Hutchinson Sports Arena

Rental Policy

Effective November 7, 2017

Hutchinson Community College Facilities Office
1300 N. Plum St.
Hutchinson, KS 67501
(620) 665-3530
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1. GENERAL RULES

A. A completed Hutchinson’s Sports Arena Lease Agreement must be submitted to the office of the HCC Director of Facilities, 1300 N. Plum St., Hutchinson, KS at least 30 days prior to the requested use date with a Rental Deposit of fifteen percent (15%) of the total costs. (See Appendix B.)

B. The Applicant must notify the HCC Director of Facilities office of any cancellation at least 5 days prior to the scheduled use date. Otherwise, the applicable fees and charges will be assessed to the Applicant.

C. Use fees are found in Appendix A.

D. In the event an approved Applicant arrives late or fails to appear at the scheduled time or the scheduled date, assigned College staff will wait one hour before closing and vacating the facility. The Applicant will be charged a minimum of 2 hours for personnel, in accordance with the fees listed in Appendix A.

E. Alcohol or Cereal Malt Beverage may be served only with the prior approval of the City Manager and in compliance with applicable State and Local laws.

F. The use of illegal drugs and controlled substances is prohibited.

G. The use of tobacco or vaping products is not permitted in any location within the Sports Arena Facility.

H. Except at family gatherings or wedding receptions, no person shall bring food or beverages (including bottled water) into the Sports Arena. For concessions and catering, please contact the HCC Director of Facilities.

I. The Applicant is responsible for assuring that persons using the Sports Arena conduct themselves appropriately and in accordance with these Rules and Regulations at all times.

J. The City/College do not discriminate against individuals, including its employees, based on race, color, national origin, ancestry, religion, sex, age, or disability. Such entities comply with all applicable laws and regulations prohibiting unlawful discrimination and users of the Sports Arena are required to comply with all applicable federal, state/local laws, rules and policies while utilizing the Sports Arena Facility.

K. Applicant and its approved attendees may use only the approved facilities and only on the date or dates and during the time or times specified in an approved Application. Any unauthorized use of the Sports Arena may result in the assessment of additional fees and cost to the Applicant and may result in denial of future applications.

L. Applicants must abide by all traffic laws and posted rules while on City and College property.
2. ANTI-DISCRIMINATION CLAUSE

A. The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase “equal opportunity employer”; (c) to comply with the reporting requirements set out a K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Contractor agrees to comply with all applicable state and federal anti-discrimination laws. The provisions of this paragraph (with the exception of those provisions relating to the ADA) are not applicable to contractor who employ fewer than four employees during the term of such contract whose contracts with contracting State agency cumulatively total $5,000 or less during the fiscal year of such agency.

3. BANNERS, WINDOW CLINGS AND OTHER PROMOTIONAL MATERIALS

A. Signs may not be hung throughout the Sports Arena. Handheld signs with poles or sticks are not permitted. Wooden signs or signs made of metal material are not permitted. Signs must be constructed of paper or poster-board and not obstruct the view of other spectators.

4. BILLING

A. Approved Applicants will receive an invoice for use fees in the month following the last approved use date. Payment is due upon receipt of the invoice. Failure to pay an invoice in a timely manner may result in denial of future facilities use and pursuit of appropriate collection efforts.

5. CLEAN-UP FEES

A. Applicant is responsible for cleaning the area. If extraordinary or unusual janitorial cleaning services are required at the conclusion of an event as determined by the HCC Director of Facilities, an additional fee may be charged to a post event invoice. The applicant will be assessed a fee for clean-up if prohibited and/or restricted products are used in the Sports Arena.
6. EVENTS

A. The facility has house lighting which will be provided to the Applicant; however, additional lighting/rigging must be provided by the Applicant. Ticket sellers, ticket takers and ushers may be required, as well as security. Standing is not permitted in the aisles and walkways during events held at the Sports Arena.

7. EVENT SET-UP AND MANAGEMENT

A. At least 30 days before the first day of move-in, Applicants shall provide a full and detailed outline of all event requirements within the leased spaces, including stage, equipment, floor plans and court layout/markings. (See Appendix C for dimensions.)

B. Floor Plans submitted must be approved by the HCC Director of Facilities. Such plans that do not meet Fire and ADA regulations will be changed accordingly. Inside of 7 days of the event move-in, additions and changes to the original set-up as approved may incur additional fees, or may be subject to event cancellation.

8. RENTAL FEES AND SERVICES

See Appendix A.

