



Yupiiit Piciryarait Cultural Center RENTAL AGREEMENT

Post Office Box 368, 420 Chief Eddie Hoffman Highway Bethel, Alaska 99559
Phone (907) 543-4538 fax (907) 543-4539 www.bethelculturalcenter.com
rmathanas@alaska.edu

*** A copy of your insurance certificate for the use of the Cultural Center is required before the event.**

Name of Organization _____
Address _____
Contact Person _____ Phone # _____ Fax # _____
Description of Use _____
Estimated Attendance _____ Use Dates IN _____ Use Dates OUT _____

RATES

Full Day Rates

Half Day Rates

Each Section	\$400.00 _____	\$200.00 _____
All Three Sections	\$1,100.00 _____	\$550.00 _____
Non-Refundable Deposit (due within one week of contract being signed) (Cancellation Policy page 3)	\$200.00 _____	\$200.00 _____
		Window Section _____
		Middle Section _____
Fee if you are serving food (no kitchen)	\$200.00 ____ (one time fee)	Kitchen Section _____
Kitchen Rental (for any kitchen use)	\$300.00 ____ (one time fee)	All Sections _____
Technical Assistance	\$50.00 per hour (8a.m. - 5p.m.) _____	
	\$100.00 per hour (evenings and weekends) _____	
Video Conferencing	\$200 per hour daytime (8a.m. - 5p.m.) _____	
	\$250 per hour evenings _____	
	\$300 per hour weekends _____	
Wireless Internet for 50 or more	Please request 10 days in advance _____	
Stage setup / Takedown (confirm setup with YPCC staff)	\$50.00 _____	

Total Estimated Charges: Total Sections ____ Total Days ____ + Other Fees ____ = \$ _____

***Standard chair/table setup/takedown is included in rental fee.**

Multimedia/ Equipment Need

____ TV/DVD/VCR
____ Audio Conference equipment
____ Flip Chart
____ Slide projector
____ Multi-Media / LCD Projector
____ Microphones: 1__ 2__ 3__ 4__
____ Podium
____ Screen

Beverages: (included in rental fee)

____ Coffee for 25 - 50 - 75 - 100
____ Tea for 25 - 50 - 75 - 100

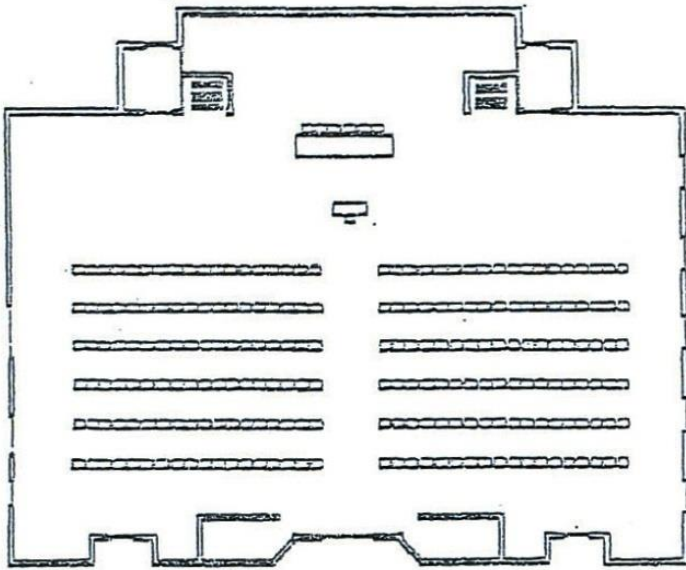
Computer Equipment Needs:

