

KANSAS CITY, MISSOURI PARKS & RECREATION DEPARTMENT

COMMUNITY CENTER RENTAL POLICY



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COMMUNITY CENTER RENTAL POLICY

The Kansas City Parks and Recreation Department Community Centers are City-owned and managed facilities. Community Center reservations are available to the public for activities and programs that meet the needs and interests of the community. The Department has established, where appropriate, rental fees and services based upon costs of maintenance, utilities, supervision and/or other direct costs. The rules and regulations herein have been developed to ensure that community centers are used in a responsible manner and that the public investment in these facilities is adequately safeguarded.

I. REQUESTING AND RESERVING USE OF COMMUNITY CENTERS

Reservations for use of a community center shall be made in writing on the Facility Use Agreement provided by the Parks and Recreation Department Community Center Directors. **The event time for facilities may not go past 10:00 p.m. (Sunday – Thursday) or 11:00 p.m. (Friday and Saturday) with clean up time not to exceed 10:30 p.m. and 11:30 p.m., respectively.** (Note: Parks and Recreation reserves the right to conduct department-sponsored events as needed.)

- A. Telephone inquiries are not binding and do not constitute a reservation.
- B. A reservation will be considered firm only when a Facility Use Agreement has been signed and approved by the manager of each facility or his/her designee, all fees have been paid in full and all permits and other required documents have been submitted no later than *ten (10) days prior* to the event. Reservations may be made up to six (6) months in advance of the event.
- C. Cancellation of a rental or changing a confirmed date may result in loss of the deposit. Cancellation seven (7) days or less prior to an event will result in the loss of any rental fees paid in addition to the deposit.
- D. All applications for after-hours rentals are subject to the initial approval of the community center director, who shall have the right to deny service to any applicant based on provisions established in this set of rules and regulations.
- E. Final approval for all after-hours rentals will be provided through the central administrative offices of Parks and Recreation.

II. COMMUNITY CENTER RESERVATION GUIDELINES

- A. **Staff will not permit individuals into the reserved facility until the Permit Holder or designee is present. Individuals will not be permitted into facility before the specified event start time. Staff will allow items to be dropped off and stored in the kitchen if space is available.**
- B. Community center personnel shall reserve the right to assign or reassign meeting rooms, as it deems appropriate based on the nature of the event, estimated number of participants, continued cancellations by a group, etc.
- C. Reservations will be revoked, at any time, when a violation of the approved rules and regulations has occurred and will result in cancellation of the event and/or loss of deposit.
- D. City equipment shall not be removed from the community center.
- E. Use of tobacco products and alcohol are prohibited inside all community centers.
- F. Propane is ***NOT*** allowed inside a community center. Any use of barbecues or propane in an outside area of a community center requires prior approval by the Parks and Recreation Department and must be done in an approved location.

