

# **NIKISKI SENIOR CENTER - FACILITY RENTAL AGREEMENT**

PO Box 6973, Nikiski, AK 99635 \* 50025 Lake Marie Ave, Kenai, AK T: 907.776.7654 \* F: 907.776.7632 \* Email: sue@nikiskiseniorcenter.org

| Event Name:   |                            |        |  |  |
|---|----------------------------|--------|--|--|
| Event Date:   |                            |        |  |  |
| Deposit Pd (amt/date) \$_ <b>500</b> /  | Rental Pd (amt/date/) \$ / |        |  |  |
| Deposit Refund Paid (amt/date/check #) \$   | //                         |        |  |  |
| Contact Name  | Contact #                  | _Email |  |  |
| Address   |                            | -      |  |  |
| Contact Name  |                            | _Email |  |  |
| Address   |                            | -      |  |  |
| *****   | ********                   | *****  |  |  |
| Decorating will take place (Between 3 – 6 pm day prior to event. \$100/hr. charge for each additional hour. Pending NSC approval) at: pm on   |                            |        |  |  |
| Event Arrival Time:am/pm Event Departure Time: am/pm  |                            |        |  |  |
| Expected # of Guests (not to exceed 140):   |                            |        |  |  |
| Requested # of Tables ( <i>available</i> ):Round Small (9)Round Large (12)6' Rectangle (12)Square(10) Note: Not all tables are available for events. You will need to choose tables, depending on your preferred table arrangement. Small rounds seat 6, large rounds seat 8, comfortably.                            |                            |        |  |  |
| Will alcohol be served?  YES  NO (Beer, wine, champagne permitted only)    NO HARD ALCOHOL IS PERMITTED AT EVENTS HELD AT THE NIKISKI SENIOR CENTER    Will you have a Caterer?  YES  NO (Kitchen rental is required if outside caterer used)    Caterer's Name/Phone Number:   |                            |        |  |  |
| Rental Fees:    Dining Room-Mezzanine-Card Room, 6-10 hours (includes table settings & tablecloths) \$2,000    Dining Room-Mezzanine-Card Room, less than 6 hours (does not include table settings or tablecloths \$1,075    Kitchen \$350    Additional hours over 10 (must be approved in advance by NSC) \$100/hr. |                            |        |  |  |
| RENTAL TOTAL \$<br><i>Deposit</i> of \$500 is due at time of booking<br><i>Full Rental</i> payment is due <i>30 days</i> prior to the event.<br>The deposit will be returned no later than 15 days after the event is held unless damages are incurred during the event.  |                            |        |  |  |

Nikiski Senior Citizens, Inc. Nikiski Senior Center Rental Agreement Lake Marie Facility

### A. PARTIES

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, between the Nikiski Senior Citizens, Inc./Nikiski Senior Center, hereinafter referred to as LESSOR, and \_\_\_\_\_\_ hereinafter referred to as LESSEE.

#### **B. RENTAL SPACE**

The LESSEE agrees to quit and surrender the demised premises to the LESSOR at the end of the term, in the same condition as date of commencement of this rental agreement, ordinary use and wear thereof excepted.

#### C. PURPOSE

The aforementioned space to be used solely for the purpose, and no other of:

#### D. USE DATES

| 1. Under this Agreement, use of the | rented space shall commence at               | oʻclock,M. on              |
|-------------------------------------|--|----------------------------|
|                                     | for the purpose of said event, and shall end | and premises be vacated by |
| o'clock,M. on _                     | ·  |                            |

2. Time is of the essence in this Agreement. The time herein granted shall not be extended for any purpose without the <u>expressed written permission</u> of the Nikiski Senior Citizens, Inc. Director (hereinafter Director). If such permission is granted, all additional time shall be paid for by the LESSEE, according to the schedule of fees fixed by the Director.

#### E. LEASE TERMS

1. LESSEE agrees to deposit, at the time of the signing of the Agreement, the amount of (\$500.00) FIVE-HUNDRED DOLLARS as a deposit to hold venue.

| 2. LESSEE agrees to pay LESSOR for the use  | e of rented space, the amount of (\$_ | )                             |
|---|---------------------------------------|-------------------------------|
|   | DOLLARS for the time period stated    | above. Said payment is due 30 |
| (Thirty) days prior to the scheduled event. | Due by:                               |                               |

3. It is agreed that if LESSEE fails to hold the event on date and time specified, no rental or deposit refund will be made unless the written cancellation request has been received more than **60 days** before the event date.

4. LESSEE shall not have access to or use of the kitchen facilities on the premises unless specifically agreed to in the lease and LESSEE pays the additional \$350 fee.

