



TED FERRY CIVIC CENTER

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TERMS AND CONDITIONS FOR USE OF CIVIC CENTER

The Tenant leases those areas described on the Use Agreement (the Leased Area) for the date(s) and times specified on said Agreement under the following terms and conditions:

RESERVATION PROCEDURES

1. Request for use of the Ted Ferry Civic Center facilities may be made up to twenty-four (24) months in advance of the first move-in day. The Facility Manager or his/her designee will review all written requests for exceptions. Consideration of exceptions will be based upon successful past rentals and the positive economic impact the event is anticipated to have on the City of Ketchikan.
2. Until a Use Agreement is signed and a deposit is received, a "space hold" reservation is considered tentative and non-binding. Courtesy "space hold" reservations may be allowed up to sixty (60) days to move to contract, unless challenged by another party. If challenged, the "space hold" group contact will be contacted immediately and allowed (72) hours to return an answer to release the reservation or deliver a signed Use Agreement. No reservation will be considered "definite" and binding until the Use Agreement has been completed and signed by tenant and the Facility Manager or his/her designee. Deposits for reservations not confirmed by the Facility Manager or his/her designee will be promptly returned without interest. Once a contract is signed by the tenant and the Facility Manager or his/her designee and the required deposit has been paid, the reservation is considered "definite" and binding.
3. A "definite" reservation created by a signed Use Agreement and deposit holds the facility for the dates and times specified. Additional fees and equipment incurred during the event itself will be reflected in a final invoice. Tenant has thirty (30) days to submit payment upon receipt of final invoice.
4. If tenant has a "definite" reservation and cancels ninety (90) days prior to the reservation date, a full refund of any reservation deposits will be made minus an Administrative Fee of up to \$50.00. Cancellations thirty (30) to eighty-nine (89) days prior to the reservation are liable for twenty-five percent (25%) of all room rental fees. Cancellations fifteen (15) to twenty-nine (29) days prior to reservation date are liable for seventy-five percent (75%) of all room rental fees. Cancellations made fourteen (14) days or less prior to reservation are liable for full rental costs.
5. Approval for use of the Civic Center will be made on a first-come, first-served basis and is based on appropriate space availability (consideration given to noise, attendance and facility occupancy) and space usage (size, security, audience, alcohol and content). Government and City resident requests for use will be given priority consideration for events. The City of Ketchikan has the sole right to schedule the Civic Center, and may schedule similar or competing events before, during and after the Tenant's use.
6. A certificate of General Liability Insurance may be required. If required, as reflected on the Use Agreement the Tenant shall, during the entire lease of the Civic Center, carry and maintain a policy of general liability in such amount as required on the Use Agreement, insuring against

any liability of the Tenant arising from or related to the use or occupancy of the Civic Center. The certificate evidencing such insurance coverage must be supplied to the Facility Manager or his/her designee no less than thirty (30) days prior to the event, must name the City of Ketchikan, Ted Ferry Civic Center, as additionally insured. Failure to obtain or maintain such insurance coverage shall be grounds for immediate termination of the Use Agreement.

7. The Group Contact will be required to finalize all floor plans no later than fourteen (14) days prior to any meeting or banquet and no later than thirty (30) days prior to any consumer show, trade show, concert, graduation, wedding, or other event to allow sufficient time for approval by Fire Marshall. A charge may be assessed for delayed approval or changes made to the Tenant-approved floor plan less than fourteen (14) days prior to any event.
8. All permitting and Fire Marshall's approval will occur through the Facility Manager or his/her designee through Use Agreement acceptance. No room set or occupancy may exceed facility and/or local rules and regulation. Fire exits and aisles must be kept clear at all times.
9. The Facility Manger or his/her designee(s) shall consider the safety, health and welfare of persons, and the security, preservation and orderly use of the City's facility as criteria for the granting of a rental contract. All applicable City ordinance, rules and regulations will be in effect.
10. The Use Agreement shall terminate on the time and date described on the Use Agreement. By the time of termination, the Tenant shall have removed all property belonging to Tenant, its officer, agents, employees and invitees. Failure to remove all property may result in forfeiture of the damage and cleaning deposits. In addition the Tenant shall be liable for all expenses, cost, lost rentals, and fees caused by such failure. The City, without notice and at Tenant's expense, may remove, store and dispose of any such property that remains at the Civic Center after the time and date of termination. Tenant shall pay storage fees and cost for disposal of such property.
11. In the event the Civic Center or any part thereof is destroyed or damaged, or if full compliance by the City with this Agreement is impractical due to: local emergency or US Coast Guard emergency (requiring use of the Civic Center as emergency headquarters); strike, shortage of supplies or equipment; damage or destruction to any part of the Civic Center; breakdown, damage, loss or failure of any equipment, facilities or utilities; failure of the City Council to appropriate funds for operations; or other cause, the City may terminate this Lease and any confirmed reservation. The tenant shall pay rent only to the time of such termination and shall receive full reimbursement of deposits if the termination occurs prior to the time this Lease would have commenced. The tenant waives any claim against the City, its officers, agents, employees and contractors for damages, losses, expenses or other claims arising from or related to such termination.

