



Lenexa Justice Center Facility User Agreement

This Facility User Agreement ("Agreement") shall govern the use of the Facility. For the purposes of this Agreement, the individual above shall hereinafter be referred to as the "User."

Reservation Requirements

1. Set-up, Take Down, and Clean Up: User understands the Facility will not be available prior to the reservation start time. All set-up (e.g., decorating, vendor deliveries and set-up, etc.), take down (e.g., decoration removal, vendor pick-up, etc.), and clean up must be completed between the start and end times of the reservation period. The City of Lenexa Police Department is responsible for the set-up and take-down of tables and chairs before and after your event. User is responsible for setup changes during an event. User shall not leave items at the Facility before or after the Facility Reservation Period. It is the responsibility of the User to allow sufficient time during the Facility Reservation Period to return the Facility to the same or similar condition as existed at the start time of the Facility Reservation Period. The City of Lenexa Police Department may require the User to start take-down and clean-up at least one (1) hour prior to the end of the Facility Reservation Period if the City of Lenexa Police Department determines, in its sole discretion, that take-down and clean-up must be started earlier due to the size of the event, set-up requirements, or other special circumstances.

2. Prohibited Items: The following items are **prohibited inside and outside** on City property:

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| a. Any adhesive materials (e.g., tape, glue, Command Strips, etc.); | k. Open-flamed devices (including, but not limited to, fire pits, tabletop bonfires (s'mores), sparklers, flambé, paper lanterns, candelabras, etc.); |
| b. Bubbles (safety issue when they accumulate on the brick or smooth surface; they stain surfaces); | l. Push Pins; |
| c. Cellophane; | m. Rice; |
| d. Confetti; | n. Screws; |
| e. Fiberoptics; | o. Sillystring; |
| f. Fireworks / pyrotechnics; | p. Smoke machines; |
| g. Glitter; | q. Staples; |
| h. Nails; | r. Rose petals; |
| i. Birdseed; | s. Piñatas. |
| j. Wax candles; | |

3. Permitted Items: The following items are allowed, subject to any restrictions as provided herein:

- a. Balloons: tied with string, twine, or rope; *must be popped inside a garbage bag*.
- b. Decorative lights attached with zip ties, pipe cleaners, string, twine, or rope.
- c. Table skirts fastened with clips (NO adhesives)

4. Number of Attendees:

- a. **Estimated Attendance:** User certifies the estimated number of attendees identified above is true and accurate. User shall not admit into the Facility more persons than the above estimated number of attendees.

- b. **Maximum Occupancy Load:** User shall not allow the number of attendees to exceed the maximum occupancy load of the Facility as required by the City of Lenexa Building Code to ensure the safety of those present. If the number of attendees exceeds the estimated number identified above or the maximum occupancy load of the Facility, attendees shall be turned away or the City may immediately end the event.
- 5. **Supervision of Minors:** During the entire Reservation Period, User is required to have at least one (1) adult for every eight (8) minors (ages 17 and under) present. The adults at the event shall supervise the minors and shall not allow minors in attendance to enter rooms unsupervised, run or play in the halls, on the stairs, in the restrooms, or in the elevator at any time.
- 6. **Smoking:** User shall not use or allow the use of any vapor product, excluding medical devices for medical use, or possession of a lighted cigarette, cigar, pipe or hookah ("Smoking") inside the Facility. Smoking is permitted at least 20 feet outside of any doorway, open window or air intake of the building, structure or other facility unless otherwise posted. Violation of this provision may result in immediate termination of the reservation and could result in forfeiture of the Deposit.
- 7. **Right of Entry, Control, and Removal:** The City reserves the right to enter the Facility at any time during the Facility Reservation Period. City Staff or Volunteers will be entering the Facility at various times during the Reservation Period to, among other things, check on trash, equipment, and the overall condition of the Facility. The City further reserves the right to control and manage the Facility and may evict the User or the attendees during the Reservation Period if their conduct is in violation of Facility User Agreement.
- 8. **Termination for Violation of Rules, Ordinances, or Laws:** User understands that the reservation may be terminated by the City for any of the following:
 - a. Any violation of city, county, state or federal law;
 - b. Any violation of this Agreement or the rules, regulations, or policies governing facility use; or
 - c. Failure to comply with any lawful verbal instruction of Lenexa Police Department Staff or Volunteers on or before the day of the event.
- 9. **Facility Cleaning Requirements:** During the reservation period, User shall maintain the Facility in a neat and orderly fashion by, but not limited to, disposing of trash in designated receptacles. Prior to the end of the Reservation Period, the User shall clean the Facility to the condition existed prior to the start of the Reservation Period, including, but not limited to, the following:
 - a. Remove all decorations and personal belongings.
 - b. Pick up and dispose of all loose trash from tables and counters inside and outside the facility.
 - c. Thoroughly clean the kitchen by wiping down the inside and outside of all appliances, including, but not limited to, refrigerators, coolers, and coffee urns, removing or otherwise discarding leftover food and drink, and cleaning the counter tops.
- 10. **Lost or damaged items:** The City is not responsible for lost or stolen property of the User or event attendees.
- 11. **Acknowledgement of Responsibility:** The above-named User, as the individual requesting this reservation, is voluntarily consenting to assume the responsibility, including, but not limited to, financial responsibility, for any and all damage or loss that may occur to the Facility or its contents during the reservation. The User, or the Day of Event Contact identified below (if different from User), shall be personally present during the entire course of the Reservation Period.

