

**ELIZABETH PERATROVICH HALL  
USE AGREEMENT  
9097 Glacier Hwy. Juneau, Alaska**

[eduran@ccthita.org](mailto:eduran@ccthita.org)  
Phone: (907) 463-7397  
Fax: (907) 463-7356

<b>TENANT:</b> _____	<b>Primary Contact:</b> _____
<b>Billing Address:</b> _____	<b>Telephone:</b> _____
	<b>Fax:</b> _____
	<b>Alt Contact:</b> _____
	<b>Telephone:</b> _____
<b>Email:</b> _____	<b>Email:</b> _____

In consideration of the license fee, Central Council Tlingit & Haida grants permission to use the licensed premises as described below only, and for no other purpose.

Date	Function	Person #	Total Use Time		Event Times		Room	Minimum Room Rent
			In	Out	Start	End		
							<b>Room Rent Due :</b>	

**Reservation Deposit**

A reservation deposit fee is due with the return of signed Use Agreement on or before the due date indicated below. Advance payment equal to the peak day's room rent is required to reserve the Elizabeth Peratrovich Hall or any portion thereof. Entire Elizabeth Peratrovich Hall facility reservations require a **non-refundable** deposit of \$500.00.

**DEPOSIT AMOUNT:** \_\_\_\_\_ **DUE DATE:** \_\_\_\_\_

**Room setup**

Accurate pricing estimates and room setup suggestions are available through the Elizabeth Peratrovich Hall business office. Room setup, audiovisual, electrical, sound, lighting, catering and decorating plans should be discussed with our office no later than two weeks prior to the event date. Setup details provided after the date below and additions or changes made the date of the event may be subject to late fees at the Elizabeth Peratrovich Hall management's discretion.

**LATE FEES:** \$70.00 per setup change **DUE DATE:** \_\_\_\_\_

**Room Access**

Tenant's use of premises, including set-up and removal of non-Elizabeth Peratrovich Hall related equipment is limited to "**Total Use Time**" as outlined in the above table outlining function details. Tenant agrees to full payment for additional block(s) of time for any use outside of the agreement terms. Should tenant's materials remain within Elizabeth Peratrovich Hall space after agreed total use of time, tenant agrees to pay Labor Charge(s)/Disposal fees incurred by Elizabeth Peratrovich Hall for relocation/disposal of materials.

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**Insurance**

Certain events require liability and property damage insurance to protect the sponsor, patrons, and the Central Council Tlingit & Haida. In such cases, which will be determined by the Elizabeth Peratrovich Hall Manager, a certificate of insurance showing Tlingit & Haida Indian Tribes of Alaska as additional insured must be delivered to Elizabeth Peratrovich Hall no later than seven days prior to the event.

**INSURANCE:** General Liability 1,000,000/each occurrence **DUE DATE:** \_\_\_\_\_

**Security:**

The Elizabeth Peratrovich Hall Manager will determine the type of security our event requires. The user pays all security fees. If your event involves valuable equipment, we urge you to assign personnel to be with the equipment at all times.

**SECURITY:**  REQUIRE  NOT REQUIRED \_\_\_\_\_

**REQUIREMENTS:**

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**Use Agreement Terms & Conditions:**

**1. Use of Elizabeth Peratrovich Hall.** Use of Elizabeth Peratrovich Hall facilities includes heat, electrical power (excluding event related power drops), air conditioning, water and light, as required. The Tenant shall not permit the demised premises to be used for lodging rooms or for any other improper or objectionable purpose as determined by the Elizabeth Peratrovich Hall Manager. The Central Council Tlingit & Haida reserves the right to use meeting rooms during move-in and move-out periods and show days after show hours when Tenant is not using the same, so long as rooms are in proper order for Tenant's use. All Food and/or beverage catering services must be through an "authorized participating caterer" or through a Elizabeth Peratrovich Hall provided service. Tenant's caterer must be current with compliance in all licenses and insurance requirements required by Elizabeth Peratrovich Hall at the time of service, or tenant's chosen caterer may be restricted from providing service. Elizabeth Peratrovich Hall's kitchen is for the sole use of Elizabeth Peratrovich Hall staff, or a current authorized participating caterer. **Use of function space does not include use of the facilities kitchen or service equipment.**

**2. Cancellations.** If the Central Council Tlingit & Haida cancels the reservation, the reservation deposit shall be refunded.