RENTAL CONTRACT

1. The tenant shall use the Leased Area only for the times and uses described in the Agreement. The Tenant shall not engage in nor permit any activity, which is illegal, which is disorderly or dangerous, or which threatens damage to the Ted Ferry Civic Center, its equipment or facilities.
2. The Facility Manager or his/her designee may immediately and without notice terminate this Agreement, may terminate the Tenant's use of the Civic Center and may eject the Tenant, its officers, agents, employees and invitees if in the Manager's or his/her designees opinion any activities or uses are illegal, disorderly, dangerous, damaging or otherwise in violation of the terms of this agreement. In the event of such termination, all rents, fees and deposits shall be forfeited and the Tenant shall pay to the City all costs, damages, claims, losses, and expenses arising from or related to such activities. The term Civic Center includes the building, grounds, parking lot, fixtures and improvements.

3. Rental hours are determined by a Council approved fee schedule with normal rental hours being 7AM – 12 Midnight and with a grace period until 12:30 AM. Overnight events must adhere to event-specific security requirements; including chaperones and possible the hiring of police officers or security guards. ABC Board and DEC requirements must be adhered to at all times.
4. All food served in the Civic Center at a public event must be approved by the Department of Environmental Conservation, Division of Food Safety and Sanitation. A Temporary Food Permit may be required.
5. The event rental contract includes:
 - a. Use of the contracted space(s) and non-exclusive use of all public areas including parking lot.
 - b. Use of existing heating, electrical, garbage, and water utilities. Additional charges will apply for electrical usage deemed excessive (in terms of kilowatt hours) and garbage that exceeds two (2) dumpsters per day for Entire Facility rental or ½ dumpster per individual area rental, including the kitchen at the current rates.
 - c. One-time set-up specified by Tenant-approved floor plan as designed by facility staff.
 - d. Staff member to be assigned to group from reservation to event tear-down.
6. No other goods or services are to be implied or inferred as included other than those listed within #5 above.
7. Use agreement can include, at applicable rates:
 - a. Table Linens
 - b. Dance Floor
 - c. Platforms
 - d. A/V equipment
 - e. Telephone/data lines
 - f. Pipe and drape
 - g. Many upgrades
8. All fees are based on an hourly facility rental according to a City Council-approved fee schedule. The Facility Manager or his/her designee will make determination of all applicable rates after review of group requirements.
9. Additional fees and equipment incurred during the course of the event will be reflected in a final invoice that must be paid within thirty (30) days of receipt.
10. If an event continues after scheduled ending time without approval by management, the group shall be subject to appropriate overtime rates and charges.
11. A post-function walkthrough will be required. The Civic Center staff will visually inspect the facility immediately following the function with a designated member of the group.
12. The Tenant shall clean the Leased Area to the extent required by the Building policies and shall clean such other areas of the Civic Center which in Civic Center staff's determination require more than routine cleaning due to use by the Tenant, its officers, agents, employees or invitees. Some or all of any damage or cleaning deposit may be retained by the City in the event the Leased Area or other areas within the Civic center are not cleaned by the Tenants required under this section. Tenant's liability under this section is NOT limited to the forfeiture of such deposits.
13. The City, its officers, agents or employees shall have no duty to provide security for the Tenant, its officers, agents, employees and invitees. The City may require Tenant to pay the cost of security personnel contracted for by the City for the purpose of providing additional security for the purpose of providing additional security for the city's property only. It is understood that any such security personnel are not responsible for the security of the person or property of Tenant, its officers, agents, employees and invitees and shall itself hire such security personnel as necessary for this purpose.

14. The City through its Facility Manager, Police Officers, Fire Department or other designated officials shall have free access and the right to enter any portion of the Civic Center at any time without notice.
15. Local and State Statutes apply to alcohol being served in the Civic Center. If Tenant intends to have alcohol at any event, it must be discussed with and approved by the Facility Manager or his/her designee at least thirty (30) days prior to the Event. All applicable licenses and insurance must be obtained for the event. The Civic Center reserves the right to close down any bar and cancel any event not complying with applicable regulations. In such cases, the tenant will not receive any refund of rental fees, and may be liable for additional charges as set forth in the Use Agreement.
16. At the end of the lease term, Tenant shall return the Leased Area and all equipment and facilities in the same condition as before the tenant's use, except for ordinary wear or tear. Damage fees are assessed in the following situations or as deemed necessary by the Facility Manager or his/her designee:
 - a. Removal of carpet stains requiring more than standard extraction techniques
 - b. Stains on walls
 - c. Broken furniture and/or equipment
 - d. Defacement of any part of the interior or exterior of the facility
 - e. Damage created by improper use of equipment or non-compliance of facility rules
 - f. Equipment found to be missing as a result of a group using the facility.
17. If the Civic Center or any equipment, or facilities of the Civic Center are lost, stolen, damaged or destroyed due in whole or in part to the acts or omissions of the Tenant, its officers, agents, employees or invitees, then the Tenant shall upon demand pay the City all amounts necessary to restore the Civic Center, equipment or facilities to their previous condition. The City in the event of such loss, theft, damage or destruction may retain some or all of any damage and cleaning deposits. Tenant's liability under this section is NOT limited to forfeiture of such deposits.
18. The Tenant shall indemnify, defend, and save harmless the City, its officers, agents, and employees from any and all claims, losses, injuries, deaths, costs, and liabilities arising out of the acts or omissions of the Tenant, its officers, agents, employees and invitees or arising from the use of the Civic Center by the Tenant, its officers, agents, employees and invitees excepting only claims, losses, injuries, deaths, costs and liabilities caused by the City's gross negligence. In addition, the Tenant shall indemnify and hold the City harmless from all damages, loss, theft, destruction or claims arising therefore to Tenant's property or to the property of Tenant's officers, agents, employees and invitees excepting only such damage, loss, theft, destruction or claims caused by the gross negligence of the City, its officers, agents or employees.

