

Facility Rental Agreement

This Facility Rental Agreement (“Agreement”) shall govern the Facility Rental, as more particularly described in Receipt Number(s) listed above and attached hereto, and incorporated herein by reference (“Receipt(s)”). For the purposes of this Agreement, the individual identified in the Receipt(s) shall hereinafter be referred to as the “Renter.”

Are you applying for an Alcohol Permit? No Yes **If Yes, complete Attachment A.**

Payment

1. **Facility Rental Fee:** The rental fee for use of the Facility is identified in the (“Total Fee”) on Receipt(s) listed above. Except as otherwise provided in this Agreement, the Rental Fee is non-refundable. At least forty-eight hours prior to the Rental Date, the Renter may request additional time be added to the Rental in person or in writing by email or fax. If the City, in its sole discretion, approves the request for additional time, the Renter will be charged for each additional hour added to the Rental (“Hourly Fee”). *No additional time may be added less than 48 hours prior to the Rental Date.*
2. **Cleaning and Damage Deposit:** A \$150 (or \$250 with alcohol) Cleaning and Damage Deposit (“Deposit”) is required for all Facility rentals. The Deposit will be refunded once a determination has been made by the City that the Facility and grounds have been properly cleaned and that there are no damages to the Facility or its contents. Failure to clean the Facility in an acceptable manner or if any damage has occurred to the Facility or its contents during the term of the Facility Rental may result in the forfeiture of the Deposit. **Financial Liability shall not be limited by the amount of the Deposit.**

If the Deposit does not cover the costs associated with additional cleaning of or repair/replacement of damages to the Facility or its contents, the City reserves the right to bill Renter for additional fees as determined in the sole-discretion of the City. All damage fee charges will be determined by the actual cost incurred, including, but not limited to, labor, parts, and/or services. All damage fee charges shall be paid within five (5) business days.

3. **Payment:** Payment of the Rental Fee and Deposit are due in full at least ninety (90) days prior to the Rental Date. No reservation will be complete until the Rental Fee and Deposit have been paid and all other required documentation has been submitted. Payment may be made in person by cash, check or credit Monday through Friday between the hours of 8:00a to 6:00p at the Lenexa Parks and Recreation (“LPRD”) Customer Service Desk inside the Lenexa Rec Center, 17201 W. 87th Street Parkway, Lenexa KS 66219.

By initialing, I certify that I have read and understand the above payment requirements. _____

Cancelation

1. **Cancelation by Renter:** Cancelation of the reservation must be made in person at the LPRD Customer Service Desk, or in writing sent via e-mail or fax to the LPRD. In the event of such cancelation, the Renter understands and agrees that the Deposit will be refunded in its entirety and the Rental Fee will be refunded, subject to the following schedule:
 - a. More than 90 days from the reservation date: 100% refund
 - b. 61-90 days from the reservation date: 75% Refund
 - c. 31 to 60 days from the reservation date: 50% Refund
 - d. 1 to 30 days from the reservation date: 25% Refund; and
 - e. Less than 24 hours prior to the reservation date: No Refund.

The credit card used to pay for the reservation will be refunded within five (5) business days of receipt of Renter’s cancelation or to the Renter by check within twenty-eight (28) business days, as applicable.

If a renter feels they need to cancel their event due to severe weather, they must call 913-477-7100 and leave a message (if after hours) or email parksandrec@lenexa.com at least two hours before their reservation start time.

2. **Cancelation by City:** The City reserves the right to cancel the reservation if the Renter does not pay the Rental Fee in accordance with this Agreement. Furthermore, the City will utilize its best efforts to make the Facility available on the reservation date. However, the City reserves the right to cancel and/or relocate the Renter’s reservation at any time if (i) the City determines the Facility is required for City-sponsored meetings, activities, or other uses, including, but not limited to, emergency situations, or (ii) the City is otherwise unable to provide the facility on the reservation date as a result of any legitimate condition beyond the control of the City. In the event of cancelation by the City, the Rental Fee and Deposit will be refunded in their entirety.

By initialing, I certify that I have read and understand all of the above cancelation requirements. _____

Release, Hold Harmless, and Indemnification

For the purposes of this Agreement and as a specific element of consideration, the above-named Renter, its children, heirs, successors, and assigns, hereby agrees to release, indemnify, and hold harmless the City of Lenexa, its officials, officers, employees, agents, and volunteers from and against any and all claims, losses, damages, liabilities, costs, and expenses, including, but not limited to reasonable attorney’s fees or consequential damages, alleged, caused, or incurred arising out of (1) the Renter’s use of the facility/facilities or (2) the City’s failure to provide the Facility, including, but not limited to mechanical failure of the Facility’s systems or equipment, fire, weather, war, states of emergency, labor strikes, failure of utilities, or of Acts of God. However, Renter’s obligation shall not include damage amounts solely attributable to the gross negligence of the City. Renter further agrees to release the City from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, this Agreement.

The Renter acknowledges and understands that this release, indemnity, and hold harmless includes claims either of a personal or property nature arising out of accidents, intentional or negligent torts, acts of God, attorney fees, loss of service claims, other expenses or claims based upon a subrogatable interest of an insurer.

