

CENTRAL PARK FACILITIES USE RESERVATION FORM

THIS FORM MUST BE FILLED OUT AND RETURNED TO ANDOVER CITY HALL

1609 E CENTRAL, POB 295, ANDOVER, KS 67002

PLEASE REMEMBER TO SIGN THE FORM AND INCLUDE THE DEPOSIT.

Name: _____

Street Address: _____

Phone: _____
Other Phone: _____
Email: _____
Type of Function: _____

Is food being catered: No Yes
Name of Caterer: _____
Contact Info of Caterer: _____

Is Alcohol being served: No Yes

Day(s) of Week: _____
Dates of Reservation: _____

Lodge Room 1/Patio:
Lodge Room 2:
Full Lodge/Patio:
Capitol Federal Amphitheater®:
Conference Cabin:
8 am-3pm 5pm-Midnight All Day
#Attendees(999 max): _____
Amphitheater Sound: No Yes
Amphitheater Video: No Yes
Add Patio Furniture*: No Yes
Remove Patio Furniture*: No Yes
*See Item "I" in Use Agreement

The damage/cleaning deposit must be submitted with this form to reserve the facility. This deposit is separate from the usage fee and will be held until after the event. Usage fees are to be paid 2 weeks prior to date of reservation. Building access will be provided once full payment is received.

Applicant Signature

Date

Office Use
DAMAGE DEPOSIT \$ _____ Date Paid: _____ Check#: _____ Initials: _____
USAGE FEE _____ Date Paid: _____ Check#: _____ Initials: _____
Key/Code# _____ Date _____ Initials _____ SIGNED USE POLICY AGREEMENT
Parks Dept. Released _____ Received Date _____
Deposit Returned Date _____ Initials _____ Initials _____

CENTRAL PARK FACILITIES
 1607 E. Central - Andover - Kansas - 67002
 (1/2-mile East of Andover Road on Central)

USE POLICY AGREEMENT - Effective 3-14-18

This Use Policy Agreement (the “Agreement”) is by and between the City of Andover, Kansas (the “City”) by and through the Andover Parks Department and the undersigned (“Licensee”) and sets forth guidelines, regulations, and agreements for use of the Capitol Federal Amphitheater® (“Amphitheater”), the Andover Central Park Lodge & Patio (“Lodge/Patio”), and/or the Andover Central Park Conference Cabin (“Cabin”), hereafter collectively referred to as the “Central Park Facilities” use fees for use of Central Park facilities by Licensee are hereby established as follows:

A. Fees

Non-Residents

	Mon – Thurs 8 – 3 or 5 -12	M– Th All Day (8 -12)	Fri – Sun 8 – 3 or 5 -12	Fri – Sun All Day (8 -12)
Lodge Room 1 & Patio	\$425	\$650	\$650	\$975
Lodge Room 2	\$350	\$525	\$525	\$800
Full Lodge & Patio	\$700	\$1,100	\$1,100	\$1,650
Conference Cabin	\$150	\$200	\$200	\$400
Amphitheater	\$900	\$1,250	\$1,250	\$1,875
Amphitheater & Lodge Room 2	\$1,125	\$1,600	\$1,600	\$2,400
Amphitheater & Lodge Room 1/Patio	\$1,250	\$1,750	\$1,750	\$2,625
Amphitheater & Full Lodge/Patio	\$1,500	\$2,275	\$2,275	\$3,400

Non-Profits & Andover residents

	Mon – Thurs 8 – 3 or 5 -12	M– Th All Day (8 -12)	Fri – Sun 8 – 3 or 5 -12	Fri – Sun All Day (8 -12)
Lodge Room 1 & Patio	\$300	\$450	\$450	\$700
Lodge Room 2	\$250	\$375	\$375	\$575
Full Lodge & Patio	\$500	\$775	\$775	\$1,150
Conference Cabin	\$100	\$150	\$150	\$300
Amphitheater	\$650	\$875	\$875	\$1,325
Amphitheater & Lodge Room 2	\$800	\$1,125	\$1,125	\$1,700
Amphitheater & Lodge Room 1/Patio	\$875	\$1,225	\$1,225	\$1,850
Amphitheater & Full Lodge/Patio	\$1050	\$1,600	\$1,600	\$2,400

Andover Non-Profits

	Mon – Thurs 8 – 3 or 5 -12	M– Th All Day (8 -12)	Fri – Sun 8 – 3 or 5 -12	Fri – Sun All Day (8 -12)
Lodge Room 1 & Patio	\$225	\$325	\$325	\$500
Lodge Room 2	\$175	\$275	\$275	\$400
Full Lodge & Patio	\$350	\$550	\$550	\$825
Conference Cabin	\$75	\$100	\$100	\$200
Amphitheater	\$450	\$625	\$625	\$950

