



Broadway Plaza - Reservation Application

To reserve the Broadway Plaza, follow the steps below:

1. Fill out the necessary forms. This includes this Application, the Fees & Deposits, and the Rules & Regulations.
2. Return forms to the Broadway Plaza Coordinator (606 Washington St.), along with the appropriate damage deposit fee. Applications need turned in 10 days prior to an event to ensure staff will be available. Events will not be added to the Broadway Plaza calendar until the forms and the deposit have been submitted.
3. For more information about the Broadway Plaza, call the CloudCorp office at (785) 243-2010, or email: broadwayplazaconcordia@gmail.com.

Registration Information:

Renters will not have access to the Broadway Plaza prior to the Access start time requested. Event end time requested must allow for clean up of event space. Event start and end times cannot be outside the timeframe listed in the agreement unless an extension is agreed upon by the City and Renter.

Private Free to public Entrance Fee Fundraiser Promotional Event

Date(s) Requested: _____

Event Start Time: _____ A.M. or P.M. Event End Time: _____ A.M. or P.M.

Set up Time: _____ A.M. or P.M. Clean Up Time: _____ A.M. or P.M.

Purpose of Rental: _____ # of People Expected _____

Organization: _____ Primary Contact: _____

Phone Number: _____ Email: _____

Address: _____ City: _____ Zip: _____

Community Events *Open to the Public*

Any organization, individual or business may hold community events that are open and free for the public with no reservation fee. A usage fee will apply if tech equipment or other amenities are reserved

Not-for-Profit Organizations

Any non-profit organization may hold up to two one-day events of any kind at a 25% discount each calendar year

Chamber Members

Members of the Chamber of Commerce may hold up to two one-day promotional or private events at a 15% discount each calendar year

City of Concordia, USD 333, Cloud Co.

Community College, Cloud County

These entities may hold up to three one-day promotional or private events each calendar year at no cost

- * All events are subject to City and CloudCorp approval and availability
- * After 3 hours an additional \$15 will be charged per hour for the use of tech equipment (**Applies to all events**)
- * Discounts do not apply to tent, table, and chair rentals, or additional use of tech equipment



Broadway Plaza - Fees and Deposit

The security deposit fee must be submitted, along with the proper forms, in order to secure an event on the Broadway Plaza calendar. This amount will be added to the reservation fee to determine the total that is due. All or part of the security deposit will be refunded to the renter pending condition of the Broadway Plaza at the conclusion of the event, according to the City's and/or CloudCorp's discretion. Final payment is due no later than seven (7) days prior to the event. The rules and regulations can be found on pages 3-5.

*If there are no fees associated with your event, please continue to mark the service/amenity that will be needed.

| Service/Amenity | Cost | Total |
|---|---|-------|
| Reservation Fee (all areas for private events) | \$200 per day | |
| Southeast Event Space (only) | \$25 | |
| Removal of Broadway Plaza Tables & Chairs: | \$75 | |
| Concession Stand | \$25 | |
| Tech Equipment Usage (please check all requested) <input type="checkbox"/> LED Screen <input type="checkbox"/> Wireless/Handheld Microphone & Sound System <input type="checkbox"/> Crowd Cam | \$50.00 (not including 8.5% tax) | |
| Additional Tech Equipment Usage (applies to all events) | \$15/hour after 3 hours | |
| Splash Pad <i>*Please circle one</i> | ON or OFF | X |
| Sell and serve alcoholic liquor <i>*A temporary Plaza AB License is required with an ABC permit or a Catering License. A CMB Permit is required with a State CMB Stamp. All licenses and permits must be approved by the city and/or state.</i> | \$25 Plaza AB License _____ \$25 ABC or CMB Permit _____ \$25 CMB State Stamp _____ \$50 BYOB Permit _____ | |
| Refundable Security Deposit (1.) no alcohol \$100 (2.) with alcohol \$200 | \$100 or \$200 | |
| Tent, table, or chairs rental with Cloud Cover LLC | For information check the box > | |

Summary of Fees and Deadlines: Make checks payable to the City of Concordia

| | |
|---|---------------------|
| Tech Equipment: \$ _____ - Discount: \$ _____ + 8.5% Tax _____ = \$ _____ | |
| Additional Usage of Tech Equipment: \$ _____ + 8.5% Tax _____ = \$ _____ | |
| Concession Stand: \$ _____ - Discount: \$ _____ = \$ _____ | |
| Reservation Fee: \$ _____ - Discount: \$ _____ = \$ _____ | |
| Security Deposit: \$ _____ + Permit: \$ _____ = \$ _____ | |
| Signature of Renter: _____ | GRAND TOTAL: |
| DOB: _____ Date: _____ | |



