

By signing this agreement-Facility User agrees to the following: *(Please initial each section in the underlined area, indicating your agreement to comply with all statements herein.)*

Initial

- \_\_\_\_\_ I. **Payment**
- A. Deposit- the deposit stated is due at the time of the completion of this agreement. The Deposit will be returned to the Facility User upon satisfactory inspection of the rental facility area after use. Portions of the deposit will be retained to compensate for any damages or additional clean up cost attributed to the Facility User.
  - B. Rental Fee - The rental fee is due in full at least 30 days before the date of use unless the Agreement is completed closer to the date of usage, in which case the fee will be due and payable during submission of the Agreement.
  - C. Cancellation/Refund- If cancellation by either party is more than thirty (30) days before the scheduled use of the facilities, the rental fee and deposit will be returned. If Facility User cancels 15 to 30 days prior to the scheduled use, At&t Sports Center will retain a 10% cancellation fee. If Facility User cancels within two (2) weeks of scheduled use, the At&t Sports Center will assess a 25% cancellation fee.
  - D. Returned Checks – There will be a \$30.00 fee for any returned checks.
- \_\_\_\_\_ II. **Set-Up, Clean-Up, Caterers – Decorations & Rented Equipment**
- A. Set-Up – Access to the facilities for setting up, including Caterers set-up, will be during the hours stated on the Agreement ONLY. A written schedule of Set-Up or Load-In/.Out must be provided to General Manager of At&t Sports Center at least ten (10) days before the scheduled use date. We do not provide tables, chairs, linens, silver, or tableware. The At&t Sports Center sole staff responsibility is to supply trashcans and liners for areas of use, lights, and restroom facilities. NO other areas are available for use but rental use areas. At&t Sports Center staff will not be responsibility for moving, setting up, or taking down any equipment.
  - B. Clean-Up – The premises must be left in as good a condition and repair as found at the beginning of the rental period. All food, beverages, equipment, and rented supplies must be removed from the premises immediately after each use of the facilities AND NO LATER THAN THE END TIME STATED ON THE FACE OF THIS CONTRACT, or you will be charged an excess fee. Any catering areas used must be cleaned and left in an “as found or better” condition. All trash must be removed from the building and placed in an appropriate dumpster or other outside container. All floors must be swept and/or vacuumed after use of space. Facility User must immediately take care of any major spillage. If Facility User is unable to remove spillage, At&t Sports Center will have area professionally cleaned at Facility User’s expense.
  - C. Decorations – Except with prior written consent from General Manager of At&t Sports Center, Rental shall not (a) cause or permit the facilities to be injured, marred, or in any manner defaced, altered, or changed; (b) place any nail, hooks, screws, or other fasteners into any part of the facilities; (c) place or permit to be placed signs on painted walls in any part of the facilities. No decorations such as posters, pictures or banners are to be fastened to walls, woodwork or curtains inside or out.
  - D. Rented Equipment – All rented equipment and supplies must be delivered the day of the event during the hours specified on the face of the Agreement and picked up before 10:00am the following morning, unless special arrangements have been made with the General Manager in writing.
  - E. Caterers – Caterers must have proper license and liability insurance coverage. There will be NO Preparation of raw food or refrying of fully prepared foods. At&t Sports Center requires that a copy of the Caterer’s Certificate of Insurance be made available for its files at least two (2) weeks prior to scheduled use.
- \_\_\_\_\_ III. **Food, Beverage and Products**
- A. Alcohol - Alcoholic beverages may be served in the facilities so long as the Facility User applies for, receives and displays the proper permits as required by law. YOU MUST HAVE A PERMIT TO SERVE ALCOHOL.
  - B. Concessions – At&t Sports Center reserves the right to operate, license or permit others to operate any and all concessions in the At&t Sports Center facilities.
  - C. Tobacco – No smoking is permitted in any part-including parking lot of At&t Sports Center facility.
- \_\_\_\_\_ IV. **Destruction and Damage**

- A. Damage – If anyone damages the facilities or artwork during the rental period, facility User shall pay for all necessary repairs. This includes any damage to technical equipment, when operated by anyone other than those authorized staff members of At&t Sports Center.
- B. Destruction – If At& T Sports Center facilities are destroyed or damaged by fire or any other cause or unforeseen occurrence that shall make the fulfillment of the Agreement impossible, then this Agreement shall terminate, payments will be returned and Facility User waives the rights to any claims against At&t Sports Center.

\_\_\_\_\_ V. **Facility Use**

- A. Compliance – Facility User agrees that any use of the At&t Sports Center facilities will comply with all statutes, ordinances, rules, and regulations issued by Federal, State, and municipal governments, including all rules of the Matanuska-Susitna Borough Police and Fire Departments.
- B. Hazardous Material – Facility agrees not to bring on the premises any material, substance, equipment or object which is likely to endanger the life or, or cause bodily injury to any person or property or which is likely to constitute a hazard.

\_\_\_\_\_ VI. **Responsibility and Indemnity**

- A. Conduct – The conduct of all program participants and spectators while on At&t Sports Center property shall be the responsibility of the Facility User. Facility User also accepts all responsibility for any injury to person (s) or property, or loss of or damage to property or theft of personal property or artistic content on At&t Sports Center premises during the rental period, or resulting therefrom. Failure by any individual or group to follow all applicable rules and regulations will be cause for eviction. At&t Sports Center retains the right to evict objectionable persons from the premises. Repeated violations may result in denial of future reservations requests.
- B. Indemnity – Facility User shall release, indemnify, keep and save harmless, At&t Sports Center, its agents, officers, or employees from any and all property damage proximately caused by, incident to, resulting from, arising out of, occurring in connections with, the use by the Facility User of the premises. The provisions of this section shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses, including reasonable attorney’s fees.
- C. Building Safety & Capacity – the Facility User will not sell or distribute tickets to events in excess of the building capacity or admit a larger number of persons than can safely and freely move about in the rented areas.
- D. Exits – No portion of any passageway, or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked or bolted while the facility is in use. All designated exits shall be maintained in such manner as to be visible at all times.

**By signing this Agreement, the Facility User acknowledges having read and comprehends this contract, and understands that this Agreement is binding on both parties and the organizations they represent.**

**Facility User:**

**At&t Sports Center:**

**Signature** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Organization** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