	Mon – Thurs 8 – 3 or 5 -12	M– Th All Day (8 -12)	Fri – Sun 8 – 3 or 5 -12	Fri – Sun All Day (8 -12)
Amphitheater & Lodge Room 2	\$575	\$800	\$800	\$1,200
Amphitheater & Lodge Room 1/Patio	\$625	\$875	\$875	\$1,325
Amphitheater & Full Lodge/Patio	\$750	\$1,150	\$1,150	\$1,700

Regardless of length of use; non-profit status and residency:

Deposit	\$200.00
Kitchen (Lodge Room 1 Only)	\$50.00

- B. Additional Fees: Any additional use of the Central Park Facilities shall be billed to the Licensee at the appropriate rates to be determined and fixed by the City. If City staff is required to be in attendance an additional amount will be charged. Initial rates for additional charges include, but are not limited to the following:

	Mon – Thurs	Fri – Sun
Extra Hours	\$75/hr	\$100/hr
Amphitheater Sound Fee	\$100	\$100
Amphitheater Video Fee	\$100	\$100
Add or Remove Patio Furniture	\$150	\$200

The City reserves the right to changes such charges and add additional charges at any time in its sole discretion.

- C. Payments and Refunds: All fees charged shall be payable no later than two (2) weeks in advance. Separate checks for the damage/cleaning deposit and the use fee are required. Fees for scheduled activities will be refunded if the activity is cancelled and two (2) weeks' prior notice is given. Application for use of the Central Park Facilities shall be submitted at least two (2) weeks prior to date(s) requested.
- D. Capacity: This Agreement shall apply to events that are anticipated to have no more than 1,000 attendees. If Licensee anticipates more than 1,000 attendees, Licensee shall contact the City to separately arrange for such event. Attendees shall not to exceed the following capacities of the following facilities: Lodge Room 1 & 2: 100 persons, Conference Cabin: 20 persons.
- E. Boundaries of Amphitheater: The Amphitheater includes the stage, gated backstage area, concrete area in front of the stage, grass areas up to the top of the sloped section and the sidewalks connecting these areas. Excluding the Patio, no other outdoor areas in Central Park are part of this Agreement. Such excluded outdoor areas will remain available for use by the general public and governed by the Park Use Policy.
- F. Damage/Cleaning Deposit: Licensee shall provide a \$200.00 damage/cleaning deposit with the submittal of the Central Park Facilities reservation form. This deposit will be held until after Licensee's event. If Licensee finds any damage upon his or her arrival, Licensee shall advise the 911 Dispatcher on duty immediately. The Dispatcher can be contacted at 733-5177. Licensee shall be responsible for all costs of replacement or repair caused by any and all damage to the Central Park Facilities or contents thereof.

If Licensee or any representatives, guests, or invitees of Licensee is found to be occupying the Central Park Facilities outside of the space and/or time paid for on the reservation form, the deposit money will be forfeited by the Licensee.

- G. Central Park Facilities Tour; Acceptance: A tour must be scheduled prior to the use date. Call Andover Park Department 316-977-9448 to arrange for an appointment. (Please note, the tour requirement can be waived if you have been on a tour of the Central Park Facilities in the last 365 days). Licensee shall receive and accept the Central Park Facilities in its condition at the time Licensee commences use of the Central Park Facilities which condition Licensee has examined and hereby approves. Licensee assumes all risks of, and City shall not be liable for, injury to persons and damage to property resulting from the condition of the Central Park Facilities.
- H. Lodge/Patio & Cabin Access: The Lodge/Patio and Cabin are equipped with an electronic keypad. Once final payment is received, Licensee shall receive an entry code that will be active only during the time paid for on the reservation form. The City will not issue physical keys to Licensee.
- I. Furniture: No furniture is provided in connection with use of the Amphitheater pursuant to this Agreement. Licensee may bring furniture from outside vendors for use at the Amphitheater and Patio subject to the approval of the City. Licensee acknowledges that Lodge furniture must be shared with all Licensees in the event that both rooms are being used simultaneously. Lodge tables or chairs are not permitted on the Patio or at the Amphitheater at any time during use. The Patio will have a set number of tables and chairs that will remain on the Patio throughout the year. Licensee may request to remove or add additional tables and chairs provided by the City at an additional cost. Patio furniture may not be used at the Amphitheater.
- J. Equipment: The Amphitheater will be equipped with sound and video capabilities. Licensee may use sound and video equipment at the Amphitheater for an additional fee as outlined above. Licensee must provide an approved A/V operator when requesting use of the equipment. The City will provide Licensee with a list of approved vendors. Sound and video capabilities will be discussed during the Central Park Facilities tour if such use is requested.
- K. Inclement Weather: Use of Central Park Facilities by Licensor and/or its guests, invitees, and representatives during inclement weather shall be at Licensor's sole and exclusive risk. Licensee acknowledges that the Amphitheater is not an indoor facility and use of the Lodge or Cabin is not available unless specifically included in the reservation. The City will not shovel or salt the Amphitheater or Patio.
- L. Fireworks: Fireworks and other pyrotechnics are not permitted at Central Park Facilities without prior written approval from the City Council.
- M. Supervision: When an event will have attendees under the age of 21, one adult supervisor per every 15 youth is required to be at the Central Park Facilities at all times during said event. Licensee shall employ, at its expense, such additional police officers for any event or attraction as, in the opinion of the City, are required to protect life and property.

