



City of Palmer

MTA Events Center
1317 S. Kerry Weiland Ct.
Palmer, AK 99645-5805

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MTA EVENTS CENTER USE AGREEMENT

This Agreement, dated this _____ day of _____, 20_____, is entered into by the CITY OF PALMER, (hereinafter "CITY") and:

ORGANIZATION NAME: _____

ADDRESS: _____ E-MAIL: _____

This Agreement between the CITY and the organization named above (hereinafter "USER"), covers the USER'S use of the MTA Events Center (hereinafter "MTAEC").

1. This Agreement is effective on the date written above and shall terminate the earlier of either _____ or June 15, 2020.

2. Type of use (check appropriate box):

Type of Use	Rate*	Notes
Prime Ice Rental per hour	\$200	
Nonprime Ice Rental per hour	\$155	
Events Center Rental (dry floor) per hour	\$150	
Paid Gate Event Ice Rental per hour	\$220	
Events Center Rental (ice covered) per day	\$2,500	
Birthday Party (during Open Skate)	\$75	
Other:		

*Refer to the MTAEC Fee Schedule for other fees and charges, if applicable. Fees are subject to change by City Council action and will apply to this Agreement upon their effective date.

Prime and Nonprime Hours:

Nonprime: April 1 - August 31: All times.

Nonprime: September 1-March 31: Monday through Friday, 8:00 am to 5:00 pm, after 10 pm

Prime: September 1 - March 31: Monday through Friday, 5:00 pm to 10:00 pm
Saturday and Sunday, 6:00 am to 10:00 pm

3. Under this agreement, the total amount of monthly fees are payable in full within 30 days of invoice date.

4. Interest will be charged to USER beginning 30 days past invoice date at 1.5% per month (annual rate of 18%) prorated on the unpaid balance. If the total monthly fee is not paid in full, with

accrued interest, within SIXTY (60) days of invoice, this use agreement may be revoked and all subsequent scheduled use by USER may be cancelled.

5. USER must provide a minimum of FORTY-FIVE (45) days advanced **written** notice of cancellation of scheduled ice time. If USER fails to give such advance notice, USER agrees to pay the full payment of the unsold portion of cancelled ice time, or exchange and utilize available ice.
6. USER hereby guarantees and assumes full and exclusive responsibility for all damages or losses to property, fixtures and equipment belonging to CITY if caused by USER or its respective students, members, staff, agents or guests participating in or observing events during the term covered by this agreement and utilized by the USER. USER will notify CITY immediately of any vandalism, damages or losses to CITY property, fixtures and equipment.
7. USER hereby guarantees and assumes full and exclusive responsibility for the safety of the persons and property of all participants and events including, without limitation, players, participants, staff, officials, agents or lessee, spectators, and members of the public in attendance during the term covered by this agreement and utilized by the USER. USER will notify CITY immediately of any accidents or injury that occurs during USER events in or on CITY property and grounds.
8. USER will comply with all reasonable rules, regulations and codes of conduct established by the CITY. The CITY reserves the right to eject any person and/or the USER organization from the facility for noncompliance at the sole and absolute discretion of the CITY'S supervisor in charge.
9. The CITY shall have the right upon reasonable notice to USER, to pre-empt use of the MTAEC.
10. USER has the responsibility to inspect the MTAEC before each activity and shall report any defects to MTAEC personnel immediately.
11. The USER shall indemnify, defend, and hold and save the CITY, its elected and appointed officers, agents, and employees harmless from any and all claims, demands, suits, or liability of any nature, kind, or character, including costs, expenses, and attorney's fees. The USER shall be responsible under this clause for any and all legal actions or claims of any character resulting from injuries, death, economic loss, damages, violation of statutes, ordinances, constitutions, or other laws, rules or regulations, contractual claims, or any other kind of loss, tangible or intangible, sustained by any person, or property arising from USER'S or USER'S officers, agents, employees, partners, attorneys, suppliers, and subcontractors' performance or failure to perform this agreement in any way whatsoever. This defense and indemnification responsibility includes claims alleging acts or omissions by the CITY or its agents which are said to have contributed to the losses, failure, violations, or damage. However, the USER shall not be responsible for any damages or claim arising from the sole negligence or willful misconduct of the CITY, its agents, or employees.
12. CITY is not responsible for any lost, stolen, or misplaced personal items or equipment of the USER including but not limited to, items left unattended in the MTAEC or premises.
13. USER is responsible for compliance with the Americans with Disabilities Act, as it relates to the event, performance, and services to be provided for individuals with disabilities.
14. USER shall not deny participation in or admission to any event of the USER nor membership in USER'S group(s), because of race, creed, color, national origin, sex or religion.
15. USER agrees to abide by the Code of Conduct included with this agreement as well as all rules and regulations posted at the arena.

THIS AGREEMENT, subject to all the provisions set forth above, and attachments hereto, does hereby allow USER and the bona fide members and guests of USER to the use of the CITY MTAEC by the members and guests attending USER's events during the term established by this Agreement.

By their signature below, the USER's representative affirms they have authority to act on behalf of the USER, acknowledge receipt and reading of this Agreement and the Code of Conduct, and receipt of the MTAEC Event Center Schedule.

MTA EVENTS CENTER USE AGREEMENT CODE OF CONDUCT

1. Skating sessions shall begin and end according to the final posted schedule.
2. Without exception, coach's and organization leadership are responsible for ensuring the following:
 - a. Everyone must stay off the boards and off the ice during resurfacing.
 - b. The locker rooms must be left clean after each use.
 - c. Do not leave gear or personal items unattended.
 - d. Abuse and vandalism of MTA Events Center facilities is prohibited. Any damage must be reported to the arena supervisor immediately.
 - e. Off-ice shooting of pucks or other objects is prohibited unless in designated areas.
 - f. Children under 9 years of age must be under the supervision of a parent/guardian.
 - g. With the exception of events at which alcoholic beverages are served by a licensed server, use of alcoholic beverages or illicit drugs in any form is prohibited on MTA Event Center premises, including all buildings and grounds.
 - h. Smoking is prohibited within the arena buildings and within 20 feet of exterior doors.
 - i. Fighting, betting, gambling or any other illegal activity is prohibited.
 - j. **In the event of an accident, contact the MTA Events Center supervisor immediately.** First-aid equipment is located in the office; however, organizations are responsible for providing first-aid equipment for their events.
 - k. **In the event of a fire, pull the fire alarm located at each exit of the building.** The MTA Events Center supervisor shall direct participants out the nearest exit.
3. The MTA Events Center supervisor may stop any and all activities at any time if there are violations of the Code of Conduct, other facility rules, regulations, or any of the provisions set forth in the user agreement. Violations may result in revocation of the use agreement and cancellation of the organization's ability to rent the facility for the rest of the season.
4. Rules and regulations posted at the MTA Events Center and this code of conduct are supported by the Use Agreement which is the guiding principal document addressing use of the MTA Events Center.

USER Representative: _____ Print Name: _____

Phone: _____ Date: _____ Use Agreement No. _____

MTAEC Manager or Designee: _____