

CRBRHA Enterprises, LLC
PO Box 89, Glennallen, AK 99588
Facility Use Agreement
Glennallen Community Center

Organization Name: _____

Contact Name: _____

Address: _____

Best Phone: _____ Alternate Phone: _____

Email: _____

Event Information

Name of Event: _____

Purpose of Event: _____

Host (Circle): For-profit organization / Non-profit organization / Artist / Other

Estimated # attendance: _____ Privacy: Public / Private

Alcohol served: Y / N Security planned? Y / N

Spaces requested:

Gymnasium Fitness Center Conference Room

Outdoor Space: _____

*Date(s) of use: _____ Start time: _____ End time: _____

*Include set-up and clean-up time. Must book a minimum of three hours.

Other Notes: _____

Refundable Cleaning Deposit: \$ _____

Total fees as requested: _____ Payment Method: Check / E-Payment

STAFF USE: Adjustments: _____

STAFF USE: Total Due: _____ Payment due in full by: _____

Glennallen Community Center Space Use Agreement

This Space Use Agreement (“Agreement”) is entered into between CRBRHA Enterprises, LLC and _____ (“User”), for the nonexclusive access to and use of that portion of Glennallen Community Center, Glennallen, Alaska, identified in the Space Rental Request Form attached hereto (the “Facility”).

Required Documentation

- Space Rental Request Form
- Signed Space Use Agreement
- Certificate of Insurance – see insurance section for requirements.
- Food or alcohol permit(s), if applicable.

General Conditions

1. User will ensure that the Facility is not misused or abused and that activities undertaken by User are carried out with proper supervision.
2. No representations or warranties as to the suitability of the Facility for the uses intended by User have been made or are implied.
3. User acknowledges that potential environmental hazards including lead-based paint and asbestos have been detected in or about the Facility, and that use of the Facility and possible exposure to any such environmental hazards is at User’s own risk.
4. User accepts the Facility in as-is condition. User has inspected the Facility and independently determined that it is suitable and safe for its particular purpose.
5. No subletting of the space is permitted under this Agreement.
6. User acknowledges that the Facility fire alarm system is a local alarm only. The User shall not tamper with, deactivate, or alter any part of the facility alarm system without prior express written permission from Owner.
7. If applicable, additional provisions specific to User’s use of the Facility are included with the attached Space Use Agreement Addendum, the provisions of which are incorporated herein.
8. User shall at all times comply with the provisions of all applicable COVID-19 or other public health guidelines imposed by any government authority or by Owner, including but not limited to masking and physical distancing requirements. Any Owner-imposed restrictions will be relayed to User as soon as practicable.

Fees

ROOM	HOURLY RATE	MAXIMUM OCCUPANCY
Conference Room	\$200.00	128 person
Gymnasium	\$250.00	634 person
Entire Building	\$450.00	762 person

ROOM	DAY RATE	MAXIMUM OCCUPANCY
Conference Room	\$450.00	128 person
Gymnasium	\$650.00	634 person
Entire Building	\$900.00	762 person

1. Full payment of all fees is due upon the submission of a Space Use Agreement.
2. User will be required to pay a refundable cleaning deposit of \$200.00 at the time of the rental agreement submission.
3. Time for set-up and clean-up is subject to the use fee and must be included in the Space Rental Request form.
4. Failure to vacate the reserved space at the conclusion of the reserved time will result in User's responsibility for payment of any additional rental fees at the current rate. The
5. Refunds will not be provided in the event of User's failure to occupy the space for the entire time reserved.
6. Additional fees will be applied for equipment usage:
 - a. Tables (rectangle and round tables) \$18 per table
 - b. Chairs (padded) \$2.50 per chair
 - c. Linens (rectangle and round) \$20 each

Insurance

User shall, at its sole cost and expense, maintain during the dates and times of use of the Facility:

(i) Public liability insurance with a single liability limit of \$1,000,000.00 insuring against all liability of User, Owner, and each of their authorized representatives arising out of or in connection with the User's use of the Facility; (ii) Property damage insurance covering the facility of not less than \$1,000,000.00 per occurrence/general aggregate limit; and (iii) If applicable, worker's compensation coverage as required by AS 23.30.045 and employer's liability insurance with policy limits of not less than \$1,000,000.00 per accident/disease.

User must provide an acceptable Certificate of Insurance evidencing the coverages listed above at least seven (7) days prior to the event. Failure to provide the required certificate will be deemed User's cancellation of this Agreement. All certificates must include the following:

- **CRBRHA Enterprises, LLC (Mile 111 Richardson Highway, Glennallen, AK 99588) shall be listed as the certificate holder and named as an additional insured. Additional Insured Endorsement is required.**
- **Coverage shall be primary and non-contributory.**
- **Subrogation Waiver is required.**
- **Glennallen Community Campus, Glennallen, AK 99588 shall be listed as the location of the event.**
- **The named insured must match the name of the User in this Agreement.**

Any individual may be able to purchase event liability insurance from their homeowner or auto insurance carrier. If these carriers are unable to provide a certificate of insurance, event insurance may be purchased from a commercial insurance carrier. A business or internet search for "event insurance" will yield multiple options.