Broadway Plaza - Rules and Regulations

Broadway Plaza applicants must read the following rules and regulations and initial each to verify acceptance:

____ 1. *Rental agent.* Broadway Plaza, 600 Broadway, Concordia, Kansas, is a public facility of the City of Concordia. The Plaza may be rented for private events in accordance with the terms of this agreement. The rental agent designated by the city manager is the Cloud County Development Corporation (CloudCorp). Information regarding the rental of the Plaza may be obtained by contacting the Broadway Plaza Coordinator at (785)243-2010 during regular business hours or emailing broadwayplazaconcordia@gmail.com

____ 2. *Reservations.* The use of the Plaza is determined on a first come, first served basis. Dates will not be reserved and reservations are not confirmed until this agreement is completed and signed by both parties and all appropriate fees have been paid.

____ 3. *Eligibility.* Renter shall be at least twenty-one (21) years of age and must be on-site during the activity. CloudCorp may refuse to rent the Plaza if in the judgment of CloudCorp the planned event is likely to draw a crowd too large for the facility, damage the facility, or create conditions that will disturb the neighborhood, or if Renter has previously rented the Plaza and has not complied with the terms of the rental agreement. In the granting or refusing of rental agreements, CloudCorp shall not discriminate on the basis of race, ethnicity, gender, religion, color, sex, disability, ancestry, national origin, or age.

____ 4. *Rental fees and additional charges.* The rental fee and deposit must be agreed upon in advance, at the time of making the reservation. Additional charges may be assessed for property damages or occupancy beyond the agreed time. Renter shall pay all charges in excess of the deposit within seven (7) days after the event. If Renter violates any of the terms or conditions of this agreement, CloudCorp shall have the right to immediately terminate without notice or refund, and the City may pursue all of its rights and remedies including, without limitation, the right to recover court costs and attorney fees. The deposit will be paid before the reservation is complete.

____ 5. *Cancellations and Refunds.* Renters may cancel or reschedule the date of their event within two (2) months of the event with no cancellation charge with 100% reimbursement of deposit. Renter will receive 50% of their deposit back for any event cancelled less than two months (60 days), up to two (2) weeks prior to the event. Deposit will be forfeited for any event cancelled two weeks or less prior to the event. Rental fees will not be refunded unless notice of cancellation is given to CloudCorp at least 72 hours in advance of the scheduled time of the event (not including deposit).

____ 6. *Alcoholic beverages.* Alcoholic beverages may be served or consumed at the Plaza only if a license or a temporary permit for the serving or consuming of alcoholic beverages at the event has been approved prior to the event by CloudCorp and issued by the City. Glass containers not permitted on site.

____ 7. *Restricted access.* For private events, access to the Plaza may be restricted by signage or such other means as CloudCorp finds appropriate. Any barrier or boundary marker that Renter may desire in order to further restrict use of the Plaza must be approved in advance by CloudCorp.

____ 8. *Extension of Premise.* For Extending the premise into the street and blocking off Broadway Street and/or 6th Street will need approved by the City Commission. Use of barricades will need to be arranged with the Public Works Department at the City. Renter will be responsible for set-up and tear down of the barrier/boundary marker.



Broadway Plaza - Rules and Regulations

Broadway Plaza applicants must read the following rules and regulations and initial each to verify acceptance:

____ 9. *Behavior.* CloudCorp reserves the right to control all Plaza activities and eject any person who conducts themselves in an inappropriate manner or fails to observe the requirements of this agreement. Renter is responsible to see that all activities are appropriately controlled and all rules are observed by those present.

____ 10. *Renter's property.* CloudCorp and the City shall assume no responsibility for any property placed on or in the Plaza or other park facilities and grounds.

____ 11. *Weather.* It is Renter's responsibility to make provisions for rain or severe weather. CloudCorp reserves the right to terminate an activity due to inclement weather that could pose a hazard to the guests, performers, staff, or the facilities.

____ 12. *Use.* Any group using the facility will return it to the same condition as prior to rental. No decorative or other materials shall be nailed, tacked, screwed or otherwise physically attached to any part of the Plaza without special written permission from CloudCorp.

