

FACILITY RENTAL RULES & REGULATIONS

City Of Pittsburg Parks and Recreation Department

SECTION 1 – RESERVATION OF FACILITY

INITIAL: _____

Reservations for use of Lincoln Center may be made by contacting the City of Pittsburg Parks and Recreation Department (710 W. 9th, Pittsburg, KS 66762), 8:00 a.m. to 5:00 p.m., Monday through Friday in person or by phone at 620-231-8310. Reservations are taken on a first come first served basis.

Reservations will be booked no more than one (1) year in advance.

All associated facility reservation fees and deposits are due at time of reservation.

The person, firm or organizations whose name and signature appear on the agreement shall be responsible for any and all damages to the facility and shall inform their guest(s) of the City's rules and regulations regarding facility use. The person held responsible is considered the lessee.

No less than ten (10) business days prior to the event a completed agreement along with a copy of the lessee's current valid driver's license must be submitted. Lessees within a twenty-five (25) mile radius must appear in person to complete the agreement.

The lessee for the reservation is required to be present throughout the entire use of the rental.

All reservations shall include time for preparation/decoration, event time and clean up. Refunds will not be given for unused time.

The minimum time for a reservation is two (2) hours not including decoration time.

A decoration fee is available prior to the event only for \$10.00 per hour. Reservations are allowed to have one (1) hour of decorating per each one (1) hour of event time, if desired by lessee.

SECTION 2 – FACILITY REQUIREMENTS

INITIAL: _____

No person, firm, or organization shall be allowed to lease the premises for either a private event at which alcoholic and/or cereal malt beverages are dispensed or a youth event without having first signed a rules and regulations agreement, paying the minimum rental fee and any required damage deposits.

The opening hours for Lincoln Center shall be no earlier than 7:00 a.m. The closing hours for Lincoln Center shall be no later than 12:00 a.m. (midnight).

The center will be inspected prior to rental and at the end of the rental time. It is required that the lessee leave the center and all adjoining areas in the condition they found it. Any additional clean up required by the Parks & Recreation Department will be assessed to the lessee at the rate of \$20.00 per hour per employee. Any damage to the facility and/or its contents will be assessed to the lessee. Any missing items will be assessed to the lessee.

Kitchen: Reservation fee includes the use of the kitchen. Lessee must clean area and return all items used to original status. Any items left by the lessee can and will be disposed of, as deemed necessary by staff, following the completion of a reservation.

Lincoln Center Audio/Visual Equipment: No lessee or guest of a lessee shall be allowed to set up or operate the Lincoln Center audio/visual equipment without first receiving the prior written approval of the Director. Lessee will be required to pay, in advance, a \$50.00 deposit for use of system. This deposit is additional to any other deposits required. The deposit will be mailed back the Friday following the event, minus the damages, if any.

Key and access to the center: Lincoln Center, including the keys thereto, shall at all times be under the control of the City, and no person may duplicate the keys without prior written approval. Department staff will unlock the facility at the reservation start time and return to lock the facility at the reservation end time. Keys will not be given to the lessee for any reason. The City reserves the right to enter at all times, any and all portions of the leased premises.

Minor Events: Minor (under 18 years of age) parties will be allowed in the center only upon compliance by the lessee with these rules and regulations and supervision by approved adult chaperones as required. Reservations that consist of minors must provide adult supervision at all times with no less than one (1) adult per every (20) minors. Minors must be under adult supervision at all times. Under no circumstances shall the lessee of a youth event allow the consumption, possession, or use of alcoholic beverages, cereal malt beverages, or drugs on the premises.

User may not sell food, beverages, merchandise or charge admission upon the Lincoln Center premises, unless specifically preapproved by the City of Pittsburg Parks & Recreation Department.

A facility layout diagram is provided for the lessee in order to provide specific set-up instructions. All set-up requests must be submitted ten (10) business days prior to the reservation date.