9. LEASE AGREEMENT AND PROOF OF INSURANCE

A. The Sports Arena Lease Agreement found in Appendix B must be fully executed and payment made according to the terms outlined prior to being admitted on the premises. The agreement must also be accompanied by a Certificate of Insurance on which the City of Hutchinson is identified as an Additional Insured evidencing the existence of the Applicant’s general liability insurance providing coverage for injury to persons, including death, in amounts not less than $2,000,000 per occurrence and $1,000,000 per person and for property damage in an amount not less than $500,000 per occurrence.

10. LOAD-IN/OUT

A. An Applicant representative must be present during load-in and load-out periods. All vehicles must be removed from the designated load in/out area prior to the opening of an event. Arrangements for load-in and/or load-out must be made with the HCC Director of Facilities in advance.
11. MERCHANDISE AND NOVELTY SALES

A. The following merchandise fees will be applied:

1. Twenty percent (20%) of total gross sales of novelties, including, but not limited to, printed programs, souvenirs, T-shirts, etc.

2. Ten percent (10%) of total gross sales of recorded items, including, but not limited to, tapes, CDs, DVDs, etc.

3. The Applicant is responsible for collecting and remitting sales tax to the State of Kansas.

4. Performances with less than 500 people in attendance will be subject to a flat $350 merchandise fee, rather than a percentage.

5. Merchandise fees will be due at the close of the event.

(Exclusive of sales tax)

B. All inquiries and/or arrangements for merchandise sales are to be directed to the HCC Director of Facilities.

12. OCCUPANCY LIMIT

A. Applicants are responsible for ensuring that the number of people admitted to your event is within the legal occupancy limit of the Sports Arena as determined by the Hutchinson Fire Department. (See both Appendix C and Seating Plan found on the last page.)

13. PUBLIC SAFETY AND SECURITY

A. Applicant agrees to conduct activities with full regard to public safety and abide by all applicable regulations and requests by governmental agencies responsible for public safety. The Applicant may be required to employ security officers in such number as the Hutchinson Police Chief deems necessary, at Applicant’s expense.

14. PYROTECHNICS, COMPRESSED GAS, AND OPEN FLAMES

A. Pyrotechnics, open flame, explosive equipment, compressed gas, flammable gas, candles, liquid propane gas, etc. are strictly prohibited.
15. SHIPPING

A. Sports Arena will not receive any shipments or freight for promoters or exhibitors prior to the contracted move-in date. Promotors or exhibitors are required to arrange other off-site storage.

16. SOUND

A. Sports Arena will monitor sound levels to ensure that sound is not disturbing to other events scheduled in the facility. The Sports Arena reserves the right to lower sound levels at any time. Performances and events of any kind shall have sound rights over rehearsals and auditions.
# Hutchison Sports Arena Rental Fees and Services

## Appendix A

### Area Categories

<table>
<thead>
<tr>
<th>Category 4</th>
<th>Category 3</th>
<th>Category 2</th>
<th>Category 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Special Events</td>
<td>For Profit Businesses</td>
<td>Registered Non-Profit Organizations</td>
<td>K-12 Schools &amp; Activity Clubs (w/in City limits)</td>
</tr>
</tbody>
</table>

### Rates

<table>
<thead>
<tr>
<th><strong>Area</strong></th>
<th><strong>Category 4</strong></th>
<th><strong>Category 3</strong></th>
<th><strong>Category 2</strong></th>
<th><strong>Category 1</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Arena</td>
<td>Negotiable</td>
<td>$2000/day; $250/hr</td>
<td>$1500/day; $190/hr</td>
<td>$1000/day; $125/hr</td>
</tr>
<tr>
<td>Gymnasiums</td>
<td>Negotiable</td>
<td>$1500/day; $190/hr</td>
<td>$1000/day; $125/hr</td>
<td>$700/day; $90/hr</td>
</tr>
<tr>
<td>Gym 1, 2 &amp; 3</td>
<td>Negotiable</td>
<td>$1250/day; $155/hr</td>
<td>$875/day; $100/hr</td>
<td>$525/day; $65/hr</td>
</tr>
<tr>
<td>Gyms 2 &amp; 3</td>
<td>Negotiable</td>
<td>$1250/day; $155/hr</td>
<td>$875/day; $100/hr</td>
<td>$525/day; $65/hr</td>
</tr>
</tbody>
</table>

**Note:** Multi-Day Rental Rates: 2 days - 75% of base rental ea. day; 3 days = 66% of base rental ea. day; 4+ days = 50% of base rental; all other expenses listed below are billed at normal rate.

