



City of Adak

P.O. Box 2011 • Adak, Alaska 99546
(907) 592-4500 • Fax: (907) 592-4262

Facility Rental Agreement

(Residents, profit, and non-profit organizations)

This Rental Agreement, dated _____, 20__ by and between the City of Adak and _____ (name), _____ (address) _____ (phone) (the Renter). In consideration of the mutual covenants and conditions herein, the parties agree as follows:

1. FACILITY. The City rents _____ to Renter for the event described below.

2. EVENT. Renter will use the Facility for the following event:

3. DATE and TERM. The date of the Event will be _____ from _____ (a.m./p.m.) until _____ (a.m./p.m.) or for the following Rental Period(s): *Insert the date(s) and time(s) when the Renter will be allowed to use the Facility:*

4. RENT. Renter will pay the City a rental fee of \$_____ at the signing of this Rental Agreement. Renter will also pay the City a security deposit of \$_____ at the signing of this Rental Agreement.

5. OBLIGATIONS OF RENTER. At the end of the rental term, Renter will return the Facility to a neat, orderly, and clean condition. Renter will be responsible for, and liable to, the City for all repairs to the Facility required as a result of damage caused by Renter and/or Renter's guests.

6. OCCUPANCY. Occupancy of the Facility will be limited to _____ persons.

7. SMOKING. Smoking is prohibited in the Facility.

8. ADMISSION. Renter shall not charge admission to any guests or persons on the premises.

9. INSURANCE. Renter will procure and maintain at its sole cost and expense, comprehensive general liability in which the City of Adak is an additional insured with combined single limit coverage of \$1,000,000 per occurrence and \$1,000,000 in the aggregate. Renter will furnish the City with a certificate of insurance prior to the Event. Adak-based non-profit organizations will be exempt from the liability insurance requirement on a case-by-case basis. Rental by individual residents will also be exempt from the liability insurance requirement.

10. RETURN OF SECURITY DEPOSIT. Within three days following the Event, the City will inspect the Facility. If Renter and guests have not caused any damage to the Facility, the City will return the security deposit to the Renter by first class mail within seven days. If Renter and/or guests have caused damage to the Facility, the City may retain all or a portion of the security deposit. If the City retains any of the rental deposit, it will give written notice to Renter specifying the amount retained and the reasons therefore. The City's remedies for damage shall not be limited to retention of the security deposit and the City may pursue any additional remedies authorized by law to recover its damages or losses.

11. ALCOHOL. If alcohol will be furnished, served, or consumed at the Event, Renter agrees to the following additional terms:

- A. An additional security deposit of \$100 is due at the signing of this Rental agreement.
- B. Renter and/or Renter’s guests shall not provide alcohol to persons under the age of 21 or to persons who are already intoxicated. Renter and/or Renter’s guests shall require proof of age of all persons prior to serving them alcohol.
- C. Renter acknowledges the City does not condone the irresponsible use of alcoholic beverages. It shall be the Renter’s sole responsibility to monitor the use of alcoholic beverages by Renter’s guests.

12. INDEMNIFICATION AND HOLD HARMLESS. Renter agrees to indemnify and hold the City, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the Facility by Renter and Renter’s guests, agents, or employees.

13. ASSIGNMENT. This Rental Agreement is not assignable to any other person or entity.

14. CANCELLATION. The rental fee will not be refunded if notice of cancellation is received less than five days before the Event, unless the Facility is subsequently rented for the same date. The security deposit will be refunded if the Facility is not used. In the event an incident occurs that may render the Facility unusable, the rental fee and security deposit will be refunded.

15. RIGHT OF ENTRY AND TERMINATION. The City, its officers, agents, and employees shall have the right to enter the Facility at all times during the Event to confirm Renter’s conformance to this Agreement. If the City determines, in its sole judgment, that Renter has breached a term of this Agreement, the City shall have the right to immediately terminate this Rental Agreement prior to the expiration of its term and prior to the conclusion of the Event without any refund to Renter.

16. CONFORMANCE WITH THE LAW. Renter agrees the Renter will abide by and conduct its affairs in accordance with the City of Adak Facility Use Policy and all laws, rules, regulations, and ordinances, including those relating to alcohol consumption and noise. Renter shall not engage in or allow any illegal activity to occur at the Facility.

The parties have executed this Agreement at Adak, Alaska on this ____ day of _____, 20__.

CITY OF ADAK
By _____
(Duly authorized agent)

RENTER
Address _____

| | DEPOSIT | RENT |
|---------|---------|------|
| Amount | | |
| Payment | | |
| Date | | |
| Refund | | |

Guidelines for return of security deposit:

- No confetti.
- All decoration must be removed. This includes tape, tacks, etc.
- All furniture must be returned to its original location.
- All floors must be swept/vacuumed and clean. Any spills must be wiped up and/or spot cleaned.
- Fireplace ash and unburned materials must be properly disposed of.
- Thermostat, if available, is to be turned down to 50 in the winter and off in the summer, unless otherwise instructed.
- All lights must be turned off and no water is to be left running.
- All doors and windows must be locked.
- Renters have until 5:00 PM the following day to have the premises clean.
- The building closes at 5:00 PM unless prior approval is received.
- All beverages must be kept in the rented area.
- Any dishes used must be washed, dried, and put away. Stove must be cleaned if available and used.
- All garbage is to be removed and disposed of properly.