____ Computers (number) _____
Other: _____

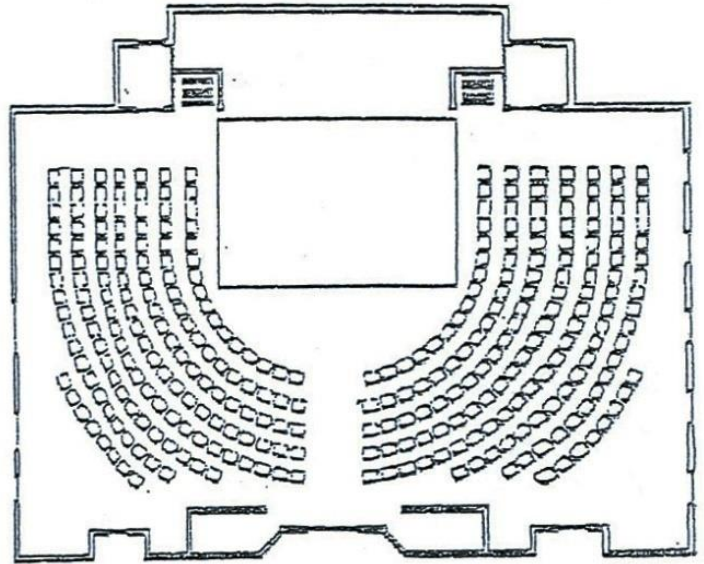
Yupiit Piciryarait Cultural Center Floor Map

Please Specify Floor Arrangement

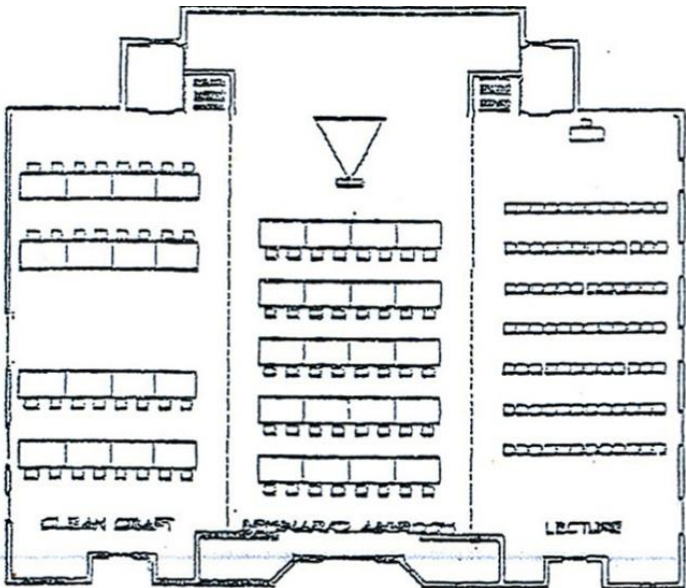
Circle one and/or draw in details of arrangement



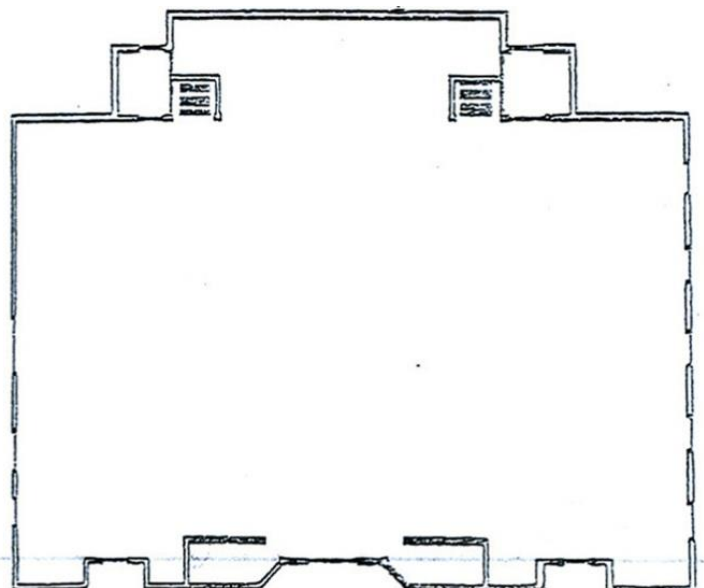
Main door
Hearing Configuration



Main door
Performance Configuration



Main door
Multi-Function Configuration



Main door
User Defined Configuration

POLICIES AND PROCEDURES FOR THE CULTURAL CENTER

The YPCC attempts to accommodate local community events and work with local organizations and groups to share space available in the Cultural Center. We appreciate your cooperation and assistance in working with us to organize these events to run as smoothly as possible. Below are listed several policies with regards to use of the YPCC and Multipurpose Rooms by our clients:

