

Naftzger Park Rental Application

601 E. Douglas



All public or private events held at Naftzger Park that meet one or more of the following criteria, must complete a Community Event application:

- Multiple Vendors onsite (Does Not Apply to Mobile Food Vendors)
- Street Closures
- Serving and/or Selling Alcohol
- Activities within the Park
- Attendance in Excess of 250 People at Any One Time

If you meet one of these criteria please fill out the [Community Event Application](#).

If you do not meet any of the previously listed criteria please continue on with the completion of this rental application.

*For all events held at Naftzger Park, The Wave, Inc. is our contracted vendor and has first right of refusal to provide alcohol and/or sound equipment. Please contact [The Wave](#) for bookings and questions.

For additional questions or to submit your Naftzger Park Rental Application please contact Kate Dawes at kdawes@wichita.gov or (316)268-4124.

Naftzger Park Rental Application

General Information

1. Event title: _____

Public Event Private Event

2. Event date(s): _____ Event time(s) _____

Outdoor entertainment may take place from 8 a.m. until 10:30 p.m. Sunday through Saturday

3. Estimated attendance: _____ Attendance in previous year: _____

4. Naftzger Park: 601 E Douglas _____

5. Event Facebook/webpage: _____

6. Event promoter: _____

7. Main contact name: _____

8. Promoter address: _____

9. Phone: _____ Mobile: _____

10. E-mail address: _____

The rental agreement for Naftzger Park must be filled out completely and accompanied with the damage deposit and all fees (made payable to the City of Wichita) in order to confirm your requested date(s) for usage.

11.

Payment of Naftzger Park rental deposit and fees are due to secure the date. All fees will be deposited the same business day. Fees and deposits will not be held.

Damage Deposit & Fees:

Damage Deposit:

Naftzger Park \$500.00 refundable damage/cleaning deposit – Private Events
 \$250.00 refundable damage/cleaning deposit – Public Events

Rental Fees:

Naftzger Park - Private \$1,500.00 – Full Day – 10 hours (park is closed to the public for a private event. Events must be over by 10:30 pm)
 \$750.00 – Half Day – 5 hours (park is closed to the public for a private event. Events must be over by 10:30 pm)

*Private events are closed to the public and are the responsibility of the permit holder to sign and notify the public that it is a closed event. This may include signs on site, fencing and notification in all advertising/marketing materials for the event. Fencing will need prior approval before the event. No in-ground stakes can be used to support fencing and/or signage. Only above ground support systems can be used.

Naftzger Park - Public \$1,000.00 – Full Day – 10 hours (Park is open to the public. Events must be over by 10:30 pm)
 \$500.00 – Half Day – 5 hours (Park is open to the public. Events must be over by 10:30 pm)

*Public events are open to the general public and not for the exclusive use of the permit holder.

Extra Fees:

Electrical Hookups 110 outlet/\$15.00 per day;
 220 outlet/ \$25 per day to be determined on as needed basis

Policies & Procedures

The following policies and procedures are for the use of Naftzger Park. It is the purpose of these policies and procedures to inform the permit holder of what is expected while occupying the Park.

Reservations, Deposits Cancellation

Upon time of reservation, the deposit and fees are due to secure the date. All fees will be deposited the same business day.

- The Facility Use Agreement is turned in with complete and accurate information and all fees and deposits are paid in full;
- All additional (if necessary) permits are acquired;
- The City has a Certificate of Insurance, as required by the City of Wichita.
- All deadlines for providing the above-listed items are met.

**At the conclusion and inspection of the permit holder's rental, a refund for the deposit will be issued contingent on any damages or cleaning that has to occur by city staff. These charges will be determined by an hourly rate of \$32 per man hour.

Cancellation

It is the policy of the City of Wichita, Parks and Recreation Department to make a full refund to participants who register for classes, camps, special events, programs, pools or facilities that are cancelled or closed by the Department or the City of Wichita.

