

CITY OF INDEPENDENCE, KANSAS POLICY FOR USE AND RENTAL OF MEMORIAL HALL AND CIVIC CENTER

I. Rental Fees and Policies

A. Lease Requirements

Any rental of space within the Memorial Hall and Civic Center will require a lease agreement which must be signed to confirm the reservation. There will be no reservations made without payment of room fees. If both a signed lease agreement and payment have not been received the event will not be reserved.

B. Rental of any room on any level will come under one of the below listed classifications. Determination of the applicable classification shall be made in the sole discretion of the City Manager or his/her designee taking into consideration all relevant factors:

1. Class A -- Private functions such as wedding receptions, rehearsal dinners, family reunions, company banquets, and similar activities; functions conducted primarily for a commercial purpose or a for profit purpose.
2. Class B -- Private functions of any 501(c)(3) or nonprofit entity. Under this class, the function must be primarily for the benefit of the 501(c)(3) or nonprofit entity.
3. Class C -- Functions approved by the City Manager, or his/her designee, which are sponsored by a federal, state or local governmental agency, including schools and colleges, for which no admission is charged. To the extent that such an activity is conducted after normal working hours, the rates for a Class B activity shall be applicable.
4. Class D -- Community based functions and events to be charged a negotiated rate as determined by the City Manager, or his/her designee.

C. Rental Rates

Attached is Appendix A.

D. Memorial Hall and Civic Center Labor

Memorial Hall and Civic Center Labor will be charged a per hour rate as included in Addendum A to pay for the cost of services required by the Lessee to include set up, clean up and supervision of any activity. A Memorial Hall and Civic Center employee must be present during all use of a portion of the building and keys to the building and/or rooms are not available to users.

E. Deposits

1. Alcohol Deposit -- An additional deposit (in an amount shown in Attachment A) for groups serving alcohol will be required.
2. Damage Deposit -- A cash damage deposit may be required as deemed necessary by the Building Supervisor based on the type of activity.

F. Payment Terms

1. The full rental fee, any applicable deposits and a signed lease will be required upon rental of any space the day the reservation is made. At the discretion of the City Manager the rental fee may include estimated labor costs. In the case that an event is not scheduled 10 days prior to the reservation, payment in full at the time the reservation is made will be required.
2. Any balance for labor costs and/or damage or alcohol deposits not utilized will be refunded.

G. Refunds

Refunds will be provided upon written notice of cancellations received at least 60 days prior to the date reserved. No refund will be provided if cancellation of event is less than 60 days prior to the date reserved. Eligible refunds shall be returned within 30 days of cancellation.

H. Building Reservations

The auditorium and rooms in the Memorial Hall and Civic Center are reserved on a first come, first served basis. Special consideration is given to events with standing annual reservations, reservations will not be honored until the date the rental fees are received. Consecutive weekly or monthly use is not allowed unless special permission is granted by the City Manager.

I. Sales Tax Payments

Tickets or merchandise sold regardless of the nonprofit or for-profit status of the Lessee, are subject to state and local sales taxes. Lessee is responsible for ensuring that all applicable sales tax is paid for events in which admission is charged or merchandise is sold. The Building Supervisor may require the Lessee's state sales tax number.

II. Memorial Hall and Civic Center Use Requests

A. Hours of Operation

1. Normal hours of operation are from 8 AM to 5 PM, Monday through Friday. After hours and weekends are available for prescheduled events.
2. The Memorial Hall and Civic Center will be closed on the following holidays unless a community activity is preapproved and sponsored by the City:
 - i. New Year's Day
 - ii. Easter Sunday
 - iii. Memorial Day

- iv. Independence Day
- v. Labor Day
- vi. Veterans Day
- vii. Thanksgiving Day
- viii. The day after Thanksgiving
- ix. Christmas Day.

B. Decorations

Decorations of any type are not allowed in the Memorial Hall and Civic Center without a prior request by the user detailing the description and method of placement. Written approval by the Building Supervisor is required prior to placement.

C. Event Management and Supervision

The City is not responsible for the planning, promotion and/or organization of the Lessee's event. Lessee will provide adequate staffing on the day of the event to coordinate all phases of its program. City personnel will be available on site to assist as necessary but will not be expected to assume responsibility of the success of the Lessee's event. Failure to adhere to these provisions may result in termination of rental privileges of the Memorial Hall and Civic Center.

