

# Facilities Use Agreement

This Facilities Use Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 202\_\_ (“Effective Date”), by and between **Matanuska Telecom Association, Incorporated**, an Alaska co-operative corporation (“MTA”) located at 1740 South Chugach Street, Palmer, Alaska 99645, and \_\_\_\_\_, a \_\_\_\_\_ [corporation] [limited liability company] [non-profit corporation] [individual], located at \_\_\_\_\_, Alaska \_\_\_\_\_ (“Occupant”).

WHEREAS, MTA leases those certain premises located 141 Sun Mountain Ave., Building E, Wasilla, Alaska (the “Building”), a portion of which, MTA Tech Center, from time to time is available for use; and

WHEREAS, Occupant desires to use the below-described MTA Tech Center solely for the permitted purposes herein contained;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, MTA and Occupant agree as follows:

**1.0 Specific Use:**

MTA hereby grants permission to Occupant to use the following-described facilities: auditorium and conference room (“MTA Tech Center”), for the sole purpose of mission-specific, professional events, registered businesses and non-profits for events and meetings that are not religious, nor have political affiliations (“Permitted Activities”), for the below-defined Term.

**2.0 Term:**

**2.1** Occupant shall be permitted to use MTA Tech Center for the Permitted Activities only, and solely on the following date(s) and time(s) (“Term”):

Beginning \_\_\_\_\_ [insert day, date, and time] at \_\_\_\_\_ a.m. / p.m.. and  
Ending \_\_\_\_\_ [insert day, date, and time] at \_\_\_\_\_ a.m. / p.m.

Occupant’s schedule is as follows MTA Tech Center rooms will be available for set up one hour prior to the first scheduled start time and should be vacated no more than one hour after the scheduled end time.

**2.2** Time granted shall not be extended for the occupancy or use of MTA Tech Center or for the installation or removal of equipment and clean up without the prior written permission of MTA, and additional time shall be subject to additional fees as established by MTA.

**2.3** Nothing herein shall be construed as a promise or offer to enter into another Facilities Use Agreement upon expiration of the Term set forth in Section 2.1. MTA may refuse to enter into any subsequent agreement at its sole discretion. **Signatory Initials Here:** \_\_\_\_\_

### **3.0 Fees:**

**3.1** Occupant shall pay a lump sum fee of \$ \_\_\_\_\_ (“Fee”) for use of MTA Tech Center and any MTA-supplied equipment for the Term. This Fee does not include the Damage/Cleaning Deposit (see Section 3.2). ***Checks should be payable to MTA.***

**3.2** Damage/Cleaning Deposit: A deposit in the amount of \$250.00 (“Damage/Cleaning Deposit”) must be received with the signing of this Agreement, to be held by MTA until the conclusion of the event. The Damage/Cleaning Deposit shall be in the form of a check made payable to MTA. The Damage/Cleaning Deposit will be returned to Occupant within seven (7) business days following conclusion of the event if MTA Tech Center is left in clean and satisfactory condition, reasonable wear and tear excepted, as determined by MTA in its reasonable discretion.

**3.3** Occupant hereby agrees to leave MTA Tech Center and equipment located therein clean, secure, and in the same condition it was received, reasonable wear and tear excepted. Any reasonable costs incurred by MTA as a result of Occupant not fulfilling this obligation shall be itemized and set forth in a written invoice to Occupant and will be deducted from the Holding Reservation and/or the Damage/Cleaning Deposit. Any damage or clean-up costs above the deposit amount will be billed to Occupant and Occupant hereby agrees to fully and timely reimburse MTA for said costs.

**3.4** If a check is returned for non-sufficient funds or payment has been stopped, this Agreement may be null and void as determined by MTA in its sole discretion.

### **4.0 Control of MTA Tech Center:**

**4.1** Occupant covenants and agrees that all participants and invitees are under the direct and complete supervision and control of Occupant. Occupant agrees to be fully responsible for the actions and behavior of participants and agrees to supervise and be responsible for all of its activities and participants therein associated with this Agreement. MTA does not relinquish the right to control management thereof, however, and may enforce all the necessary and proper rules for the management and control of the event. MTA reserves the right to eject any questionable person or persons from MTA Tech Center that are disrupting the use of MTA Tech Center, the Building, MTA’s customers or other tenants of the Building. MTA also reserves the right at all times for any employees or agents of MTA to enter MTA Tech Center if it reasonably believes unauthorized activity is occurring at MTA Tech Center.

**4.2** Occupant shall not allow a number of persons in any portion of MTA Tech Center at any time in excess of the legal and normal capacity of such portion of MTA Tech Center.

**4.3** Catering and outside food/refreshments are allowed. Food storage and preparation facilities are not available. User responsible for cleanup and removal of garbage prior to scheduled departure time.

**4.4** The preparation and use of MTA Tech Center for the event shall not unreasonably interfere in any way with MTA’s operations in, or that of other tenants of the Building.

