

CONVENTION & ENTERTAINMENT CENTERS

# Rules and Regulations

City of  
Kansas City,  
Missouri



## **AMENDMENT TO THE SPECIAL FACILITIES RULES AND REGULATIONS**

Effective 8/1/84, in accordance with rules set forth by the Kansas City Board of Police Commissioners and for the purpose of protecting the City from liability, judgements, suits and claims, arising out of the actions of uniformed police or private guards, on-site supervisors of uniformed police and private security guards hired by the City, promoters, show managers, security companies, decorators, vendors, or anyone doing business at the Kansas City Convention Center or the American Royal Center, must meet the following requirements:

1. The on-site supervisor of off-duty uniformed police officers must be a commissioned full-time police officer and wear a uniform.
2. The supervisor of private security guards must be commissioned by the Board of Police Commissioners.
3. The supervisor of a security team consisting of off-duty uniformed police officers and private security must be a commissioned full-time police officer and wear a uniform.

This rule is not intended to interfere in any way with the right of the Licensee to retain the services of a security consultant of their choice. The rule does apply to the minimum complement of police and private security personnel required by the department for events, i.e., if twelve police officers and one supervisor are required for minimum coverage, the supervisor must meet the above requirement.



# Convention Facilities City of Kansas City, Missouri

## Rules & Regulations

Note: The term “Director” shall mean and refer to the Director of the Convention Facilities Department, City of Kansas City, Missouri or his designated agent. The term “City” shall mean and refer to the City of Kansas City, Missouri. The term “Convention Facilities” shall mean and include the American Royal Arena, Governors’ Exposition Building, Kemper Arena and City parking lots at the American Royal Center Division; Municipal Auditorium, Exhibition Hall, Bartle Hall, Little Theatre, Music Hall and meeting rooms at the Kansas City Convention Center Division and any other facilities that may be added.

### SECTION I License to Use Facilities

No person may use the Convention Facilities without first having obtained a license as herein provided from the Director. Licenses for the use of the Convention Facilities, or any part thereof, shall be issued by the Director on printed forms to be executed by the licensee and Director. The Director may require a deposit prior to execution of the license or any time prior to the staging of the event. The Director shall require, and Licensee shall provide, all information necessary to determine facilities, arrangements and any special services necessary to the staging and proper management of any event scheduled in the Convention Facilities. The Director may require said information be set forth in the form of a written application prior to the issuance of a license or at such time before the staging of the event as the Director may deem necessary. In all other cases, the information shall be required not less than 14 days prior to the event.

### SECTION II Bond May Be Required

The Director may require a prospective licensee to furnish a bond commensurate with the risks and expense involved, in cash or with sureties satisfactory to the Director guaranteeing that applicant, if granted a license, will well abide by and observe all rules and regulations for use of the Convention Facilities as adopted by the City.

### SECTION III Service Furnished

Rental of the Convention Facilities, at the adopted rates shall not entitle the licensee to any personnel service from employees of the Convention Facilities Department in connection with the staging of the event or attraction

for which the license is issued, provided however, the Director may provide, at no extra cost to licensee, the services of employees of the Convention Facilities Department who are regularly employed as a part of the Department staff, when said service coincides with their regularly assigned duties, but such services shall not include extra services as set forth in the schedule of rentals. Licensee shall hire and pay costs of all other personnel required in connection with the production of the event or attraction including, but not limited to, the salaries of all stagehands, riggers, spotlight operators, projectionists, ticket sellers, ticket takers, ushers, cashiers, door-men and guards. Director shall supervise and control all such other employees in the performance of their duties. All such employees, except City Employees, used by licensee shall be considered employees/agents of licensee and not of City.

#### SECTION IV Classification and Time of Usage

The classifications of usage indicated in the schedule of rates shall determine the amount of all Convention Facilities rentals. Except as otherwise provided herein, the words "morning", "afternoon" and "evening" shall be deemed to apply respectively to periods of occupancy between the hours of 8:00 a.m. and 12:00 noon, 12:00 noon and 6:00 p.m., and 6:00 p.m. and 12:00 midnight.