D. Tobacco Products and E-Cigarettes

Use of tobacco products is prohibited by State Law anywhere within the Memorial Hall and Civic Center. The City also prohibits e-cigarettes and other related vapor type products in all City facilities. Lessee is responsible to ensure that these restrictions are adhered to during events held.

E. Alcoholic Beverages

1. One person, whose name, address, cell number, and e-mail address which are submitted to the Memorial Hall and Civic Center Management, shall be held responsible for the handling of the alcoholic liquor and cereal malt beverages in the Memorial Hall and Civic Center.
2. Written permission must be given by Memorial Hall and Civic Center management to any group requesting alcoholic liquor and beverages in the Memorial Hall and Civic Center, prior to event.
3. The use of alcoholic beverages will be allowed in areas as approved by the City Manager and will be allowed only when used in conformance of State laws and City ordinances.
4. An alcohol deposit will be required from any group or organization that serves alcoholic liquor and/or cereal malt beverages.
5. The City shall not sell alcoholic liquor or beverages to guests or members of the public.
6. No person shall bring, carry, or in any other manner transport into the Memorial Hall and Civic Center food or beverages of any kind whatsoever unless prior written approval is obtained from the Building Supervisor.

7. No person, while in or on the premises, shall possess any food or beverages contained in glass bottles or other container of breakable material unless prior approval is obtained from the Building Supervisor.

F. Damages

Any damage to the building shall be at the expense of the Lessee and a cash damage deposit may be required as deemed necessary by the Building Supervisor.

G. Americans with Disabilities Act (ADA)

Lessee is responsible for compliance with all Title II provisions of the federal legislation known as the Americans with Disabilities Act of 1990. Title II guarantees access to all public programs and services of persons with disabilities. Lessee agrees to provide, upon request, special consideration for its disabled patrons.

H. Occupancy Limits

Lessee is responsible for ensuring that the number of audience members or attendees to its events is within the legal occupancy limit of the building, as determined by local fire officials. The number of tickets sold throughout the event will not exceed the permanent seats available. No "Standing Room Only" tickets will be sold.

I. Painting and Set Construction

1. There will be no painting allowed on stage without permission of the Building Supervisor.
2. Set construction on the stage will be under the supervision of the Building Supervisor. There will be no foreign objects driven into the stage floor at any time.
3. The mechanical fly system shall be operated under the supervision of the Building Supervisor.

J. Pyrotechnics and Special Effects

All pyrotechnical devices such as flash pots and flame projectors are prohibited for use in the Memorial Hall and Civic Center. Other special effects equipment such as fog machines, lasers, gas vehicles or equipment and other devices must be approved for use by the Building Supervisor prior to the event and will be made available for inspection by local fire officials. Lessee is responsible for any damage to the Memorial Hall and Civic Center, or its equipment, or any other costs incurred resulting from the use of any special effect device.

K. Staffing for Events

Special services are the responsibility of the Lessee to request and pay for stage hands, operators, tickets, ticket sellers, ushers and other personnel as required for their use. All individuals hired by the Lessee are subject to review by the Building Supervisor and the Building Supervisor may refuse to allow such individuals to work within the Memorial Hall and Civic Center.

Furthermore, the City reserves the right that any person hired by the Lessee may be requested to be removed from the premises at any time by the Building Supervisor. For some activities the Building Supervisor may have personnel available to perform some of the above functions.

III. Use of Auditorium Equipment

A. Sound System Levels

The Building Supervisor is authorized to require the Lessee, or any sound technician hired by the Lessee to reduce their decibel level of any sound reinforcement system used in the auditorium. Failure to comply will be considered a violation of City policy and may result in termination of building privileges.

