

# PARKS AND RECREATION EVENT FACILITY

## City of Hutchinson Memorial Hall Operating Policies

*All requests are processed on a first-come, first-served basis.*

*Reservations can't be made more than 1 year to the date in advance.*

*Memorial Hall open Oct. 1 through May only due to having no A/C in the building.*

*Seating capacity is 2,100. (The first balcony has 1,086 seats plus wheel chair seating, the second balcony has 539 seats, and approximately 500 on the main floor.*

1. **Fill out the Facility Request Form.** Please include all dates and times that you plan to use the building.
2. **Return the completed Facility Request Form to 1600 S. Elm.**
  - a. Once Request Form is completed and returned to the Parks and Facilities secretary, your request will be processed, and you will be contacted by a staff member.
  - b. Completion of all paperwork does not guarantee approval of request.
  - c. No reservation is final until a Rental Contract is signed by all parties.
  - d. Full Payment is due when the contract is signed.
  - e. Proof of Insurance is due one (1) week before rental.

### GENERAL RULES

1. There will be NO GLASS CONTAINERS
2. There will be NO BANNERS or ADVERTISEMENTS POSTED on CITY PROPERTY upon approved permission.
3. There will be NO HOLES DUG or PERMANENT FIXTURES ADDED.
4. There will be NO BICYCLES or PETS in INDOOR FACILITIES.
5. You must be out of the facility by the scheduled conclusion of your event, and any time after midnight will be charged overtime rates (see policy).
6. If there is any damage to the facility, the cost of the repairs and/or extra clean-up will be charged to the responsible group.
7. Special effects must be pre-approved. No fog, haze, or smoke machines.
8. **LIABILITY INSURANCE COVERAGE naming the City as additionally insured will be required.**
9. The Parks and Facilities Department is NOT LIABLE for any charges incurred by the group reserving the facility, or injury to participants or anyone hired for the event by the group reserving the facility.
10. The PERSON MAKING THIS REQUEST is REQUIRED TO BE PRESENT at the function for DURATION OF THE EVENT and MUST BE AUTHORIZED to make decisions ON BEHALF OF THE GROUP OR ORGANIZATION.
11. It is your responsibility to inform all members of your group of the Parks and Facility Rules and Regulations. Failure to abide by Park and Facility Rules and Regulations could result in immediate loss of privileges or forfeiture of privileges for future use

## **EVENT FACILITY**

**These policies contain general and rental information. Please read all items carefully.**

1. **Reserving Hall:** A prospective tenant must be at least 18 years of age to book Memorial Hall. Memorial Hall is rented on a first-come, first-served basis. Rental fee of \$220 per day (8AM-12AM) will be charged for rental of Memorial Hall for all regular events.

A price of \$1,300 per day will be charged for certain “larger” events such as commercial marketed events, promotional events and events that are expected to draw a large attendance. An agreement shall then be made up front with the prospective tenant as to what the charge will be for booking that event and that will be the price listed on the final Rental Contract.

**Note:** As per Section 29-101 through 29-106 of the Hutchinson City Code, any applicant that is requesting use of Memorial Hall for any “professional regulated sports contest” shall be required to first obtain and complete an application form provided by the City Finance Department. This Code basically requires that “No person shall promote a sports contest subject to the provision of the Kansas Professional Regulated Sports Act, K.S.A. 74-50-181 et seq. without first having in his or her possession for each event, as provided by this chapter, an unexpired and unrevoked license issued by the State of Kansas and the City of Hutchinson. (Ord. 299-04, Adopted 2/3/09). No rental contract will be completed or deemed valid until this provision is completed by said person(s).

2. **Rental Payments:** Payments may be made by cash, credit card, checks are accepted. Said type of payments should be made out to City of Hutchinson. Rental payments shall be collected at the Parks & Facilities Office 1600 S. Elm.

Any changes or variance of these fee amounts can be authorized only by the City Manager or his/her authorized representative. **The Hall is not reserved until the prospective tenant has returned the completed Facility Request Form, a Rental Contract is drawn up and signed, and the full rental fee is paid.** Until then, the Hall is subject to rental by another person on the date indicated. The total amount of the contract is due at the time of signing the Rental Contract unless authorized by the City Manager, or his/her designee. The Parks Maintenance Superintendent or his/her designee must sign the original contract along with the tenant’s signature. Even if the event is for a governmental agency or for a City function sponsored by a City department head a contract must be drawn up and signed

3. **Overtime Charges:** A charge of \$100 shall be made for each hour, or fraction thereof, on events that extend past midnight. The building must be empty at midnight, except for City personnel.

4. **Cancellation Policy:** Any cancellations made by the tenant prior to 30 days is 100%, any cancellation made 15-29 days prior to event 50% reimbursement, there is no reimbursement 0-14 days prior to event. In the event, the City has to make a cancellation, full refund will be issued if prior to event.