Room Capacity

The total number of people using the rented space shall not exceed the capacity listed for the room. Rooms must adhere to seating and standing Fire Code Restrictions.

Conference Room: 128 person maximum

Gymnasium: 634 person maximum

Entire Building: 762 person maximum

Room capacity may be reduced based on User's configuration of the room. Room capacity shall at all times comply with all applicable government or Owner-imposed capacity restrictions in place at the time of use. Any Owner-imposed restrictions will be relayed to User as soon as practicable.

The maximum room capacity may be adjusted by Owner to ensure and adhere to social distancing in accordance with the CDC guidelines or mandates during a pandemic.

Decorations

- The User may decorate the space, but they may not hang decorations in a way that may damage the walls or any part of the premises. The use of duct tape, scotch tape, staples, push pins, or glue to place signs or decorations anywhere in the facility is prohibited. Use of masking tape, command strips or other adhesive that will not damage paint is allowed. The User will be held responsible for any damage to the premises resulting from their decorations.
- Any and all usage of candles or open flames is prohibited in the facility.
- For art shows or other events, the User may request Owner's permission to hang art with nails. Approval is such requests is at the discretion of Owner and will be conditioned upon User's agreement to spackle and paint any holes made from hanging art and restore the wall to their original condition.

Food Policy

- Private events (invite only; not advertised to the public) do not require a food permit.

Clean-Up

- The premises must be returned to its original condition. Damages to the facility by the User, its guests, volunteers, vendors, or attendees shall be assessed fees to replace and/or repair damages. The cleaning deposit is fully refundable at the end of the rental time if all the rented areas are clean and free of damage.
- User will be responsible for removing decorations, vacuuming or sweeping rental areas, wiping down tables and chairs, and returning tables and chairs to the appropriate location.
- Any spills must be cleaned up immediately.
- No trash shall be left anywhere in the rental area, including in the Outdoor Space if it is used by event guests. After picking up all trash, the User must empty all trash cans in the rental area and throw trash bags in the dumpster located in the parking lot.
- Additional fees will be charged in half hour increments for pre- or post-event use not previously negotiated in the Use Agreement.

Security

- CRBRHA may require security personnel and a security plan dependent upon the type and size of the event. The User must obtain security that is licensed, bonded, and insured.

Cancellations

All cancellations must be submitted in writing and will be eligible for a refund or billing according to the following schedule:

30 or more days	100% refund
0-29 days	0% refund

User's failure to submit the required certificate of insurance will be considered User's cancellation of this Agreement under this section.

In case of emergency, unforeseen circumstances, or for reasons beyond Owner's control, including but not limited to natural disaster or public health-related closure mandated by a governmental body or Owner, Owner reserves the right to cancel this Agreement prior to the event's scheduled time. In the event of such cancellation, the full refund of User's rental fee shall be the sole recourse of User. In no event will Owner be responsible for any incidental, consequential, or any other damages resulting from such cancellation.

Emergency Exits and Evacuation

A short emergency exit/evacuation briefing must be given before each gathering/event. The User must point out all emergency exits to attendees.

Briefing statement:

In the case of an emergency that requires evacuation of this building, please proceed in a calm and orderly manner to the nearest, safest exit. There are two exits available from Glennallen Community Center: the main front doors and one on the southwest side of the room. Exits are clearly marked with luminous "Exit" signs.

The User shall identify a location to meet at outside of the building to accurately account for all individuals inside the building.

User has read and agrees to the provided policies. I as the User, am responsible for understanding and following all of the rules listed in the provided Agreement.

User understands that Owner is not responsible for any loss or damage to person or property caused upon or around the Facility, unless such liability is directly caused by Owner's intentional wrongful act or omission. User agrees to save, indemnify, and hold the Owner harmless against any and all liability, claims, judgments, or demands, including those arising from injuries or deaths of any persons and damage to property, arising directly or indirectly out of Owner's obligations under this Agreement or any activities undertaken by User in connection with this Agreement, excepting only claims arising through the sole willful misconduct of Owner.

User acknowledges that Owner cannot prevent User or User's guests from being exposed to or infected with COVID-19 while using the Facility. User hereby releases Owner from any and all liability for unintentional exposure or harm due to COVID-19.

GLENNALLEN COMMUNITY CENTER USER	CRBRHA Enterprises, LLC Representative
Print name _____	_____
Signature _____	_____
Date _____	_____

To be completed by CRBRHA staff

Check boxes for documents received (strikethrough if N/A):

- | | |
|---|--|
| <input type="checkbox"/> Space Rental Request Form | <input type="checkbox"/> IRS tax exemption |
| <input type="checkbox"/> Signed Space Use Agreement | <input type="checkbox"/> Alcohol permit |
| <input type="checkbox"/> Signed Addendum | <input type="checkbox"/> Food permit |
| <input type="checkbox"/> Certificate of Insurance | <input type="checkbox"/> Approved? |

Other Notes: _____

INDEMINIFICATION

In consideration of my use of the exercise equipment and facilities provided by the company, I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that the company and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of the company.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge the company, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold the company harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that the company does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by the company regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that the company is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

Date: _____

Signature: _____

Print Name: _____