

Gardner Justice Center Community Room Use Agreement/Rules and Regulations

RESTRICTIONS: Groups may use only the Community room and/or equipment specifically designated on the Use Agreement. Agreements are non-transferable. Any individual or group wanting to charge admission for attendance to an event or sell an item or product while in the Community Room is strictly prohibited. The City of Gardner and the Gardner Police Department reserve the right to refuse use for activities that are not of good character, illegal, or may be detrimental to the facility. Any group or individual violating the established Gardner Community Room 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 User Agreement immediately. Groups and attendees shall not have the use of, or permit others the use of, any City facilities or equipment not specifically covered in this Use 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. Food and beverages are limited as specified as part of the Use Agreement.

LIMITS OF USE: The Community Room is available for most non-profit organizations, organized youth groups, hobbyists, company meetings, group trainings, civic groups, etc. It is not intended to be used for political purposes, retail business operations, or children's parties or similar gatherings that could generate significant cleaning issues and associated costs.

The Community Room is not available on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, or New Year's Day. It is not available before 8 AM or after 9 PM.

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 users 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: User 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 Gardner Police Department. User shall obtain and pay for all necessary permits and licenses. It is the user'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 and prohibition from any future use.

DECORATIONS: Decorations provided by the user or group are allowed on main 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 Gardner Police Department representative if you have a specific request. No 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 user application and put in writing as part of the permit. Placement, relocation, or rearrangement of equipment, tables and chairs must be approved in advance of the event. Any violation of the decoration policy may result in charges to repair any damage to facility, equipment and rooms.

CLEANING: The user must wipe down all tables, pick up all trash, remove decorations, and dispose of all food and trash. Kitchen must be left in the order in which it was found, which includes sweeping and mopping prior to departure. User shall not use any city or personal janitorial supplies except on authority of the Gardner Police Department. User shall pay any janitorial charges incurred by the City to return used space to normal state of cleanliness. The City of Gardner and Gardner Police Department will not be held responsible for any lost items. Any items left behind will be deemed as trash and may be disposed of. User may not use or consume any food, drink, paper products, or make use of any serving/dinnerware already in the kitchen and belonging to the Gardner Police Department. User is only entitled to use that which they brought to the event with them.

DAMAGE DEPOSIT: A refundable damage deposit may be required for users. Users may be required to pay the damage deposit 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 Police Department, and the event date, location, time and/or amenities requested by the user cannot be granted, the Gardner Police Department representative will make every effort to provide similar accommodations for the user. If an amicable agreement for similar accommodations cannot be made between the user and a Gardner Police Department representative, any 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 User Agreement is signed. After the event, the credit card charges will be refunded unless there are damages, policy violations, or misconduct. Upon arrival at the Community Room, it is the responsibility of the User to do a thorough inspection of the building to look for any damage or unclean areas. If anything is discovered, please call the Police Department Representative at (913) 884-8541 and leave a message. If damage is not reported prior to the start of your event, any 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 the Gardner Police Department representative to determine if damages, rule and regulation violations or misconduct occurred. In the event that damage to the facility or its equipment should exceed any 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 user will be notified of any violations or damages by telephone or mail.

BUILDING ACCESS: Access to the facility will be made available through Gardner Police Department employees, at least one of which will be on premises and available throughout the

user's event. User will be provided with Community Room access one hour before the scheduled event to set up. User will be provided with one hour after the event to break down and clean up. The Gardner Police Department employee will provide access to the user to the Department's outside trash dumpsters, so user can dispose of trash accumulated during the event.

USE OF SPACE: Event preparation by user in the facilities and delivery of user's freight or other property shall take place only upon dates and at the times specified in this Agreement. User will be permitted to store items only in the space and on the days and times covered by this User Agreement. User shall vacate space no later than the end of the term of this User Agreement. Food and drinks are limited to the room and kitchen specified by this User Agreement. No drinks are permitted outside of the Community Room premises. 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 between 68 - 72 degrees. The user shall be responsible for all decorating and other special preparations necessary for the event (as approved). It is the responsibility of the user to inform the Gardner Police Department of all equipment, caterers, or other special needs or uses prior to the event (i.e. deliveries, etc.). Requests for special arrangements or services must be made fourteen (14) days prior to the event in order to allow time for consideration and approval. Storage facilities are not available for user's use.

SETUP OF EVENT: The Community Room set-up is as follows: Twenty wheeled rectangular tables with two wheeled chairs each, and two rectangle buffet tables at back of room. Main tables: five feet long by 2 feet wide. Buffet tables are 8 feet long by 30 inches wide. Maximum occupancy for the Community Room is 85 people.