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- G.** Decorations require **prior approval** by community center personnel. No signs or decorations will be nailed or permanently affixed to facility walls, ceilings, windows or drapes. Decorations must be rated “fireproof.” No glitter, rice, birdseed or other similar items will be allowed to be thrown in or around the facility.
- H.** No open flame candles are allowed inside a community center. **No smoke or bubble machines are allowed.** If smoke alarms are activated due to the unauthorized use of such items, which result in the call out of the Kansas City Fire Department, applicant will be responsible for all charges incurred by the Fire Department and the Kansas City Parks and Recreation Department.
- I.** DJ's or bands are permitted at the event; however, **all music must conclude at least thirty- (30) minutes prior to the end of the event.**
- J.** The rental ending time means the community center must be empty of all guests and event staff. The clean up time means all decorations, food, etc., must be removed and the facility cleaned according to the checklist provided to the renter. Park and Recreation staff will conduct a walkthrough with the renter both prior to and after the event noting the items on the checklist. Community center staff will provide trash bags and cleaning supplies for your use when cleaning the facility. Community center staff will take down the tables and chairs. **If event/cleanup time exceeds the event end time, the group/individual will be charged the hourly overtime rate.**
- K.** Under ***NO*** circumstances are tips or gratuities of any kind allowed to be offered to facility/City staff. Facility/City staff are ***NOT*** allowed to accept any form of tips or gratuities in lieu of allowing an event to run longer than scheduled.
- L.** City staff is responsible for, and has authority over, the community center, equipment, and activities. Staff shall have the authority to request changes in activities or cessation of activities for public safety and well-being. Applicants must comply with instructions, requests, all policies, and rules and regulations. Failure to comply with a staff request will result in the cancellation of the event, and loss of all fees and deposits paid.
 - 1.** City staff will not sign for any items that have been rented. All rented items (dance floors, lights, etc.) will need to be delivered during the set up time and picked up during the clean up time. If items are delivered before or picked up after the rental times, the applicant will be charged the regular hourly rate.
- M.** All established fees have been reviewed and approved by Board of Parks and Recreation Commissioners and can be obtained from each community center director. Any exceptions or special requests not covered by this policy must be submitted in writing and shall be reviewed by the Parks and Recreation Department. Approval is required by the Department Director and/or his/her designee for waiving of deposits and fees for non-City uses.
- N.** Failure to comply with any of these rules and regulations will result in the cancellation of the event, and loss of all fees and deposits paid.
- O.** Any willful, malicious damage to a community center or City property shall be prosecuted to the full extent of the law and may result in civil action to recover the cost.

III. REASONS FOR DENYING A REQUEST OR CANCELING AN EVENT

The Parks and Recreation Department may deny an applicant the privilege of using a community center, even if available, and/or cancel an event for any of the following reasons:

- A.** Violation of the rules and regulations.

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- B. Failure to cooperate with City staff.
- C. Previous incidents wherein use of a community center resulted in damage, or misuse of facilities or equipment.
- D. Use of room would interfere with other activities at the community center (loud music, etc.).
- E. Misrepresentation of an event.
- F. Failure to provide all the necessary documentation as requested per the Facility Use Agreement, or staff no later than, **ten (10) days prior** to the event date.
- G. If full payment is not received at least **ten (10) days prior** to the event date.
- H. Any action which may result in harm and/or damage to attendees, participants, City personnel, security personnel, or where the public is in danger or harm.
- I. Applicant, participants, and visitors causing damage to City or non-City property.
- J. Improperly supervising or monitoring children, attendees, and visitors.
- K. Selling/dispensing any food without proper permits, licenses, and/or a facility with concessions agreement, if applicable.
- L. Any acts by the renter that the Parks and Recreation Department deems as a public safety issue or health risk.

IV. PAYMENT OF FEES AND DEPOSITS

- A. Reservations are not final until the Facility Use Agreement has been signed and approved by the community center director or his/her designee, all fees have been paid in full and all permits and other required documents have been submitted. User groups will be notified if the Facility Use Agreement has not been approved.
- B. Full payment is due no later than **ten (10) days prior** to the date of the event.
- C. Cancellation of a rental or changing a confirmed date will result in loss of the deposit. Cancellation seven (7) days or less prior to an event will result in the loss of any rental fees paid in addition to the deposit.
- D. The Parks and Recreation Department reserves the right to require community center security and damage deposit for all parties and large events. Full payment of the deposit is due at the time the Facility Use Agreement is signed.

V. INSURANCE REQUIREMENTS

In some cases, the applicant shall provide and maintain general liability insurance in accordance with the department's "*Special Event, Organized Activity & Facility Use Liability Insurance Requirements*" policy. This policy must be reviewed by the community center director for each activity/event to determine the need for liability insurance. Insurance requirements for community center rentals are summarized in appendix B of this policy. The "Insurance Checklist" and "Hold Harmless Agreement" must be attached to

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each Facility Use Agreement. If insurance is required, proof of insurance or an insurance waiver signed by the Director or Deputy Director must also be attached to the Facility Use Agreement.

VI. EQUIPMENT AND SERVICES

A limited number of tables and chairs may be provided, and will be set up and taken down by facility staff. Set up diagrams must be submitted at least one (1) week prior to the event. Unless otherwise agreed, tables and chairs are not to be taken outside by the renting party

A community center employee(s) will be on duty during the entire event, and will open the facility and provide information and direction. Employees are there to help you hold a successful event. Community center employees are authorized to enforce all facility use rules and regulations.

