

CENTRAL PARK FACILITIES USE LARGE EVENTS 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: _____

8 am-3pm 5pm-Midnight All Day

Set Up Date/Time*: _____

Tear Down Date/Time*: _____

Attendees (1,000 min): _____

Charging admission**: No Yes

Amphitheater Video: No Yes

Add Patio Furniture***: No Yes

Remove Patio Furniture***: No Yes

*Set up and tear down times may be subject to additional fees

**Please note that Central Park is public land and the public must be able to come into the park for Free. If you set aside a portion of the park for your event, you may charge admission to enter that area only.

***See Item "K" in Use Agreement

A non-refundable 10% deposit must be submitted with this form to reserve the facility. Usage fees are to be paid according to the schedules in the use policy. Entry codes will be provided once full payment is received.

Applicant Signature

Date

Office Use		Key Code# _____
10% Deposit	_____ Date Paid: _____ Check # _____ Initials _____	Date _____
50% Deposit	_____ Date Paid: _____ Check # _____ Initials _____	Initials _____
Remaining	_____ Date Paid: _____ Check # _____ Initials _____	
City Staff Fee	_____ Date Paid: _____ Check # _____ Initials _____	Park Dept. Release
City Police Fee	_____ Date Paid: _____ Check # _____ Initials _____	Date _____
Other Fees	_____ Date Paid: _____ Check # _____ Initials _____	Initials _____
Signed Use Policy Agreement	Date: _____ Initials: _____	Damages: \$ _____
Park Dept. Tour:	Date: _____ Initials: _____	Initials _____
Operational Plan Received	Date: _____ Initials: _____	Invoice Date: _____
Final Planning Meeting	Date: _____ Initials: _____	Initials _____
		Invoice Paid: _____
		Initials _____

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

LARGE EVENTS
USE POLICY AGREEMENT – Effective 2.13.19

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 the Andover Central Park Conference Cabin (“Cabin”), hereafter collectively referred to as the “Central Park Facilities.” Fees for use of Central Park facilities by Licensee are hereby established as follows:

A. Base Usage 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)
1,000 – 3,999 Attendees	\$2,500	\$3,275	\$3,275	\$4,400
4,000 – 7,999 Attendees	\$3,500	\$4,275	\$4,275	\$5,400
8,000 + Attendees	\$4,500	\$5,275	\$5,275	\$6,400

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)
1,000 – 3,999 Attendees	\$2,050	\$2,600	\$2,600	\$3,400
4,000 – 7,999 Attendees	\$3,050	\$3,600	\$3,600	\$4,400
8,000 + Attendees	\$4,050	\$4,600	\$4,600	\$5,400

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)
1,000 – 3,999 Attendees	\$1,750	\$2,150	\$2,150	\$2,700
4,000 – 7,999 Attendees	\$2,750	\$3,150	\$3,150	\$3,700
8,000 + Attendees	\$3,750	\$4,150	\$4,150	\$4,700

B. Additional Fees: The above rates cover only the use of the facilities listed. Any additional City event requirements shall be billed to the Licensee at the rates listed below:

City Park Staff	\$25/hr/person
City Police	\$40/hr/person

The City requires at least 2 park staff onsite during the event. Police requirements are outlined in Appendix A of this agreement. The City may require additional services after review of the event operational plan (Appendix B) Additional services including but not limited to temporary restroom installation, parking facilitation, and EMS services are not included in these rates and Licensee is

directly responsible for contracting those services. Licensee will provide proof of contract(s) to the City upon request. If the City makes these arrangements, Licensee will be billed at the appropriate rates to be determined and fixed by the City.

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

- C. Capacity: This Agreement shall apply to events that are anticipated to have more than 1,000 attendees. If Licensee anticipates less than 1,000 attendees, Licensee shall use the Central Park Facilities Use Policy Agreement intended for smaller events. Attendees shall not exceed the following capacities of the following facilities at any time during use: Lodge Room 1 & 2: 100 persons/room, Conference Cabin: 20 persons.
- D. Payments and Refunds: A deposit of ten percent (10%) of the base usage fee will be due upon receipt of signed agreement. The remainder of the base usage fees will be assessed as follows: Fifty percent (50%) due no later than ninety (90) days prior to event and the remaining balance due no later than two (2) weeks prior to event. City Park Staff Fees and Police Fees are due with the remaining balance, no later than two (2) weeks prior to event. The City reserves the right to cancel the use of facilities if fees are not received two (2) weeks prior to the event.