B. Sound Equipment and Lighting

1. The Building Supervisor will have complete control of how the sound system is setup and utilized during any and all events. The Building Supervisor will work in cooperation with the sponsoring organization to accomplish the sound required in the technical specifications. At no time, will anyone else, including promoters, stage managers, directors, lighting or sound technicians, etc, make a final decision concerning the above without the permission of the Building Supervisor.
2. No unauthorized person shall setup or operate the auditorium sound system.
3. The operation of all sound equipment, stage lighting must be done by the Building Supervisor and/or auxiliary personnel approved by the Building Supervisor who have been properly trained in the use of such equipment. Any persons hired to operate the City's sound and lighting equipment shall be hired by the Building Supervisor or approved by the Building Supervisor and the actual cost will be added to the bill of the Lessee. Lessee must choose from a list of technicians approved by the Building Supervisor for sound and lighting operations.

C. Alteration of Stage Rigging

The operation of all stage rigging must be done by the Building Supervisor and/or auxiliary personnel approved by the Building Supervisor who have been properly trained in the use of such equipment. Any persons hired to operate the City's stage rigging equipment shall be hired by the Building Supervisor or approved by the Building Supervisor and the actual cost will be added to the bill of the Lessee.

IV. General Requirements

A. Hold Harmless

The City of Independence, and its employees, are not responsible for any claims for loss, injury or damage to persons or property, including claims of employees of the Lessee or any contractor or subcontractor arising out of any activities of the Lessee or guest.

B. Liability Insurance

It is the responsibility of the Lessee to obtain commercial general liability insurance coverage of at least \$500,000 for any for profit event and to name the City of Independence as an additional insured. The Lessee may be required to furnish a certificate of insurance containing terms outlined above prior to occupancy of the facility.

C. Patents and Performing Rights or Licenses

Lessee will assume all costs of the use of patents, trade rights or franchised from copyrighted music, materials, devices, processes or dramatic rights used on or incorporated into its events. Furthermore, Lessee agrees to indemnify and hold harmless the City of Independence, the municipal auditorium and Memorial Hall and Civic Center, their agents and employees from any claims, losses or expenses incurred with regard to such cost, charges, authorization or license fees. Lessee may be required to provide legal name, address, telephone number if demanded of the auditorium by a performing rights licensing agency.

D. Security Personnel

The Police Chief may require the presence of sworn law enforcement officers or approved private security personnel during Lessee's event and specify the number of officers and their qualifications. If security personnel are deemed necessary, Lessee may secure them independently or ask the Building Supervisor to provide them. If private security officers are hired, then they will be paid directly by the Lessee to the security company.

E. Concession and Merchandising Rights

1. Concession stands must be preapproved by the Building Supervisor and, if approved, may only be operated in a place designated by the Building Supervisor. The Lessee is responsible to ensure that no food or drink is allowed inside the auditorium.
2. If the Lessee does not wish to operate a concession stand the Building Supervisor reserves the right to make other arrangements for concession sales during the Lessee's event.
3. The sale of T-shirts, recordings and other merchandise for an activity in the auditorium shall be in a place designated by the Building Supervisor.

F. Verification of Sales

The Building Supervisor shall be allowed to examine the sale records and monitor the accounting process at the conclusion of the event. This shall include, but not be limited to; ticket sales, and admission charges.

V. Advertising and Signage

A. Signage

The placement of any type advertising or signage in or on Memorial Hall and Civic Center is prohibited without approval of the Building Supervisor.

B. Use of Marquee Sign

1. Use of the Marquee sign will only be utilized to advertise activities scheduled in the Memorial Hall and Civic Center. The marquee is electronic, and several messages may cycle throughout the day, therefore no one event may have exclusive use of the marquee.
2. Use of the Marquee sign will not be utilized to advertise any commercial ventures or civic activities that are not conducted in the Memorial Hall and Civic Center.
3. As determined by the City Manager the marquee sign may be utilized to promote the community and City sponsored special events.