A certificate of Liability Insurance for \$1,000,000, naming the City as an additional insured, is required for events that anticipate more than 250 attendees. ***Inflatables/bouncy houses are prohibited.***

- N. Decoration: No decorative or other materials shall be attached to any part of the Central Park Facilities as to damage the building. No buntings, tissue paper or other flammable materials shall be used for decorative purposes. Helium balloons will be allowed.
- O. Smoking and Alcohol: Smoking is allowed but must occur at least (20) twenty feet from windows, doors and air intake systems of any buildings. Alcohol may only be consumed at the Lodge/Patio, Cabin, and within boundaries of the Amphitheater as defined above. Alcohol may not enter other parts of the park.
- P. Clean-Up: Upon the termination of use of the Central Park Facilities, Licensee shall surrender the Central Park Facilities in as good, if not better, condition than they were upon commencement of Licensee's use. Clean-up is to be done within the approved reservation time. The City will not be responsible for items left at the Central Park Facilities. Cleaning requirements are outlined in the Deposit Return Checklist will be reviewed with the Licensee during the Central Park Facilities Tour by City Staff.
- Q. License: The City hereby grants a revocable non-exclusive license to Licensee to use, only for the purposes and in the manner set forth in the reservation form, herein, and as approved by the City, the Central Park Facilities for the period set forth in the reservation form. This may be revoked by the City at any time, for any reason in the City's sole discretion, including, but not limited to Licensee's failure to pay fees due hereunder, Licensee's breach of any term of this Agreement or the reservation form, scheduling conflicts, illegal or alleged illegal activity at the Central Park Facilities, or violation of any City rules with respect to use of any part of the Central Park Facilities. In the event the City revokes this license prior to Licensee's use of the Central Park Facilities and not as a result of Licensee's breach of its obligations under this Agreement or the reservation form, City shall refund the usage fees paid by Licensee. Such refund shall be Licensee's sole remedy for such revocation.
- R. Rules and Regulations: The City may from time to time establish rules and regulations for the use of the Central Park Facilities. Licensee agrees that it, and its agents, employees, representatives, assigns, guests, and invitees shall comply with all such rules and regulations at all times. The Licensee must be at least 21 years of age.
- S. Liability and Indemnity: The Licensee for itself, its agents, employees, representatives, assigns, guests, invitees and others using the Central Park Facilities under this Agreement, shall waive any claim(s) whatsoever against the City, any department thereof, its Governing Body and its Representatives (collectively, "Indemnites"), for any loss, injury or damage during the time the Central Park Facilities or adjacent premises are used and occupied by said Licensee. Licensee shall indemnify, defend, and hold the Indemnites harmless from any and all damages, losses, costs, claims, liabilities or expenses (including attorney's fees and expenses) (collectively, "Losses") arising out of or relating to Licensee's or Licensee's agents, employees, representatives, assigns, guests, invitees and others using the Central Park Facilities, use of the Central Park Facilities and/or any occurrence at or on the Central Park Facilities during Licensee's use thereof to the extent such Losses were not caused by the acts or omissions of Indemnites. The Indemnites shall not be liable to Licensee, its agents, employees, representatives, assigns, guests, invitees or others using the Central Park Facilities for any consequential or incidental damages arising or resulting from the performance or breach of this Agreement or licensing of the Central Park Facilities to Licensee.
- T. Right of Refusal: City of Andover is hereby authorized and granted the authority to refuse the use of the Central Park Facilities or any part thereof, to Licensee or any agent, employee, representative,

assign, guest, or invitee of Licensee when such use would be contrary to sound public policy, or where, in the City's sole opinion, such use would be objectionable to the public.

I, _____, have read and agree to the terms and conditions described in this Use Policy Agreement. I understand my deposit will not be refunded if the terms and conditions of this Agreement are not followed.

_____	_____	_____	_____
Licensee	Date	City of Andover, Kansas Representative	Date