VII. PUBLICITY FOR RENTAL EVENTS

No publicity of any meeting or event held at a Parks and Recreation Department facility may be released until a Facility Use Agreement is signed and the required deposit is received by community center personnel.

VIII. FACILITY USE AGREEMENT PROCEDURE

Facility Use Agreement applications can be obtained at each community center. If the date of the event is available, a Facility Use Agreement will be executed upon receipt of the facility deposit and associated fees. No Facility Use Agreement will be considered final until the application has been signed and approved by the community center director or his/her designee, all fees have been paid in full and all permits and other required documents have been submitted. Applicants will be responsible to supply information including, but not limited to:

1. Complete contact information of renter/applicant
2. Type of event
3. Number of persons expected to attend the event
4. Room setup sheet
5. Security Plan if required by the Parks and Recreation Department.

All fees, the room setup sheet, permits, and security plan are due no later than **ten (10) days prior** to the event date. Rental fees include a City staff person to open and close the building and to provide facility assistance.

IX. CLEANING THE FACILITY

General cleanup is the applicant's responsibility. The applicant shall make sure all decorations, food, gifts, and rental equipment are removed from the community center at the end of the event. Applicant shall make sure the facility is clean before leaving the event.

Trash must be put in the proper receptacles and the room must be returned to an "as found" condition. The community center, parking lot, grounds and equipment shall be left in the same condition as they were prior to the event.

X. SECURITY GUIDELINES

Security may be required for certain types of events held at all community centers. Each renting party will be notified if their event requires security and the number of uniformed officers needed.

XI. ADDITIONAL REQUIREMENTS

- A.** All organizations utilizing space in the Parks and Recreation Department facilities must comply with all local, state, and federal laws. This includes necessary licenses, insurance, sales tax permits, workers compensation, and other laws pertaining to the particular organization.
- B.** No organization may use a Kansas City Parks and Recreation Department address as a mailing address.
- C.** Telephones in the City-owned facilities and community centers are for City business use only.
- D.** No organization may use the common areas, parking lots, or grounds of the community center for solicitations, sales, or any other type of transaction. Common areas are defined as those areas not available on a rental basis, including, but not limited to, the lobby and office area unless otherwise approved by the facility manager or his/her designee.
- E.** Storage of property of any organization using the center is prohibited.
- F.** Publicity for organizations using the community center is permitted within the facility on a limited basis. Flyers and brochures will be distributed subject to space available, and must be approved and posted by the center director. All publicity will have a two (2) week shelf life. After the two-week limit, the material will be disposed of.
- G.** Rental of community center space does not convey any sanction of an organization's philosophy or practices by the Parks and Recreation Department. No organization may state, or infer, any official sanction by the department unless so requested by the Parks and Recreation Department.
- H.** No organization, business, club, or group will infer, or intentionally convey to the public the City's support, endorsement, or recommendation of their product, advice and/or philosophy without official sanction by the City. The only exception to this will be City of Kansas City sponsored events.
- I.** All organizations utilizing the community center must perform background checks on individuals who will be placed in positions of authority where children are the focus of the activity. The City may request a copy of the background checks if it is deemed necessary.

XII. COMMUNITY CENTER RENTAL LISTING/CONTACT INFORMATION

Tony Aguirre Community Center
2050 West Pennway
513-8530

Brush Creek Community Center
3801 E. Emanuel Cleaver II Blvd
513-0731

Garrison Community Center
E 5th St & Troost Ave
513-7720

Gregg/Klice Community Center
1600 John "Buck" O'Neil Way
513-0650

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Hillcrest Community Center
10401 Hillcrest Road
513-8560

Kansas City North Community Center
3930 N. Antioch Road
513-7740

Line Creek Community Center & Ice Arena
5940 NW Waukomis Drive
513-0760

Marlborough Community Center
8204 The Paseo
513-7800

Southeast Community Center
3601 E. 63rd
513-0630

Westport-Roanoke Community Center
3601 Roanoke Road
513-7660

APPENDIX A

FACILITY USE LIABILITY INSURANCE REQUIREMENTS

It is important that the City is adequately protected from loss while holding events or other organized activities on Park and Recreation Property. This is normally done by requiring the other party to carry a certain level of insurance to defend and indemnify the City from losses arising out of their activities or from their products. The following standards have been established to help provide direction and consistency for Parks and Recreation Divisions when certificates of insurance are being required or waived.

