

CAPITOL FEDERAL AMPHITHEATER RESERVATION FORM

1607 E Central Ave
Andover, KS 67002

Please complete and return to:

Katie Cork, Event Director
Andover City Hall, 1609 E Central Ave
kcork@andoverks.com

Capitol Federal Amphitheater is
available to reserve by the day

Name _____
 Address _____
 City-Zip _____
 Phone #1 _____
 Phone #2 _____
 Email Address _____
 Type of Function/Event Name _____

Is food being served? Yes No
 Type _____

Special equipment being brought in? (Food Trucks, Speakers, etc)
 Yes No
 Type _____

Application Date _____
 Reservation Date _____
 Day of Week _____
 Multiple Dates: Yes No
 List dates _____
 Include Full Lodge/Patio:
 Yes No
 # Attendees _____
 Will there be an admission fee?
 Yes No
 Are you requesting park closure?
 Yes No

- ABSOLUTELY NO INFLATABLES
- NO DRIVING OR PARKING ON THE GRASS
- ALL PARK RULES MUST BE FOLLOWED

Applicant Signature & Date _____

Damage Deposit _____	Date Paid: _____	Check # _____	Initials _____
10% Deposit _____	Date Paid: _____	Check # _____	Initials _____
50% Deposit _____	Date Paid: _____	Check # _____	Initials _____
Remaining _____	Date Paid: _____	Check # _____	Initials _____
Addtl Fees _____	Date Paid: _____	Check # _____	Initials _____

OFFICE USE ONLY

Signed Use Policy Agreement Received : _____ Initials: _____
 Initial Reservation Meeting: _____ Initials: _____
 Operational Plan Received : _____ Initials: _____
 Final/AV Meeting: _____ Initials: _____
 Alcohol Permit: _____ Initials: _____
 City Council Meeting: _____ Initials: _____

Key/Code# _____ Date _____ Initials _____
 Park Dept. Release Date _____ Initials _____
 Deposit Return Date _____ Initials _____



To ensure the safety and enjoyment of all users, please follow these Park Rules:

- Unauthorized motor vehicles are prohibited on the grass
- No littering
- Dogs must be leashed at all times, except in designated dog park areas
- Pet owners must pick up and properly dispose of their pet's solid waste
- Unauthorized overnight camping is prohibited
- Open burning is prohibited except in authorized areas
- Alcoholic beverages are allowed in authorized areas only
- Fireworks are prohibited except for authorized areas and times
- Hunting and the discharge of firearms are prohibited
- Skateboarding is prohibited within 10 feet of buildings
- Golf is not allowed
- No smoking within 20 feet of buildings



1008 E 13th Street

1607 E Central



Violations of the above rules are subject to prosecution pursuant to
Code of the City of Andover Chapter XI

Please notify the City of Andover of any dangerous or hazardous conditions.

Dial 911 for emergencies or (316) 733-1303 for maintenance issues.

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is made by and between the City of Andover, Kansas (the “City”) by and through the Andover Parks & Recreation Department and the undersigned (“Licensee”), and sets forth guidelines, regulations, and agreements for the use of the City’s public parks, recreation property, and facilities (hereinafter “Facilities”).

- A. Additional Fees: Licensee shall pay the City all applicable Base Reservation Fees as established in Resolution 21-10, and such additional fees as determined by the City Administrator or the City Administrator’s designee, including but not limited to, clean-up, on-site staff support, furniture setup, and furniture removal (“Additional Fees”). The Base Reservation Fees and Additional Fees will not be refunded in the event of cancellation of a reservation by Licensee with less than two (2) weeks’ notice.
- B. Damage and Cleaning Deposit: Licensee shall pay to the City a damage and cleaning deposit (“Damage and Cleaning Deposit”).
- C. Payments and Refunds: Licensee shall submit a reservation form to the City for use of Facilities (“Reservation Form”). Reservation Forms shall be submitted to the City at least two (2) weeks prior to the requested reservation date. Notwithstanding the foregoing, the City may choose to make exceptions for reservations, in its discretion. The following must accompany the Reservation Form: (i) One (1) form of payment that includes any applicable Base Reservation Fees and Additional Fees; and (iii) One (1) form of payment for the Damage and Cleaning Deposit. Unless specifically provided otherwise, all fees and deposits are due no later than two (2) weeks prior to the Licensee’s reservation. In the event that all fees and deposits are not received by the City two (2) weeks prior to the reservation, the City may, in its discretion, cancel the Licensee’s reservation.
- D. Damage/Cleaning: If Licensee finds any damage upon his or her arrival at the Facility, Licensee shall immediately advise the 911 Dispatcher on duty. The Dispatcher may be contacted at 316-733-5177. Licensee shall be responsible for all costs of replacement or repair caused by any and all damage to Facilities or contents thereof as determined by City’s Parks & Recreation Department staff. In the event Licensee wishes to be present during the City’s post reservation inspection(s), Licensee must coordinate with the City in advance.
- E. Inclement Weather: Use of the Facilities during inclement weather shall be at Licensee’s sole and exclusive risk. Refunds shall not be given for inclement weather. The City will not shovel or salt surfaces.
- F. Facilities Tour: Acceptance: A tour must be scheduled prior to the reservation date. Licensee must call City Hall at 316-733-1303 to arrange for the tour. Licensee shall receive and accept the Facilities in its condition at the time Licensee commences use of the Facilities, which condition Licensee is deemed to have examined and approved. Licensee assumes all risks of, and City shall not be liable for, injury to persons, nor damage to property resulting from the condition of the Facilities.
- G. Fireworks: Fireworks and other pyrotechnics are not permitted without prior written approval from the City Council.
- H. Supervision: When a reservation will have attendees under the age of twenty-one (21), one (1) adult supervisor per every fifteen (15) youth is required to be at the Facilities at all times during said reservation. Licensee shall employ, at its expense, such additional police officers for any reservation or attraction as, in the opinion of the City, are required to protect life and property.