- 1) **No tables, chairs, or any other objects are to be stored in the hallways without prior approval from YPCC staff and director.**
- 2) **Posters or pictures are NOT \TO BE POSTED on the walls without prior approval from YPCC staff and director. Blue painters tape must be used for any approved postings.**
- 3) **The storage space behind the curtain in the main hall of the Multi-Purpose room is for storage of YPCC equipment and parts. Movement and and/or rearranging of the equipment or parts is at the discretion and approval of YPCC staff and director only.**
- 4) **The storage space behind the curtain in the main hall contains electronic equipment and breaker panels which may not be obstructed due to fire hazard restrictions.**
- 5) **All other storage spaces and closet areas are for YPCC storage of equipment and furnishings, not for the use of the renters.**
- 6) **Kitchen rentals are required to clean kitchen facility after each use.**
- 7) **YPCC staff retains the right to enter the kitchen facility at any time, and on any occasion, without any restrictions whatsoever.**

USER AGREEMENT REQUIREMENTS

- **Please fill out the entire User Agreement form and email, fax, or mail agreement to the address above.**
- **We REQUIRE a deposit of \$200.00 within ONE BUSINESS WEEK of receiving the user agreement in order to hold your reservation.**
- **Please fax proof of INSURANCE WITHIN TEN DAYS of your reserved space BEFORE EVENT to 907-543-4539.**
- **Wireless Internet is available. Please request for groups of 50 or more **ONE BUSINESS WEEK** prior to days needed.**
- **Please remit purchase order or check for the full amount of your rental WITHIN **ONE WEEK** after your event. Credit card payments call 543-4504. Checks can be made out to KUC.**
- **Cancellation of reservations TEN DAYS PRIOR to your event will result in a CANCELLATION PENALTY of half the total cost of your scheduled event.**

Yupit Piciryarit Cultural Center USER AGREEMENT

A. PARTIES

This agreement, made and entered into this day of _____, 20___, between UAF Kuskokwim Campus of Bethel, hereinafter referred to as the Cultural Center and _____ hereafter referred to as the User. It is understood and agreed that the term "Cultural Center" will, throughout this Agreement, refer to the duly appointed representative of the University of Alaska.

B. PREMISES

Cultural Center, under the terms and conditions of the Agreement, grants to User the assignable right to use and occupy the portions of the Multipurpose Room described as follows: _____

C. PURPOSE

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

D. FEE TERMS

1. Basic Fee

A. User agrees to pay the Cultural Center, for the use of the premises or services, a guarantee of \$_____ for the dates specified.

B. User agrees to deposit, at the time of signing this Agreement, the sum of _____ **\$200.00** which is nonrefundable.

2. Special Conditions:

E. SETTLEMENT:

Final fee payment and settlement shall be made on:

DATE: _____ 20_____ When billed _____

F. OTHER FEES:

User hereby agrees that all personnel required shall be paid for by the User as an additional service by the Cultural Center. Requirements of the Cultural Center concerning personnel, services, and rates are listed below:

Other Fees:

- | | |
|--------------------------------------|---------------------------------------|
| 1. Hardware Assistance _____ | 2. Technical Assistance (Audio) _____ |
| 2. Providing food/serving food _____ | 4. Cleaning Fee if applicable _____ |
- (See item #7 under General Terms)

*The User understands and agrees that the above are in addition to the User's basic fee, and shall remit payment immediately following the first work day after the event. User agrees to accept all terms and conditions of this Agreement. Any decision affecting any matter not herein expressly provided for shall rest solely in the discretion of the Cultural Center.