Note: Until the appropriate certificate of insurance is obtained or waived, the City should NOT execute any agreement, permit or contract.

Proof of coverage will include naming the City of Kansas City, Missouri, as an additional insured. The amount and type of insurance coverage varies, although \$1 million is a typical level. If your event does not require insurance, a hold harmless agreement will be required (Attachment B).

If it is determined that insurance is required per Attachment A, the level of insurance is as follows, when applicable:

- A. Applicant shall procure and maintain in effect throughout the duration of the Facility Use Agreement, insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of the Facility Use Agreement, applicant shall supply such insurance. Policies containing a Self-Insured Retention will be unacceptable to City.
 - 1. Commercial General Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate, written on an “occurrence” basis. The policy shall be written or endorsed to include the following provisions:
 - a. Severability of Interests Coverage applying to Additional Insureds
 - b. Contractual Liability
 - c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$1,000,000.
 - d. No Contractual Liability Limitation Endorsement
 - e. Additional Insured Endorsement, ISO form CG20 10, current edition, or its equivalent.
 - 2. Workers’ Compensation Insurance as required by statute, including Employers Liability with limits of:

Workers’ Compensation:	Statutory
Employers Liability:	\$100,000 accident
with limits of:	\$500,000 disease-policy limit
	\$100,000 disease-each employee
 - 3. Commercial Automobile Liability Insurance with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. Coverage provided shall be on an “any auto” basis and written on an “occurrence” basis. This insurance will be written on a Commercial Business Auto form, or an acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Facility Use Agreement, by Applicant.
 - 4. If applicable, Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.
- B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to City, ten (10) days in the event of nonpayment of premium. The Commercial General and Automobile Liability Insurance specified above shall provide that City and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the

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services performed under this policy. Event/Activity organizer shall provide to City a certificate of insurance showing all required endorsements and additional insureds.

- C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.
- D. Regardless of any approval by City, it is the responsibility of event/activity organizer to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event/activity organizer's failure to maintain the required insurance in effect, City may order event/activity organizer to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach as provided by law.

If it is determined that insurance is not required, the requirements for an applicant is as follows:

If it is determined that insurance is not required, the sponsoring organization is responsible for any losses which may occur as a result of their activity. Further, they are required to sign a **Hold Harmless Indemnification Agreement** (Attachment B as an example) and are encouraged to carry adequate insurance to protect them.

An organization that uses our community centers must insure that background checks have been conducted with those individuals who will be interacting with youth per Board Resolution #28313.

ATTACHMENT A

INSURANCE COVERAGE CHECKLIST

The following is a list of potential areas of risk that require a certificate of insurance and should be asked of each potential event and/or activity organizer in order to adequately address the risk factors and to help Parks and Recreation staff make consistent, fair decisions when requiring insurance. Staff should decide based on answers and using the viewpoint of a reasonable person whether to require insurance for park property rental and organized activities.

ACTIVITIES THAT REQUIRE INSURANCE (check all that apply)

- More than 250 people in attendance
- An admission fee is charged for event activity
- The sale or distribution of concessions, including the sale of food and beverage to the general public
- Carnival or amusement rides or inflatables will be part of the event activity
- Any type of athletic activity or sports event
- The activity or event involves transportation and installation of heavy equipment, or the installation of a stage or other temporary structures
- Security issues with the event and/or activity, such the exchange of money or valuable equipment
- The use of combustible equipment
- Animals involved such as petting zoo or pony rides