- I. Insurance: Liability insurance in the amount of One Million Dollars (\$1,000,000.00), that names the City as an additional insured, is required for reservations with more than five hundred (500) attendees. A certificate of insurance shall be provided to the City no later than thirty (30) days prior to the reservation. The City recommends Licensee purchase special event insurance for large events.
- J. Banners, Decoration, and Outside Equipment: All equipment and materials, whether decorative or functional in nature, are subject to approval by City staff. Licensee is not allowed to stake anything into the grounds at the Facilities without prior written approval from City staff. All hanging fixtures, banners, flags, or equipment on stage must be hung in accordance with the installed infrastructure of the Facilities.
- K. Additional Licenses/Permits: Licensee is responsible for all licenses, permits, certificates, leases, authorizations and the like as required by the City, any union, performing rights organization, or other third party in connection with the Facilities usage. Upon request, Licensee shall provide City proof of any required permits or licenses.
- L. Vendors: All vendors must be licensed to sell in the State of Kansas. Vendors must adhere to all state laws and City ordinances. Vendors are not permitted to park on the grass or block any right-of-way. Licensee accepts all liability for vendors. The City reserves the right to approve all vendors.
- M. Smoking and Alcohol: Smoking is allowed, but must occur at least twenty (20) feet from windows, doors and air intake systems of any Facilities. Alcohol must be sold or provided by a licensed caterer, subject to approval by the City. All state laws and City ordinances for alcohol consumption and sale must be followed.
- N. Public Land: Licensee acknowledges that the Central Park and 13th Street Sports Park are public land and other facilities in the parks, including but not limited to, gazebos, shelters, playgrounds, and dog parks are not subject to this Agreement. Licensee acknowledges that unless specifically reserved, these facilities are open to the public. Licensee acknowledges that the park space will remain open to the public unless the Governing Body approves closing of the park space. If Licensee requests or the City deems it necessary to close the park space, the Licensee will be required to get approval at a regularly scheduled City Council meeting.
- O. Clean-Up: Upon the termination of use of the Facilities, Licensee shall surrender the Facilities in as good, if not better, condition than it was upon commencement of the 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 Facilities.
- P. Facility Access: During regular business hours and prior to the reservation date, Licensee shall obtain keys and/or electronic access to the Facilities from City Hall. All keys must be returned to City Hall within forty-eight (48) hours of Licensee's reservation end time. There is a drop box located at the front of City Hall for after hour key drops. If Licensee or any representatives, guests, or invitees of Licensee are found to be occupying the Facilities outside of the time paid for on the Reservation Form, the Damage and Cleaning Deposit will be forfeited by the Licensee.
- Q. License: The City hereby grants a revocable non-exclusive license to Licensee to use the Facility, only for the purposes and in the manner set forth on the Reservation Form, and as approved by the City. 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 any and all fees and deposits due hereunder, Licensee's breach of any term of this Agreement, scheduling conflicts, illegal or alleged illegal activity at the Facilities, or violation of any City rules with respect to use of any part of the Facilities. In the event the City

revokes this license prior to Licensee’s use of the Facilities, and not as a result of Licensee’s breach of its obligations under this Agreement, City shall refund the Base Reservation Fees, Additional Fees, and Damage and Cleaning Deposit paid by Licensee. Such refund shall be Licensee’s sole remedy for such license revocation.

