

# Highland Community Building

501 West Avenue

## Facility Use Application & Agreement

Name of Applicant-User/Organization (not less than 21 YOA): \_\_\_\_\_

Capacity (If Not Individual) \_\_\_\_\_

Name of Primary Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email Address (optional): \_\_\_\_\_

Phone: Work: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: \_\_\_\_\_

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Name of Alternate Contact Person: \_\_\_\_\_

Phone: Work: \_\_\_\_\_ Home: \_\_\_\_\_ Cell: \_\_\_\_\_

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Date(s) of Use: \_\_\_\_\_ Time of Use (including set-up/clean-up) From: \_\_\_\_\_ To: \_\_\_\_\_

\*Time Requested (hrs-min) for: Set-Up: \_\_\_\_\_ Event: \_\_\_\_\_ Clean-Up: \_\_\_\_\_

\*Normal hours of availability are 6:00 am – 10:00 pm, Sun-Thurs, and 6:00 am – Midnight, Fri-Sat.

Nature of Activity: \_\_\_\_\_

Estimated Number of Attendees (including performers, staff, etc.): \*\*Youth (17 & under): \_\_\_\_\_ Adults: \_\_\_\_\_

Capacity is 300 persons. \*\* 1 chaperone (21 years of age or older) required per 10 youth. Please provide list of chaperones.

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Check the appropriate box:

Is applicant a Doniphan County Fire Dist #2 resident or organization located therein?  Yes  No

Is applicant/organization a non-profit organization?  Yes  No

Is the event a fundraiser? If so, for what cause? \_\_\_\_\_  Yes  No

Is there an admission/registration fee for the event?  Yes  No

Is the event open to the public?  Yes  No

Will you use the kitchen facility?  Yes  No

Will you use the appliances?  Yes  No

Will event be catered?  Yes  No

If so, by whom? (Name, address, phone number) \_\_\_\_\_

Will food/beverage be served?  Yes  No

Will you have food/beverages or merchandise for sale?  Yes  No

Will cereal malt beverage or alcoholic liquor be consumed? (City permit required)  Yes  No

Will user/event sponsor be providing cereal malt beverage or alcoholic liquor?  Yes  No

If so, please list type & manner of alcohol to be provided and/or consumed: \_\_\_\_\_

*Please note that all state laws and city ordinances relating to alcohol possession or consumption must otherwise be complied with. No person under 21 years of age is allowed to possess or consume any form of alcohol on the premises. No one is allowed to consume, or possess in an open container, any form of alcohol outside of the community building. Violation by user/applicant or guests or invitees of such ordinances, or laws or the terms of any permit may result in a forfeiture of part or all of the deposit herein in the sole discretion of City.*

Will you use City-owned tables/chairs?  Yes  No

If so, how many? (user is responsible for setup & take down) Tables \_\_\_\_\_ Chairs \_\_\_\_\_

Will you bring in/set up other equipment, decorations, etc.?  Yes  No

If so, please give a brief description: \_\_\_\_\_

Schedule of User Fees and Expenses

Damage/Cleaning/Reservation Deposit	\$250	All users (unless waived)
Facility Use Fee ***daily rate (4 to 18 hours)	\$100	Individuals, private groups & businesses
“ “ “ “	\$50	Non-profit organizations & charitable fundraisers located within Don Co Fire Dist #2
“	\$25	Up to 2 hours-weekdays M-F before 5:00 pm
“	\$50	Up to 4 hours-weekdays M-F before 5:00 pm
Alcohol permit fee – per day	\$50	

*Usage fees for all other users (those not within Don Co Fire Dist #2) are double the amounts listed above.*

*{Circle applicable user charges above and enter amount of total payment here \$\_\_\_\_\_}*

Cleaning fee	\$20/person/hr	Hourly charge for any required cleaning, plus expenses.
Damages	Actual	Applicant/user is responsible for all damages to facility.
Penalty Rate – per hour	\$25	Assessed for failure to vacate facility at agreed time in discretion of City.

All fees and deposits are due at the time of submission of this application, and should be made payable to the *City of Highland Community Building*. Nothing herein shall prevent City from making alternative uses and charges for use of the community building, including arranging for special events, with individual stalls or booths therein, for which separate charges are incurred.

