

RENTER INFORMATION

Permit Holder: _____ Permit Number: _____

Date of Event: _____ Type of Vendor Signing this Form: _____

Vendor Agreement

This agreement is between the Parks and Recreation Department of the City of Overland Park, Kansas and _____(herein referred to as "Vendor.") The purpose of this agreement is to set forth the conditions that need to be met in order for a vendor to provide services at the City of Overland Park Matt Ross Community Center (MRCC) and/or Tomahawk Ridge Community Center (TRCC). By signing this agreement and satisfying the conditions set forth herein, Vendor will be allowed to use the premises (as defined below).

VENDOR INFORMATION

I, as a vendor, plan to use MRCC/TRCC and agree to the following conditions. Initials: _____

- ◆ Vendor will have a written agreement for each event hosted at the MRCC/TRCC. Vendor must coordinate arrival times, departure times, other special access requirements, furniture outlay and any other special needs or requests with the client fourteen (14) days prior to every event hosted at the MRCC/TRCC.
- ◆ The Parks and Recreation Department and the Overland Park Police Department have the right to determine whether security will be required for events. If security is required, the client is responsible for the cost.
- ◆ Vendor shall be set up and ready for clients as mutually agreed upon by the vendor and client. Vendor shall provide enough staff to see that set up and take down service is timely and professional and Vendor shall not rely on MRCC/TRCC staff. Set up and take down times shall be included in the rental period by the client. The MRCC/TRCC staff will set up tables and chairs in rented spaces.
- ◆ All employees of Vendor shall conduct themselves in a professional manner. No alcohol may be consumed by Vendor's employees while on duty. Vendor will be responsible for leaving MRCC/TRCC in the same condition it was in when Vendor arrived.
- ◆ The Vendor shall indemnify, release, defend, and forever hold harmless the City of Overland Park, their respective officers, agents, employees, elected officials, and attorneys, each in their official and individual capacities, from and against all lawsuits, actions, costs, claims, demands, damages, disability, losses, expenses, including reasonable attorney's fees and other defense costs or liabilities, of any character and from any cause whatsoever brought because of bodily injury or death received or sustained, or loss or damage received or sustained, by any person, persons, or property arising out of or resulting from any act, error, omission, or intentional act of or in any way connected with the operations and activities expressly authorized under this Agreement.

CATERER INFORMATION

This section does not apply to me. Initials: _____

I am a caterer and agree to the following conditions. Initials: _____

- ◆ Vendor agrees to provide food service in accordance with the laws and regulations governing the provision of food in the State of Kansas, including, without limitation, the Health Rules and Regulations as determined by the Johnson County Health Department.
- ◆ Unless otherwise approved by the Parks and Recreation Director, and to the extent allowed by law, the Vendor shall provide service for events in which vendor is providing food.
- ◆ Vendor will be responsible for leaving MRCC/TRCC in the same condition it was in when Vendor arrived. This shall include wiping kitchen counters and cabinets; cleaning the refrigerator after use; mopping kitchen floors and removing dirty dishes and linens or seeing that owner of such items removes them immediately after the event. A checklist is attached to this Agreement as Exhibit A and incorporated herein by reference. Vendor is also responsible for dry sweeping any additional floors used.

Vendor is responsible for removal of garbage that is vendor-related. Trash must be taken to the dumpster. Vendor will be responsible for all lost or damaged property that was the responsibility of Vendor or its employees. If MRCC/TRCC is not cleaned to the same condition it was in when vendor arrived to use MRCC/TRCC, vendor will be billed by the Parks and Recreation Department for cleaning at the rate of \$80 per hour. Any violation of the provisions of this Agreement, the Code of Ordinances of the City of Overland Park, state law, or the Rules and Regulations of the department shall be grounds for immediate termination of the agreement. The Parks and Recreation Director shall review any such violation and may terminate the Agreement at his sole discretion.

- ◆ Vendor has access to the following equipment at MRCC: one upright refrigerator, an upright freezer, a steam table, an ice maker, five stainless steel tables and a microwave oven. The vendor may not use the convection oven.

ALCOHOL INFORMATION

- This section does not apply to me. Initials: _____
- I am serving alcohol and agree to the following conditions. Initials: _____

- ◆ Vendor shall have and maintain insurance with coverage of at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate covering vendor’s activities on the premises, including but not limited to serving alcohol, and the City of Overland Park shall be named on said insurance as an additional insured. Vendor shall provide the department with a certificate of insurance evidencing the coverage which specifies that said insurance shall not be cancelled without at least thirty (30) days prior written notice to department.
- ◆ If approved by the Parks and Recreation Director, and to the extent allowed by law, the Vendor shall be allowed to provide alcohol service for events at MRCC/TRCC. Vendor shall provide alcohol in accordance with Kansas Department of Revenue Division of Alcohol Beverage Control rules and regulations and in compliance with the applicable provisions of the Overland Park Municipal Code. Alcohol can only be served, not sold.
- ◆ Guests are not permitted to serve their own alcohol. Alcohol must be served by a licensed caterer. The caterer must also list us on their insurance as a secondary insured. Proof of this must be provided to MRCC/TRCC.
- ◆ Vendor shall not serve alcohol to individuals that appear intoxicated or to individuals identified by others as appearing intoxicated. Vendor shall not allow the consumption of alcohol by minors.
- ◆ All alcohol delivered to MRCC/TRCC by the vendor. Alcohol, open bottles, carafes, etc. may not be taken from the reception room or be left unattended in any public area. The vendor agrees that there will not be self-service of alcohol by any client. Champagne fountains are not allowed at the MRCC/TRCC.
- ◆ All employees of Vendor shall conduct themselves in a professional manner. No alcohol may be consumed by Vendor’s employees while on duty.

Vendor/Owner

Phone Number

Print Name

Date

E-mail Address

Departmental Representative

Date

*Please attach a business card to the front of this Vendor Agreement.