By initialing, I certify that I have read the provisions above and understand it to be a release and waiver of all claims or causes of action that may arise from this Agreement. _____

Acknowledgement of Responsibility

The above-named Renter, as the individual requesting this reservation, is voluntarily consenting to assume the responsibility, including, but not limited to, financial responsibility, for any and all damage or loss that may occur to the Facility or its contents during the reservation. The Renter, or the Day of Event Contact identified below (if different from Renter), shall be personally present during the entire course of the Reservation Period.

Day of Event Contact _____ **Cell Phone** _____

By initialing, I certify that I have read and understand the above acknowledgement of responsibility. _____

Advertising and Use of the City's Name

Promotional material must state that the City of Lenexa is not affiliated with Renter, the Organization represented by the Renter, or the event itself. Renter shall not use the City's name nor use its logo to promote or advertise the event without prior written permission of the City.

By initialing, I certify that I have read and understand the use of the City's name or logo to promote or advertise the event is not permitted without prior permission of the City. _____

Day of Reservation Requirements

1. **Set-up, Take Down, and Clean Up:** Renter understands the Facility will not be available prior to the rental start time. All set-up (e.g. decorating, vendor deliveries and set-up, etc.), take down (e.g. decoration removal, vendor pick-up, etc.), and clean up must be completed between the start time of the rental and the end time of the rental ("Rental Period"). The City is responsible for the set-up and take-down of tables and chairs before and after your event. Renter is responsible for setup changes during an event. Renter shall not leave items at the Facility before or after the Rental Period. It is the responsibility of the renter to allow sufficient time during the Rental Period to return the Facility to the same or similar condition as existing at the start time of the rental. The City may require the Renter to start take-down and clean-up at least one (1) hour prior to the end of the Rental Period if the City determines, in its sole discretion, that take-down and clean-up must be started earlier due to the size of the event, set-up requirements, or other special circumstances.
2. **Prohibited Items:** The following items are **prohibited inside and outside** on City property:
 - a. Nails;
 - b. Push Pins;
 - c. Staples;
 - d. Screws;
 - e. Cellophane;
 - f. Adhesive materials (e.g. tape, glue, command strips);
 - g. Confetti;
 - h. Bubbles;
 - i. Rice;
 - j. Silly string;
 - k. Glitter;
 - l. Smoke machines;
 - m. Open-flamed devices (including, but not limited to, fire pits, sparklers, flambé, paper lanterns, and candelabras); or
 - n. Fireworks and pyrotechnics;
 - o. Piñatas.

- 3. Permitted Items:** The following items are allowed, subject to any restrictions as provided herein:
- a. Birdseed: permitted outside the Facility only.
 - b. Wax candles: Only permitted as centerpieces, placed inside a glass container with the flame at least one inch below the enclosure top. Wax candles and glass containers are not permitted on the stairs, floors, or any ledges of the Facility.
 - c. Balloons, if tied to stairs or columns with twine or rope;
 - d. Decorative lights attached to stairs or columns with zip ties, pipe cleaners, or twine/rope; and
 - e. Table skirts fastened with clips (no adhesives)
 - f. Rose petals: artificial inside; real outside.
- 4. Alcohol:** Alcohol (e.g. Beer, Wine, or Spirits) is only permitted at the Facility as follows:
- a. **Facility Alcohol Permit:** The Renter must apply for a Facility Alcohol Permit (Attachment A). Only the Renter named above may apply for the permit and the Renter must be over the age of 21. The Facility Alcohol Permit has a \$100.00 permit fee, which excludes any fees for required security. The LPRD designee will review the Facility Alcohol Permit application and shall approve or deny the permit with the Director's authorization. The Director's decision is final.
 - b. **Security Officers:** If the LPRD designee approves the Facility Alcohol Permit, security officer(s), as further described by this Agreement, must be present at the Facility at least 30 minutes prior to the start of alcohol service and shall remain until 30 minutes after last call. The required number of Security Officers is based upon estimated attendance, as follows:
 - i. For events with up to 200 persons, one (1) security officer;
 - ii. For Events with 200 to 300 attendees, two (2) security officers; and
 - iii. For Events with 300 or more attendees, three (3) security officers.

Renter shall not allow Alcohol consumption at the Facility unless security officer(s) are present.
 - c. **Compliance with Laws:** Renter and attendees shall comply with all laws, regulations and ordinances regarding the possession, consumption, and sale of alcoholic liquor at all times.
- 5. Number of Attendees:**
- a. **Estimated Attendance:** Renter certifies the estimated number of attendees identified above is true and accurate. Renter shall not admit into the Facility more persons than the above estimated number of attendees.
 - b. **Maximum Occupancy Load:** Renter shall not allow the number of attendees to exceed the maximum occupancy load of the Facility as required by the City of Lenexa Building Code in order to insure the safety of those present. If the number of attendees exceeds the estimated number identified above or the maximum occupancy load of the Facility, attendees shall be turned away or the City may immediately end the event and no refund will be issued.
 - c. **Security Officers:** Renter understands and agrees that if the estimated attendance is more than 250 persons at one time, one (1) security officer is required. The required security officer must arrive 30 minutes prior to the arrival of attendees and shall remain at the Facility until 30 minutes after the end of the Rental Period. This applies to rentals that are not serving alcohol. See Section 4. above if you are serving alcohol.