#### SECTION V Amount of Rental

Any person using the Convention Facilities or any part thereof, shall pay rental for such use in an amount equal to the rental rate structure adopted for the various Convention Facilities by the City. The classification of use of the Convention Facilities or any part thereof, for purposes of determining the applicable rental rate to be charged licensee, shall be made by the Director, whose decision in regard thereto shall be final for all purposes.

#### SECTION VI Ticket and Account Control of Licensee

Whenever a licensee's rental schedule is based on a percentage of gross ticket sales, the Director shall prescribe the form of tickets, accounts, records and reports that shall be used by the licensee in staging the event or attraction and an accounting for the gross receipts thereof, and at any and all times make by himself or by his authorized representative, such investigation or inspection of any or all of licensee's tickets, accounts, records and reports as may, in his opinion, be required for the purpose of verifying the amount of such gross receipts. The licensee shall secure all admission or other tickets from a bonded ticket printing company meeting with the approval of the Director and shall direct that said ticket company transmit all such tickets directly to the Director for inspection and verification. The type and number of passes or complimentary tickets issued by a licensee

shall be approved by the Director, and if passes are issued in excess of the number authorized by the Director, licensee shall be required to account for the unpaid admissions in excess of the approved number of passes as though the full admission charge had been paid theteter. Licensee must have permission in writing from the Director before tickets for each event are offered for public sale. In all cases, the Director shall require that a properly executed license be in effect and the prescribed rental deposit, if any, paid in full before authorizing a ticket sale to commence.

## SECTION VII Occupancy for Rehearsals

The rentals specified in the ordinance establishing schedules for charges may entitle the licensee time for one full rehearsal, practice or drill of not more than four consecutive hours without additional cost, the date and hour of which shall first meet with the approval of the Director and shall be subject to rescheduling by him upon fourteen (14) days notice subject to the same approval as to the date and hour and subject to the same rate of cancellation. Occupancy for additional rehearsals (whether dress rehearsal or otherwise) may be permitted at such charge as may be fixed by the Director, but in no case less than the amount set forth in the adopted rental schedule.

## SECTION VIII Concessions

The Department of Convention Facilities reserves unto itself and its duly authorized representatives, the right

- A. To sell or dispense programs, librettos, periodicals, books, T Shirts, records, magazines, newspapers, soft drinks, flowers, tobaccos, candies, foods, liquor, wine and beer, novelties or any related merchandise commonly sold or dispensed in auditoriums
- B. To rent and/or sell opera glasses, cushions and other articles
- C. To take and/or sell photographs
- D. To operate the check rooms
- E. To operate Convention Facilities Department parking lots

Provided however, that the Director may, in writing, authorize a licensee to do any of the aforesaid, subject to the provisions of any contract in effect executed by the City pertaining to concession services at such percentages of gross sales as provided in the adopted rental schedule. Licensee is prohibited from selling any items without express written permission from the Director.

SECTION IX  
Permits **and** Licenses

Licensee shall comply with all requirements of any governmental agency as to applicable permits or licenses and, in this connection, to allow all necessary and proper inspection by such governmental agency to insure compliance therewith.

SECTION X  
Special Facilities, Extra Services and Equipment

The adopted rental charges shall cover only the use of the various Convention Facilities and are not as and for, or in lieu of, charges for special facilities and extra services hereinafter provided for or mentioned in this section. Regardless of the classification of use where special facilities, equipment or extra services are used or rendered, an additional charge will be made based upon a schedule of extra charges, which charges will be equal to the rate structure for the special facilities and extra services adopted by the City. A copy of the schedule of extra changes shall be on file with the Director. Extra charges may include but are not limited to, the following special facilities and services and equipment:

For public address systems, outside amplification, as part of any regular interior usage; for any additional equipment necessary to play inner recordings, or the amplification system; for supervising any installation required for the purpose of broadcasting any program over any radio or television station; or for tuning in on any radio or television program which it is desired to broadcast over the amplification system; for special seating arrangements; for use of the fork lift truck and operator; for change in seating arrangements; for special mechanical or electrical connections and equipment; for janitorial work beyond the usual hours or in areas not covered in the licensee's use agreement; for erection of platforms and stands other than those usually furnished and for decorating and installation or removal of fixtures.