**Entire Hall Cancellations.** If tenant cancels 180 days or more before reservation date, only the nonrefundable deposit will be retained by Elizabeth Peratrovich Hall; 179 days to 90 days before reservation date, tenant is liable for 25% of contracted room rent; 89 to 60 days before reservation date, tenant is liable for 50% of contracted room rent; 59 days or less tenant is responsible for entire contracted room rent. Payment schedule and due dates shall be stated on contract/cover letter.

**Entire Hall PublicShow/Performance Cancellations.** If bad weather, or other emergency prevents a performer(s), main speaker, or major equipment item which directly affects the performance, from arriving on time for event, and event is cancelled before public entry, room rent will be reduced to one half for that day. Tenant will be responsible for payment of fees for all equipment set for event. It shall be the responsibility of tenant to notify ticket holders of cancellation and processing of refunds. If space is available the following day the event may take place at the regular rate.

**Meeting Room Cancellations.** If tenant cancels 30 or more days before reservation date, tenant will receive full refund of contracted room rent paid; 29 to 14 days before reservation date, tenant will receive 50% refund of contracted room rent paid; 13 or less days before reservation date, tenant will receive no refund and is liable for entire contracted room rent.

**3. Insurance.** Tenant may be required to obtain and furnish to the Elizabeth Peratrovich Hall Manager at least five days prior to the time of occupancy herein provided, a certificate showing that there is in effect a policy of \$1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, in which the Tenant and the Central Council Tlingit & Haida are each named as insured, covering the full period of the Tenant's occupancy of the Elizabeth Peratrovich Hall. Such insurance shall cover the Elizabeth Peratrovich Hall convention center, parking lot, approaches, and sidewalks. Tenant may not do or permit to be done anything in or upon any portion of the premises, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the convention center or any part thereof, or in any way increase any rate of insurance upon the building or any property kept there nor shall without the written consent of the Elizabeth Peratrovich Hall Manager, put up or operate any engine or motor or machinery on the premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, nor any agent other than electricity for illumination. The Elizabeth Peratrovich Hall Manager may refuse to allow any use of the convention center facilities during any period when such insurance is not in force. Should the tenant for any reason bring a vehicle into the facility, automobile liability insurance for \$500,000.00 combined single limit shall be required.

**4. Indemnity.** The Tenant agrees to conduct activities upon the premises so as not to endanger any person or property therein; and shall indemnify, defend, and save harmless the Central Council Tlingit & Haida against any and all claims of Tenant, Tenant's employees, or any subcontractor, patrons, or guests arising out of activities conducted by Tenant or its agents, patrons, or guests, or by reason of use of premises by Tenant, saving only claims for loss or injury caused by Central Council Tlingit & Haida's gross negligence. If said premises, furnishings or any portion of the building used during the term of this rental agreement shall be damaged by act, default, or negligence of Tenant, or by Tenant's agents, employees, patrons, guests, or any persons admitted to said premises by Tenant, excepting loss by negligent acts of the Central Council Tlingit & Haida, its agents or employees, Tenant will pay to Central Council Tlingit & Haida upon demand such sum as shall be necessary to restore said premises to its previous condition. Tenant hereby assumes full responsibility for the character, acts, and conduct for all persons acting for or on behalf of Tenant. In the event of any such occurrence, Tenant shall be subrogated to all rights, claims, and causes of action of the Central Council Tlingit & Haida in such circumstances.