FACILITY RULES – All Rentals

1. Storage space is not available for groups using the facility. Please leave the facility and its contents in the same condition in which you found them.
2. The Civic Center is a non-smoking and drug-free facility. Use of tobacco products are NOT permitted in the facility. Patrons who wish to use tobacco products may do so outside of the facility.
3. Children must be supervised by an adult throughout the time that they are in the facility, unless children are in a supervised program.
4. Parking is allowed in designated parking spots only.
5. The Facility Administrator or his/her designee may assign a temporary loading zone for event supplier or vendor vehicles to load-in or load-out. Once loading is completed, these vehicles must be moved to designated parking spots or be subject to towing at the owner's expense.

6. The Civic Center is under the exclusive control of the City of Ketchikan Ted Ferry Civic Center. City employees have the authority and will enforce all rules and regulations governing the use of the Civic Center.
7. The Tenant is responsible for insuring their designee(s), event suppliers, vendors and attendees follow Civic Center Facility Rental Guidelines and assist Civic Center staff with enforcement as required.
8. The Tenant or his/her designee(s) must report safety hazards or any other event concerns to Civic Center staff as they become aware of them so proper corrective action can be taken.
9. Persons using the facility shall obey all posted signs.
10. No persons shall willfully mark, deface, disfigure, tamper with, displace or remove any part of the Civic Center.
11. Tenant may not permit any nails, hooks or screws to be attached into any part of the Civic Center and may not make alterations of any kind to the Civic Center or any equipment without pre-approval by Civic Center staff.
12. The City of Ketchikan will not be responsible for any property that is left on the premises by an individual or group using the Civic Center.
13. Courtesy and safety are mandatory. Equipment abuse, profanity, and fighting are unacceptable behaviors. The Ted Ferry Civic Center reserves the right to remove any person behaving in an objectionable manner, causing disruption to guests and/or staff, or a vendor with inappropriate or questionable displays, at the expense of the Renter.
14. The tenant shall obey all occupancy limits and fire regulations. The Tenant shall immediately reduce occupancy including possible cancellation at the Facility Manager or his/her designee's discretion.
15. We will allow no rentals on the following holidays:
 - a. New Year's Day
 - b. Thanksgiving Day
 - c. Christmas Eve
 - d. Christmas Day
 - e. Independence Day
 - f. Labor Day
 - g. Memorial Day
16. No pets are allowed within the facility with the exception of service animals, unless prior approval is obtained from the Facility Administrator or his/her designee.
17. Although existing electrical and lighting is included with the rental space, specific needs must be reviewed in advance to accommodate multiple uses to ensure proper distribution and avoid circuit overload. Charges for upgrades may apply; day-of accommodations will experience additional surcharges or inability to accommodate.
18. Tenant must supply, protect and promptly remove proper receptacles for the disposal of grease and excess trash as applicable for their event.
19. The tenant shall immediately comply with all rules, regulations and directives of the Facility Manager and staff including, but not limited to Building Policies, Rates and Guidelines.

USE AGREEMENT GUIDELINES

1. This lease and the rights of the Tenant hereunder may not be assigned without the written agreement of the Facility Manager or his/her designee.
2. This agreement contains the entire agreement between the City and the Tenant. No understanding agreement or amendment to this Agreement shall be binding upon the City and the Tenant unless reduced to writing and signed by the parties. In the event any part of this Lease is adjudicated or held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

3. The laws of the State of Alaska shall govern the construction, validity, performance and enforcement of this Agreement. Venue as to any action, claim or proceeding arising out of or based on this Agreement shall be the First Judicial District, State of Alaska in the court sitting in the City of Ketchikan, Alaska.

MODIFICATIONS AND ADDITIONS

By signing this agreement, I agree to pay for the room rental, equipment and services listed on the Use Agreement and Final Invoice in accordance with the terms and conditions set out on this document. This document contains important legal rights and liabilities. I certify that I have read and agree to them.

Tenant:

Reservation Accepted by Ted Ferry Civic Center:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____