Should Licensee choose to cancel the event, all deposits paid will not be refunded. If Licensee cancels event with less than 2 weeks' notice, the Licensee will be liable for all fees. Application for use of the Central Park Facilities shall be submitted at least four (4) weeks prior to date(s) requested.

- E. Damage/Cleaning: 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 as determined by City Park Staff. If Licensee wishes to be present during City Park post event inspections, this must be coordinated in advance.
- F. Initial Reservation Meeting: Upon receipt of the reservation form, The City requires an initial meeting with Licensee to approve the event. The City reserves the right to deny approval of event at this meeting. If the event is denied by the City, the initial deposit will be returned.
- G. Operational Planning Documents: Licensee must provide an operational plan (Appendix B) no later than thirty (30) days prior to the event. The operational plan includes but is not limited to parking management, artist and stage security, gate and crowd management, medical services, volunteer and staffing requirements, vendors, and traffic control. The City reserves the right to approve the operational plans and may require additional services deemed essential for public safety for the event.
- H. City Presence at Event Planning Meetings: A representative from the City should be invited to all planning meetings for the event and will provide requirements for additional services as it deems necessary. Licensee also agrees to participate in any planning meetings the City may require in addition to the initial reservation meeting. Licensee must meet with the City onsite to finalize event plans no later than two (2) weeks prior to event. The City reserves the right to cancel the event if Licensee fails to provide operational plan or attend final planning meeting.
- I. Central Park Facilities Tour; Acceptance: A tour must be scheduled prior to the use date. Call Event Director, Katie Cork at 316-977-9439 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.

- J. 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.
- K. 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. Lodge tables or chairs are not permitted on the Patio or at the Amphitheater at any time during use. The Patio will have a 40 tables and 160 chairs that will remain on the Patio from April - October. 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 anywhere except the Patio. The City of Andover owns 48 tables and 192 chairs.
- L. Equipment: The Amphitheater will be equipped with sound and video capabilities. Licensee must provide an approved A/V operator when requesting use of the video equipment. Sound and video capabilities will be discussed during the Central Park Facilities tour if such use is requested. Licensee will need to supply a lift for any additional production needs. The City is not responsible for any damage to additional equipment Licensee brings in for event. Central Park is a public park and will not be monitored overnight prior to any park closure.
- M. Inclement Weather: Use of Central Park Facilities by Licensee and/or its guests, invitees, and representatives during inclement weather shall be at Licensee's sole and exclusive risk. Licensee acknowledges that the Amphitheater is not an indoor facility. The City will not shovel or salt the Amphitheater or Patio.
- N. Fireworks: Fireworks and other pyrotechnics are not permitted at Central Park Facilities without prior written approval from the City Council.
- O. 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 breakdown of officer requirements is included as Appendix A.
- P. Insurance: A certificate of Liability Insurance for \$1,000,000, naming the City as an additional insured, is required and must be provided to the City no later than thirty (30) days prior to the event.
- Q. 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.
- R. 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 facility usage. Upon request, Licensee shall provide City proof of any required permits or licenses.

- S. Sponsors: All event sponsors are subject to approval by the City. No event shall have any sponsors from the financial services institution categories other than Capitol Federal Savings Bank. Other financial services institutions will be prohibited from having any signage or advertising of any kind in Central Park.
- T. 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 must be sold or provided by a licensed caterer, subject to approval by the City. All state and city requirements for caterers must be followed.
- U. Vendors: All vendors must be licensed to sell in the state of Kansas. Vendors are not permitted to park on the grass. Licensee accepts all liability for vendors at the event. The City reserves the right to approve all vendors at events.
- V. 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 Cleaning Checklist will be reviewed with the Licensee during the Central Park Facilities Tour by City Staff.
- W. 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.
- X. Rules and Regulations: Inflatables/bouncy houses are prohibited. At no time will parking on the grass in the park be permitted without the prior approval from the City. No glass containers allowed outside. Central Park will remain open to the public during the event unless the City Council approves the closing of the park. If the City deems it necessary to close the park for event Licensee will be required to present event plans to City Council for approval of park closure at a regularly scheduled City Council meeting. All policies of the Amphitheater must be followed. A list of policies is available at www.capitolfederalamphitheater.com. 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 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.

- Y. 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, "Indemnitees"), 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 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 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 Indemnitees. The Indemnitees 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.

