

**ST. JOSEPH CIVIC ARENA
OPERATING POLICY**

**EFFECTIVE DATE:
JULY 1, 2008**

ST. JOSEPH CIVIC ARENA

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ST. JOSEPH CIVIC ARENA OPERATING POLICY

Rental Agreement

Any individual or entity requesting to use the St. Joseph Civic Arena, or any part thereof, must notify the Director of Parks, Recreation & Civic Facilities, or his or her designee, (hereinafter "Director") who shall thereafter provide the interested party with a copy of the Civic Arena Rental Agreement (hereinafter "Rental Agreement"). This Rental Agreement must be executed prior to the event (preferably twelve (12) weeks prior to the event). No verbal agreement for use of the Civic Arena shall be binding upon either party. Simultaneously with the execution of the Rental Agreement, the Lessee shall provide advance payment of at least one-half (1/2) of the total rental fees (rental deposit) and a certificate of insurance, in the amount specified herein, naming the City of St. Joseph as an additional insured. In addition, the Lessee shall provide the Director with sufficient information, as determined by the Director, to enable the Director to coordinate appropriate Civic Arena management and staff for the event. The information shall be prepared sufficiently in advance (preferably three (3) weeks prior to the event) to facilitate the orderly location and setup of required equipment, and notification of required personnel.

Holds; Hold Deposits

Tentative holds for use of the Civic Arena may be made with the prior written approval of the Director for a period not to exceed ten (10) working days. Any tentative date not memorialized by execution of the Rental Agreement within the ten (10) day limit will be released and placed as an available date for rental. At the discretion of the Director, a non-refundable hold deposit may be required. If a hold deposit is required, such deposit shall not be less than One Hundred Dollars (\$100.00), nor more than one-half (1/2) of the rental deposit required under the Rental Agreement. If a hold deposit is required, it shall be applied to the rental deposit required pursuant to the Rental Agreement.

Rental Amount

The rental amount for use of the Civic Arena shall be in accordance with the Rate Schedule attached hereto as Appendix A. The prior written approval of the Director must accompany any variation from the Rate Schedule. The Director shall classify proposed uses of the Civic Arena for purposes of determining the rental amount to be charged and his or her decision shall be final. The Director may place a percentage clause in the Rental Agreement for any and/or all ticketed events.

Payment of Rental Amount

Payment of the rental amount shall be made in accordance with the provisions of the Rental Agreement. At least one-half (1/2) of the rental amount set by the Director shall be due upon execution of the Rental Agreement. The balance of the rental amount shall be due and payable (in cash or by check) on the date specified in the Rental Agreement, or upon settlement if it is a ticketed event.

Damage and/or Cleanup Deposits

The Director, at his or her discretion, may require lessees to provide a damage and/or cleanup deposit in an amount that is commensurate with the risks and/or City expense involved. Such deposit will serve as a guarantee that lessees will abide by the terms and conditions contained in the Rental Agreement, as well as all lawful rules and regulations for use of the Civic Arena. While the use of helium or gas inflated balloons is discouraged, events utilizing these items will be charged an additional One Hundred Fifty Dollar (\$150.00) fee to insure the complete removal of the same.

Damage to Premises; Payment

Lessees shall not cause or permit any nails, spikes, anchoring devices, lighting fixtures or communication devices to be driven into, or affixed in any manner to, any interior or exterior portion of the building without the prior written approval of the Director, and then only under the direct supervision of Civic Arena staff. In addition, lessees shall not affix any signs, posters or advertising materials of any nature to any portion of the building or the equipment and furnishings located therein, nor shall lessees permit to be done anything that might damage or change the finish or appearance of the building or the equipment and furnishings located therein. Lessees shall pay all costs associated with repairing any and all equipment and/or furnishings necessitated by acts of its agents, employees or patrons. The Director shall determine whether any such damage has occurred and, if so, shall determine the amount of such damage, the cost of repairing such damage, and whether such damage is of a nature that a lessee should be held responsible for paying for such damage. The decision of the Director shall be final.

Refunds

Advance payments and/or deposits are not refundable. However, advance payments may be credited to a future date with the prior written approval of the Director, but only if the event is promptly rescheduled.

Advertising with Civic Arena Rates

Lessees of the Civic Arena may request to use the Civic Arena's local advertising rates. Such request must be approved by the Director and the local media agency(ies) involved. Any and all invoices must be paid in full, either to the Civic Arena or to local media agency(ies), prior to the close of business the day prior to the event, or upon settlement if it is a ticketed event. There will be no exceptions made.