\*\*\*Daily rate applies up to 18 hours within any one calendar day, with said period to extend into the next day to allow for cleanup, within discretion of City, subject to availability.

City Contact Information

Facility Manager      Robert Powell      email: cyberlinebob@hotmail.com  
Work: 785-442-3838  
Cell: 785-741-5002

City Hall      785-442-3765

City Police      785-442-3212

Doniphan County Sheriff      785-985-3711

Emergencies      911

## Terms and Conditions of Use

Applicant-user (herein “user) and the City of Highland (herein “City”) do hereby agree that the use of the described community building facility (herein “facility”) by user shall be in accordance with, and limited to, that described hereinabove, which shall constitute a part and parcel of this user-license agreement and which shall be subject to the following additional terms and conditions:

- **Facility** – The facility that is the subject of this usage-license agreement is the community building portion of the structure located at 501 West Avenue in the City of Highland, Kansas, consisting of a large community room, a smaller meeting room, bathrooms and kitchen, and including the contiguous parking lot and green space. User shall be provided the exclusive use of that portion of the facility that is contemplated in the application during the allotted time period. It does not include that portion reserved for the exclusive use of Doniphan County Fire District #2. Access to the facility and lock-up shall be conducted by the facility manager – no key will be provided. User must insure that a responsible person remains on the premises during the entire period of use unless other arrangements are made.
- **Payments** - The damage/cleaning/reservation deposit and all user fees are to be paid with this application-agreement. All other applicable fees or expenses for cleaning, damages and/or penalties shall be determined by City within a reasonable time of termination of use and shall be due and payable upon receipt by user/applicant.
- **Decorations** - Decorations require prior approval by the facility manager. No signs or decorations will be nailed or affixed to the community building walls, ceiling, windows or drapes. Decorations must be flame-retardant. No glitter, rice, birdseed or other similar items will be allowed to be thrown in or around the facility.
- **Cleanup** – Any portion of the facility which is used by user, his guests or invitees, including, but not limited to, the community room, kitchen, bathrooms, parking lot, grounds and equipment, shall be thoroughly cleaned and left in the same condition as they were prior to use. Adequacy of cleanup shall be confirmed in accordance with the attached Condition Checklist, which is incorporated herein. Trash must be bagged, put in the proper receptacles and then placed in any dumpster provided.
- **Prohibited Uses** –
  1. No smoking is allowed in the community building.
  2. No inherently dangerous or hazardous materials are allowed on the premises.
  3. No smoke or bubble machines are allowed. No open flame (unenclosed) or unstable candles are allowed inside the Community Building. If usage results in the call out of the fire department, user will be responsible for all charges incurred by the fire department and the City.
  4. User, guests and invitees will not be allowed to create any condition of greater than ordinary risk of injury to persons or property.
  5. No portions of the driveways, hallways, entryways or public access shall be obstructed.
  6. Music, DJ’s and bands are permitted inside the facility only, unless special permission is granted, and all music is subject to city noise ordinances and must conclude at least thirty (30) minutes prior to the end of the event.
  7. Any such use shall be in accordance with local, state and federal laws and such additional rules and regulations adopted by City that may be in effect from time to time and which are incorporated herein.

