

Log Cabin Agreement

GENERAL TERMS AND CONDITIONS OF USE AND OPERATIONS

1. Public Safety: User agrees that at all times he/she will conduct his/her activities with full regard to public safety, and will observe and abide by all applicable regulations and requests, by duly authorized governmental agencies responsible for public safety, and the COB to assure such safety. User hereby assumes full responsibilities for the character, acts and conduct of all persons admitted to the premises or to any portion of said premises with the consent of the COB or with the consent of any person acting for, or in behalf of User.
2. Rules and Regulations: User will abide by and conform to all rules and regulations adopted or prescribed by the COB for the protection, control, and management of the premises. The premises and the keys thereof shall be at all times under the charge and control of the Parks & Recreation Department Director.
3. Laws and ordinances: User will comply with all laws of the United States, the State of Alaska, all city ordinances and all lawful orders of the police and fire departments or any other city authorities; and will obtain, and pay for all necessary permits and licenses during the term of this Agreement in violation of any such laws, ordinances and rules of order.
4. Seating Capacity: User shall not admit to premises, a larger number of persons than can safely and freely move about in said premises, and the decision of the COB in this respect shall be final. The Fire Marshall has determined for this premises that no more than 60 people are allowed at one time. It is further understood and agreed that User will keep all passageways and fire exits clear at all times; and that the grounds, entries, halls, abutting streets, and all ways of access to the public utilities of said premises shall not be obstructed by User or used for any purpose other than for access to and egress from demised premises.
5. Responsibility for Property in Building: The COB assumes no responsibility whatever for any property placed in said premises, and User hereby expressly relieves and discharges the COB from any and all liability for any loss, injury, or damage to persons or property that may be submitted by reason of the use of occupancy of said premises, or any part thereof, under this Agreement and all watchmen or other protective services desired by user must be arranged for by special agreement with the COB, at the sole cost and expense of the User or as stipulated in such agreement.
6. Damage or Defacement of Building or Premises: That said User shall not injure nor mar, nor in any manner deface said building or premises, and shall not cause, not permit, anything to be done whereby said building or premises shall be in any manner injured or marred or defaced; nor shall any nails, hooks, tacks, or screws be driven or permitted to be driven, in any part of said building, or allow to be made any alteration of any kind therein without prior approval. **That if said premises or any portion of said building or grounds, during the term of this permit, shall be damaged by the act, default, or negligence of User or by User's**

Log Cabin Agreement

- agent, employees, patrons or any person or persons admitted to said premises by User, the User will pay to the COB upon demand, such sum as shall be necessary to restore said premises to their original condition.**
7. Care of facilities: User agrees to cause said premises to be kept clean during the term of occupancy and to return the Log Cabin to the same condition as accepted.
 8. Signs and Posters: User will not post, or allow to be posted, any signs in or on said premises, except upon such display areas as the COB may provide, use of such areas is non-exclusive right. All materials are subject to approval by the COB.
 9. Advertising: User agrees not to allow any advertising media, in advertising the event for which User is granted this permit, to imply that the COB is sponsoring such event, unless the event is in fact co-sponsored by the COB.
 10. Right to Enter: The COB does not relinquish and does retain the right to enforce all necessary laws, rules and regulations for the management and operation of said premises. The COB retains the right to enter the premises at any time, and on any occasion, without any restrictions whatsoever.
 11. Interruption or Termination of the Event: The COB retains the right to cause the interruption of any event in the interests of public safety and to likewise cause the termination of such event when in the sole judgment of the COB, such act is necessary in the interest of public safety. User hereby waives any claim for damages or compensation should this Agreement be so terminated.
 12. Default by User: User further agrees that if any default is made in the payment of rent, or any part thereof, at the times above specified, or if any default is made in the Agreement herein contained, this permit and the relationship of all parties at the option of the COB, shall cease and terminate; and the relationships of the parties shall be the same of all persons thereof, and resort to any legal proceedings to obtain such possessions; and the said User shall, notwithstanding such reentry, pay the full amount of said rental as herein agreed to be paid.
 13. Decorative materials: must have the prior approval of the COB.
 14. Objectionable Persons: The COB reserves the right to eject or cause to be ejected from the premises any objectionable person(s) and neither the COB nor any of its officers, agents or employees, shall be liable to the User for such damages that may be sustained by User through exercise by the COB of such right.
 15. Additional Guidelines: The COB reserves the right to cancel a function if the name of the group or the exact nature of the event varies from that originally agreed upon. If the facility is used for fundraising or to generate a profit, an additional 6% sales tax, after expense profits, will be remitted to the City. Additional cleaning deposit and general use policies will continue to apply. **Dances will not be permitted in this building.**
 16. Tobacco and Alcohol Policy: *Use of **all** tobacco products is prohibited within the facility. The COB has zero tolerance to alcohol and drugs. Distribution and consumption of any alcoholic beverage is strictly prohibited.*