### Additional Costs

#### Personnel - Actual Hrs

| Security/Parking Assistance (determined by HPD) | $55/hr |
| Facility Supervisor | $30/hr |
| Operations | $30/hr |
| Technical Support | $30/hr |
| Set-up/Tear-down Personnel | $15/hr |

#### Equipment - Flat Rates Per Unit

| Stage | $250 |
| Scoreboard - Main Arena | $100 |
| Video System - Main Arena | $1000/day |
| Scoreboard - Gyms | $100 |
| Scorer's Table | $250 |
| Projectors | $25 |
| Podium | $10 |
| Tables | $10 |
| Chairs (up to 600) | $1 |

House lighting provided; add'l lighting/rigging to be provided by promoter.

#### Cleaning Charges - Per Event

| Main Arena | $750 |
| Gyms 1, 2 & 3 | $300 |
| Gyms 2 & 3 | $200 |
| South Lobby, E/W Deck, S Merchandise Area | $250 |
| Dance Room | $100 |
| Locker Rooms | $200 |
| Ticket Booth | $100 |
| Concession Areas * | $250 ea. |
| Catering Kitchen ** | $500 |

* Renter responsible for cleaning area; charges will apply if not satisfactorily completed.

** Caterer responsible for cleaning area; charges will apply if not satisfactorily completed.

**Note:** George E. Killian Room is not available for rent. Catering Kitchen shall only be used by a licensed food establishment or person who possesses or is required to possess a valid license to operate a food establishment as defined under the Kansas Food Code.
HUTCHINSON SPORTS ARENA LEASE AGREEMENT

SECTION 1: TO BE COMPLETED BY THE PERSON OR APPLICANT REQUESTING PERMISSION TO USE HUTCHINSON SPORTS ARENA

Person or Organization Requesting Permission to use the Sports Arena: ________________________________________________________

("Applicant")

Name and Title of Applicant's Authorized Officer or Representative: ______________________________________________________

Applicant's Address: ____________________________________________

Email Address: ________________________________________________

Sports Arena Amenities Proposed To Be Used: ________________________

Number of Expected Attendees: _____

Date of Use: ___________ Time of Use: From: ________m To: ________m

Applicant’s Social Security or Tax Identification Number: ___________

Purpose of Use: ________________________________________________

Release of Liability and Indemnification. The Applicant hereby releases and discharges City of Hutchinson, Hutchinson Community College, and Reno County, Kansas; its officers; agents; and employees; from every claim; demand; cause of action of whatsoever nature or kind; for personal injuries; illness; disease or damage to property; arising out of or in connection with the use of City of Hutchinson/College facilities; equipment or property by the Applicant or any of its officers; agents; employees; contractors or students; sustained at any time in the future by the Applicant or any of its officers; agents; employees; contractors or students; except as may result solely from the negligence or intentional act of the City/College, its officers, agents or employees. Further, the Applicant agrees to defend, indemnify and hold the City, its officers, agents and employees harmless from every such claim, demand, cause of action or right of whatsoever nature or kind, except as may result solely from the negligence or intentional act of the City, its officers, agents or employees. The Applicant, at its own cost, expense and risk, shall defend any legal proceedings that may be brought against the City/College or any of its officers, agents or employees in connection with any claim or demand arising out of the use of the City’s/College’s facilities, equipment or property and shall satisfy any judgment that may be rendered against the City/College, its officers, agents or employees. The City agrees to promptly notify the Applicant of its receipt of any such claim or demand. The City reserves the right to participate in the defense of any such claim or demand as determined by the City in its sole discretion.

License for Use of City’s Facilities. By its approval of the Applicant’s request for use of City facilities in accordance with this Agreement, the City grants the Applicant a limited license to use the City facilities identified above solely for the purpose or purposes specified in this Agreement and in strict accordance with the provisions set forth herein and the Facilities Use Rules and Regulations governing the use of City facilities which are incorporated in this Agreement by reference. The Applicant agrees not to assign the Applicant’s right to the use of such facilities, equipment or property or any part thereof to any person or to use the same for any other purpose than specified herein. The City reserves the right to revoke or temporarily suspend the Applicant’s use of such facilities, equipment or property if the same are required for City purposes and, in such event, will use its best efforts to notify the Applicant at least 48 hours prior to the Applicant’s scheduled activity.

