

Room Rental Agreement

A. Parties

This agreement, to lease portions of the Kenai Visitors and Cultural Center, hereinafter referred to a KVCC, made and entered into (date) between the Kenai Convention and Visitor Bureau Inc., hereinafter referred to as LESSOR, and (organization/ individual) - hereinafter referred to as LESSEE.

B. Rental Space

This agreement allows use of the (rental space) areas of the KVCC, as agreed upon by LESSOR and LESSEE, and further detailed in the attached "Room Rental Questionnaire", and for the amount specified in the "Lease Terms" below.

C. Purpose

The aforementioned space to be used solely for the purpose of: (purpose) .

D. Use Dates

Under this agreement, use of the rented space shall commence at (begin time) on (begin date) for the purpose of the said event , and shall end at (end time) on (end date) . Vacation of the premises must be completed by (time) on (date) .

The LESSEE agrees to quit and surrender the premises to the LESSOR at the end of the term, in the same condition as the date of commencement of the rental agreement, ordinary use and wear thereof excepted.

Time is the essence of the agreement. The time herein granted shall not be extended before or after the event for any purpose without the express permission of the LESSOR. If such permission is granted, any additional time shall be paid for by the LESSEE, according to the schedule of fees fixed by the LESSOR.

E. Lease Terms

LESSEE agrees to pay the sum of \$ (quote) to lease those areas of the KVCC agreed upon Section B and in the "KVCC Room Rental Questionnaire" and for the dates and times specified in Section D, "Use Dates".

LESSEE agrees to deposit, at the time of the signing of the agreement, the amount of \$100 or 50% of the rental rate which ever is greater as a damage deposit to cover rental, incidental expenses and damages, and to ensure the room is held for the above date, unless LESSOR waives the deposit. If damages exceed the deposit, LESSEE agrees to pay LESSOR the actual costs.

(Continued)

Room Rental Agreement

LESSEE agrees to pay LESSOR, one week prior to the date of the event, for the use of rented space the amount of \$ (quote) .

It is agreed that if the LESSEE fails to hold the event specified herein above, at the agreed time, no rental or deposit refund will be made. UNLESS OTHERWISE NOTIFIED IN WRITING ONE FULL WEEK PRIOR TO THE EVENT DATE.

LESSEE shall not have access to or use kitchen facilities or other private areas of the KVCC unless specifically agreed to in the lease. Should LESSEE contract with the LESSOR for the use of the kitchen facilities, such use shall be specified and set forth in the "Special Conditions" section of this lease.

LESSEE agrees to abide by the requirements that NO SMOKING IS ALLOWED in any areas of the Center.

LESSEE shall not cause or allow any person on the premises to sell or solicit for sale any item unless approved by the LESSOR. LESSEE shall not make alterations of any kind to exhibit on display in the rented space, nor shall any other persons acting on behalf of the LESSEE.

F. Clean Up

The LESSEE agrees to return the premises in as clean and orderly condition as received at the start of the said lease. Furniture shall be return to the position it was in at the start of the said lease, and garbage will be taken to the dumpster. Should the premises not be returned in such a manner as outlined above, the LESSEE will be charged an additional clean-up fee as determined by the LESSOR.

G. Indemnification

LESSEE agrees to indemnify and defend and save harmless the LESSOR against any and all claims for personal injury, death, or property damage resulting directly or indirectly from any act, incident, or accident occurring as a result of the acts, errors or omissions, of the LESSEE or its agents, guests, invitees, or employees, arising in connection with the operation, use or occupancy of the premises by the LESSEE.

H. General Terms and Conditions of Use and Operation

LESSEE may not assign or sublet this lease.

LESSEE agrees that at all times to conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized agencies responsible for public safety.

LESSEE will comply with all laws of the United States and State of Alaska; all municipal ordinances; and all lawful orders of the police and fire departments, or other municipal authorities; and will obtain, and pay for all necessary permits and licenses and will not do, nor allow to be done, anything on said premises during the term of this lease in violation of such laws, ordinances, rules or orders.

(Continued)

Room Rental Agreement

LESSEE shall not admit to said premises a larger number of persons than can safely and freely move about in said premises; and the decision of LESSOR in this respect shall be final. It is further understood and agreed that LESSEE will permit no chairs or seats to remain in the passageways or fire exits in said premises and will keep all passageways and fire exits in said premises clear at all times; and that the sidewalks, ground entries, passages, vestibules, halls, abutting streets, and all ways of access to public utilities of said premises, shall not be obstructed by LESSEE or used for any purpose other than for ingress and egress from premises.

LESSEE shall not injure, nor in any manner deface said building or premises; and shall not permit anything to be done whereby said building or premises shall be in any manner injured or marred, or defaced, nor shall LESSEE drive, nor permit to be driven any nails, hooks, tacks, or screws in any part of the building, nor shall LESSEE make, or allow to be made, any alteration of any kind to the building, premises and exhibits therein. That if said premises, or any portion of said building or any said building or grounds, during the term of this lease, shall be damaged by the act, default, or negligence of LESSEE or by LESSEE's agents, employees, guest, invitees, or any person or persons admitted to said premises by said LESSEE, the LESSEE will pay LESSOR upon demand such a sum as shall be necessary to restore said premises to their original condition.

LESSOR does not relinquish and does hereby retain the right to enforce all necessary laws, rules, and regulations, for the management and operations of the said premises.

LESSOR retains the right to enter the premises at any time on any occasion, without restrictions whatsoever.

LESSOR reserves the right to eject, or cause to be ejected, from the premises any disorderly person; and neither LESSOR nor any of its officers, agents, or employees, shall be liable to LESSEE for any damages that may be sustained by or through the exercise of such right.

LESSEE will not allow alcoholic beverages of any kind, including beer and wine upon said premises without permission of the LESSOR. Should the Kenai Convention and Visitors Bureau agree to allow alcoholic beverages on the premises, a vendor licensed by the Alaska Alcoholic Beverage Control Board must dispense any and all alcoholic beverages on the premises. The vendor must have, during LESSEE's occupancy of said premises, a policy of public liability and property damage insurance covering damages resulting in any manner from the use of alcoholic beverages on the premises. Said policy must be from an insurance company authorized to transact business in the State of Alaska and subject to suit in Alaska. The Kenai Convention and Visitors Bureau and the City of Kenai shall be named as additional insured on said policy. Coverage shall be in the amount of \$1,000,000.00 for bodily injury, death or property damage resulting from one occurrence. LESSEE agrees to furnish and place on file with LESSOR a copy of said policy or a certificate that a policy of insurance has been issued, at the time of execution of this agreement. This policy is subject to approval by LESSOR.

(Continued)

Room Rental Agreement

The premises are to be used for non-commercial purposes only unless otherwise allowed by LESSOR. LESSOR shall be the sole authority for determining which purposes are commercial.

SPECIAL CONDITIONS:

LESSEE agrees to accept all terms and conditions of this agreement. Any decisions affecting any matter not herein expressly provided shall rest solely within the discretion of the LESSOR.

Contract must be signed and returned to the Kenai CVB to ensure facility is held. A signed hardcopy will be forwarded to LESSEE.

Billing Contact: _____ Phone: _____

Billing Address: _____ Fax: _____

City/State/Zip: _____ Total Due: _____ Date: _____

Executive Director Approval: _____ Deposit Paid: _____ Date: _____

Balance Due: _____

LESSOR:

LESSEE:

Kenai Convention and Visitors Bureau, Inc.

Kenai CVB Representative's Signature

Lessee's Representative Signature

Printed Name

Printed Name

Date

Date

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