Scheduling; Preferences

Events shall be scheduled through the Director. Events that are similar in nature and utilize the entire Civic Arena, but have different promoters, shall not be scheduled within forty-five (45) days of each other, unless prior written approval is provided by the Director. Multiple activities, which involve the simultaneous use of several portions of the Civic Arena, may be scheduled with the prior written approval of the Director. Normally, use of the Civic Arena shall exist on a first-come, first-serve basis with reservations tentative for a ten (10) day period, or until execution of the Rental Agreement, whichever comes first. However, the Director, in his or her discretion, may grant priority to some events over others. Priority will be given to events that will utilize the entire Civic Arena, or events that have the potential of producing elevated revenues for the City. Although every effort will be made to resolve this type of situation to the satisfaction of all parties involved, there may be occasions when a single activity could be canceled if a suitable alternative date is not available.

Renewal of Annual Event

Promoters or organizations wishing to renew annual events, when such events use a significant area of the Civic Arena, should sign a Rental Agreement and make the necessary deposits of advance payments for the following year during the current year's event. Annual renewals may or may not be on the same date the following year. Annual renewals are not automatic and are not guaranteed and are subject to approval by the Director.

Exclusive Areas Reserved for Concessionaire

It should be understood by lessees prior to entering into a Rental Agreement that certain areas of the Civic Arena are reserved for the concessionaire for food service. Such areas, and their entry points, are not to be utilized for certain events; however, permission may be given by the Director for other uses.

Food or Drink Brought Into the Arena

No food or drink shall be allowed to be brought into the Civic Arena without the prior written approval of the Director. This shall include, but shall not be limited to, bottles, cans or any foodstuffs prepared outside the Civic Arena, or any coolers or thermos jugs containing the same. It shall be the responsibility of the lessees, or their representatives, to enforce this policy. If deemed necessary by the Director, security personnel will be hired, at the lessee's expense, to enforce this policy.

Alcohol Policy

ABSOLUTELY NO ALCOHOLIC BEVERAGE SHALL BE BROUGHT INTO THE CIVIC ARENA. ANY AND ALL ALCOHOL CONSUMED ON THE PREMISES MUST BE PURCHASED THROUGH THE CIVIC ARENA DUE TO LIQUOR LICENSE REGULATIONS.

Catering

Lessees shall not cater, nor have catered, any food on the premises without the prior written approval of the Director. When catering privileges are approved, they must be through a caterer duly licensed by the City. The fee shall be ten percent (10%) of the gross catering bill, which shall be due and payable from the lessees to the Civic Arena upon completion of the event.

Health Permit Requirements to Exhibit Animals

If any animal(s) will be brought into the Civic Arena, the appropriate permits must be obtained from the Health Department within fifteen (15) days prior to the event. A permit application is attached hereto as Appendix C.

All operators of animal shows, fairs, circuses, petting zoos and carnivals that exhibit animals for profit or free, shall be required to make application for a Exhibition Permit from the Customer Assistance Department at least fifteen (15) days prior to the event. A non-refundable payment of Fifty Dollars (\$50.00) is due at time of application.

Sale of Novelty Items

The Director shall retain all concession rights and privileges, including the sale of novelty items, within the Civic Arena. No person or entity shall sell any novelty item, i.e., t-shirts, hats, posters, records, tapes, etc., without the prior written approval of the Director; each novelty item must be individually approved, in writing, by the Director. A percentage of the gross sales shall be charged on all novelty items approved for sale and shall become payable upon settlement to the Civic Arena. All novelty items approved for sale shall be subject to in/out inventory by Civic Arena staff. Because designated areas for the sale of novelty items are subject to change with each event, the Director shall advise lessees as to what areas will be made available. When novelty items are sold, the Civic Arena reserves the right to be the seller, unless the Director waives that right, in writing.

Ticket Sales

Lessees shall secure all admission or other tickets from the ticket printing/computer ticketing company approved by the Director and shall direct that company to transmit a ticket manifest. The current computerized ticketing agency for the Civic Arena is TICKETMASTER. The fee for ticket sales by the Civic Arena staff shall not exceed seven percent (7%) of the gross ticket receipts. The number of complimentary tickets to be issued by the lessee is subject to the Director's review and approval. In addition, the price of tickets established by the lessee is subject to the review and approval of the Director, whether or not the rental charge involves a percentage.