Use Permit and Agreement

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Kuskokwim Campus
UNIVERSITY OF ALASKA FAIRBANKS

G. OUTSIDE VENDORS

If User has contracted with a product vendor or service company, the User must provide the Cultural Center with the names and contacts of the vendors and or companies contracted below:

VendorName _____

*Only vendors and companies with current insurance certification on file with the Cultural Center will be allowed to provide services in the Cultural Center.

INDEMNIFICATION:

1. To the fullest extent permitted by law, the User shall indemnify, defend, and hold harmless the University of Alaska, its Board of Regents, officers and employees, from and against any and all claims for injury or 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 Cultural Center 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 lease period, by reasons of any defect, deficiency, failure or impairment of the premises including but not limited to the water supply system, heating system; wires leading to or inside the premises; gas; or electric; or telephone systems; or from any other source whatever.

INSURANCE:

1. The Cultural Center requires the User to procure prior to occupancy and maintain in full force during the Users occupancy of said premises, including move-in and move-out. Occurrence type commercial (general liability) insurance from a reliable insurance company authorized to transact business in this state and subject to suit in Alaska.
2. The University of Alaska and the User must be named as Insurers on said policy, with minimum policy limits of: \$500,000 per occurrence, \$1,000,000 aggregate.
3. Worker's Compensation and Employer's liability as required by A.S. 23.30.045.
4. Automobile Liability insurance if any User vehicles are used on University property.
5. User agrees to furnish, and place on file with Cultural Center, 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 Cultural Center.
6. 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.

GENERAL TERMS AND CONDITIONS OF USE AND OPERATIONS:

1. Public Safety

- a. User agrees that at all times he will conduct his 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 Cultural Center to assure such safety.
- b. 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 Cultural Center 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 Cultural Center 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 General Manager. User shall not permit the premises to be used for any improper, immoral, or objectionable purpose and will not assign its right to use any space hereafter without the approval of the Manager. User will not in any way obstruct, or interfere with the occupancy of other tenants on the premises or in any way injure or annoy them.
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, and will not, do nor suffer to be done anything on said premises during the term of this Agreement in violation or any such laws, ordinances, rules of orders.
4. Vacation of Premises: In the event that the above described portion of said premises is not vacated by User on the date named at the end of the term, for which said portions of said premises are to be used by User, in accordance with this Agreement, then Cultural Center shall be, and is hereby authorized to move from said premises, at the expense of the User, any and all goods, wares, merchandise and property of any and all kinds and description which may be then occupying the portion of premises on which the term of this Agreement has expired and said Cultural Center shall not be liable for any damages or loss to said goods, wares, merchandise or other property; which may be sustained either by reason of such removal or the place to which it may be removed, and the Cultural Center is hereby expressly released from any and all claims for damages of whatever kind of nature. For such additional periods beyond the term of this Agreement if any effects of User may so remain in or on said premises, Cultural Center shall be entitled to charge the sum per day as provided in this Agreement as the payment to be made for time for move-in and move-out.
5. Seating Capacity: User shall not admit to a larger number of persons than can safely and freely move about in said premises, and the decision of the Cultural Center in this respect shall be final. It is further understood and agreed that User shall permit no chairs or seats to be or remain in the fire exits on the said premises, and will keep all passageways and fire exits clear at all times.
6. Responsibility for Property in Building: Cultural Center assumes no responsibility whatever for any property placed in said premises, and User hereby expressly relieves and discharges the Cultural Center from any and all liability for any loss, injury, or damage, to persons or property that may be sustained by reason of the use of occupancy of said premises, or any part thereof, under this Agreement; and all watchmen or other protective service desired by user must be arranged for by special agreement with the Cultural Center, at the sole cost and expense of User or as stipulated in such Agreement.
7. Damage or Defacement of Building or Premises: That said User shall not injure nor mar or in any manner deface the 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 room, or allow to be made any alteration of any kind therein without prior approval. That if said premises or any portion of said room, during the term of this permit, shall be damaged by the act, default, or negligence of User or by User's agent, employees, patrons or any person or persons admitted to said premises by User the User will pay to the Cultural Center upon demand, such sum as shall be necessary to restore the said premises to its original condition.
8. Care of Facilities: User agrees to cause said premises to be kept clean during the term of occupancy and to return the Cultural Center to the-same condition as accepted.
9. Lost Articles: Cultural Center shall have the sale right to collect and have the custody of articles left