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| SECTION 3 – INELIGIBLE ACTIVITIES | INITIAL: _____ |
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Underage alcohol consumption, rowdiness, fighting, or gambling is not allowed. Any such activity will result in forfeiture of any reservation fees and deposits.

No overnight rental use is allowed.

No activity shall be allowed which will cause a substantial danger or damage to the facility, grounds or neighborhood, nor shall any activity be allowed which is deemed not to be in the best interest of the city. Decisions regarding this shall be made by the City.

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| SECTION 4 – GENERAL REGULATIONS/NOTICES | INITIAL: _____ |
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The City of Pittsburg is not responsible for any lost or stolen property.

Under no circumstances shall drugs or tobacco, including cigarettes, vaping devices or chewing tobacco, be allowed in the premises.

Children attending the event must be under adult supervision at all times. Children are not allowed to run around the facility unsupervised.

Reservation cannot be transferred, assigned or sublet.

Table and chairs are to be used indoors only and only for the specific use for which they are intended. Standing on tables or chairs, or sitting on tables is prohibited and the applicant will be charged for damages if this occurs. Facility, tables and chairs are to be left as it was found for the reservation. Chairs and tables are not to be put away or charges will occur.

Any applicant violating the established Rules and Regulations, or constituting a public nuisance may be required to leave the facility and premises. Should a staff member find that any facility users are in violation they will attempt to contact the lessee, who is responsible for resolving the situation. If no resolution is made, the staff member may choose to shut down the event. If necessary, the police will be contacted.

The Director of Parks & Recreation is hereby authorized to promulgate additional written rules and regulations as deemed appropriate or necessary in connection with the care, maintenance, and usage of Lincoln Center so long as the same do not conflict with the provisions hereof.

SECTION 5 – ALCOHOL BEVERAGE REQUEST

INITIAL: _____

No person, firm, or organization shall be allowed to consume, dispense, or use alcoholic beverages and/or cereal malt beverages at Lincoln Center except as allowed by State Law and City Ordinances as well as in accordance with the following:

- A. The use of alcoholic beverages must be requested in writing and submitted at the time of reservation. All written requests must detail the nature of the event and all types of alcohol to be served. No lessee or guest shall possess or transport any alcoholic beverage or cereal malt beverage into the center without prior approval.
- B. At no time shall persons under twenty-one (21) years of age be allowed to consume or be served any alcoholic beverages or cereal malt beverages.
- C. The lessee shall be responsible for any person whose conduct is objectionable, disorderly, or disruptive and shall further be financially responsible for any loss, damage, or injury to persons or property during the term of the lease.
- D. If the lessee is selling or requiring consideration in exchange for any guest receiving an alcoholic beverage or cereal malt beverage, the lessee is required to purchase and exhibit all State or City licenses or permits mandated by State Law or City Ordinance prior to the date of private event.
- E. Evidence of this license must be on file at the Parks and Recreation Department at least ten (10) business days prior to the reservation date. If no license is provided, then the lessee will not be able to sell alcoholic beverages at their function.
- F. The lessee shall designate one person, whose name along with a copy of a valid current driver's license are submitted to the Parks and Recreation department, that will be held responsible for the dispersing of alcoholic and/or cereal malt beverages within the center.
- G. The serving of alcohol must cease at least thirty (30) minutes prior to the end of the rental.
- H. If alcohol is used without a license, the event will be ended immediately without warning, and the entire damage deposit and rental fees will be forfeited.
- I. If lessee reserves an event and indicates that there will be no alcohol at the event and the lessee or any guest brings any type of alcohol to the event, it will result in the forfeiture of the full facility deposit.

SECTION 6 – FACILITY DECORATIONS**INITIAL: _____**

The lessee shall be responsible for putting up any decorations and any special preparations necessary for the function.

No storage or decoration deliveries are permitted before or after a reservation.

All decorations and tape shall be removed at the conclusion of the reservation. Lessee shall be responsible for the removal of all decorations, tape, special preparations, applicant's personal property, and any rented equipment immediately upon the conclusion of the event. Nothing will be stored on site and will be disposed of at the conclusion of the rental.