5. NO SMOKING IS PERMITTED IN THE SENIOR CENTER. You may smoke in designated smoking area. THE SENIOR CENTER IS A DRUG FREE CAMPUS. Smoking or consumption of drugs is strictly prohibited.

#### F. CLEANUP

The LESSEE agrees to return the premises to an orderly condition as received at the start of said lease. Should the premises not be returned in such a manner as outlined above, the LESSOR shall deduct labor costs from the deposit. Should costs exceed the deposit amount, LESSEE shall pay the additional cost to the LESSOR upon demand.

Lessee is responsible for normal cleanup which includes depositing dirty dishware in dish pit, removing all garbage from trash cans and taking them to the dumpster located outside, picking up any trash outside and removing all personal items from the premises.

KITCHEN, IF USED: Wipe down all surfaces of steamtable and counter tops. If range and ovens are used, grease and spills need to be cleaned up. DO NOT dump any grease/oil down drain.

#### **G. INDEMNIFICATION**

LESSEE agrees to indemnify and defend and save harmless the LESSOR against any and all claims for personal injury, death, or property damage resulting directly or indirectly from any act, incident, or accident, occurring as a result of the acts, errors or omissions, of the LESSEE or its agents, guests, invitees, or employees, arising in connection with the operations, use, or occupancy of the premises by LESSEE.

#### **H. GENERAL TERMS AND CONDITIONS OF USE AND OPERATION**

- 1. LESSEE may not assign or sublet this lease.
- 2. LESSEE agrees that at all times activities will be conducted with full regard to public safety and will observe and abide by all applicable laws and regulations and requests by duly authorized agencies responsible for public safety.
- 3. LESSEE will comply with all laws of the United States and State of Alaska: all Borough ordinances; and all lawful orders of the troopers and fire departments, or other authorities; and will obtain, and pay for all necessary permits and licenses and will not do, nor allow to be done, anything on said premises during the term of this lease in violation of any such laws, ordinances, rules, or orders.
- 4. LESSEE shall not admit to said premises a larger number of persons than capacity limits or exceeds fire code (140 occupants); it is further understood and agreed that LESSEE will permit no chairs or seats to remain in the passageways or fire exits in said premises and will keep all passageways and fire exits clear at all times; and that the sidewalks, grounds, entries, passages, vestibules, halls, abutting streets, and all ways of access to public utilities of said premises, shall not be obstructed by LESSEE or used for any purpose other than for ingress to and egress from demised premises.
- 5. LESSEE shall not injure, nor in any manner deface said building or premises; and shall not permit anything to be done whereby said building or premises shall be in any manner injured or marred, or defaced, nor shall LESSEE drive, NOR PERMIT TO BE DRIVEN, ANY NAILS, HOOKS, TACKS, THUMB TACKS, OR SCREWS, IN ANY PART OF THE BUILDING; NO TAPE SHALL BE USED ON PAINTED WALL SURFACES OR CEILING PANELS TO SECURE DECORATIONS, NOR SHALL LESSEE MAKE, OR ALLOW TO BE MADE, ANY ALTERNATION OF ANY KIND therein. This if said premises, or any portion of said building or grounds, during the term of this lease, shall be damaged by the act, default or negligence of LESSEE or by LESSEE'S agents, employees, guests, invitees, or any person, or persons admitted to said premises by said LESSEE, the LESSEE will pay LESSOR upon demand such sum as shall be necessary to restore said premises to their original condition.
- 6. LESSOR does not relinquish and does hereby retain the right to enforce all necessary laws, rules, and regulations, for the management and operations of said premises. LESSOR retains the right to enter the demised premises at any time and on any occasion, without any restrictions whatsoever.

- 7. LESSOR reserves the right to eject, or cause to be ejected, from the premises any disorderly or intoxicated/inebriated person; and neither LESSOR nor any of its officers, agents, or employees, shall be liable to LESSEE for any damages that may be sustained by and through the exercise of such right.
- 8. LESSEE will not allow beer, wine, liquor, or alcoholic beverages of any kind to be sold upon said premises without the express written consent of LESSOR. The dispenser must have on file with the State of Alaska a current TAMS card and provide a copy of said card along with a copy of current State of Alaska ID.
- 9. The premises are to be used for non-commercial purposes only. LESSEE shall not allow the premises to be used for commercial purposes in any manner. The Nikiski Senior Center Executive Director shall be the sole authority for determining which purposes are commercial.
- 10. Children need to <u>be supervised at all times</u>. Please make sure children DO NOT climb on any of the railings inside or outside of the building.