Services Furnished by the City of St. Joseph

Rental of the Civic Arena is based on a “four walls” theory. The City, as determined by the Director, will furnish only the personnel necessary to maintain normal operation of the building. Lessees shall be required to hire and pay the salaries of all other employees necessary in connection with the particular event or attraction, including, but not limited to, cashiers, ticket takers, ushers, crowd control, police officers, stagehands, light and sound technicians, riggers, runners, etc. Lessees may also be required to bear all costs associated with set up, tear down and cleanup. The lessee, or his/hers/its designee, shall be required to remain on premises throughout the entire rental agreement hours.

Security

The Director shall determine the amount of security personnel needed for a particular event and lessees shall incur all costs associated with such security. If a particular lessee fails or refuses to provide the appropriate amount of security, as determined by the Director, the Director may either 1) make the arrangements necessary for such security to be present at the event and obtain payment from the lessee for the same at least ten days prior to the event, or 2) cancel the Rental Agreement. The current crowd control company for the Civic Arena is NPB & Associates. In the event that the presence of uniformed officers is deemed necessary, only officers employed by the St. Joseph Police Department will be acceptable. The Director’s and/or St. Joseph Police Chief’s determinations as to the amount of security needed are final and must be adhered to.

Stagehands

The Director must provide his or her prior written approval of all stagehands. If assistance in securing stagehands is needed, the Civic Arena may make recommendations.

Smoke Free/Tobacco Free Policy

The City’s personnel manual requires that all City-owned facilities, including the Civic Arena, be smoke free/tobacco free. Lessees will be required to include notice of this restriction in all contracts it executes with potential clients/exhibitors/etc. and to include language in such contracts that the restriction must be strictly adhered to. Lessees will be responsible for making the appropriate number of announcements during the event to assist in enforcing this Administrative Order and Civic Arena staff will post signs, or other such materials, on the walls of the Civic Arena, as well.

Insurance

Lessees shall provide a certificate of public liability insurance for the full term of the lease of the Civic Arena at the time the Rental Agreement is executed and the deposit is made. Such insurance must name the City of St. Joseph, Missouri as an additional insured. The amount of the insurance coverage shall be determined by the Director, in conjunction with the Risk Management Coordinator, depending upon the type of event involved; however, the minimum amount acceptable shall be One Million Dollars (\$1,000,000.00) combined single limit, bodily injury and property damage, commercial general liability or public liability coverage. Lessees shall also be required to hold the City harmless, as set forth in the Rental Agreement.

Compliance with Laws and Regulations

Lessees shall comply with all federal, state and local laws, rules, regulations and policies and shall pay for all necessary permits and licenses. Lessees shall not do, or suffer to be done, anything in, on or about the premises that is in violation of the same during the term of its Rental Agreement with the City. If the lessee’s attention is called to any such violation on the part of said user, or any person employed by, or admitted to the building by, the lessee, such lessee shall immediately correct such violation.

A COPY OF THIS OPERATING POLICY WAS PROVIDED TO THE PROSPECTIVE LESSEE, UPON HIS/HER/ITS INITIAL INQUIRY, ON THE DATE AND TIME WRITTEN BELOW:

Civic Arena staff member

Date and Time

Title

EFFECTIVE August 9, 2006

APPENDIX A

RATE SCHEDULE

CIVIC ARENA RENTAL RATE SCHEDULE

- Two Thousand Dollars (\$2,000.00) per day, or ten percent (10%) of the gross paid receipts per day, whichever is greater. A minimum non-refundable deposit of one-half (1/2) the total rental fee shall be due upon execution of the Rental Agreement, which shall be accompanied by a certificate of insurance as stated in the Rental Agreement.
- One Thousand Dollars (\$1,000.00), or ten percent (10%) of the gross paid receipts, whichever is greater, per each additional event scheduled per event day. This is for multiple events scheduled on event days.
- Four Hundred Dollars (\$400.00) per hour for each hour or partial hour beyond the twelve-hour (12-hour) event/performance limit per day.

TELEMARKET EVENTS

Two Thousand Five Hundred Dollars (\$2,500.00). Additional performances held within same event day is subject to an additional One Thousand Dollars (\$1,000.00) per additional event.

SERIES AND/OR SEASONAL EVENTS

- Two Thousand Dollars (\$2,000.00) per day, or ten percent (10%) of the gross paid receipts per day, whichever is greater. A minimum non-refundable deposit of Two Thousand Dollars (\$2,000.00) shall be paid in full ten (10) days prior to *each and every date* on which the facility has been reserved.
- In the event the facility is rented for a specified number of days during a particular season, and the Lessee chooses to cancel the remainder of the series or seasonal event, then the Lessor shall be entitled to recover up to One Thousand Dollars (\$1,000.00) per event day, or fifty percent (50%) of what would have otherwise been paid under the terms of the Rental Agreement, in order to offset the rental revenue that could have otherwise been realized by the Lessor, through other potential lessees, had the dates been available.