Decorations may not be hung from light fixtures, ceilings, smoke detectors, exit signs or emergency lighting.

Open flames (such as lighted candles) are not allowed. Battery operated candles are acceptable. Incense or other smoke producing products are not allowed in Lincoln Center.

The following items are not to be used in or around the facility or attached to the facility in any manner: glitter, confetti, duct tape, thumb tacks/push pins, fog machines, rice, birdseed or hay bales. Use will result in the loss of deposit(s).

- Staples may be used on wooden walls and pillars only.
- Only blue painters' tape may be used on the floor, both tile and wooden.
- Tape or adhesives may NOT be used on handrailing, cabinets or white walls.

SECTION 7 – INSURANCE**INITIAL: _____**

The lessee, if so directed by the Director, shall furnish a general liability insurance policy written by a Carrier with a minimum rating by AM Bests of A VII in which the lessee is the named insured, and the City of Pittsburg and their representatives are named as additional insured, with a minimum of \$1,000,000 per Occurrence and \$1,000,000 Aggregate covering Bodily Injury and Property. The policy shall also provide for a ten (10) day written notice to the Director prior to cancellation. The policy shall be written for the entire time lessee has contracted to use the facility and a certificate of insurance, evidencing the aforesaid insurance, shall be deposited with the Director prior to the event.

Please contact your insurance provider to check if your homeowner's policy may be extended to cover your facility rental.

SECTION 8 – SAFETY**INITIAL: _____**

The City of Pittsburg Police Department has the authority to shut down any event for any reason deemed necessary. In this event, the lessee will forfeit all fees paid including the deposit.

All doors must be kept clear and unlocked in the event of an emergency evacuation.

SECTION 9 – DAMAGE DEPOSITS & REFUNDS/EVENT TERMINATION**INITIAL: _____**

A damage deposit of \$350 shall be required of all lessees consuming, dispensing, or using alcoholic beverages to provide partial protection to any damages to the building, furniture, equipment, fixtures, paintings, windows, decoration, or adjacent premises.

A damage deposit of \$250 shall be required of all lessees reserving the facility past 9:00pm for events which do not include alcohol to provide partial protection for any damages aforementioned.

Any charges for damages to the facility or furnishings will be deducted from the lessee's deposit.

Any and all damages caused by the lessee or the guests of the lessee, over and above the amount of the damage deposit, shall be the responsibility of the lessee.

The damage deposit will be mailed back the Friday following the event, minus the damages if any.

- If the deposit was paid using cash or check, a check will be processed for the refund.
- If the deposit was paid using credit/debit card, the refund will be applied to the original card used. It may take 7 – 10 business days to see the credit reflected to your account.

In the event that the lessee and lessee's guest/s have not exited the center by the end of the reservation time, no refund will be received.

CANCELLATION REFUND POLICY

_____15 or more business days = 100% Refund Of Reservation Fee

_____10 - 14 business days = 50% Refund Of Reservation Fee

_____9 or less business days = No Refund

_____Reservations made 9 or less business days prior to an event will not receive a refund.

Failure to comply with required licenses, permits or certificates will result in immediate cancellation of facility reservation and will forfeit all deposit(s) and fees paid.

Staff on duty does not have the authority to grant use of additional facilities, equipment or time extensions. Use or occupancy of the facility beyond the end of the reservation time will cause forfeiture of the lessee's entire damage deposit.

The misuse of any City of Pittsburg facility, failure to conform to facility regulations, or any other Federal, State or local law, rule, regulation or ordinance or any other threat to public health, safety, or welfare shall be sufficient reason for immediate cancellation of the facility use. No refund will be granted. This shall include overcrowding of the posted maximum capacity of the room in use, serving alcohol to minors, or any action deemed sufficient by City of Pittsburg staff.

In the event that the City deems it necessary to cancel or terminate facility use, the lessee will forfeit all deposits and fees paid.

I have read, understand and agree to the above information.

Lessee's Signature

Date