LESSEE agrees to accept all terms and conditions of this Agreement. Any decision affecting any matter not herein expressly provided shall rest solely within the discretion of the Nikiski Senior Center Executive Director.

IN WITNESS WHEREOF, We the said parties herein set our signatures this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_.

LESSOR :

LESSEE :

Signature

NIKISKI SENIOR CENTER 50025 Lake Marie Avenue Nikiski, AK 99635

Printed Name of LESSEE

Mailing Address

City State Zip

Phone

## **"FREQUENTLY ASKED QUESTIONS"**

- 1. We have available the following tables which are included in the base rental fee:
  - a. Twelve (12) 72-inch rounds (seat 8-10)
  - b. **Twelve (12)** 6-foot rectangular plastic folding tables *(these may not always be available as the NSC uses these for special community events throughout the year)*

- c. Nine (9) 60-inch rounds (seats 6)
- d. Ten (10) 36-inch square (seats 4)
- e. Fourteen (14) Plastic folding rounds (for the deck)
- 2. We do have tablecloths available for our renters which are included in the base rental fee. There are also rental companies that will rent, deliver, and pick up for you. We have our own preferred laundromat do the laundering due to differing areas of water quality and the rental includes the laundering fee.
- 3. Coffee pots are provided for your use. They are automatic and do not require water to be added. **Please** provide your own coffee and filters.
- 4. The trash dumpster is located to the left of the parking lot in the front as you are walking in.
- 5. The freezer/pantry area is off limits to the public.
- 6. The refrigerator can be made available with prior agreement so we can arrange for it to be cleared out for your food storage, but **all food must be removed as part of the cleanup.**
- 7. Room occupancy rate is 175 individuals.
- 8. Rental of the facility does not include prior day access, but as long as you pre-arrange it, we will try to accommodate decorating during limited business hours.
- 9. When renting the building, please notice any prior damage at the pre-use inspection. We attempt to keep the center in excellent condition and appreciate notification of deficiencies.
- 10. When having a wedding reception, please **do not throw birdseed** outside the front door. It settles in the rocks and then sprouts. Please keep in mind that **whatever is thrown must be picked/swept up.**
- 11. The only rooms available for rental use are listed. Lessee and guests are not to be in any area not rented unless specified in other arrangements in the contract.
- 12. When your rental is finished, someone needs to remain on the property until our employee has had the opportunity to check the facility for damages. As stated in the contract, you are responsible for the costs of any damage.
- 13. If you wish to rent during the week, the dining room is available after 3 p.m. The activity must end by 10 p.m.
- 14. Your rental deposit will be refunded by Nikiski Senior Center within 15 days following your rental unless there are damage issues. You will receive the check by mail or credit card refund.
- 15. Once the building has been vacated and the employee has left, any requests for additional services (such as picking up forgotten items) can be handled during regular business hours, Monday through Friday from 9 am to 4 pm.
- 16. As a reminder, the Nikiski Senior Center is a non-smoking facility. Marijuana use is strictly prohibited.
- 17. Fireplace use should be discussed prior to your event.
- 18. We do not allow any open flame candles in the building.
- 19. We do not allow open burning on the grounds.
- 20. All supplies and equipment brought into the center will need to be removed immediately after your scheduled event. We understand sometimes it may not be convenient to remove large items late in the evening. If prior arrangements are made, they can be picked up by 9 a.m. the next business day.
- 21. <u>Do you have a caterer?</u> Please make sure they receive a copy of the contract and the frequently asked questions sheet. Most caterers are not aware of the contract "rules and safeguards". You will be responsible for their conduct and treatment of the Senior Center.
- 22. WHEN MOVING TABLES, PLEASE EITHER PICK THEM UP, OR UNLOCK THE WHEEL LOCKS AND ROLL THEM INTO PLACE. Dragging them damages the floor and the wheels.

- 23. WHEN MOVING CHAIRS, PLEASE PICK THEM UP as dragging them over distances damages the carpet, the floor, and the chair legs.
- 24. Please respect the Senior Center campus boundaries, which are limited to the parking lot, the sidewalks, and the deck. The lawn area surrounding the Nikiski Senior Center building is acceptable but please respect the housing tenants next door and avoid their back yards.
- 25. NO HARD ALCOHOL IS PERMITTED AT THE NIKISKI SENIOR CENTER
- 26. We recommend that you obtain a one-day event insurance policy from your insurance provider. Your homeowner's insurance policy might have liability coverage that would be sufficient.

We hope this helps you plan your activity. Should you have other questions, don't hesitate to give us a call at 907.776.7654.

We are excited to hold your special event here, will accommodate you as much as we can, and ask only that you give us the courtesy of respecting our rules which are geared to public and property safety.