



Filipino Community, Inc.
251 South Franklin Street, Juneau, Alaska 99801 Phone: (907) 586-4116

FILIPINO COMMUNITY DANCE STUDIO AGREEMENT

Contact Name: _____

Organization: _____ Phone: _____ Cell: _____

Mailing Address: _____

Usage organization is (check one): For Profit; Non-Profit; Individual; Government

PROFIT ORGANIZATIONS: Your usage will be assessed the fees shown below. Please note the Filipino Community, Inc. is a non-profit organization and therefore, donations for use of the facilities are welcome.

| DANCE STUDIO USAGE FEES (check below) | <input type="checkbox"/> MEMBERS |
|--|----------------------------------|
| Daily | |
| <input type="checkbox"/> 1 Hour use only. Day of the week: Start Date: _____ To: _____ Start time: _____ To: _____ | \$20.00 |
| • Cleaning Deposit (refundable) | \$100.00 |
| Cost: | \$120.00 |
| Weekly | |
| <input type="checkbox"/> 1 Hour use times at \$20.00 (X) How many hours in a week. What day in the week: Start Date: _____ To: _____ Start Time : _____ To: _____ | |
| • Cleaning Deposit (refundable) | \$100.00 |
| Cost: | |
| Monthly | |
| <input type="checkbox"/> 1 Hour use time at \$20.00 (X) How many hours in the month. What day in the month: Start Date: _____ To: _____ Start time: _____ To: _____ | |
| • Cleaning Deposit (refundable) | \$100.00 |
| Cost: | |
| EQUIPMENT USAGE FEES (optional) | |
| <input type="checkbox"/> Sound System/microphones | N/C |
| <input type="checkbox"/> Computer | N/C |
| <input type="checkbox"/> Overhead projector/projector screen | N/C |
| <input type="checkbox"/> TV/DVD/VHS | N/C |
| <input type="checkbox"/> Wi-Fi Connection | N/C |
| Damage Security Deposit (refundable) | \$100.00 |
| TOTAL COST OF USAGE: | |

Reservation DATE: _____

(TERMS AND CONDITIONS OF USAGE ON FOLLOWING PAGES)

TERMS AND CONDITIONS OF USAGE

Payment (Check Only): Provide two checks – 1) for Usage Fee, and 2) for Cleaning and Damage Security Deposits. Payments must be submitted to confirm your reservation. Make checks payable to: **Filipino Community, Inc.**, and mail or drop off Usage Agreement form with payments to: 251 South Franklin Street, Juneau, AK 99801.

Member Fees: A user may qualify for the discounted Member Usage Fees if the applicant is a paid member of the Filipino Community, Inc. and has been a member at least 30 days prior to submitting the Usage Agreement application and payments.

Cancellation: Your reservation may be canceled up to 5 days prior to the reservation date. Cancellation after 5 days prior to the reservation date will forfeit 50% of the Cleaning and Damage Security Deposits.

BUILDING ACCESS

Full Day (24-hours) Occupancy: The facility may be occupied no sooner than 10:00 PM the night before the scheduled date. If an event is being held the night prior to the scheduled date, occupancy to the facilities may occur only after the current event has concluded after 10:00 PM.

8 Hour Occupancy: Usage based on 8 hour occupancy must be cleared at the end of the usage period. Any time over the 8 hour period will incur additional charges in increments of the 8 hour occupancy fee.

Cleanup / Damage / Loss: User agrees to leave the premises and rental equipment in good and undamaged condition. User is responsible for the costs of cleanup, repair or replacement if the facility or equipment is left dirty or damaged. The user will be notified in writing of any such charges within seven (7) business days from the date of use; and the Filipino Community, Inc may withhold proper amounts from the Cleaning and Damage Security Deposits. The user shall be responsible for and promptly pay any excess charges.

Set-up Fee: Optional, unless User desires to pay Filipino Community to set-up. User is responsible for their own set-up and for returning the furniture arrangement (tables and chairs) in accordance with the attached diagram. Failure by the User to return furniture to its original arrangement entitles the Filipino Community Inc to the Hall Set-up charge of \$100.00 which may be assessed against the Cleaning and Damage Security Deposits.

Facility /Equipment Use

- A. The Filipino Community Inc. declares intent to do business in good faith, but reserves the right to refuse to allow usage to any one and for any proposed use, with or without reasons.
- B. The Filipino Community Inc. reserves the right to require proof of insurance on the part of the User for a proposed use, and to require the Filipino Community Inc. be added as a named insured or otherwise covered for purposes of the proposed use.
- C. All equipment will be used solely according to its intended purpose.
- D. Nothing is to be taped, tacked or otherwise attached to interior or exterior walls unless otherwise approved in advance by the Filipino Community Inc.
- E. Use or possession of illegal drugs in or outside the premises is strictly prohibited
- F. Sale or use of alcohol in or outside the premises is prohibited; unless, authorized by the Filipino Community Inc. The Filipino Community Inc. may, in its discretion, permit alcoholic beverages at a function catered by a licensed holder upon proof of the license, insurance and appropriate indemnity/hold harmless agreements; or the alcoholic beverages are served and controlled by an individual who holds a TAMS card and assumes full responsibility for dispensing the alcohol. Under NO circumstance is alcoholic beverage containers or consumption to be taken outside of the facility.