Appendix A

Memorial Hall and Civic Center Rental Rates

Room	Class A*	Class B*	Class C*
Civic Center, Gallery & Kitchen	\$300.00	\$150.00	No charge
Gallery Only	\$100.00	\$50.00	No charge
Civic Center & Gallery	\$250.00	\$125.00	No charge
Kitchen Only	\$50.00	\$25.00	No charge
American Legion Auxiliary (Room 104)	\$100.00	\$50.00	No charge
Veteran's Room - North (Room 106)	\$100.00	\$50.00	No charge
Veteran's Room - South (Room 108)	\$100.00	\$50.00	No charge
Veteran's Room - All (Rooms 106 & 108)	\$150.00	\$75.00	No charge
Veterans of Foreign Wars Room (Room 107)	\$50.00	\$25.00	No charge
Spanish American War Veterans Room (Room 109)	\$50.00	\$25.00	No charge
Patriot Room (Room 110)	\$40.00	\$20.00	No charge
Rental of all Meeting Rooms on Lower Level (104, 106, 108, 107, 109 & 110)	\$265.00	\$165.00	No charge
Green Room (Room 212)	\$40.00	\$20.00	No charge
Auditorium** (including dressing rooms)	\$500 <u>or</u> 5% of the gross sales for tickets, whichever is greater.	\$200.00	No charge
Auditorium Lobby***	\$100.00	\$50.00	No charge
Lower Level of Auditorium Only****	\$300.00 <u>or</u> 5% of the gross sales for tickets, whichever is greater.	\$150.00	No charge
Independence Experience (Weekend)****	\$760.00	\$380.00	No charge
Independence Experience (Week Nights)****	\$620.00	\$310.00	No charge
Ultimate Independence Experience****	\$1,080.00	\$540.00	No charge
Independence Wedding Experience****	\$1,480.00	N/A	N/A
Dressing Rooms	\$50.00	\$25.00	No charge
Labor Per Employee Per Hour*	\$25.00	\$25.00	\$25.00
White Round Table Cloths (Price per table cloth)	\$7.00	\$7.00	\$7.00

*No charge for labor during normal working hours, however, labor will be charged after hours and on weekends. If staff is required to stay past midnight, labor charges are then \$50 per hour.

**Cost for lighting, sound and stage technicians contracted by the City will be billed to the lessee/permittee at direct costs.

***There will be no charge for the Auditorium Lobby when renting the Auditorium if Lobby is only utilized for ingress and egress of attendees and box office sales. However, if the Lobby is utilized for selling merchandise and/or concessions an additional fee for the Auditorium Lobby will apply. If only the Auditorium Lobby is being utilized the Auditorium Lobby fee will apply.

****Please refer to pages 3 and 4 of Appendix A for details regarding discounted and package rates.

Appendix A

Classifications (I-B)

- Class A** -- Private functions such as wedding receptions, rehearsal dinners, family reunions, company banquets, and similar activities; functions conducted primarily for a commercial purpose or a for profit purpose.
- Class B** -- Private functions of any 501(c)(3) or nonprofit entity. Under this class, the function must be primarily for the benefit of the 501(c)(3) or nonprofit entity.
- Class C** -- Functions approved by the City Manager, or his/her designee, which are sponsored by a federal, state or local governmental agency, including schools and colleges, for which no admission is charged. To the extent that such an activity is conducted after normal working hours, the rates for a Class B activity shall be applicable.
- Class D** -- Community based functions and events to be charged a negotiated rate as determined by the City Manager, or his/her designee.

Deposits (I-E)

- An additional deposit for groups serving alcohol will be \$500.
- An additional damage deposit may be required as deemed necessary by the Building Supervisor based on the type of activity in an amount to be determined on a case by case basis.

Payment Terms (I-F)

The full rental fee, any applicable deposits and a signed lease will be required upon rental of any space on the day the reservation is made. At the discretion of the City Manager the rental fee may include estimated labor costs. In the case that an event is not scheduled 10 days prior to the reservation, payment in full at the time the reservation is made will be required. Any balance for labor costs and/or damage or alcohol deposits not utilized will be refunded.

Verification of Sales (IV-F)

The Building Supervisor shall be allowed to examine the sale records and monitor the accounting process at the conclusion of the event. This shall include, but not be limited to; ticket sales, and admission charges.

Marquee Rental Rates (V-B)

The marquee may only be rented in conjunction with an activity at the Memorial Hall and Civic Center.

Rental fees are as follows:

- First two days are free
- \$15 third day
- \$5 each additional day.

Please note that the new marquee is electronic, and several messages may cycle throughout the day, therefore no one event may have exclusive use of the marquis.

Rental of Table Linens and Dishes

Rental cost for table linens and dishes, if rented through the City, will be at cost. Advanced reservations may be required by the rental company.

Appendix A

Discounted/Package Rates

Half/Partial Day Rentals: If rental time of a room is four hours or less a 25% discount will be applied to the room fee.

