

# Kenai Peninsula College Conference and Room Rental Agreement

			Request Date	::				
Event:			Event Date(s):					
Contact:	Contact Phone:							
Address:			City, State, Zip:					
Business/Organization Type		Event Type			Audience Type			
Business/For Profit				Private		7 I <sup>-</sup> -	$\Box$	
Government/Non Profit		Campus Event		Public			П	
Educational		Educational Seminar KPC Only				Ħ		
KPC Organization/Department		Other		Other	ny		H	
Please Describe the Event:	•							
Event Start Date/Time:	Event End Date/Time:							
Set Up Date/Time:	Clean Up Date/Time:							
Estimated Attendance:			Overnight (Yes/No):					
		•	acility Charges					
Option		Selection	on/Description of Use			Cost		
Multipurpose Room								
Catering Kitchen (Food)								
Tables and Chairs								
Basic Tech Set Up								
Media Rental								
Video Conferencing								
Other Facilities Set Up and Facility Charges Tota	1							
Set op and racility charges rota	ı	Overnight Cuest	Accommodations					
	1	Overnight Guest	Accommodations					
Number of Guests			Number of Nights					
Linens Provided			Individual/Organization	on Pay				
Arrival Date			Departure Date					
Overnight Guest Accommodatio	ns							
Total Due								
Staff Use Only Amount Paid:	Paymen	t Method:	Room Use I	Request Fo	rm Completed:			
Insurance Waived: Fee	es Waived:	Director's Sig	nature:					



### Kenai Peninsula College Conference and Room Rental Agreement

#### FACILITIES USE AGREEMENT

**FACILITY/PREMISES/PERMITTED USES.** KPC agrees to permit the use of KPC facilities/premises for the activities described on the Room Use Request Form under the terms and conditions described below.

**SCHEDULE OF USE PERIODS.** Scheduling shall be solely within the province of KPC. Upon approval of any room use request, KPC will make a good faith effort to reserve the facility/premises for the date and time requested. The parties acknowledge that there are numerous users of the facilities/premises whose time and needs KPC must attempt to coordinate. KPC does not guarantee availability of the facility/premises. KPC shall not, in any event, be liable for unavailability of the facility/premises. When classes are in session, rooms will be scheduled (on a space available basis) 8 am –9:30 pm Monday through Thursday; 8 am-5 pm on Friday. For weekend scheduling, inquire with the Director's office for availability. KPC facilities **WILL NOT** be scheduled on university holidays.

**INDEMNIFICATION.** Permittee assumes all responsibility, risk and liability for all activities of permittee, its employees, agents, invitees, contractors, subcontractors, or licensees, directly or indirectly conducted in connection with this Agreement, including environmental and hazardous substance risks and liabilities, whether occurring during or after the term of this Agreement. Permittee shall defend, indemnify, and hold harmless the University of Alaska, its employees, and agents from and against any and all suits, claims, actions, losses, costs, penalties, and damages of whatever kind or nature, including all attorney's fees and litigation costs, arising out of, in connection with, or incident to any act or omission by Permittee, its employees, agents, invitees, contractors, subcontractors, or licensees, unless the sole proximate cause of the injury or damage is the negligence or willful misconduct of the University of Alaska or anyone acting on the University of Alaska's behalf. Within 15 days, Permittee shall accept any such cause or action or proceeding upon tender by the University of Alaska. This indemnification shall survive the termination of the Agreement.

**INSURANCE.** The room use request will be evaluated for the exposure to risk and loss. If it is substantially limited by the nature of the use, KPC will waive the certificate of insurance requirements. If not waived, further information will be provided for commercial general liability insurance requirements.

**CLEANING & VANDALISM.** During the periods of facility/premises use by Permittee, Permittee shall be responsible for vandalism or damages occurring during its use and shall be responsible for the expense of cleanup at the conclusion of each use if cleanup is beyond normal wear and tear as assessed by the KPC Facilities Manager or College Director.

**ADDITIONAL SERVICES.** Permittee shall reimburse KPC for any and all services not included in this Agreement but requested by Permittee or required to fulfill Permittee's responsibilities under the terms of this Agreement including, but not limited to, cleanup not accomplished by Permittee.

## **Other Rental Stipulations:**

- 1. No message phone, copying service or additional material will be available.
- 2. Smoking is not allowed in any University building.
- **3.** Alcoholic beverages are not allowed in/on University property.
- 4. Hazardous and flammable materials are not allowed.
- **5.** Children shall be supervised at all times while on KPC property.
- **6.** Use is limited to the scheduled room(s) and only during hours specified.
- 7. Group size may not exceed the posted seating capacity of room(s).
- 8. Facility use may be revoked by KPC whenever that use interferes or has direct conflict with KPC classes or programs.
- **8.** Coffee and catering service may be available through the KPC cafe vendor at 262-0323.

**RENT.** Permittee agrees to pay the room use fees as indicated on the Room Use Request Form for the use of the facility/premises. Said sum will be paid one week in advance of the use of the facility/premises. Charges for cleaning and damages (if any) will be billed to the address of the Permittee as shown below and are due in full upon receipt of the billing.

**ASSIGNMENT.** No benefit under this Agreement may be assigned nor may any duty under this Agreement be delegated without the written consent of the other party.

**TERMINATION.** This Agreement may be terminated by either party in the event of non-performance by the other.



# Kenai Peninsula College Conference and Room Rental Agreement

**INTERPRETATION.** This Agreement constitutes the entire agreement between the parties, superseding all previous representations, discussions, and agreements between the parties. This Agreement shall be binding upon and shall inure to the benefit of the successors and, subject to the provisions relating to assignment, the assigns of each of the parties.

**NOTICES.** Any notices concerning this Agreement and all notices required by this Agreement shall be given in writing and shall be personally delivered or mailed to the addresses designated by the parties below.

<u>Permittee</u>		Kenai Peninsula College			
Signature	Date	Signature	Date		
Print Name		Print Name			