Standard hours allowed in building shall be limited to a total of twelve consecutive hours (12 hours) per day and shall be between the hours of 7:00 a.m. and 1:00 a.m., Monday through Saturday, and 8:00 a.m. and 12:00 a.m. on Sunday. These hours are to include event/performance times and move-in and move-out times on event/performance days. All events/performance must conclude by no later than 1:00 a.m. and 12:00 a.m. (Sunday), respectively, although extensions for move-in or move-out may be granted as set forth more specifically below. Any events requiring additional event/performance times shall follow the rate schedule accordingly for additional per hour charges.

*******Lessee, or designee, shall be required to remain on premises throughout entire rental agreement period which includes move-in, move-out, performance/event hours; any hours during which exhibitors or the public are allowed access to the facility.**

MEETING ROOMS

One Hundred Dollars (\$100.00) per room, plus equipment charges. Subject to identical hours of move-in and move-out requirements and additional hourly payment schedule.

MOVE IN/MOVE OUT

- One Thousand Dollars (\$1,000.00) per ten hour day. Each additional hour or partial hour will be charged as below.
- Three Hundred Dollars (\$300.00) per hour for each hour or partial hour exceeding the 7:00 a.m. to 9:00 p.m. or ten consecutive hour schedule.

Standard move-in and move-out times shall be for no more than ten consecutive hours (10 hours) and shall be between the hours of 7:00 a.m. and 9:00 p.m. Extensions may be granted either way with the prior written approval of the Director. An additional charge will apply as per above rate schedule.

**All items must be removed from the facility during the scheduled move-out times. Any item(s) remaining following the move-out will be determined by Civic Arena staff to be unwanted and will be immediately disposed of. The Civic Arena will not be responsible for storing any items. If the lessee or exhibitor wishes to retain their items or exhibits, they must be properly removed from the building.

*** Additional charges may apply for turnovers or major cleanups for same day and/or multiple events per day.

*****Lessee, or designee, shall be required to remain on premises throughout entire rental agreement period which includes move-in, move-out, performance/event hours; any hours during which exhibitors or the public are allowed access to the facility.

**APPENDIX B
CHARGES FOR MISCELLANEOUS
EQUIPMENT AND SERVICES
(CIVIC ARENA)**

Chairs	\$1.00 each per day
Chairs (day of event)	\$2.00 each per day
Cleanup.....	Assessed by Director
*** Note additional charge for cleanup on multiple events in one-day period	
*Delivery/Storage.....	\$50.00 per day
Drapery/Poles/Bases (per ten foot section).....	\$5.00 per day
Electrical Pulls	
110 pulls as available.....	\$15.00 per pull
208 pulls as available.....	\$25.00 per pull
208 three-phase pulls as available	\$35.00 per pull
Electrical includes supply from floor ports (20 amp); NO individual extension cords will be provided	
Forklift (no driver)	\$100.00 per day
Driver – add \$20.00/hour (must be ordered in advance of move-in)	
Gas or Helium-filled Balloons (use of).....	\$150.00 per event
Kitchen	\$100.00 per day
Lectern.....	\$10.00 per day
Microphone and Stand.....	\$15.00 per day
Microphone (Lapel or Hand Held)	\$35.00 per day
Orchestra Riser and Portable Staging (per section).....	\$15.00 per day
Public Address System	
(portable).....	\$100.00 each per day
Operator (option to use own qualified operator)	\$30.00 per hour
Radio	
hand-held; two-way – limit of four per day.....	\$10.00/day per radio
***Current replacement rate charged for lost, stolen or damaged radios.	
Screen (portable 5x5)	\$10.00 per day
Security	
Off-duty uniform police.....	\$30.00/hour
**Crowd control management	\$16.50/hour (4 hour min.)
**Supervisor	\$20.00/hour
Sound, Light, Stagehands	\$50.00 each per 3 ½ hours
Spotlight (stationary)	\$50.00 each per 3 ½ hours
Tables	\$5.00 each per day
Tables (day of event).....	\$10.00 each per day
Television	\$50.00 per day
Ticket Sellers/Takers.....	\$16.50/hour (4 hour min.)
Ushers.....	\$16.50/hour (4 hour min.)
VCR	\$25.00 per day

Replacement Costs will be assessed for lost, damaged or stolen items to Promoters.

