



**MATANUSKA-SUSITNA BOROUGH
COMMUNITY DEVELOPMENT
RECREATIONAL SERVICES**

350 E Dahlia Avenue, Palmer, AK 99645-6488
(907) 745-9578 FAX (907) 745-9635

**FACILITY USE PERMIT
ICE ARENA
(SHORT-TERM)**

This permit agreement, dated this _____ day of _____, 20____, entered into between MATANUSKA-SUSITNA BOROUGH RECREATIONAL SERVICES DIVISION hereby referred to as BOROUGH and:

Name: _____
Address: _____
City,State,ZIP: _____

hereby referred to as PERMITTEE, covers the use of the Brett Memorial Ice Arena (hereinafter referred to as "Ice Arena") by the PERMITTEE. The parties mutually agree as follows:

1. The term of this permit agreement is for the following:

DATES	TIME OF DAY		DAY OF WEEK						
	FROM	TO	S	M	T	W	T	F	S

Amount Due:	Amount Paid:	Paid by Check #:	Cash:	Staff:
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for the purpose of _____ (describe activity).

2. A user fee in the amount of [_____] per hour will be assessed. All user fees are due and payable up front for any permit issued for less than 5 hours total. User fees will not be transferred to another account for any reason.

3. Ice Arena use cancellations **must be in writing** and will be honored up to thirty (30) calendar days prior to scheduled date and time. If ice arena usage is cancelled with less than thirty (30) calendar days notice, the PERMITTEE will remain responsible for the payment of user fees for the scheduled time(s).

4. PERMITTEE hereby guarantees and assumes full and exclusive responsibility for all damages or losses to property, fixtures, and equipment belonging to BOROUGH if caused by PERMITTEE or its respective students, members, staff, agents, or guests participating in, or observing events during the periods utilized by PERMITTEE pursuant to the terms of this permit agreement.

5. PERMITTEE 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 at either events contemplated hereby, or actually conducted by the PERMITTEE.

6. PERMITTEE will comply with all reasonable rules and regulations established by the BOROUGH. The BOROUGH reserves the right to eject any person from the facility for any reasonable reason in the sole and absolute discretion of the BOROUGH'S supervisor in charge.

7. The BOROUGH shall have the right upon reasonable notice to PERMITTEE, to pre-empt use of the ice arena.

8. PERMITTEE has the responsibility to inspect the ice arena before each activity, or other use of the ice arena. Any defects should be immediately brought to the attention of appropriate ice arena personnel.

9. PERMITTEE shall save, defend, indemnify, and hold the BOROUGH harmless against any and all liability, and against all claims or actions based upon or rising out of damage or injury (including death) to persons or property caused by or sustained in connection with the activities in conjunction with or pursuant to this permit agreement and the defense of any such claims or actions. PERMITTEE shall also indemnify BOROUGH against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to PERMITTEE'S employees engaged in activities in conjunction with, or pursuant to, this agreement.

10. INSURANCE. Without limiting the PERMITTEE'S indemnification, the PERMITTEE shall purchase and maintain in force at all times during the term of this permit, a General Liability Insurance Policy (more particularly described below). Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the PERMITTEE'S policy contains higher limits, the BOROUGH shall be entitled to the extent of such higher limits.

Comprehensive (Commercial) General Liability Insurance. Coverage limits of not less than two hundred thousand dollars (\$200,000.00) combined single limit per occurrence bodily injury and property damage.

Certificates of insurance must be furnished to the BOROUGH prior to any facility use, and must provide for a thirty (30) day prior notice of cancellation, non-renewal or other material change. Failure to furnish certificate of insurance or notice of lapse of any policy constitutes a material breach and grounds for termination of this Permit.

The BOROUGH shall be named as an additional insured party.

11. BOROUGH is not responsible for any lost, stolen, or misplaced personal items or equipment of the PERMITTEE including but not limited to, items left in the locker rooms, or main arena.

12. PERMITTEE is responsible for compliance with Americans with Disabilities Act, as it relates to the event, performance, and services to be provided in relation to the event for individuals with disabilities.

13. PERMITTEE shall not deny participation in, or admission to any event of the PERMITTEE nor membership in PERMITTEE'S group(s), because of race, creed, color, national origin, sex, or religion.

14. PERMITTEE agrees to abide by and follow the *Borough Administrative Policies* which are a part and parcel of this permit agreement.

I (we) further state that I (we) have authority to act in behalf of the above-named organization and acknowledge receipt and reading of the *Borough Administrative Policies*.

Dated: _____

Dated: _____

ORGANIZATION NAME

MATANUSKA-SUSITNA BOROUGH

PERMITTEE AUTHORIZED REPRESENTATIVE

BRETT MEMORIAL ICE ARENA MANAGER

PRINTED NAME

CONTACT TELEPHONE NUMBERS