R. Rules and Regulations: Licensee shall adhere to the following rules and regulations:

- a. Inflatables and bounce houses are prohibited;
- b. At no time will parking on the grass be permitted without the prior approval from the City;
- c. No glass containers are allowed outside; and
- d. All park rules and City codes and ordinances must be followed.

The City may from time to time establish additional rules and regulations for the use of the 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 twenty-one (21) years of age.

S. Liability and Indemnity: The Licensee for itself, its agents, employees, representatives, assigns, guests, invitees and others using the Facilities under this Agreement, shall waive any claim(s) whatsoever against the City, any department thereof, its Governing Body and its representatives (collectively, “Indemnitees”), for any loss, injury or damage during the time the Facilities or adjacent premises are used and occupied by said Licensee. Licensee shall indemnify, defend, and hold the Indemnitees 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 Facilities, use of the facilities and/or any occurrence at or on the Facilities during Licensee’s use thereof to the extent such Losses were not caused by the acts or omissions of Indemnitees. The Indemnitees shall not be liable to Licensee, its agents, employees, representatives, assigns, guests, invitees or others using the Facilities for any consequential or incidental damages arising or resulting from the performance or breach of this Agreement or licensing of the Facilities to Licensee.

T. Right of Refusal: The City is hereby authorized and granted the authority to refuse the use of the 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 discretion, such use would be objectionable to the public.

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

Licensee Date

City Representative Date

EXHIBIT A

FACILITY	RENTAL PERIOD	BASE FEE*		DEPOSIT
		CATEGORY 1	CATEGORY 2	
13th Street Sports Park Ballfield Diamond #1	7:00am-12:00am	\$120	\$150	\$50
13th Street Sports Park Ballfield Diamond #2	7:00am-12:00am	\$120	\$150	\$50
13th Street Sports Park Ballfield Diamond #3	7:00am-12:00am	\$120	\$150	\$50
13th Street Sports Park Ballfield Diamond #4	7:00am-12:00am	\$120	\$150	\$50
13th Street Sports Park Entire Ballfield Complex	7:00am-12:00am	\$400	\$500	\$200
13th Street Sports Park Public Land	7:00am-12:00am	\$240	\$300	\$200
13th Street Sports Park Shelter	Hourly	\$0	\$0	\$0
Andover Community Center	Hourly	\$40	\$50	\$200
Andover Community Center	7:00am-12:00am	\$560	\$700	\$200
Capitol Federal Amphitheater® (<500)	7:00am-12:00am	\$1,760	\$2,200	\$200
Capitol Federal Amphitheater® (>500)	7:00am-12:00am	\$4,800	\$6,000	\$500
Capitol Federal Amphitheater® with Central Park Lodge & Patio (<500)	7:00am-12:00am	\$2,800	\$3,500	\$200
Capitol Federal Amphitheater® with Central Park Lodge & Patio (>500)	7:00am-12:00am	\$5,475	\$7,300	\$500
Capitol Federal Amphitheater® Large Event Package**	7:00am-12:00am	\$6,400	\$8,000	\$500
Central Park Conference Cabin	Hourly	\$20	\$25	\$200
Central Park Conference Cabin	7:00am-12:00am	\$280	\$350	\$200
Central Park Disc Golf Course	5 Hours	\$200	\$250	\$0
Central Park Disc Golf Course	7:00am-12:00am	\$280	\$350	\$0
Central Park Gazebo	Hourly	\$0	\$0	\$0
Central Park Lodge & Patio	Hourly	\$80	\$100	\$200
Central Park Lodge & Patio	7:00am-12:00am	\$1,120	\$1,400	\$200
Central Park Lodge Room 2	Hourly	\$40	\$50	\$200
Central Park Lodge Room 2	7:00am-12:00am	\$560	\$700	\$200
Central Park Main Shelter	Hourly	\$0	\$0	\$0
Central Park Public Land	7:00am-12:00am	\$240	\$300	\$200
Cornerstone Park Public Land	7:00am-12:00am	\$240	\$300	\$200

CATEGORY 1 501(c) not-for-profit groups, individuals residing within the incorporated limits of the City, and City employees

CATEGORY 2 Individuals and for-profit businesses located or residing outside of the incorporated limits of the City

* Base Fee is the minimum reservation amount before any additional fees for miscellaneous services are determined (Section 3)

** Base Fee includes the Capitol Federal Amphitheater®, Central Park Lodge & Patio, and the closure of Central Park (pending Governing Body approval)