- 6. Security Officer(s):** If this Agreement requires security officer(s) at the event, the LPRD will schedule the security officers through the Lenexa Police Department. Security officers adhere to the duties and responsibilities established by the LPRD and the City of Lenexa. The Renter understands and agrees an hourly fee of **\$40** per required security officer in attendance will be charged and that the Renter must pay the officer(s) in cash at the time of their arrival. Failure to pay the security officer(s) may result in the immediate termination of the reservation.
- 7. Supervision of Minors:** During the entire Reservation Period, Renter is required to have at least one (1) adult for every eight (8) minors (ages 17 and under) present. The adults at the event shall supervise the minors and shall not allow minors in attendance to enter rooms unsupervised, run or play in the halls, on the stairs, in the restrooms, or in the elevator at any time.
- 8. Smoking:** Renter shall not use or allow the use of any vapor product, excluding medical devices for medical use, or possession of a lighted cigarette, cigar, pipe or hookah (“Smoking”) inside the Facility. Smoking is permitted at least 20 feet outside of any doorway, open window or air intake of the building, structure or other facility unless otherwise posted. Violation of this provision may result in immediate termination of the reservation and could result in forfeiture of the Deposit.
- 9. Right of Entry, Control, and Removal:** The City reserves the right to enter the Facility at any time during the Reservation Period. LPRD staff will be entering the Facility at various times during the Rental Period to, among other things, check on trash, equipment, and the overall condition of the Facility. The City further reserves the right to control and manage the Facility and may evict the Renter or the attendees during the Reservation Period if their conduct is in violation of the LPRD User Conduct Policy, available at www.lenexa.com.
- 10. Termination for Violation of Rules, Ordinances, or Laws:** Renter understands that the reservation may be terminated by the City for any of the following:

 - a. Any violation of city, county, state or federal law;
 - b. Any violation of this Agreement or the rules, regulations, or policies governing facility use; or
 - c. Failure to comply with any lawful verbal instruction of LPRD Staff or volunteers on or before the day of the event.
- 11. Facility Cleaning Requirements:** During the reservation period, Renter shall maintain the Facility in a neat and orderly fashion by, but not limited to, disposing of trash in designated receptacles. Prior to the end of the Reservation Period, the Renter shall clean the Facility to the condition existing prior to the start of the Reservation Period, including, but not limited to, the following:

 - a. Remove all decorations and personal belongings;
 - b. Pick up and dispose of all loose trash from tables and counters inside and outside the facility;
 - c. Thoroughly clean the kitchen by wiping down the inside and outside of all appliances, including, but not limited to, the kegerator, coolers and coffee urns, removing or otherwise discarding leftover food and drink, and cleaning the counter tops.
- 12. Lost or damaged items:** The City of Lenexa is not responsible for lost or stolen property of the Renter or its event attendees. Lost items shall be stored and disposed of in accordance with the LPRD Lost and Found Policy, available at www.lenexa.com/parksandrecreation.

13. Failure to Vacate: The Renter acknowledges and agrees that other rentals may precede or follow the Renter’s event and that City staff are scheduled around the rental and as such, time is of the essence of this Agreement. The Renter and all guests shall vacate the Facility no later than the end time of the rental, identified on the receipt. The City may require the Renter to start take-down and clean-up at least one (1) hour prior to the end of the Rental Period if the City determines, in its sole discretion, that take-down and clean-up must be started earlier due to the size of the event, set-up requirements, or other special circumstances. As liquidated damages, and not a penalty, if the renter fails to vacate the facility at the conclusion of the Rental Period, the maximum hourly rental fee for the facility shall be charged (“Hold-over Damage Fee”). The Renter agrees that the Hold-over Damage Fee is reasonable in light of the actual damages caused by the Renter’s failure to timely vacate the Facility.

By initialing, I certify that I have read and understand the above requirements and that I agree to follow the requirements on the day of the Reservation. _____

Other Terms and Conditions:

- 1. Entire Agreement/Amendments:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior written or oral agreements on the same subject. This Agreement may not be modified or amended except in writing mutually agreed upon and signed by the parties.
- 2. Assignment:** Renter shall not assign or transfer this Agreement or portion thereof without the written consent of the City. No subcontracts or other transfer of this Agreement shall release the Renter of its liability under this Agreement.
- 3. Severability:** Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- 4. Disputes:** Renter agrees that disputes relative to this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, no dispute will be submitted arbitration without City’s express written consent.
- 5. Governing Law:** This Agreement is entered into, under and pursuant to, and is to be construed and enforceable solely in accordance with the laws of the State of Kansas. Parties consent to exclusive jurisdiction and venue of the state and federal courts in Johnson County, Kansas for all disputes arising out of or relating to this Agreement.

By signing this Agreement, I certify that I have read the agreement carefully, I understand all terms and conditions set-forth above, and therefore agree to all terms and conditions of this Agreement.

Signature

Print Name

Date