the owner of the Property (August Corporation), or any other additional insured.