Log Cabin Agreement

INDEMNIFICATION:

1. To the fullest extent permitted by law, the User shall indemnify, defend, and hold harmless the City of Bethel, its officers and employees, from and against any and all claims for injury and death to any person or property damage to any property (including claims of employees of User, or of any contractor or subcontractor) resulting directly or indirectly from any act, incident or accident occurring in, upon, or about the premises of the Log Cabin as a result of the acts, errors, or omissions, of the User or its agents, or arising in connection with operations, use or occupancy, of the premises by the User.
2. The User hereby expressly waives any and all claims, of whatever nature, for any and all loss, or damage sustained, from any cause whatever, prior, during or subsequent, to the use period, by reasons of any defect, deficiency, failure or impairment of the premises.

INSURANCE:

CERTIFICATE OF INSURANCE REQUIREMENT

1. The City of Bethel must be listed as additional insured. In the event someone from another party gets injured at no fault to the City of Bethel, the City will be covered under that certificate while on our premises.
2. The COB requires the user to provide proof of general liability insurance from a reliable insurance company authorized to transact business in this state and subject to suit in Alaska.
3. The COB and the User must be named as Insurers on said policy, with minimum policy limits of: \$500,000 per occurrence, \$1,000,000 aggregate.
4. Worker's Compensation and Employer's liability as required by A.S. 23.30.045.
5. Automobile liability insurance if any User's vehicles are used on City of Bethel property.
6. User agrees to furnish, and place on file with the COB, a copy of said policy, or a certificate that a policy of insurance has been issued within 30 days prior to the Event, the same to be subject to approval of the COB.
7. User shall not do or permit to be done, anything in or upon the building or any part thereof, or in any way increase the rate of insurance upon the building or on the property kept therein.

Log Cabin Agreement

There is no janitorial service for the Log Cabin building. In an effort to keep the rental costs to a minimum, everybody has to clean up the building before they leave. There will be a clipboard and check-off list for you to follow on the coffee table in the main room.

Check off list when you use the Log Cabin:

- Make sure that the doors are locked at both ends of the building before you leave.
- Make sure that the windows are closed and locked before you leave.
- Please put away the tables and chairs.
- Please empty the trash cans-main room, kitchen, and both bathrooms. (There is always a dumpster close to the Parking Lot).
- Please vacuum the carpet and/or sweep the kitchen floor. The vacuum, broom and dustpan are in the utility room (in the hallway).
- Please wash your dishes, clean the coffee and teapots, serving table, etc. that you have used.
- All of the extra supplies for the building are located in the large wood cabinets, or under the sink in the kitchen.
- Can return keys at City Hall & Log Cabin (8am-4pm Monday through Friday) If you have any problems at the Log Cabin, please call Matt's work cell 545-4901.

Log Cabin Agreement

A. PARTIES

This agreement made and entered into this _____ day of _____, 20____ between the City of Bethel, hereinafter referred as the COB, and _____ hereinafter referred to as the User. It is understood and agreed that the term "COB" will, throughout this Agreement refer to the duly appointed representative of the City of Bethel.

B. PREMISES

COB, under the terms and conditions of this Agreement, grants to User the non-assignable right to use and occupy the portion of the Log Cabin described as follows:

Main Room _____ Kitchen _____ Both _____

C. PURPOSE

The aforementioned premises are to be used solely for the purpose of: _____

Estimated attendance: _____

D. USE DATE

Move in date & time: _____ Move out date & time: _____

E. FEE TERMS

Basic Fees: User agrees to pay the COB, for the use of the premises or services,

\$ _____ for the event date.

F. SETTLEMENT

Final fee payment and settlement shall be made on Reservation date.

G. OTHER FEES

Cleaning Fee: \$200 refundable deposit in check form made out to the City of Bethel. This check will be held until the premises have been checked after event. If the building is Ok, the check will be given back or destroyed. **Cleaning fee can be WAIVED if a copy of current LIABILITY INSURANCE is on file.**

USER REPRESENTATIVE

Name/Organization _____

Address _____ City _____

Telephone _____ Fax _____

Signature: _____ Date: _____

Title: _____

CITY OF BETHEL REPRESENTATIVE

Signature: _____ Date: _____

Title: _____