**5. Expiration of Occupancy.** At the expiration of the occupancy contracted for herein, Tenant shall quit the premises. The equipment and facilities used shall be returned in the same condition and repair as before Tenant's use thereof, except for ordinary wear. In the event Tenant fails or refuses to surrender possession of the premises at the time herein agreed, Tenant shall be regarded as a trespasser and Central Council shall seek appropriate legal measures, including criminal prosecution.

**6. Property Brought to Premises.** All personal property brought to the premises by Tenant shall, during Tenant's occupancy, be the sole responsibility of Tenant and Central Council shall not be liable for its loss by fire, theft, or otherwise. During its tenancy, Tenant may not store or use personal property in the service corridors. If, upon expiration of the tenancy contracted for, Tenant fails to remove any property caused by Tenant to be brought upon the premises, the Central Council Tlingit & Haida shall remove and dispose of the same according to law. Central Council Tlingit & Haida shall have the sole right to collect and have custody of articles, left in the building or parking lot by persons attending any performance, exhibition, or entertainment given or held in the convention center premises. Tenant may not collect nor interfere with the collection or custody of such articles by Central Council Tlingit & Haida.

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**7. Compliance with Laws.** Tenant shall secure all permits or licenses required by any agency having jurisdiction and shall otherwise comply with all laws, regulations, rules, and ordinances of the United States, the State of Alaska, the Central Council Tlingit & Haida, and Elizabeth Peratrovich Hall and may not suffer or permit to be done anything on the premises in violation of any such statute, ordinance, regulation, or other applicable law. Any material violation by licensee of any law shall constitute a breach of this agreement.

**8. Signs, Posters, & Banners.** All signage is restricted to space and times under this use agreement. Tenant shall not do or permit to be done upon the premises anything that will tend to injure, mar, or in any manner deface the premises and may not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws in any part of the premises, including the parking lot thereof, and may not make or allow to be made any alterations of any kind to the premises or any equipment or facilities therein. Tenant may attach items to walls only in meeting rooms and may use only masking or cellophane tape.

**9. Security.** Tenant hereby assumes full responsibility for the character, acts, and conduct of all persons acting for or on behalf of Tenant, and Tenant agrees to have on hand at all times at its own expense such police or security forces as the Manager of Elizabeth Peratrovich Hall, having complete discretion, may deem necessary for the maintenance of order and protection of the persons and property on the premises. The Central Council Tlingit & Haida reserves the right to eject for cause any person or persons from Elizabeth Peratrovich Hall or any part thereof, and Tenant waives any right and all claim for damages against the Central Council for the exercise of such right.

**10. Seating Capacity.** Tenant shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of event specific seating capacity of Elizabeth Peratrovich Hall. Tenant shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate. Each person in attendance shall have a ticket for a seat. Standing in the aisles, passageways, and on chairs is strictly prohibited. Sitting on the back of chairs or on attendees is also strictly forbidden.

**11. American with Disabilities Act.** Concerning the American with Disabilities Act and all the regulations there under ("ADA"), Elizabeth Peratrovich Hall is responsible for the permanent building access requirements, such as, but not limited to, wheelchair ramps, restroom standards, hallways, and doors. The licensee or show management is responsible for the nonpermanent accessibility requirements, such as, but not limited to, seating accessibility, assistive listening devices, sign language interpreters, signage and other auxiliary aids.

**12. Concession Sales.** The Central Council reserves unto itself and its assigned agents or subcontractors or concessionaires under agreement heretofore entered into the sole right to sell or dispense beverages and food sold or dispensed in Elizabeth Peratrovich Hall. Tenant may sell or distribute novelties, programs, cushions, or other articles. The manager of Elizabeth Peratrovich Hall must approve all items.