SECTION XI  
Special Rates

In accordance with the rate ordinance which has been approved and adopted by the City Council, the Director may issue a license for the use of the Department Facilities or any part thereof at rates other than those provided for in the rental rates adopted by the City. Such a rate shall be applicable only to conventions and/or major national, international, state, regional, or local event, or block of events. In this connection, the Director's determination as to what may constitute a convention and/or a major event shall be final for all purposes, provided however, in no event the rate charged the licensee under the terms of the paragraph be less than the cost of staging the event.

SECTION XII  
General Terms and Conditions

- A. All licensees and/or their agents and/or their employees shall, at all times, conform to all rules and regulations for the use and occupancy of, and operations in, the Convention Facilities as adopted, issued and/or ordained from time-to-time by the City, and any violation of such rules and regulations by any of the foregoing persons mentioned in this section shall subject such violator or violators to immediate expulsion from the Convention Facilities and the forfeiture of all bonds, deposits, rents, percentages and/or other fees theretofore paid and without releasing, in any manner, any obligations for the payment of the rents, percentages or other fees required to be paid under such license for the full term thereof.
- B. No verbal agreements or representations, either before or after issuance of a license to licensee, shall be binding upon the Director or the City. The license issued to the licensee and the rules and regulations, as provided herein, shall constitute the entire agreement between the parties.
- C. Nothing herein contained shall be construed to prevent the use of the Convention Facilities for municipal purposes.
- D. The Director may cancel the license of any person when such person is not acting in the public interest concerning public peace, safety and welfare.
- E. The Director shall, prior to the staging of an event, designate the rental payment schedule. In cases where the rental involves the payment of stipulated percentage of gross receipts in lieu of the flat rental rates the Director shall determine the amount of the advance deposit, but in no case shall the Director permit the occupancy of the building by any licensee until the minimum guaranteed rent has been paid. If, for any reason, any licensee cancels, or fails to hold a scheduled attraction, without the written approval of the Director, or in case any licensee fails to make the necessary payments as provided herein, all monies previously paid by the licensee as a deposit or rental, shall become the property of the City and shall not be refunded.
- F. By acceptance of a license, as herein provided, licensee agrees to relieve, discharge, and save free and harmless, the City and its employees from any and all liability from all loss and/or injury and/or damages to any person and/or property that may be sustained by reason of the occupancy and use of the Convention Facilities; and in this connection, to provide the Director, fourteen (14) days in advance of the occupancy a certificate of public liability insurance in which the licensee and the City of Kansas City, Missouri are named as additional assureds for injuries to persons caused by licensee's use and occupancy of the premises or

otherwise caused by licensee's activities and operation of said premises, with liability limits not less than \$1,000,000.00 for any accident involving injury, including wrongful death to one or more persons, and not less than \$25,000.00 for property damage to one or more persons, and not less than \$25,000.00 for property damage resulting from any one accident. Licensee shall also carry workman's compensation insurance to the extent and in the manner required by the statutes of the State of Missouri or shall carry adequate employee's liability insurance. Licensee shall furnish the Director with the required certificates providing that the applicable policy or policies cannot be cancelled or materially modified without ten (10) days advance written notice to Director. Every licensee further agrees to pay for any and all damages to said Convention Facilities if damage to or loss of any of the property and/or equipment of said Convention Facilities, and/or any other property of the City, resulting either directly or indirectly from such occupancy or use of said Convention Facilities by or through the negligence and/or other acts of licensee, his agents and employees, or any person or persons participating in or attending the performance, attraction or affair in connection with or during said use and occupancy; provided however, that the Director may, whether in his opinion the circumstances may warrant same, require that said licensee shall secure and indemnify the City against any loss, injury and damage by procuring, paying for, and keeping in force, a policy of liability and/or indemnity insurance, or assurity bond for such purpose or purposes. All insurance policies required by this paragraph shall be written and issued by a responsible and solvent insurance or assurity company as the case may be, authorized to do business in the State of Missouri.