Auditorium Fees: To rent only the lower level of the Auditorium, which seats 1058 with wheel chair access seating, the cost is \$300.

The Independence Experience (For Weekend Events)-\$760

You save \$190 off the regular rates

**An Alcohol Deposit of \$500 is required if there will be alcohol served during your event. The deposit will be returned in full pending any damages or additional Labor/Supervision charges.*

INCLUDES

- Access
 - Day of event 8am-midnight (building must be **VACATED** by midnight). Should you need access to the building beyond the hours listed, there will be an additional \$50 per hour Labor/Supervision charge.
- Civic Center
- Gallery
- Kitchen
- Tables
- Banquet Chairs
- Portable Stage
- White Table Cloths (for round banquet tables only)
- On-Site Supervision

The Independence Experience (For Week Night Events)-\$620

You save \$150 off the regular rates

** An Alcohol Deposit of \$500 is required if there will be alcohol served during your event. The deposit will be returned in full pending any damages or additional Labor/Supervision charges.*

INCLUDES

- Access
 - Day of event 8am-midnight (building must be **VACATED** by midnight). Should you need access to the building beyond the hours listed, there will be an additional \$50 per hour Labor/Supervision charge.
- Civic Center
- Gallery
- Kitchen
- Tables
- Banquet Chairs
- Portable Stage
- White Table Cloths (for round banquet tables only)
- On-Site Supervision

APPENDIX A

The Ultimate Independence Experience-\$1,080

You save \$270 off the regular rates

**An Alcohol Deposit of \$500 is required if there will be alcohol served during your event. The deposit will be returned in full pending any damages or additional Labor/Supervision charges.*

INCLUDES

- Access
 - Friday 8am-5pm and Saturday 10am-Midnight (Building must be **VACATED** by midnight). Should you need access to the building beyond the hours listed, there will be an additional \$50 per hour Labor/Supervision Charge.
- Civic Center
- Gallery
- Kitchen
- Dressing Rooms
- Tables
- Banquet Chairs
- Portable Stage
- White Tables Cloths (for round banquet tables only)
- On-Site Supervision

The Independence Wedding Experience-\$1,480

You save \$370 off the regular rates

**An Alcohol Deposit of \$500.00 is required if there will be alcohol served during your event. The deposit will be refunded in full pending any damages or any additional Labor/Supervision charges.*

INCLUDES

- Access
 - Friday 8am-7pm and Saturday 10am-Midnight (Building must be **VACATED** by midnight). Should you need access to the building beyond the hours listed, there will be an additional \$50 per hour Labor/Supervision Charge.
- Lobby
- Civic Center
- Gallery
- Kitchen
- Dressing Rooms
- Tables
- Banquet Chairs
- Portable Stage
- White Table cloths (for round banquet tables only)
- On-Site Supervision

City of Independence, Kansas Memorial Hall and Civic Center Lease Agreement

AN AGREEMENT made this ____ day of _____, 20____, between THE CITY OF INDEPENDENCE, KANSAS, (herein referred to as the "City"), and _____ (herein referred to as the "Permittee"), for the use of the Independence Memorial Hall and Civic Center, Independence, Kansas, (herein referred to as the "Facility") for the date(s) and time(s) specified below:

1. The Policy for Use and Rental of Memorial Hall and Civic Center, (herein referred to as the "Policy"), are hereby incorporated by reference into this Agreement. In the event of a conflict between the terms and conditions stated herein and those of the Policy, those stated herein are controlling.

A copy of the Policy is provided to the Permittee along with this Agreement at the time of reservation. A copy of the Policy is available for inspection at the Building Supervisor's Office, Independence Memorial Hall and Civic Center, Independence, Kansas.

2. The City hereby grants to the Permittee the right to use and occupy the following room(s) of the Facility on the following dates and times:

Room(s): _____

Date(s): _____

Time(s): _____

3. The Permittee warrants that said use is for the following and no other purpose:

4. In consideration for said use of the Facility, the Permittee agrees to pay the City \$_____ or 5% of gross ticket/admission sales in excess of \$_____ (if tickets are sold or admission is charged). The Permittee also agrees to pay a damage deposit of \$_____(if applicable). Conditions for payment of fees and refund of deposits are set out in the Policy.