**13. Access to Premises.** The Central Council reserves for its representatives, agents, and officials free access and right to enter any portion of the Hope Hall premises. The Elizabeth Peratrovich Hall, including the premises rented hereby and the keys thereof, shall at all times be under the control of the Management staff of Elizabeth Peratrovich Hall.

**14. Objectionable Persons.** Central Council, through its Manager of Elizabeth Peratrovich Hall, and its agents and employees, reserves the right to eject for cause any person or persons from the Elizabeth Peratrovich Hall or any part thereof, and upon exercise of this authority through the Manager of Elizabeth Peratrovich Hall, its agents, or Juneau Police, Tenant hereby waives any right and all claim for damages against the Central Council by exercise thereof.

**15. Advertising.** Tenant shall not, without the consent of the Manager of Elizabeth Peratrovich Hall, distribute or circulate or permit to be circulated or distributed any advertising matter or program in or about the Elizabeth Peratrovich Hall, including the adjacent parking lots.

**16. Occupancy Disruption.** In the event the Elizabeth Peratrovich Hall or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this rental agreement by the Central Council impossible, including without limitation thereof, the requisitioning of the premises by the United States Government or any arm or instrumentality thereof, or failure by CENTRAL COUNCIL's Assembly to appropriate funds required to operate the Elizabeth Peratrovich Hall, then and thereupon this rental agreement shall terminate and the Tenant shall pay rental for the premises only up to the time of such termination at the rate herein specified, and the said Tenant hereby waives any claim for damages or compensation for such termination should this rental agreement be so terminated. The foregoing includes labor strikes beyond the control of the CENTRAL COUNCIL.

**17. Scheduling.** Unless otherwise specified in writing, the Manager of Elizabeth Peratrovich Hall shall be privileged to schedule other similar events both before and after the dates of this agreement without notice to the Tenant.

**18. Acceptance of Premises.** The Tenant agrees that it has inspected the Elizabeth Peratrovich Hall premises rented hereby and its equipment and that the same are in proper condition for the uses contemplated by the Tenant.

**19. Re-entry Right.** Tenant agrees that if the premises or any part thereof shall become vacant during the said term the Central Council or its representatives may re-enter the same either by force or otherwise without being liable for any prosecution therefore, and may at its option re-let the said premises as the agent of the Tenant and receive the rent therefore, applying the same first to payment of such expense as may be incurred in re-entering and re-letting said premises and then to the payment of the rent due by these presents; the surplus, if any, is to be paid over to the Tenant, and said Tenant covenants charges herein agreed to be paid remaining after deducting the net rental resulting from such re-letting. However, nothing herein contained shall be construed as imposing any obligation on the Central Council to so re-let or attempt to re-let the said premises or in any way affect the obligation of the Tenant to pay the full amount of said rental in case said premises shall not be so re-let.

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**20. Television and Broadcasting.** No performance or event presented in the Elizabeth Peratrovich Hall shall be broadcasted or televised or in any manner recorded for reproduction, except as may be incident to bona fide news or public affairs programming, without an agreement in writing between the Tenant and the CENTRAL COUNCIL respecting the times of such broadcast, such additional compensation to the CENTRAL COUNCIL as the parties may agree upon, and in any event upon the express condition that all expenses pertaining thereto will be prepaid in advance by the Tenant.

**21. Copyright and Trademark Indemnification.** Tenant warrants and represents that no music, literary, artistic work, or other property protected by copyright, nor name of any performing individual or group protected by trademark will be performed, reproduced or used in performance of this agreement unless Tenant has previously thereto obtained written permission from copyright or trademark holder. Tenant acknowledges Tenant acts under this agreement as an independent contractor, charged with responsibility of sole discretion for selection, performances, reproduction and use of such musical, literary, and artistic works and such individual performer or group of performers as Tenant deems appropriate and that Tenant undertakes strict compliance with all laws respecting copyrights and trademarks and the performances, reproduction and use of musical, literary, and artistic works or the use of name of performer or performing individuals or group. Tenant warrants that in performance of this agreement Tenant will not infringe any statutory common law or other right of any person in performing, reproducing, or otherwise making use of any work or material or performer or performing group. Tenant will indemnify, save and hold harmless the CENTRAL COUNCIL and its officials, agents, employees, and servants from and against all claims, costs, and expenses, including legal fees, demands, actions and liabilities of every kind of character whatsoever with respect to copyright and trademark rights and performance, reproduction, and use of musical, literary, and artistic works, or in the name of a performing individual or group. Tenant authorizes the withholding of payment under this agreement pending final disposition of any claim which may result from the foregoing and indemnification.