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5. **Liability Insurance:** All events are required to have liability insurance. Insurance must include setup, rehearsal, and event dates. Tenants must provide us with a copy of their liability insurance certificate one (1) week before rental.

Users of Memorial Hall are required to provide an insurance certificate with the City of Hutchinson 101 S. Walnut St. Hutchinson, KS 67501 listed as a co-insured or as a certificate holder in the minimum amount of \$500,000.00. \$500,000.00 is the limit of liability for municipalities under the Kansas Tort Claims Act.

6. **Access To Concessions:** If you want access to concession stands during your event you need to request that service on the rental application request form. You may not contract with any other catering service or concessionaire without prior consent with the City.

7. **Alcoholic Beverages:** Any catered or served events must have prior approval of the City Manager or his/her designee. Exceptions to this would include wedding receptions or other events that serve alcoholic beverages at no charge. Bar/Caters must show proof of Liquor License, (101 S. Walnut St. Hutchinson, KS 67501) approval must be made prior to contract for alcohol sales.

For ANY events that are going to include alcoholic beverages of any means or nature a copy of the application request form will be forwarded to HPD and they will determine if security will be required or if regular drop ins by on duty officers will be required. **See Security Policy.**

8. **Food/Non-alcoholic Beverages:** If a tenant wants to bring food or drink and serve it in the Hall or wants to provide catered food/meals free of charge (i.e. they are not selling it but giving it away), they may do so if they get prior approval from the City of Hutchinson Park Maintenance Superintendent. 101 S. Walnut St. Hutchinson, KS 67501.

9. **Systems/Technical Support:** If you intend to use the Memorial Hall sound system, special stage lights &/or dimmers, or the spot lights, you must use Josh Davies, the authorized technician assigned by the City. The contact number to call is 620-474-0110. Josh will make arrangements with the tenant to operate these systems during the event or to assign/recommend qualified crew to do so. Josh is an independent contractor and thus billing arrangements will be made through him and any payments will be made to him exclusively.

**It is the tenant's responsibility to contact Josh Davies.**

10. **Additional Equipment:** (1.) Memorial Hall has a pull-down projector screen on the stage for their use. (2.) The Hall also has rectangular tables that can be set up. There are 51 of these tables. The tables are 8ft. long and 30" wide. The setup of all equipment is done by the tenant. (3.) The Hall also has 550 cushioned chairs that can be set up on the floor of the auditorium. This seating is in addition to the seating in the first and second balconies. The total seating in the Hall is 2,100 which include chairs on the auditorium floor. 4. All Equipment is to remain inside the building.

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11. **Sales of Promotional Item:** Tenants may sell T-shirts, CD's, etc., in the Hall at their event. At the 12-11-01 City Council meeting a 20% remittance to the City on retail sales was set. If you sell items in the Hall, you also need to collect Kansas Sales Tax and remit it to the state. You are subject to a walk-in inspection for this purpose during an event. If you charge admission to the event to be held at Memorial Hall, a twenty (20) percent remittance must be paid to the City for all sales of merchandise or services.

If you do not charge admission but plan to have vendors present who will sell items other than T-shirts, CD's and the like, whether or not the 20% remittance will be assessed, or be decided on a case-by-case basis, based in part, on the purpose of the event. Final determination of such shall be made by the City Manager or his/her designee.

12. **Copyrights:** Tenant will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes, or dramatic rights used or incorporated into the event. Tenant agrees to indemnify, defend and hold harmless the City of Hutchinson from any claim or costs, including legal fees, which might arise from questions of use of such materials as described above.

13. **Defacement:** Tenant shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner damaged. Nothing shall be attached to any surface except with materials approved by the City.

14. **Right to Cancel:** The City reserves the right to terminate this agreement for good cause, as determined by the City. In this event, Tenant agrees to forego any claims against the City for damages.

15. **Security:** The City may require the presence of sworn law enforcement officers to act as security personnel during the event. You will be notified of these requirements after the signed contract is submitted. The Chief of Police or his representative will determine if an officer(s) needs to be present for each and every event. Any such security personnel will be billed to you after the event, by the Hutchinson Police Department. Questions about security should be directed to the Hutchinson Police Department, telephone number 620-694-2816.

**You are responsible for ensuring that the number of people admitted to your event is within the legal occupancy limit of the Hall, as determined by the Hutchinson Fire Department.**

16. **Interpretation:** All disputes over interpretation of these policies shall be resolved by the City Manager, whose decision will be final.

17. **Default:** Should the Tenant default in performance of any of the terms and conditions of this agreement, the City at its option, may terminate it. Tenant shall be liable for the full rent provided for herein, in addition to any consequential damages sustained by the City.

**Any questions about Memorial Hall for your rental event should be directed to the Park Offices to Charlene Gilley 620.694.1905 or Steve Allen 620.694.2659.**