5. The Building Supervisor shall be allowed to examine the sale records and monitor the accounting process at the conclusion of the event. This shall include, but not be limited to; ticket sales, and admission charges.
6. The Permittee warrants that they are aware that decorations of any type are not allowed in the Memorial Hall and Civic Center without a prior request by the user detailing the description and method of placement. Written approval by the Building Supervisor is required prior to placement.
7. The Permittee warrants that they are aware of the City's policies regarding alcohol and tobacco use in the facility and will abide by said policy.
8. The Permittee is responsible for providing bodily liability insurance coverage for their self, its agents and its employees. In addition, the Permittee is required to obtain commercial general liability insurance coverage of at least \$500,000 for any for profit event and to name the City of Independence as an additional insured. Permittee agrees to indemnify and hold harmless the City against all claims for loss, injury or damage to persons or property arising out of or resulting from the activities conducted by the Permittee, its agents, employees, members or guests.
9. The Permittee agrees to reimburse the City for any labor expenses incurred for setup, supervision or cleanup performed by Memorial Hall and Civic Center staff at a rate as shown in Appendix A of the Policy for Use of the Memorial Hall and Civic Center.
10. The Permittee agrees to reimburse the City for any expenses incurred from the hiring of technical personnel (to wit: sound, lighting, and stage technicians) as required by the artists' addendum.
11. This Agreement and the rights of the Permittee hereunder may not be assigned or transferred without the prior written approval of the City.
12. The Permittee will not, for any event open to the general public, on the grounds of race, color, sex, religion, national origin, ancestry, physical handicap, or age, except where age is bona fide occupational qualification, permit discrimination against any Persons in the use or occupancy of the Facility.
13. This Agreement is governed by the laws of the State of Kansas.
14. In the event the Facility or any part thereof shall be damaged or destroyed by any casualty or unforeseen occurrence, or if the fulfillment of this Agreement by the City is otherwise rendered impossible, whether by act of nature or man, then this Agreement shall terminate, and the Permittee shall pay rental and other charges only for use of the Facility up to the time of termination. In the event of such termination, Permittee specifically waives any claim for damages or compensation related to such termination.
15. It is understood and agreed that in the event the Permittee shall breach any of the terms or conditions of this Agreement, the initial rental deposits herein provided for shall be forfeited to the City as liquidated damages and the City shall be entitled to the

Permittee's Initials _____

**APPLICATION FOR RESERVATION OF
MEMORIAL HALL AND CIVIC CENTER
FACILITIES**

Application Date: _____

(PLEASE PRINT)

Additional Information

Date(s) of Activity:	
Room(s) Requested:	
Package Rate Requested:	
Approx. Time Building Must Be Open:	
Approx. Time Building Will Be Vacated:	
Type of Activity:	
Admission Charged:	
Alcohol Served/Sold:	
Organization/Sponsor:	
Person Responsible:	
P.O. Box/Street:	
City, State, Zip:	
E-mail Address:	
Home and Cell Phone:	
Estimated Attendance:	
Classification:	
Marquee Sign (# of Days & Message):	

Items Requested

# of Banquet Chairs		Head Table	
# of 60" Round Tables		#of Persons at Head Table	
# of Meeting Chairs		Podium (Stand-up or table top)	
# of 30" x 72" Tables		P.A. System	
# of 30" x 96" Tables		# of Microphones	
PowerPoint Projector and Screen		Portable Stage	

NOTES: _____

Rental Fees Due

OFFICE USE ONLY – STAFF WILL COMPLETE THIS SECTION	
\$ _____ Room Fees X _____ Days	\$ _____
_____ Estimated Labor Hours X \$25 X _____ # of Employees	\$ _____
Alcohol Deposit (\$500)	\$ _____
Damage Deposit (\$TBD)	\$ _____
Marquee Rental (2 Days Free, \$15 3rd day, \$5 each day after that)	\$ _____
Table Cloth Rental (\$7 per table cloth)	\$ _____
Total due at time of reservation being made	\$ _____

Any amount due which exceeds the prepaid rental fees will be billed. Any balance for labor costs and/or damage or alcohol deposits not utilized will be refunded.

Signature of Renter: _____