

CITY OF SAINT PAUL

ALASKA

FACILITIES USE AGREEMENT

Applicant Name		User Na	ame	IF DIFFEI	RENT THA	N APPI	LICANT
Mailing Address	City			State		Zip	
Applicant Contact Number		Email					
Date and Time of Event							
Description of Event							

FACILITY USE FEES

Resident

Organization/Business

	(Minimum 4hrs)		(Minimum 4hrs)	
	# Hourly	# Daily	# Hourly	# Daily
Community Hall	\$13.00	\$104.00	\$28.00	\$225.00
Kitchen	N/A	\$104.00	N/A	\$250.00
Conference Room	\$13.00	\$150.00	\$28.00	\$225.00
Internet Access	\$13.00	\$104.00	\$28.00	\$200.00

FACILITY USE TERMS AND CONDITIONS

- 1. **Facility Use Fee.** Applicant agrees to pay to City a facility use fee in the amount of \$______ for the use of the facilities checked above. The Facility Use Fee must be received by the City at least 5 days before the event date. If the facility use fee is not timely received by the City, this Agreement shall be automatically void and Applicant shall have no right to use the facility. Cancellations must be received at least 1 business day prior to the event date.
- 2. **Violation of Federal, State or City Laws.** Applicant shall not violate any Federal, State, or local law. Applicant shall not allow any Federal, State, or local law to be violated.

3. Facility Cleaning and Alterations.

- a. Other than arranging tables, Applicant shall not make any alterations to the Facility, any fixtures, building systems, or equipment.
- b. The facility shall be left in a clean, safe condition and restored to pre-event conditions by 5:00 p.m. on the next business day (spills cleaned up, floors done, trash taken out, tables put back, decorations taken down etc.).
- c. The Applicant shall remove from the facility all property and materials belonging to the Applicant. Items not belonging to the City will be disposed of after 15 days if not picked up upon notice.
- d. If Applicant damages the facility, the City shall make the repairs and restorations to the facility. Applicant shall reimburse the City for any repairs or restoration necessary to repair damages to the facility caused by Applicant or the attendees of the event no later than 30 business days after the City presents Applicant with a written statement or invoice reflecting the nature and costs of the repairs.
- e. Specific <u>limitations</u> apply as to the use of tape, balloons, glitter, markers, staples, tacks, nails, other such materials, and signage. Decorations must be fire retardant. Applicant should consult with the City Clerk for a full overview of allowable decorations and signage items and to appropriately accommodate Applicant's needs.

f. All decorations signage must be removed by the Applicant immediately following the event.

Cleaning supplies shall be provided by the City. Labor for cleaning shall be provided by the Applicant. Arrangements to access cleaning supplies during non-business hours should be made prior to the event. Should Applicant fail to return premises to pre-event condition within the specified period, damage and cleaning costs will be invoiced to the Applicant.

- 4. **User's Property.** The City does not insure the personal property of the Applicant, its employees, agents, guests or attendees against damage or loss by any means. User assumes the risk of any such damage or loss.
- 5. **Event Fees.** Applicant may collect an entrance fee for the event.
- 6. **Crowd Control and Use of Attendants.** Applicant is responsible for crowd control. All events must have a minimum of two responsible adults that must be present as attendants throughout the event. At least one attendant will have a form of communication that they can use to notify Public Safety/VPSOs in case of an emergency. After daylight hours, each attendant shall have a flashlight.
- 7. **Restrooms.** The public restroom is on the second floor if the event is in the Community Hall and located on the ground floor next to Public Safety if the event is in the Conference Room. <u>Applicant shall be responsible for cleaning the public restroom after the event.</u>
- 8. **Tobacco and Alcohol Use.** Tobacco and alcohol use are prohibited in City facilities. NO smoking, or vaping may occur within <u>50 feet</u> of the exterior entrances. Direct your guests to the smoke hut on the North side downstairs. Cigarette butts littering the ground outside of the community hall is not appreciated and may impede future use.
- 9. **Emergency Notification.** Applicant will notify Public Safety/VPSOs in advance of the event and may be called upon in case of an emergency.
- 10. **Curfew.** Applicant will ensure that all event attendees observe curfew per City ordinance, unless otherwise arranged.
- 11. No Weapons/Firearms. All weapons and firearms are strictly prohibited in City facilities.
- 12. **Indemnification.** <u>YOUR OR YOUR ORGANIZATION NAME</u> shall indemnify and hold harmless the City of Saint Paul, its officials, employees and volunteers, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the building, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortuous act or negligent act or omission of its employees, agents, volunteers or subcontractors.
- 13. **Insurance.** When appropriate, Applicant must furnish a Certificate of Insurance naming the City of Saint Paul as an Additional Insured on a General Liability Insurance Policy. The insurance policy shall provide a limit of liability equal to or more than \$2,000,000 per occurrence. The insurance must be from a duly licensed insurance company authorized to do business in Alaska. If the Applicant does not have liability insurance; the Applicant may acquire event specific liability coverage for event via Tenant User Labiality Insurance Program (TULIP) by going to https://akpei.com/tulip/. The facility use rate cost will be adjusted to deduct the cost of the insurance from the rental rate but only up to the total amount of the rate being charged.
- 14. **Right to Modify.** The City reserves the right to modify these insurance requirements at any time without any advance notice, including limits, based on the nature of the risk, prior experience, prior events, insurer, coverage, or other special circumstances.

15. Additional or Special Conditions.								
Applicant Signature	Date	\$Amount owed						
City Clerk	Date	Payment Received by	Date					