Proof of Insurance. This Agreement must be accompanied by a Certificate of Insurance on which the City of Hutchinson is identified as an Additional Insured evidencing the existence of the Applicant’s general liability insurance providing coverage for injury to persons, including death, in amounts not less than $2,000,000 per occurrence and $1,000,000 per person and for property damage in an amount not less than $500,000 per occurrence.

Security Agreement. Accompanying this Agreement is the Applicant’s check or acceptable form of agreement to secure the Applicant’s obligations to pay the fees and expenses in connection with Applicant’s use of and possible damage to the City/College facilities, equipment and property.

Binding Agreement. By signing this Agreement the Applicant or the Applicant’s Authorized Representative represents and agrees that (1) the Applicant or Authorized Representative on behalf of the Applicant is authorized to sign this Agreement, (2) the Applicant or the Applicant’s Authorized Representative has received, has read and is familiar with the Hutchinson Sports Arena Rental Policies governing the use of the Arena included in this Agreement and agrees that the Applicant shall comply with said Policies, and (3) this Agreement is binding upon the Applicant and Applicant’s heirs, personal representatives or its successors and assigns.

Signature of Applicant or Applicant’s Authorized Representative

Signature: __________________________________________ Date: _____________________________

Printed Name and Title: ________________________________________________________________

Submit one signed copy of this Agreement together with the required Certificate of Insurance and Rental Deposit of fifteen percent (15%) of the total costs to the office of Hutchinson Community College’s Director of Facilities, 1300 N. Plum Street, Hutchinson, KS 67501. If approved, a copy of the Agreement signed by an authorized College representative will be furnished to the Applicant.

Approved this _____ day of ________, 20___. City of Hutchinson, Kansas

By: __________________________________________

Printed Name & Title: ________________________________________________________________
### Hutchinson Sports Arena

#### Appendix C

**Space Dimensions and Capacities**

<table>
<thead>
<tr>
<th>Room</th>
<th>Dimensions</th>
<th>Size</th>
<th>Capacity</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Main Arena</strong></td>
<td></td>
<td></td>
<td>Event Seating - 6473 max.</td>
<td>Game Seating - 5609 max.</td>
</tr>
<tr>
<td><strong>Bleachers Out</strong></td>
<td>102 x 75</td>
<td>9,000 sq. ft</td>
<td>Round tables - 500 Long tables - 600 Chairs only - 1200</td>
<td></td>
</tr>
<tr>
<td><strong>Bleachers In</strong></td>
<td>118 x 160</td>
<td>18,880 sq. ft</td>
<td>Round tables - 1010 Long tables - 1212 Chairs only - 2424</td>
<td></td>
</tr>
<tr>
<td><strong>North Addition</strong></td>
<td></td>
<td></td>
<td>Event - 1,596 max. Standing room only</td>
<td></td>
</tr>
<tr>
<td><strong>Gym (Single)</strong></td>
<td>70 x 114</td>
<td>7,980 sq. ft</td>
<td>Event - 1,596 max. Chairs - 1,140 max. Tables &amp; Chairs - 532 max.</td>
<td></td>
</tr>
<tr>
<td><strong>Gym (Double)</strong></td>
<td>130 x 114</td>
<td>14,120 sq. ft</td>
<td>Event - 2,964 max. Chairs - 2,117 max. Tables &amp; Chairs - 988 max.</td>
<td></td>
</tr>
<tr>
<td><strong>Dance Room</strong></td>
<td>18 x 35</td>
<td>630 sq. ft</td>
<td>Total Occupancy - 45 Sink w/ counter</td>
<td></td>
</tr>
<tr>
<td><strong>Media Room</strong></td>
<td>32 x 13</td>
<td>416 sq. ft</td>
<td>Total Occupancy - 27</td>
<td></td>
</tr>
<tr>
<td><strong>Catering Kitchen</strong></td>
<td>28 x 16</td>
<td>448 sq. ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Merchandise Room</strong></td>
<td>11 x 22</td>
<td>242 sq. ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>North Corridor</strong></td>
<td>195 x 17</td>
<td>3,315 sq. ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>North Concessions</strong></td>
<td>17 x 10</td>
<td>170 sq. ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>South Lobby</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>1st Floor</strong></td>
<td></td>
<td></td>
<td>3,256 sq. ft.</td>
<td></td>
</tr>
<tr>
<td><strong>Ticket Booth</strong></td>
<td>32 x 13</td>
<td>416 sq. ft</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Merchandise Room</strong></td>
<td>21 x 10.5</td>
<td>220 sq. ft</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>