EVENT/LOCATION: _____	EVENT DATE: _____
Parks and Recreation Employee: _____	
Signature: _____	Date: _____

ATTACHMENT B

HOLD HARMLESS AGREEMENT

IN CONSIDERATION OF BEING PERMITTED TO PRODUCE THIS SPECIAL EVENT OR ACTIVITY OR USE OF ANY CITY PROPERTY OR FACILITIES IN CONNECTION WITH THIS ACTIVITY, THE UNDERSIGNED APPLICANT (“INDEMNITOR”) AGREES TO THE FOLLOWING:

1. THE INDEMNITOR HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS the City from any and all liability, claims, demands, causes of action, charges, expenses, and attorney fees (including attorney fees to establish the City’s right to indemnity or incurred on appeal) resulting from involvement in this event whether caused by any negligent act or omission of the City or otherwise. This agreement shall not apply to any liability resulting from the sole negligence of the City.
2. The INDEMNITOR agrees to reimburse the City for any loss, theft of, or damage to City property, equipment and/or facilities.
3. The INDEMNITOR agrees to comply with all applicable laws, statutes, ordinances, rules and requirements including, but not limited to, not admitting more attendees than designated by the Kansas City Fire Department as safe for the particular event or facility.
4. The INDEMNITOR expressly agrees that this release and hold harmless agreement is intended to be as broad and inclusive as permitted by Missouri law and that if any portion thereof is held invalid, notwithstanding, the balance shall continue in full legal force and effect.

Falsification and/or misrepresentation in signing this agreement may result in rate adjustment or event cancellation. I UNDERSTAND THAT CHANGES TO THE EVENT ACTIVITY REQUIRE IMMEDIATE NOTIFICATION TO CITY EVENT/ACTIVITY COORDINATOR.

I, the undersigned representative, am duly authorized by the event organization/business to submit this application on its behalf.

EVENT/LOCATION: _____

APPLICANT: _____
PRINT NAME **AUTHORIZED AGENT FOR**

SIGNATURE OF APPLICANT: _____
SIGN NAME **DATE**

APPROVAL, DENIAL OR INCLUSION OF RESTRICTIONS OR SPECIAL CONDITIONS OF USE AGREEMENT IS AT THE SOLE DISCRETION OF MANAGEMENT. All applications must be reviewed and approved before an agreement can be issued.

FOR OFFICE USE ONLY:

Parks and Recreation Employee: _____

Signature: _____ Date: _____

**ATTACHMENT C
INSURANCE WAIVER REQUEST EXAMPLE**

Inter-Departmental Communication

DATE: Current Date
TO: Director or Deputy Director
FROM: Staff Member Requesting Insurance Waiver
SUBJECT: Waiver of Insurance Provisions – “Contractor or Event Organizer”

This is not a contract for construction or architectural and engineering consulting services.

Before the contract negotiations, I reviewed the standard conditions and the insurance coverage generally required included:

- | | |
|-------------------------------------------------|----------------------------------------------------|
| <input type="checkbox"/> Professional Liability | <input type="checkbox"/> General Liability |
| <input type="checkbox"/> Worker’s Compensation | <input type="checkbox"/> Commercial Auto Insurance |
| <input type="checkbox"/> Other: _____ | |

The contractor was unable to secure sufficient coverage in the following areas:

- | | |
|-----------------------------------------------------------|------------------------------------------------------|
| <input type="checkbox"/> Professional Liability | <input type="checkbox"/> General Liability |
| <input type="checkbox"/> Worker’s Compensation | <input type="checkbox"/> Commercial Auto Insurance |
| <input type="checkbox"/> City Named as Additional Insured | <input type="checkbox"/> Cancellation Clause Wording |
| <input type="checkbox"/> Other: _____ | |

The contract is for: _____
(Organized Activity/Event and Date Held)

After assessing risk factors, and recognizing that the lack of insurance coverage may expose the City of Kansas City, Missouri and the Board of Parks and Recreation Commissioners to additional legal liability for losses, I recommend the above noted insurance requirements be waived.

Staff Member Requesting Waiver Date

Director/Deputy Director Date Approved Denied