Additional Items used by Event when available, will be assessed accordingly. Please verify items are available and current charges. This items may include ice, coffee urns, office supplies, fax and/or copy machines, electrical cords, twine, ropes, duct tape, S-hooks, cable ties, music stands.

*This is an individual, per item, fee. This pertains to early deliveries and/or booths/items remaining following event move out. Prior approval of the Director is required.

**Must use crowd management company currently approved by the Civic Arena for purposes of crowd control. Must also add \$25.00 administrative/travel fee per event.

EQUIPMENT CHARGES ARE ASSESSED EACH TIME EQUIPMENT IS USED AND/OR MOVED

OUTSIDE RATES

(EQUIPMENT RENTAL FOR USE *OUTSIDE* OF CIVIC ARENA)

Drapery/Poles/Bases
(per ten foot section).....\$15.00 each per day

Orchestra Risers and Portable Staging
(4x8/8 inch/16 inch/24 inch)\$30.00 each per day

Tables\$15.00 each per day

Transportation – Delivery and Pick-up
(Each way)\$30.00 (min.)

Chairs.....\$5.00 each per day

***Any equipment not returned at all, or not returned in the same condition in which it was received, shall be treated as a damage to the premises, as more specifically outlined in the Operations Policy.

APPENDIX C

**Health Permit
ANIMAL CONTROL AND RESCUE
701 LOWER LAKE ROAD
ST. JOSEPH, MISSOURI 64504
(816) 271-4877**

Application to Exhibit Animals

Date: _____ Application Fee: \$50.00 / \$100.00
CIRCLE ONE

Name of Business: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Numbers: Business _____ Home _____ Cell _____

Name of Person Making Application: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Numbers: Business _____ Home _____ Cell _____

Association to Business: _____

Person Responsible for Operating the Business: _____ Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Numbers: Business _____ Home _____ Cell _____

Experience and Qualifications of Operator: _____

Type of Show: _____ Date(s) of Event(s): _____

Event Location: _____ Type(s) and Number of Animal(s): _____

Type of Restraints Used to Keep Animal(s) Secured: _____

Please identify arrangements for removing and disposing of animal waste, urine and bedding: _____

1. Location of the event must meet all City zoning, food and fire code requirements.
2. Applicant shall provide the design of entry and exit points for animal contact areas and shall facilitate proper visitor flow through transition areas. Fences, gates or other types of barriers shall restrict uncontrolled access to animals and animal contact areas and ensure that visitors enter and exit through transition areas.
3. Operator must provide signage informing visitors that they are entering an animal area at the entrance transition areas. These signs shall also instruct visitors not to eat, drink or place their hands in their mouths while in the animal area. Visitors shall be discouraged from taking strollers, baby bottles, pacifiers, food and beverages into areas where animal contact is encouraged or where contact with animal fecal waste, urine or bedding can occur. Exit transition areas should be marked with signs instructing the public to wash their hands.
4. Information in form of signs, handouts and flyers shall be provided and conspicuously placed regarding the risk associated with the transmission of pathogens to ensure that the visitors are completely aware of the fact that animals such as calves, young ruminant animals, young poultry and all ill animals can pose a threat to human health.
5. Operator must provide handwashing facilities to include running water, soap, and paper towels and urge participants to wash and disinfect their hands. Handwashing facilities shall be located adjacent to exits with a supply sufficient to accommodate the maximum anticipated attendance. Handwashing basins shall be accessible to children and the disabled.
6. Trained staff shall be presented in areas where animal contact is permitted to encourage appropriate human to animal interactions, reduce the risk for exposure and process reports of injuries or exposures to fecal matter or urine.
7. If feeding of the animals is permitted, only food sold by the operator for that purpose shall be allowed.
8. Animals must be located a minimum of 100 feet from food vendors.

I acknowledge that my failure to comply with the regulations listed above will result in my permit being cancelled and the event being shut down.

Signature

Date

FOR OFFICE USE ONLY

Inspecting Officer: _____ Date: _____
Distance of Exhibit from Food Vendors: _____ (Must be a minimum of 100 feet.)
Handwashing Station Provided: Yes / No Soap and Paper Towels Provided: Yes / No
Proper visitor flow established with adequate signage: Yes / No Warning signs posted: Yes / No
Adequate shelter, shade and water provided: Yes / No Describe: _____
Adequate waste removal arranged: Yes / No Describe: _____