**4.5 Facility problems should be reported immediately to the point of contact assigned to the reservation. After hours, call MTA’s Dispatch 745-3131 or Tech Support Team if you experience problems with the DOORS, LIGHTING or EQUIPMENT.**

**4.6** MTA assumes no responsibility of for loss or theft of personal property, or damage to personal property of Occupant or any of its participants. Occupant and its participants assume all responsibility for risk of loss. **Signatory Initials Here:** \_\_\_\_\_

**4.8** Occupant, and all participants, employees and invitees shall conduct themselves in a legal, professional, inoffensive, and unobtrusive manner.

**4.9** Smoking, gambling, possession or use of alcoholic beverages or illegal drugs are not allowed at any time within the Building.

**4.10** No activities involving weapons of any kind permitted within in the Building.

**4.11** No animals may be brought within the Building.

**5.0 Damages:**

**5.1** Excluding matters caused by the negligence, acts, or wrongful omissions of MTA, its agents or employees, Occupant shall, at its cost, restore or repair any damage to any portion of the Premises or Facility caused by the act or omission of Occupant, Occupant's agent, employees, or invitees during the Term. Occupant hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to any portion of the Premises and/or MTA Tech Center with the consent of Occupant, its agents or employees.

**5.2** No open flames or flammable materials (e.g. candles) are allowed inside MTA Tech Center or on the Premises.

**5.3** Persons attending the event shall confine themselves to the specific part of MTA Tech Center reserved for the event.

**5.4 Waiver of Damages.** IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE TO ANY OTHER PARTY HERETO FOR LOST PROFITS (WHETHER DEEMED DIRECT OR INDIRECT DAMAGES), CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR MTA TECH CENTER, REGARDLESS OF THE BASIS OF THE CLAIM.

**Signatory Initials Here:** \_\_\_\_\_

**6.0 Applicable Laws:**

**6.1** Occupant agrees to comply with all applicable state, federal, or city laws and regulations, and with the policies and regulations of MTA pertaining to the use and occupancy of MTA Tech Center.

**7.0 Alteration, Decorations, and Damage:**

Occupant shall not injure, or in any way deface MTA Tech Center or the furnishings located therein, and shall not cause or permit anything to be done whereby said Facility or the furnishings located therein shall be in any manner injured, marred, or defaced, and will not drive or permit to be driven, nails, hooks, tacks, or screws into any part thereof, and will not make or allow to be made any alterations of any kind therein. No items may be taped to the walls except with MTA's express prior written permission. **Signatory Initials Here:** \_\_\_\_\_

**8.0 Equipment:**

**8.1** Occupant agrees that it will not use MTA's equipment, tools, or furnishings, located in or about described Facility, without first seeking and receiving the prior written approval of

MTA. Occupant shall not damage, injure or in any way render inoperable, any of MTA's equipment, tools or furnishings. Occupant will contact MTA immediately if any of the MTA's equipment appears dysfunctional, damaged, or inoperable in any way.

**9.0 Additional Users**

Occupant understands and agrees that during the Term of this Agreement other events may be held in or near the described Facility, and the Occupant shall so conduct its activities and manage its participants so as not to interfere with any other tenant, occupant and/or activity of MTA. Signatory Initials Here: \_\_\_\_\_

**10.0 Violation:**

If at any time the use of MTA Tech Center by Occupant violates an applicable local, state or federal ordinance or law, Occupant shall either cease and desist from continuing such use or surrender MTA Tech Center forthwith upon demand of MTA or such local, state or federal enforcement officers.

Signatory Initials Here: \_\_\_\_\_

**11.0 Insurance:**

Occupant covenants and agrees that it will at all times during the Term hereof, at its own expense keep in full force and effect, in companies satisfactory to the MTA, insurance with combined single limit coverage of at least one million dollars (\$1,000,000.00) per occurrence, and at least two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the Occupant and MTA as parties insured, and the such policy(ies) may not be cancelled (including also cancellation for non-payment of premiums) or amended without thirty (30) days' prior written notice to MTA. Each such policy or a copy thereof and a certificate showing the same to be in effect shall be delivered to MTA at least ten (10) business days prior to the commencement of the Term. Occupant also will have in place a policy of statutorily mandated worker's compensation insurance and will carry any necessary automobile insurance.

Signatory Initials Here: \_\_\_\_\_

**12.0 Indemnification and Hold Harmless:**

Occupant hereby releases and agrees to indemnify, defend and hold harmless MTA and its affiliates, members, directors, officers, agents and assigns from, for and against any and all liabilities, suits, claims, damages, injuries, including, without limitation, risk of loss of property, death or personal injury, actions, costs or expenses of any kind or nature whatsoever (including actual, reasonable attorney's fees and costs), due to or arising out of the use of MTA Tech Center by Occupant or its agents, or out of any negligence, act or omission of Occupant, its employees, guests, servants, agents or invitees.