- G. The licensee of said Convention Facilities, his agents and/or employees, shall at all times strictly comply with and abide by all laws and ordinances, federal and/or state and/or municipal, applying to or affecting the use and occupancy of said Convention Facilities.
- H. Every licensee shall furnish or pay for such police protection as may be required by the Director during the occupancy of Convention Facilities and if any licensee fails or refuses to furnish police protection satisfactory to the Director, the Director may furnish the same and charge the cost thereof to the licensee or cancel the show.
- I. Licensee shall not do, or permit to be done, in the Convention Facilities, anything that will tend to injure, mar, or in any manner deface said premises, and will not drive or install, or permit to be driven or installed, any nails, hooks, tacks or screws into any part of said Convention Facilities; and will not make, or allow to be made, any alterations of whatever kind to said buildings, or any equipment or facilities thereof. Licensee shall not post or exhibit or allow to be posted or exhibited, any signs, advertisements, show bills, lithographs, posters or cards of any description on any part of the premises of the Convention Facilities, except upon the regular billboards provided for such purpose by the

Director; and licensee will use, post or exhibit only such signs, advertisements, show bills, lithographs, posters or cards upon said billboards as relate to the performance or exhibition to be given in the premises as designated in the license.

- J Licensee shall not distribute or circulate, or permit to be distributed or circulated, any advertising matter or programs in the entrance to or in or about any part of the Convention Facilities, except such advertising or programs as may pertain to the attraction(s) for which the license is granted.
- K. Director may eject or cause to be ejected from the Convention Facilities, or any part thereof, any person whose actions are adverse to the interests of the City and/or Public, and the City shall not be liable to licensee for any actions taken by the Director pursuant to the terms of this paragraph.
- L. Licensee shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of the seating capacity of the Convention Facilities or any part thereof. The sale of standing spaces is prohibited.
- M. Licensee shall remove from the Convention Facilities, or any part thereof, all the property, goods and effects belonging to the licensee or caused by him to be brought upon such premises at the time designated by the Director in the license issued to the licensee. If any such property is not removed within the time designated by the Director, the Director shall store the same and licensee shall pay a reasonable fee for such storage, including all expenses incurred therefore. Provided however, if the licensee fails to redeem the property within sixty (60) days, the City may sell such property for said storage fees and expenses.
- N. The Director and other duly authorized representatives of the City shall have the right to enter the Convention Facilities and all parts thereof, at all times, during any and all occupancies of Convention Facilities areas.
- O. Payment of all Federal, State, County and City taxes along with any applicable maintenance or user fee in connection with any attraction shall always be the liability and responsibility of the licensee; however, if the Director deems it advisable for the protection of the City, he may collect all such taxes and fees and pay them over to the proper representatives of the State, Federal or other units of government.
- P No copyrighted material will be performed in connection with any use of the Convention Facilities or any part of or facility thereof, either amplified, televised or otherwise, and either in the form of a mechanical recording or personal rendition unless the copyrighted material has been duly licensed or authorized by the copyright owners or their representatives. By his acceptance of the license as herein above provided, the licensee shall cover, covenant and agree to indemnify the City

and its officers and employees and to save them free and harmless of any and all liability and responsibility whatsoever for infringement of and/or other violation of the rights of any copyright owner under the copyright law.

SECTION XIII  
**City Attorney as Legal Advisor**

The City Attorney shall be the legal advisor to the Director and is authorized to approve all forms of permits, bonds, contracts and other documents used in carrying out the purposes of these rules.

SECTION XIV  
Right to Alter Rules and Regulations

The City may change, alter and amend or cancel any and all of the rules and regulations contained herein at any time without notice.