- **Alcohol** – It is understood that cereal malt beverage, alcoholic liquor and any other form of alcohol cannot be brought into, served, consumed or possessed upon the premises except in accordance with the terms and conditions of any City permit to do so and the laws of City and the State of Kansas. *If an alcohol permit is issued, please carefully review allowed and prohibited uses referenced therein.*
- **Right to Enter** – It is understood that City, its agents, representatives and officers, including any law enforcement officer, shall have the right to enter the premises, at any time, to inspect the usage and condition of the property and/or to insure that the terms and conditions of this agreement are complied with by user and any guests, invitees or other persons present. User shall immediately contact City in the event any person causes damage to the premises or is engaging in conduct that places persons or property at risk or is otherwise unlawful. User shall immediately report any violation of law occurring upon the premises to the City police department and/or the Doniphan County Sheriff's department. It is understood that City can remove anyone from the premises that is causing a disturbance, creating risk of harm to persons or property, violating the laws of the city, State of Kansas or United States or is otherwise violating the rules of the facility.
- **Property of User** – User is responsible for all items of property brought into the facility in connection with such use and City shall not be responsible for damage to or loss of such items. City staff will not sign for any items that have been rented or delivered for use by the user. All such items (dance floors, lights, sound or stage equipment, etc.) are subject to prior approval of the facility manager and must be delivered during the set up time, and picked up during the clean up time, unless other arrangements are made and may be subject to the regular additional hourly rate.
- **Insurance** - The City may require user to be covered by insurance. If required, a Certificate of Insurance must be filed with the City prior to the use of the facility. The user shall provide a Certificate of Insurance evidencing general liability insurance is currently in force with limits no less than \$\_\_\_\_\_ per occurrence. The Certificate of Insurance must provide that City will be given at least ten (10) days advance written notice in the event of cancellation or material change in coverage. Additionally, user shall provide an endorsement naming City, its officers, officials, employees, and volunteers as additional insured.
- **Condition of Premises** – User has examined the premises prior to executing this agreement, and will re-examine the premises prior to use, to insure the satisfactory condition thereof and that the premises are in a safe, clean and healthful condition. Further, user and City shall conduct an inspection and walk-through of the premises and all facilities, which shall be documented in accordance with the checklist attached hereto and which is incorporated herein and made a part hereof. City does not warrant or represent that the facility is especially designed or suited for the particular use of user.
- **Deposit/Damages** – The required deposit is \$250 for all users, unless waived in whole or in part, in the sole discretion of City. The deposit required herein is to be used to help offset losses to City resulting from damages to the premises from the user's use, from any required cleanup and from lost user fees. City may commingle such deposit with other funds and may deduct from such deposit any of such amounts as may be required to make it whole. In the event such deposit is insufficient to cover any or all of such items, user shall be responsible for the payment of any of such excess amounts, including any and all damages to the premises. Cancellation of or changing a confirmed date may result in loss of part or all of the deposit, in the sole discretion of the City of Highland, depending upon the timing of the cancellation and whether or not the facility can be rebooked. Any deposit remaining after being applied toward any additional expenses due City hereunder shall be determined and returned to applicant/user within a reasonable period of time not exceeding 5 days from termination of use.

- **Waiver and Indemnification** – User hereby waives and releases any and all claims, demands and causes of action which it might otherwise have against City in connection with such use. User hereby agrees to indemnify, defend and hold harmless City, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses that may arise during, or be caused in any way by, such occupancy or use of facilities; provided, however, user shall not be liable for any claims, damages, losses and expenses caused by the sole negligence or willful misconduct of City.
- **Termination** – User agrees to vacate the facility on or before the time stated herein. The user ending time means the facility must be empty of all guests. The cleanup time means all decorations, food, etc. must be removed and the facility completely cleaned. The cleanup time must start no later than 1 hour prior to the usage ending time. City may terminate such use, and request user and all guests and other occupants to vacate the premises, at any time such use extends beyond the agreed ending time or is in violation of the terms of this agreement. City may terminate this agreement in the event the facility is damaged or rendered unusable from any casualty or circumstance, in which case any damage deposit and usage fee shall be refunded.
- **No Discrimination** – Neither City nor user shall discriminate on the basis of race, gender, color, creed, religion or national origin in connection with the usage of this facility.
- **Authority and Understanding/Binding** – User hereby states and warrants that he has thoroughly read and understands the provisions of this agreement and that he is legally competent to enter into the same. Any user executing this agreement on behalf of any group, organization, corporation or business enterprise states and warrants that he is fully authorized to do so and that the terms and provisions hereof are binding upon the user and any such group, organization, corporation or business enterprise. No assignment of this user-license agreement is permissible.
- **Entire Understanding** – The making, execution and delivery of this agreement by user-licensee has been induced by no representations, statements, warranties or agreements other than those herein expressed. This agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

*The undersigned user has read and understands the terms and conditions outlined above and agrees to the same.*

**Applicant-user:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Signature*

*This application is hereby approved subject to payment of applicable fees:*

**Facility Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Signature*

*Original of this Facility Use Application & Agreement, Condition Checklist and Alcohol Permit, if applicable, are to be retained by facility manager. Copies to be provided to applicant-user and to the Highland City Clerk.*