- G. The Kitchen may be used for preparing and serving food. User will provide its own cooking and serving equipment and will be responsible for removal of any such equipment, food or supplies brought by user. The kitchen equipment including stove, stainless wall, oven, fryer, sinks, counters and floor must be cleaned after User.
- H. If the Kitchen is used, it is **mandatory** the cooking **hood fan** be turned on before operating any cooking appliance in the kitchen. If User fails to comply and emergency equipment engages, User will be responsible for all clean up and applicable charges to restore the kitchen to operable condition.
- I. The Equipment (sound system, disco light, TV/DVD, projector/screen) may be used only if the User makes an appointment and receives instruction on its use.
- J. The use of Smoke Machines or other Theatrical props producing smoke or intense heat is prohibited.

Opening and Closing of the Building: The Filipino Community Inc. will provide keys to access the facility to the User responsible for the Usage Agreement. The User will be responsible for appropriate secure use of the facility throughout the occupancy time, including closure of the facility at the end of the occupancy period.

Control of Guests: User is solely and exclusively responsible for its guest, agents and invitees, and their actions. User is responsible for confining guests to the main hall.

Capacity: User shall not sell or distribute or permit to be sold or distribute tickets or passes in excess of the capacity of the facility. The facility capacity is established at five hundred fifty (550) persons. The Users shall not admit to the premises a large number of persons than the capacity will accommodate or can safely or freely move about in said usage area. The decision of the Filipino Community Inc. Representative in this respect shall be final. Any Director, Officer, or designated representative of the Filipino Community, Inc. shall have the right to enter and observe all functions.

Security: Users hereby assume full responsibility for the character, acts, and conduct of all person acting for or in behalf of the Users; and said User agrees to have available at all times at its own expense such police or security force as is deemed necessary by the Filipino Community Inc. Representative to maintain order and to protect person and property

Occupancy Disruption: In the event the Filipino Community Hall or any part thereof shall be destroyed or damaged by any cause, or if any casualty or unforeseen occurrence shall render fulfillment of this User Agreement impossible to complete, then and thereupon this User Agreement shall terminate. The User shall pay usage for the premises only up to the time of such termination at the rate herein specified; and the User shall hereby waive any claim for damages or compensation for such termination should this Usage Agreement be terminated. The foregoing includes labor strikes beyond the control of the Filipino Community, Inc.

Compliance with Law: The User shall comply with all laws and regulations of the United States and the State of Alaska, all local ordinances of the City & Borough of Juneau including all rules and regulations of the Juneau Police and Fire Department, policies and criteria established by the Filipino Community, Inc. for the use of the facility. The User will not permit anything to be done on said premises in violation of any such laws.

Protections: The Filipino Community, Inc. shall not be liable for loss, damage or injury occasioned by any acts of omission on the part of User, its agents, invitees or licensees. User hereby agrees to protect, defend, indemnify and hold the Filipino Community, Inc. harmless from claims, cases, and rights of action that may arise from any act or omission of the User, its agents, invitees or licensees. The Filipino Community, Inc. shall not be liable for any loss caused to a User by any casualty or damage to the premises or any of the User's property therein.

Alcohol Beverages: **No alcoholic** beverages will be served to any persons under age 21. City and Borough of Juneau ordinance 36.30.030, litter in public area must be observed at all times. User must ensure the sidewalk and adjacent property are free of litter. User is responsible for any fine the City may assess as a result of litter or violations of consumption laws.

Security/Public Safety: The Filipino Community Hall facility is equipped with an automatic Fire Alarm and Monitoring System. This User Agreement will hold the User responsible to be familiar with the Fire Alarm System. In the event the Fire Alarm is activated in error, the User is responsible to immediately call the Fire Alarm Monitoring System agency to report the false alarm. If Emergency Services (Fire Department, Ambulance, Police, etc.) are dispatched to the Filipino Community Hall as a result of a false alarm, the User will be responsible for all associated costs of the dispatched service.

Binding Effect of Usage Agreement: All terms and conditions of this Usage Agreement shall binding upon the parties, their heirs or representatives and cannot be varied or waived by any oral representative; cannot be varied or waived by any oral representation promised by any agent or other person of the parties hereto, unless placed in writing and is mutually signed by a duly authorized representative of the Filipino Community, Inc. and the responsible User identified in this Usage Agreement.

I accept full responsibility of the terms and conditions written in this agreement.

User Signature: _____ Date: _____

Accepted by Filipino Community, Inc. Representative:

FCI Signature: _____ Date: _____

Check #1 - Hall Usage Payment: _____ Check Number: _____

Check #2 – Cleaning and Damage Security Deposit: _____ Check Number: _____

Clean up Checklist

Please use the check list below to make sure the Hall is left clean after your event. If you fail to leave the Hall clean according to the list, your Cleaning and Damage Security Deposit may be forfeited.

Hall Checklist

- All tables are cleaned, washed, dry and put back in bingo configuration.
- All items / liquids dropped on the floor is cleaned and mopped.
- All garbage must be put in the garbage containers provided. Any boxes must be broken down and removed by the Users.
- All items including decorations, handouts, flyers, books, etc. provided by the User are removed.

Kitchen Checklist

- 1) All Filipino Community, Inc. cooking utensils and food supplies are not available to Users.
- 2) Users must supply their own coffee, sugar and creamer etc.
- 3) Stove, grill, oven, fryer, pots, pans (if used), and stainless wall must be washed and wiped dry – free of any food and grease.
- 4) Counter must be washed and wiped dry, cleaned of any spilled food or liquid.
- 5) Any food spilled on the kitchen floor must be cleaned and mopped dry.
- 6) Coffee urns/pots used, must be emptied, cleaned and wiped dry.
- 7) All food items must be removed. Do not leave food in refrigerator or on counter. Food safety standards must be strictly adhered to.
- 8) All garbage must be put into garbage containers provide in the Hall.
- 9) Any remaining food must be double bagged and placed inside the garbage containers.
- 10) Remove all personal cooking items.

Signature of the user: _____ Date _____