

Gardner Senior Center Rental Policies

Facility Rules and Regulations

USE RESTRICTIONS: Rental groups may use only those rooms and/or equipment specifically designated on the Rental Agreement. Agreements are non-transferable. Any individual or group wanting to charge admission for attendance to an event or sell an item or product must receive written consent from the Director of Parks and Recreation or their designee, and additional charges and fees may apply to the rental. The City of Gardner and the Gardner Parks and Recreation Department reserve the right to refuse rental activities that are not of good character, illegal, or may be detrimental to the facility. Any group or individual violating the established Gardner Parks and Recreation Rules and Regulations, or constituting a nuisance, may be requested to leave the facility. The misuse of the facility will be sufficient reason for terminating the Agreement with no refund. Renter and attendees shall not have the use of, or permit others the use of, any City facilities or equipment not specifically covered in this Agreement. Normal use of public areas such as foyers, halls and restrooms are permitted. Animals (except service animals) are not permitted in the facility unless part of an authorized program. Gambling is prohibited except as permitted by Kansas State Law and/or City of Gardner Ordinance.

RENTAL RATES: Rental of any part of the facility shall be charged in accordance with the Schedule of Rental Fees. No rental is available on Independence Day, Easter Sunday, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve or New Year's Day. Rental groups will be charged for all hours the room is being used including decorating and clean-up time.

CODE OF CONDUCT: All facility users are expected to conduct themselves in a manner conducive to a positive, family-based environment. Destruction of property, and abusive language and behavior will not be tolerated. Facility renter will be held responsible for the actions of their guests. **NO SMOKING** is allowed in any portion of the facility and must occur a minimum of 25 feet from all entryways to the facility. Groups composed of youth ages eighteen (18) and younger must be supervised by an adult at all times at a ratio of 1 adult to every 10 youth.

COMPLIANCE WITH LAWS AND REGULATIONS: Renter shall comply with all laws, ordinances and regulations adopted or established by federal, state or local government agencies or bodies and the rules and regulations of the Parks and Recreation Department. Renter shall obtain and pay for all necessary permits and licenses. It is the renter's sole responsibility to be aware of the governing ordinances, regulations and rules.

CONSUMPTION OF ALCOHOL: The possession, serving or consumption of beer, wine, or liquor on the premises is strictly prohibited. Any violation shall result in the cancellation of event without a refund, forfeiture of deposit, and prohibition from any future rentals.

DECORATIONS: Decorations provided by the renter or group are allowed on dining tables and buffet tables only. No decorations may be attached to the walls, ceilings, windows, trim, or doors of the facility. Archways or other backdrops must be free standing and may not be attached to the walls. Facility management must approve large banners or posters. Please ask the Parks and Recreation representative if you have a specific request. No tape, nails, staples, screws, etc. are allowed for use on tables or other equipment/facilities. Use of candles (except drip-less, contained or battery operated), fog machines, glitter and confetti in any form (paper, bird seed, rice, metallic cut-outs, etc.) are not allowed. Any decorating, covering, or changes to the facilities should be discussed at the time of the rental application and put in writing as part of the permit. Placement, relocation, or rearrangement of equipment other than tables and chairs is not permitted. Any violation of the decoration policy will result in the forfeiture of the security deposit and may result in additional charges to repair any damage to facility equipment and rooms.

CLEANING: The renter must wipe down all tables, pick up all trash, remove decorations, and dispose of all food and trash. Also, trash receptacles must be emptied in the trash dumpsters outside the kitchen. Kitchen must be left in the order in which it was found which includes sweeping and mopping prior to departure. Kitchen rules are posted in the kitchen and must be followed. Renter shall not use any city or personal janitorial supplies except on authority of the Gardner Parks and Recreation or as posted on the kitchen rules (mop/broom and cleaner). Renter shall pay any

janitorial charges incurred by the City to return rented space to normal state of cleanliness. The City of Gardner and Parks and Recreation Department will not be held responsible for any lost items. Any items left behind will be deemed as trash and disposed of.

DAMAGE DEPOSIT: A refundable damage deposit is required for all reservations. Renters are required to pay the damage deposit along with rental fees to reserve and hold the facility for the date and time requested for the event. If unforeseen events or unavoidable scheduling conflicts arise on the part of Gardner Parks and Recreation, and the event date, location, time and/or amenities requested by the renter cannot be granted, the Gardner Parks and Recreation representative will make every effort to provide similar accommodations for the renter. If an amicable agreement for similar accommodations cannot be made between the renter and a Gardner Parks and Recreation representative, the damage deposit and any other fees previously paid will be refunded in full within two (2) weeks. Credit cards will be charged at the time this Rental Agreement is signed. After the rental event, the credit card charges will be refunded unless there are damages, policy violations, or misconduct. ***Upon arrival at the Senior Building, it is the responsibility of the renter to do a thorough inspection of the building to look for any damage or unclean areas. If anything is discovered, please call the Parks and Recreation Customer Service Desk (913) 856-0936 and leave a message. If damage is not reported prior to the start of your reservation, your deposit may be subject to be withheld.*** Refunds will be made within two (2) weeks after the date of the event. It is up to the sole discretion of a Gardner Parks and Recreation representative to determine if damages, policy violations or misconduct occurred. In the event that damage to the facility or its equipment should exceed the deposit, the deposit will be retained and additional charges for the repair of damages that exceed damage deposit amount will be assessed. Any additional charges will not exceed the cost of the repair or the replacement of the damaged items. The renter will be notified of any violations or damages by telephone or mail.