Z. 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

APPENDIX A

ANDOVER POLICE OFFICERS REQUIRED FOR SPECIAL EVENTS

CROWD SIZE	1,000 – 1,999	2,000 – 3,999	4,000 – 7,999	8,000+
Security	2	3	5	7
w/ Alcohol	2	3	4	5
Total	4	6	9	12

* The table above lists the required officers for law enforcement activities on site. It does not include services such as gate staffing or parking assistance.

** A meeting with the Event Director & Police Department shall be scheduled to discuss plans for traffic control, parking and gate staffing.

*** The Chief of Police reserves the right to alter police officers or security requirements as needed based on unique circumstances of the event.

APPENDIX B – Event Operations Plan

Please answer the following questions regarding operational plans for the event and return with the signed usage agreement. The City of Andover reserves the right to require changes to the operational plan upon receipt and review. Any required changes will be discussed with Licensee during the planning process. If operational plans are not received by the City prior to (30) days from the event, the City reserves the right to cancel the usage of the facilities without refund.

A. Security Plan

1. Please describe your plans to provide security for gates/entry points at the event: _____

2. Please describe your plans to provide security near the Amphitheater stage and backstage areas (if applicable): _____

3. Are there any limited access areas? (VIP, Talent, etc) If so, please describe plans to provide security at the entry points to these areas. _____

4. Please describe your plans for parking for the event, including VIP, staff, vendor and volunteer parking areas (if applicable). Please note the City Hall parking lot only has 83 parking stalls. The library parking lot has an additional 54 slots. Use of these lots are not guaranteed when the park is open to the public. _____

5. Please describe your plans for traffic control before, during and after the event. _____

6. Please provide contact information for the security officers. (All security personnel must be licensed and bonded in the State of Kansas and not permitted to carry weapons or firearms.) _____

7. Please provide a timeline of events, including arrival and departure of all event personnel.
8. Please provide a map of the event, including all entry points and security posts.

B. Medical Plan

1. Please include First Aid/EMS locations on event map.
2. Will there be an ambulance on site? _____
3. Please describe your plans for on-site medical assistance. _____

The City of Andover and the Andover Police Department reserve the right to require on-site EMS services for the event.

C. Vendors

1. Please provide a list of vendors to the City no later than thirty (30) days prior to the event.
2. All vendors must be licensed in the State of Kansas and are required to submit sales tax. Vendors must display the licenses on-site
3. Have you contacted the Special Events Coordinator at the Department of Revenue for the required tax forms for vendors? _____

The City of Andover reserves the right to approve all vendors prior to the event.

D. Additional City Resources

1. Please describe your plan for temporary fencing around the event area? Will you be bringing in your own fencing? Use of City fencing resources are available for a fee, to be determined by parks and public works staff. _____

2. Please describe your plan for temporary restroom installation, including arrival and pickup. _____

3. Please describe your plan for trash, including any arrival and pickup of additional dumpsters. _____

E. Other

1. Please list all sponsors for the event. _____

2. Please provide ticket information and any approved marketing materials to the City for use on the amphitheater and city webpages. Please email this information to kcork@andoverks.com and cpage@andoverks.com.

3. Will you provide any complimentary tickets to City staff/officials? If so, please list how many and what level of passes will be provided. _____

4. Will you be requesting to close the park for this event? If so, a representative will be required to discuss the event details at a City Council meeting prior to the event. City Council meetings are typically held the second and last Tuesdays of the month, but are subject to change. Please include a preferred council meeting date. _____

5. Please provide a schedule for all event planning meetings. Please include availability for an on-site final event planning meeting no later than two (2) weeks prior to the event date. _____

6. Please provide any additional important event information. _____

Cleaning Checklist

1. Remove all trash from facilities and place in dumpsters. Includes all areas of Lodge, Patio and Amphitheater.
2. Remove all equipment from Amphitheater stage.
3. Remove all fencing and barricades from the park (unless supplied by City of Andover)
4. Remove all banners and signs from facilities.
5. Return video screens at amphitheater to default setting.
6. Place all tables and chairs used in the Lodge inside designated storage area.
7. Clean up all spills of food from tables, chairs and walls inside Lodge. Sweep and mop hard surfaces. Dry mop/vacuum debris from carpeted services.
8. Return patio furniture to the original layout on Patio.
9. Remove items from refrigerator and freezer.
10. Remove all personal items from facilities.
11. Clean all countertops and sinks.
12. Return all thermostats to 72 degrees.
13. Turn off all lights in Lodge