in the room by persons attending any classroom event, and the user or any person in the Users employ shall not collect nor interfere with the collection or custody of such articles.

10. Right to Enter: Cultural Center does not relinquish and does retain the right to enforce all necessary laws, rules and regulations for the management and operation of said premises. Cultural Center retains the right to enter the demised premises at any time, and on any occasion, without any restrictions whatsoever.

11. Interruption or Termination of the Event: Cultural Center retains the right to cause the interruption of any event in the interests of public safety. User hereby waives any claim for damages or compensation should this permit be so terminated.

12. Non-Exclusive Right: Cultural Center shall retain the right to use and/or license use of portions of its facility as may not be covered by this Agreement. Cultural Center also retains the right to reenter any part of the premises covered by this Agreement should such part become vacant; and to determine that such unused portion may be offered for other use, with receipts there from going to Cultural Center, with an appropriate adjustment on User rental rate.

13. 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 the parties at the option of the Cultural Center, shall cease and terminate; and the relationships of the parties shall be the same of all persons there from, 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. In case suit or action is instituted by the Cultural Center to enforce compliance with this Agreement, the Cultural Center shall be entitled, in addition to the costs and disbursements provided by statute, to such additional sum(s) in lawful money of the United States as the court may adjudge reasonable for attorney's fees.

14. Additional Provisions: All decorative materials must have the prior approval of the Cultural Center.

15. Copyrights: User will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. User agrees to indemnify, defend, and hold harmless the Cultural Center from any claims or costs, including legal fees which might arise from the use of any such material described above.

16. Objectionable Persons: Cultural Center reserves the right to eject or cause to be ejected from the premises any objectionable person(s) and neither the Cultural Center nor any of its officers, agents or employees, shall be liable to the User for any damages that may be sustained by User through exercise by the Cultural Center of such right.

17. User Guidelines:

a. User is to refrain from bringing food and beverage of any kind into the Cultural Center unless specified in the Cultural Center. In cases where permission is granted, the Cultural Center reserves the right to impose a service charge when serving such food and beverage items.

b. Function rooms are assigned by the number of people anticipated in attendance. If attendance drops or increases substantially, the Cultural Center reserves the right to change room assignments to a room suitable for the attendance.

c. User will provide the Cultural Center with a minimum guarantee 48 hours in advance of function date.

d. The Cultural Center reserves the right to cancel an event if the name of the group or the exact nature of the event varies from that originally agreed upon.

18. Tobacco and Alcohol Policy:

a. Use of **all** tobacco products is prohibited within the facility.

- b. UAF Kuskokwim Campus has a policy of zero tolerance to alcohol and drugs.
- c. Distribution and consumption of any alcoholic beverage is strictly prohibited.

IN WITNESS WHEREOF, WE the said parties herein set our hand and seal this _____ day of _____, 20_____.

FOR THE USER

SIGNATURE _____
 NAME _____
 TITLE _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 PHONE _____ FAX _____

**FOR THE YUPIIT PICIRYARAIT
 CULTURAL CENTER**

NAME: _____
 TITLE: HUD Program Assistant

**All users are required to read the policy before signing the contract.
 All users are required to sign the contract.**

**Reservations will be held for 10 days by which time we must receive the signed paperwork,
 Non-Refundable deposit, and proof of insurance to confirm reservations.**

**Note: If payment is being made with a purchase order or a credit card, the deposit can be
 disregarded; just supply us with the appropriate billing information.**