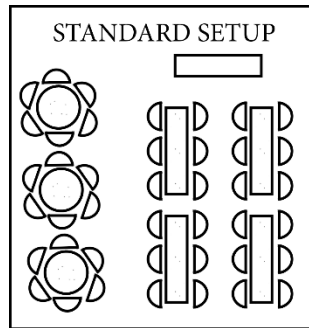
BUILDING ACCESS: Access to the facility will be made available through Gardner Parks and Recreation through a checkout system of a key. The key can be checked out from Parks and Recreation no earlier than two business days prior to your event. To receive your deposit back, the key must be returned within 72 hours. If the key is not returned, the deposit will be retained and all damage deposit provisions as stated above will apply.

Parks and Recreation staff shall have the right to enter all rooms, any time, during scheduled events. If any violations to the contract occur, GPRD staff have the right to ask any individual/group/party to leave the premises without any monetary restitution for unused rental time. Gardner Police may also be used to help enforce vacancy if necessary. If the renter has not vacated the building at the end of their paid reservation time, Gardner Parks and Recreation will bill renter for the excess time at the rate of \$100/hour.

USE OF LICENSED SPACE: Renter will be permitted to store items only in the rented space and on the days and times covered by this Agreement. Renter shall vacate rented space no later than the end of the term of this Agreement. The City of Gardner shall furnish light, heat, air-conditioning, general room set-up and janitorial services incidental to ordinary building usage. Room temperature is kept at 73 degrees. The renter shall be responsible for all decorating and other special preparations necessary for the event (as approved).

SETUP OF EVENT: The Senior Center room set-up is as follows: Three round tables with six chairs each, four rectangle tables with six chairs each and one rectangular table at the west end of room. Additional tables and chairs are located in the storage room in the southeast corner of the building. Round tables: 4' wide; Rectangle tables: 6' in length.

PLEASE NOTE: **Renters are welcome to set up more tables and chairs and change the room layout, but all tables and chairs must be moved back to the standard setup below and any additional tables and chairs must be put back in storage room, and without damage, or renter will forfeit the total deposit.**



INDEMNITY: The City of Gardner is not responsible for accidents, injury or illness suffered by event participants, or loss of group or individual property. Renter agrees to indemnify the City, its officers, agents, volunteers and employees from all claims of every kind including all costs of defense arising out of, or which would not have occurred but for Renter’s use of the facilities rented herein. Renter accepts the building and equipment in “as is” condition. Renter shall be responsible for the proper conduct of any and all persons attending the event. The City of Gardner may require proof of insurance coverage, at a City approved amount, when the activity is deemed potentially hazardous to persons, property, or city facilities including outside contractors or vendors of services, food, equipment or other materials contracted for by the renter.

PAYMENT AND REFUNDS: All rentals must be requested in advance by completing a facility rental application and submitting a refundable damage deposit and rental fees. Events cancelled less than 48 hours in advance will forfeit the rental fees. Reservations cancelled 48 hours or more in advance will receive a refund of rental fees. All rentals receive the deposit refunded upon the return of the key within 72 hours of rental date.

OTHER NOTABLE INFORMATION: The City of Gardner reserves the right to relocate activities to a comparable space in the event of unavoidable scheduling conflicts.

During inclement weather, cancellations may be approved by Gardner Parks and Recreation or a City of Gardner representative. All scheduled rentals cancelled due to inclement weather may be rescheduled, space permitting. No refunds will be provided other than the damage deposit.

The Gardner Senior Center may be designated as an Emergency Operation Center for the City of Gardner. In case of emergency (flood, tornado, etc.) the City of Gardner’s Emergency Operations Center will be activated. The client will be notified and a full refund will be granted if such event occurs.

Rental dates, times, rooms, and amenities are based on availability. If unforeseen events or unavoidable scheduling conflicts arise on the part of Gardner Parks and Recreation, and the event date, location, time and/or amenities requested by the renter cannot be granted, the Gardner Parks and Recreation Department will make every effort to provide similar accommodations for the renter. If an amicable agreement for similar accommodations cannot be made between the renter and a Gardner Parks and Recreation representative, the damage deposit and any other fees previously paid will be refunded in full within two (2) weeks.

All individuals requesting a reservation are held completely responsible, must be present during the entire reservation and must be 18 years of age or older.