12. Advertising and Use of the City's Name: Promotional material must state that the City of Lenexa Police Department is not affiliated with User, the Organization represented by the User, or the event itself. User shall not use the City of Lenexa Police Department name nor use its logo to promote or advertise the event without prior written permission of the City of Lenexa Police Department.

13. Failure to Vacate: The User acknowledges and agrees that other reservations may precede or follow the Users event and that City Staff and Volunteers are scheduled around the reservation period and as such, time is of the essence of this Agreement. The User and all guests shall vacate the Facility no later than the end time of the reservation period. The City of Lenexa Police Department may require the User to start take-down and clean-up at least one (1) hour prior to the end of the Reservation Period if the City of Lenexa Police Department determines, in its sole discretion, that take-down and clean-up must be started earlier due to the size of the event, set-up requirements, or other special circumstances. If the User fails to vacate the facility at the conclusion of the Reservation Period, the User may be unable to reserve the facility for future events.

Cancellation

1. **Cancellation by User:** Cancellation of the reservation can be made in writing sent via e-mail to dchavez@lenexa.com or by telephone at 913-825-8040.
2. **Cancellation by City:** The City will utilize its best efforts to make the Facility available on the reservation date. However, the City reserves the right to cancel and/or relocate the Users reservation at any time if (i) the City determines the Facility is required for City-sponsored meetings, activities, or other uses, including, but not limited to, emergency situations, or (ii) the City is otherwise unable to provide the facility on the reservation date as a result of any legitimate condition beyond the control of the City.

3. **Release, Hold Harmless, and Indemnification**

For the purposes of this Agreement and as a specific element of consideration, the above-named User, its children, heirs, successors, and assigns, hereby agree to release, indemnify, and hold harmless the City of Lenexa, its officials, officers, employees, agents, and volunteers from and against any and all claims, losses, damages, liabilities, costs, and expenses, including, but not limited to reasonable attorney's fees or consequential damages, alleged, caused, or incurred arising out of (1) the use of the facility/facilities or (2) the City's failure to provide the Facility, including, but not limited to mechanical failure of the Facility's systems or equipment, fire, weather, war, states of emergency, labor strikes, failure of utilities, or of Acts of God. However, User's obligation shall not include damage amounts solely attributable to the gross negligence of the City. User further agrees to release the City from and for any liability resulting from any personal injury, accident, or illness (including death), and/or property loss, however caused, arising from, or in any way related to, this Agreement.

The User acknowledges and understands that this release, indemnity, and hold harmless includes claims either of a personal or property nature arising out of accidents, intentional or negligent torts, acts of God, attorney fees, loss of service claims, other expenses or claims based upon a subrogatable interest of an insurer.

Other Terms and Conditions:

1. **Entire Agreement/Amendments:** This Agreement constitutes the entire Agreement between the parties and supersedes all prior written or oral agreements on the same subject. This Agreement may not be modified or amended except in writing mutually agreed upon and signed by the parties.

2. **Assignment:** User shall not assign, subcontract, or transfer this Agreement or portion thereof without the written consent of the City. No subcontracts or other transfer of this Agreement shall release the User of its liability under this Agreement.
3. **Severability:** Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
4. **Disputes:** User agrees that disputes relative to this Agreement should first be addressed by negotiations between the parties. If direct negotiations fail to resolve the dispute, the party initiating the claim that is the basis for the dispute shall be free to take such steps as it deems necessary to protect its interests; provided, however, no dispute will be submitted to arbitration without the City's express written consent.
5. **Governing Law:** This Agreement is entered into, under and pursuant to, and is to be construed and enforceable solely in accordance with the laws of the State of Kansas. Parties consent to exclusive jurisdiction and venue of the state and federal courts in Johnson County, Kansas for all disputes arising out of or relating to this Agreement.

By signing this Agreement, I certify that I have read the agreement carefully, I understand all terms and conditions set-forth above, and therefore agree to all terms and conditions of this Agreement.

Signature

Print Name

Date

Contact Person During Reservation Period

Name: _____

Phone: _____