Reservation Refund

Customer generated request to relinquish use of the facility.

- Reservation Refunds **requested 30 calendar days or greater** from the event date will receive a **100% refund less** a \$25 administrative fee.
- Reservation Refunds **requested 15-29 calendar days** from the event date will receive a **50% refund of total rental fees and loss of deposit.**
- Reservation Refunds **requested 14 calendar days or less will forfeit all rental and deposit fees.**

Reservation refunds will be processed in a timely manner following the event. It will be refunded back to the original method of payment.

- Credit Card refunded back to credit card
- Cash/Check refunded back as check

Insurance

It is the responsibility of the permit holder to procure and maintain at their expense commercial general liability insurance in the amount of \$500,000. The City of Wichita shall be named an additional insured. If for any reason the Permit holder fails to provide a Certificate of Insurance no

later than thirty (30) days prior to the event, the event may be cancelled. Additional insurance may be required depending on the type of event and at the discretion of the City of Wichita's Risk Management. Weddings, family reunions and other small events may have the insurance waived at the discretion of the Park and Recreation Director or his designee. The attached indemnity and hold harmless form must be filled out.

Personnel

It is the permit holder's responsibility to set-up, take down and clean up for rentals at Naftzger Park. The City will not provide any staff. The only exceptions are for specialized electrical hookups. The individuals must be City employees and an additional fee may be required.

Bands

The Wave, Inc has first right of refusal to provide sound equipment in the event that sound equipment is needed.

General Rules

1. No vehicles of any kind are allowed in the park. All loading/unloading of band equipment can be done by backing the vehicle up the southwest walk to the stage/pavilion area to unload. Once the equipment is unloaded the vehicle must be moved to the street.
2. It is the permit holder's responsibility to provide all necessary and/or desired equipment for the event, to include set up and tear down. Permit holder is also responsible for securing all equipment used at/for the event (i.e. chairs, tables, canopies (without stakes, etc.)).
3. It is the responsibility of the permit holder to leave Naftzger Park and the adjacent areas, in the same state of cleanliness or better than they were prior to the event. This includes removing all objects brought on site, as well as removing all trash and spills from the plaza area.
4. The food vendors secured by the permit holder for the event are required to clean up any grease stains in the area being used, as well as a three foot perimeter around their area to minimize damage to the concrete. If any excess follow-up cleaning is required, the Permit holder will be charged for the additional cleaning costs. Food and beverage vendors must also comply with rules and regulations set forth by the Sedgwick County Health Department and the Kansas Department of Health.
5. Any and all use of alcoholic beverages must be in strict accordance with the Alcoholic Beverage Code of the State of Kansas. The serving of alcohol at any party or event given in the honor of anyone under the age of 21 is prohibited.
6. Permit holder must have all necessary permits before and during the day of the event, such as, food and/or noise permits, tent inspections, and liquor licensing, if applicable.
7. It is recommended that the permit holder attend a planning meeting with the Cultural Arts Division (Century II) for any large scale event (i.e. concert, showcase, festival, etc.). To accompany the signed Facility Use Agreement, the permit holder must supply a complete list of any and all vendor(s) according to the Community Event application, including what they will be vending, as well as a valid mailing address, licensing, insurance and phone number.
8. Hours of Naftzger Park are listed on the Rental Application; Hours must include setup, teardown, and clean up time.
9. If a street closure is required, as part of your event, it is the permit holder's responsibility to fill out a Special Events Application in addition to Naftzger Park Rental Application and obtain approval, along with notifying the adjacent businesses that may be impacted as a result of the street closure.
10. Permit holder may be required to provide security if the Special Events Committee feels it is necessary for the safety of the public.
11. It is the responsibility of the permit holder to supervise the conduct of the hired and/or volunteer staff, vendors, and the event participants at Naftzger Park.
12. Permit holder must list all equipment and enclose a layout of the event along with the Naftzger Park Rental Application.
13. Permit holder is responsible for providing portable toilet units. Units must be placed in designate location.
14. Sound and Noise levels must be in accordance with the City of Wichita, Code of Ordinances.