PLEASE NOTE: The main tables in the Community room are connected both electrically and mechanically. As such, any changes to the configuration of the tables in the Community Room must be approved in advance of the event by the Gardner police Department, and handled by employees of the Gardner Police Department.

INDEMNITY: The City of Gardner and the Gardner Police Department are not responsible for accidents, injury or illness suffered by event participants, or loss of group or individual property. User 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 User's use of the facilities herein. User accepts the building and equipment in "as is" condition. User shall be responsible for the proper conduct of any and all persons attending the event. The Gardner Police Department 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 user.

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 the Gardner Police Department representative. All scheduled use cancelled due to inclement weather may be rescheduled, space permitting.

The Gardner Community Room 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 user will be notified and an alternate date will be offered for their event.

Use dates, times, rooms, and amenities are based on availability. If unforeseen events or unavoidable scheduling conflicts arise on the part of the Gardner Police Department, and the event date, location, time and/or amenities requested by the user cannot be granted, the Gardner Police Department will make every effort to provide similar accommodations for the user.

The Use Agreement must be signed prior to the day of the scheduled event, and accepted by the Gardner Police Department, and the party signing the Use Agreement must be present during the entire scheduled event. Any change to this section must be agreed to in advance by a representative of the Gardner Police Department.

I acknowledge and understand that the User Agreement is non-transferable. I understand and agree to abide by the Gardner Police Department Rules and Regulations for the service. I further understand that changes to this User Agreement must be done in writing and within the time constraints outlined in the Gardner Community Room Rules and Regulations. Any unauthorized deviation from the Rules and Regulations could make this User Agreement null and void.

Name of User (Please print)	(Signature)	Date
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Address	Phone	Date of event	Time of event
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Email address	Organization (if applicable)
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Number of guests expected to attend your event

Gardner Justice Center Staff
Approving Room Use

Date Use Approved

Gardner Justice Center Community Room Rules and Regulations

- The Community Room is available from 8:00 AM until 9:00 PM every day. The Community Room is not available on Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, or New Year's Day.
- Maximum occupancy for the Community Center is 85, with no tables, and only using fixed position chairs. 20 tables with 40 wheeled chairs is the standard classroom configuration.
- The key to the building, if issued, can be obtained from the Records Unit prior to your event. An issued key must be returned to the Records Unit at the conclusion of your event.
- An inspection of the Community Room should be done when entering the facility. Any damages not reported to the Gardner Justice Center within the first 15 minutes of occupancy will be the user's responsibility. User is responsible for all damages to the facility during your event.
- Furniture inventory consists of twenty (20) wheeled tables, three (3) 8-foot folding tables and forty (40) wheeled chairs. All furniture should be left in its original configuration because of electrical and mechanical issues. Changes to the configuration may only be done by Gardner Justice Center personnel, and in advance of your event.
- For events other than training events sponsored by the Gardner Police Department, the user is asked to wipe down all table tops and chair seats, and to pick up all trash generated during your event, prior to leaving the facility.
- Exterior doors should be locked during your event. Please do not prop doors open.
- Alcohol is not permitted on the premises under any circumstances.
- Smoking is not permitted anywhere in the building. A cigarette receptacle is located outside of the Community Room patio for your convenience. It should not be moved.
- The user is responsible for all of their own belongings and supplies. Items brought in by the user must be removed from the facility by the end of your event. Neither the City of Gardner nor its employees can be held responsible for any item(s) left in the Community Room.
- The kitchen may only be used by the user with prior permission from the Gardner Police Department. All consumables already in the kitchen are for Gardner Police Department use only and are not available to the user or participants at your event.
- The Gardner Justice Center is a working police station 24 hours a day, 7 days a week. As such, all activities related to the Community Room event must be contained in the Community Room. The lobby is for police and court business use only. The lobby is a means of entrance and exit to the Community Room and not an extension of it.
- The public restrooms located immediately outside the Community Room are for the public use and may be used by occupants of an event in the Community Room.
- The Community Room is a designated City of Gardner Storm Shelter. In the event of a severe storm warning or tornado warning, occupants of any Community Room event must allow all civilians wishing to take shelter in the Community Room immediate access to it.
- Any violation of these rules and regulations, or any violation of procedures set forth in the Use Agreement, are grounds for immediate termination of an event and the removal of all parties occupying the Community Room.