____ 13. *Equipment.* All equipment used in conjunction with the activity must be free standing. Anchoring is not permitted.

____ 14. *Grass/Turf Spaces.* To protect underground water systems and the condition of the lawn, driving stakes, fence posts, hand rails, etc. is not allowed. The placement of equipment in lawn areas needs to be approved in writing prior to the event by CloudCorp.

____ 15. *Hours.* Due to the location of the facility and the importance of maintaining positive relationships with our neighbors, all private activities at the Plaza may not begin until 8:00 am and must end by 10:00 P.M. Sunday -Thursday and 11:00 P.M. Friday and Saturday. Extensions of operating hours may be granted at the discretion of CloudCorp if requested in advance.

____ 16. *Food and drink restrictions.* CloudCorp reserves the right to prohibit outside food/drink on the Plaza during specified events that have provided concessions. Renter's rules with respect to prohibiting food and drink need to be approved in advance in writing. No glass will be permitted.

____ 17. *Grills.* The use of grills or any other heat source at Broadway Plaza requires additional prior authorization by the Plaza coordinator. Grills need a drip pan to prevent from grease stains.

____ 18. *Chaperons.* Renter agrees to provide a minimum of one adult chaperone for every twenty (20) minors. Chaperons must be parents of minors present or adults 21 years of age or over. Chaperones must be present at all times.

____ 19. *Trash.* Renter is responsible for the collecting and bagging of all paper, trash, and debris resulting from their use of the Plaza. Renter needs to place appropriate trash liners in each trash can after clean up. Trash bags are provided. If such cleanup is not completed immediately following the event, the City reserves the right to remove all such items and to charge a fee of \$40 per hour of cleanup, which may be collected from the deposit or otherwise collected from Renter.



Broadway Plaza - Rules and Regulations

Broadway Plaza applicants must read the following rules and regulations and initial each to verify acceptance:

____ 20. *Advertising on the Plaza.* Advertisements of an event or other visual media displayed in the Plaza must be approved in advance by CloudCorp and may be subject to additional cost.

____ 21. *Control not exclusive.* Renter shall permit access to the premises without charge to any law enforcement officer or any employee or agent of the City or CloudCorp.

____ 22. *Tents.* The City and CloudCorp have contracted with one vendor to supply a 50' by 20' tent for set up in the southeast corner of the property. Only tents 15' by 15' and previously approved by CloudCorp are allowed to be erected in the space. Otherwise, no other tent rentals are allowed in the space.

____ 23. *Hold Harmless.* No liability, either express or implied, will be incurred by the City, its agents, servants, and employees, including but not limited to CloudCorp, arising out of the use of the premises by Renter, its agents, servants, employees, assigns, successors, invitees, and licensees, during the date and time specified in this agreement. Renter agrees to indemnify and hold harmless the City, its agents, servants, employees, assigns, successors, invitees, and licensees, from and against any and all liability for damages arising from injuries to persons or damage to property occasioned by any negligent or intentional act or omission of Renter, its agents, servants, or employees, including any and all expense, legal or otherwise, which may be incurred by the City or its agents, servants, employees, assigns, successors, invitees, and licensees, in defense of any claim, action or suit, irrespective of any claim that an act, omission or negligence of the City or its agents, servants or employees contributed to such injury or damage.

____ 24. *Clean Environment.* Broadway Plaza and the City of Concordia will make every reasonable effort to provide a clean and safe environment for program participants and spectators. Restrooms are cleaned and stocked before and after each event by Broadway Plaza staff. The City of Concordia will not be held liable for injuries or illness occurring from participation in or observation of events held at Broadway Plaza. Event sponsors are responsible to encourage attendees to stay home when they are sick, to wash hands frequently, and to practice social distancing. Event sponsors are responsible to ensure restrictions on mass gatherings are followed during their events. Broadway Plaza and the City of Concordia reserve the right to shut down any event in flagrant violation of these safety precautions, thereby putting patrons and the general public at risk.

____ 25. *Agreement.* Renter, its agents, servants, employees, assigns, successors, invitees, and licensees at all times agree to fully abide by this agreement and all applicable city ordinances and state and federal laws.

Description of event:

Please be specific on your event description and include times of your activities. This information will be used for advertising purposes.

Signature of Renter: _____ Date: _____

Signature of Broadway Plaza Coordinator : _____ Date: _____