15. Decorations are permitted as long as they are freestanding, able to be hand carried and may be set up and torn down during the allotted time. At no time are signs, banners, streamers or other hanging decorations to be placed hung or affixed to any area within Naftzger Park without prior written consent from the City of Wichita Park and Recreation Department.

Restrictions

- Only vehicles unloading sound equipment can be backed to the southwest corner of the stage and then must be moved out of the park. No vehicles are to stay in the park at any time during an event.
- No skate boarding.
- No equipment may be left at Naftzger Park beyond the "Term" of the Facility Permit.
- Absolutely no changes or alterations of any wall mounting, electrical, overhead cables, lighting and irrigation of any kind without prior approval of the Park Department/Public Works prior to the event taking place.
- Animals must be on a leash at all times and are prohibited in the fountain areas.

INDEMNITY AND HOLD HARMLESS AGREEMENT

By and between

CITY OF WICHITA, KANSAS

DEPARTMENT OF PARK AND RECREATION,

AND

Name:

_____ (hereafter "User")

Address:

Phone and Email:

Organization Type

(Individual, partnership, non-profit corporation, corporation, public entity)

In consideration of the use of _____ Park (hereafter "Permitted Premises" on the following date: _____,

User assumes all responsibility for any and all risks of damage or injury arising from or relating to the use of the Permitted Facilities and surrounding area. This Indemnity and Hold Harmless Agreement is given to the City of Wichita (hereafter "City") to protect the City and its elected and appointed officials, agents, employees, and volunteers from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the Permitted Premises.

User and City specifically agree as follows:

1. User hereby RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE City, its elected and appointed officials, agents, employees, and volunteers, from all liability to User, or to its representatives, agents, employees, patrons, guests, event participants or any other person involved in User's use of the Permitted Premises and its surrounding facilities, and/or to any heirs and assigns for any and all liability, loss, damage, claims or demands therefor on account of injury to person or property, including death, which injuries, damages, claims or deaths occur or are alleged to have occurred in relation to or as a result, direct or otherwise, from the use of the Permitted Premises by User.
2. User further agrees to INDEMNIFY, DEFEND AND HOLD HARMLESS the City of Wichita, its elected and appointed officials, agents, employees and volunteers from any and all loss, liability, suits, claims, causes of action, judgments, and costs (including, but not limited to, all

reasonable expenses of defense and related investigation), expenses, and damages that they may incur in relation to or as a result of a claim made by User or its representatives, agents, employees, patrons, guests, event participants or any other person involved in User's use of the Permitted Premises and its surrounding facilities, and/or to any heirs and assigns therefor on account of injury to person or property, including death, which injuries, damages, claims or deaths occur or are alleged to have occurred in relation to or as a result, direct or otherwise, from the use of the Permitted Premises by User.

3. User further assumes full responsibility for risk of bodily injury, death or property damage resulting from, arising from or relating to, directly or otherwise, User's use of Permitted Premises and agrees to pay City for any damages as a result of such use. User understands that the deposit paid by User shall be applied toward any amount due for excess cleaning and/or repair of damage.

4. User warrants that the individual who has signed this Agreement has the legal power, right, and authority make this Agreement and bind User to said Agreement.

5. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both User and City.

User Signature

Print Name and Title

Date

Received by Park and Recreation Dept. by _____

Liquor Liability. If User will be supplying alcoholic beverages, the general liability insurance shall include **host liquor liability coverage**. If User is using a caterer or other vendor to supply alcohol that vendor must have liquor liability coverage. If User intends to sell alcohol either the User or vendor providing the alcohol for sale must have a valid liquor sales license from both the State of Kansas and the City of Wichita as well as liquor liability insurance covering the sale of alcohol.