The indemnities of Occupant under this Section 12 shall survive the expiration or earlier termination of this Agreement. Signatory Initials Here: \_\_\_\_\_

**13.0 Assignment and Subletting:**

Occupant shall not assign or transfer this Agreement or sublet any portion thereof without the prior written consent of MTA. Occupant herein is an independent contractor and not the agent or employee of MTA.

**14.0 Default, Notice of Cancellation; Termination:**

**14.1** In the event Occupant fails to pay any fee or other sum required to be paid by Occupant hereunder when due, or otherwise fails to comply with or observe any other provisions of this Agreement, MTA may immediately terminate this Agreement and all rights of Occupant hereunder.

**14.2** Occupant shall give at least forty-eight (48) hours' notice of cancellation for use of MTA Tech Center, and upon such notice, MTA shall fully refund Occupant all deposits and fees, including, without limitation, the Holding Reservation Charge and Damage/Cleaning Deposit. Should Occupant give notice of cancellation for use of MTA Tech Center less than forty-eight (48) hours prior to the event described in, Occupant shall pay a no-show fee in the amount of one hundred-fifty dollars, (\$150). Notwithstanding the above, and in the event of severe weather or other uncontrollable emergency, including, without limitation, public health or other pandemic conditions, either MTA or Occupant may cancel this Agreement at any time.

**14.3** This Agreement shall become effective on the Effective Date and may be terminated at any time by MTA. Upon any termination or expiration of this Agreement, Occupant shall immediately remove all Occupant equipment from MTA Tech Center and restore MTA Tech Center to the condition in which Occupant found it. Occupant shall also immediately return any MTA property including keys and/or access cards. Signatory Initials Here: \_\_\_\_\_

**15.0 Miscellaneous.**

**15.1** Any notice pursuant to this Agreement shall be made in writing and delivered to the relevant party to the address first set forth above, and in the manner set forth below their signatures to the Agreement below with an emailed copy to [MTA-contracts@mtasolutions.com](mailto:MTA-contracts@mtasolutions.com) or such other address as a party may in the future specify by notice hereunder and shall be deemed to have been duly given.

**15.2** This Agreement contains the entire Agreement between the parties with respect to the use of the Facilities. In the event any one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall remain unimpaired and in full force and effect. Any agreement to change any terms and conditions of this Agreement shall be valid only if the change is made in writing and executed by authorized representatives of the parties to this Agreement. The failure of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Contract by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**15.3** This Agreement may not be assigned by any party hereto without the prior written consent of the other party.

**15.4** This Agreement shall be construed and governed by the laws of the State of Alaska, without regard to its conflict of laws principles. The parties agree that all actions brought

to enforce any provision of this Agreement or arising out of or based upon this Agreement shall be brought in the federal or state court in the Third Judicial District in Palmer, Alaska. Occupant hereby expressly consents to the exclusive personal jurisdiction of such court for any dispute resolution under this Agreement. The substantially prevailing party in any such action shall be entitled to its costs and fees (including actual reasonable attorneys' fees and court costs) including in connection with any such action. EACH PARTY HEREBY WAIVES ITS RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARISING UNDER THIS AGREEMENT.

**15.5** Each party warrants and represents that this Agreement has been executed by a duly authorized representative of such party, and this Agreement constitutes the legal, valid and binding obligation of such party.

**15.6** Occupant shall not use the name, trademark, logo or other proprietary designation of MTA without MTA's express prior written approval.

**15.7** This Agreement may be executed in counterparts, each of which is deemed to be an original, but all of which constitute the same agreement. A facsimile or electronic copy of this Agreement, so long as it has been fully executed by the parties, shall have the same force and effect as an original.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the Effective Date.

*Please note, if contract is mailed, it must be mailed to the attention of MTA Legal.*

<b>Occupant</b>		<b>Matanuska Telecom Associated, Incorporated</b>	
Authorized signature		Authorized signature	
Printed name		Printed name	
Title		Title	
Date		Date	

## Schedule of Fees & Room Capacity

### Facility Charges

	Minimum Donation	
	Half Day	Full Day
Space Only	\$250	\$500
Space + Video Wall	\$500	\$1,000

A half day is 4 or fewer hours; a full day is more than 4 hours during one calendar day.

All donations and fees will go directly to the MTA Foundation's charitable contribution fund. The MTA Foundation serves to pioneer technology growth and economic development throughout Alaska with its robust scholarship program, donations, and monumental major grants.

MTA reserves the right to reduce or waive any fee or required donation on a case-by-case basis. The Technology Consultant Office (glassed in area) and its amenities are not included in the rental of MTA Tech Center.

### Meeting Rooms and Capacity

Maximum capacities for each area:

<b>Entire Center</b>	<b>135</b>
<b>Auditorium</b>	<b>102</b>
<b>Conference Room</b>	<b>33</b>
<b>Kitchen</b>	<b>N/A for common areas</b>

Room setup and equipment requests must be finalized no later than five (5) business days prior to the Permitted Activities start date.