**22. Royalties and Claims.** Tenant agrees to pay when due all royalties, license fees, or other charges accruing or becoming due to any firm, person, or corporation by reason of any music either live or recorded, or other entertainment of any kind or nature, played, staged, or produced by the Tenant, its agents, employees, subtenants or licensees upon or within the premises covered by this rental agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. Tenant agrees to hold harmless the Central Council, its agents and employees against any and all claims and charges, and to defend at its own expense, any and all such claims and charges. Tenant shall have the right, however, to protest, and if desired, to litigate and adjudicate any and all of such claims.

**23. Assignments.** Neither this license agreement nor any rights of the tenant hereunder may be assigned without the consent of the Central Council and through the manager of Elizabeth Peratrovich Hall.

**24. Binding Effect of Rental Agreement.** All terms and conditions of this License Agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be varied or waived by any oral representation or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this License Agreement.

**25. Governing Law.** The parties to this License Agreement agree that the same was entered into in Juneau, Alaska and that the laws of the State of Alaska are applicable thereto.

**REQUIRED ACKNOWLEDGEMENTS:**

**Equipment rental**

I agree to pay equipment rental fees for all audio-visual, sound, lighting, rigging, electrical, telephonic, computer, or room setup equipment used in conjunction with the room rentals listed in this contract. By initialing below, I understand that rental equipment will be billed following the event.

TENANT:     X      
(Tenant's Initial)

**Additional Equipment**

I authorize payment for additional on-site room-set changes including equipment and/or labor requested by my named designate. Additional equipment & late fees will be billed following the event.

TENANT:     X     DESIGNATE: \_\_\_\_\_  
(Tenant's Initial) (Printed name of designee)

**OPTIONAL:**

**No solicit option**

There are times when the private sector may request to see our books to sell products or rent space in conjunction with large events booked at Elizabeth Peratrovich Hall. By initialing below I permit Elizabeth Peratrovich Hall staff to release my contact information to interested parties.

TENANT:     X      
(Tenant's Initial)

**Media Release**

I give the Central Council Tlingit & Haida (CENTRAL COUNCIL) permission to take, use, and publish in print, electronic format, including the Internet, video format, and audio format, the likeness or image of myself, my voice, and/or my property. I understand that my identity may be revealed in the publication, and I give the CENTRAL COUNCIL permission to include in the publication my name in descriptive text or commentary. I release the CENTRAL COUNCIL from all claims with respect to publication or copyright ownership, including any claim I may have for compensation relating to the use of any of these materials. I have read and understand this statement and I am competent to execute this agreement. (Youth under 18 must have a parent or legal guardian sign.)

TENANT:     X     TENANT:     X      
(Tenant's Initial) (Printed name of Tenant)

**Rental agreement**

I agree to pay for the equipment and services listed in accordance with the terms and conditions set out in this document. Elizabeth Peratrovich Hall rules and regulations are hereby incorporated into and made part of this license/use-agreement. I certify I have read and agree to the legal rights and liabilities listed in this document and I am of legal age (18 years or older) to enter this use agreement. Billing will follow event.

TENANT:

HOPE HALL:

    X      
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Elias Duran  
Printed Name

\_\_\_\_\_  
Title

Property Manager  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Named Designate/Additional Authorized Contact