

CENTENNIAL HALL CONVENTION CENTER USE AGREEMENT

101 Egan Drive
Juneau, AK 99801

www.juneau.org/centennial
Telephone: (907) 586-5283
Fax: (907) 586-1135

TENANT: River of Glory

Primary Contact: Sam or Jennifer Dalin

Billing Address: P O Box 32905
Juneau AK 99803

Telephone: 364-2456

Fax: _____

Alt Contact: _____

Telephone: _____

Email: revsamd@aol.com

Email: _____

In consideration of the license fee, Centennial Hall Convention Center grants permission to use the licensed premises as described below only, and for no other purpose.

Date	Function	Person #	Total Use Time		Event Times		Room	Minimum Room Rent
			In	Out	Start	End		
12/9/12	Church Meetings	500	6:00am	2:00pm	10:00am	7:00pm	Entire Facility	\$1295.00
12/10/12	Church Meetings	500	6:00am	2:00pm	10:00am	7:00pm	Entire Facility	\$1295.00
12/11/12	Church Meetings	500	6:00am	2:00pm	10:00am	7:00pm	Entire Facility	\$1295.00
12/12/12	Church Meetings	500	6:00am	2:00pm	10:00am	7:00pm	Entire Facility	\$1295.00
12/13/12	Church Meetings	500	6:00am	2:00pm	10:00am	7:00pm	Entire Facility	\$1295.00
12/14/12	Church Meetings	500	6:00am	2:00pm	10:00am	7:00pm	Entire Facility	\$1295.00
12/15/12	Church Meetings	500	9:00am	1:00pm	9:00am	1:00pm	Egan	\$100.00

Pfeister 9/25/12

Type of use: Regular Government/Tax Exempt Local Non-Profit CBJ NP# 527

Room Rent Due: \$7770.00
\$7,870.00

Reservation Deposit

A reservation deposit fee is due with the return of signed Use Agreement on or before the due date indicated below. Advance payment equal to the peak day's room rent is required to reserve a meeting room or any ballroom section. Entire ballroom or entire facility reservations require a **non-refundable** deposit of \$500.00.

DEPOSIT AMOUNT: \$1295.00 **DUE DATE:** September 28, 2012

Room setup

Accurate pricing estimates and room setup suggestions are available through the Centennial Hall business office. Room setup, audiovisual, electrical, sound, lighting, catering and decorating plans should be discussed with our office no later than two weeks prior to the event date. Setup details provided after the date below and additions or changes made the date of the event may be subject to late fees at the Centennial Hall management's discretion.

LATE FEES: \$50.00 per setup change **DUE DATE:** November 26, 2012

Room Access

Tenant's use of premises, including set-up and removal of non-Centennial Hall related equipment is limited to "Total Use Time" as outlined in the above table outlining function details. Tenant agrees to full payment for additional block(s) of time for any use outside of the agreement terms. Should tenant's materials remain within Centennial Hall space after agreed total use of time, tenant agrees to pay Labor Charge(s)/Disposal fees incurred by Centennial Hall for relocation/disposal of materials.

Damage and Cleaning Deposit

Damage and cleaning deposits may be required for your event. Entire Ballroom rentals generally require a \$1,000 damage deposit. Full payment and the damage/cleaning deposit is due seven days prior to the event.

DAMAGE DEPOSIT: n/a **DUE DATE:** n/a

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5. Expiration of Occupancy. At the expiration of the occupancy contracted for herein, Tenant shall quit the premises. The equipment and facilities used shall be returned in the same condition and repair as before Tenant's use thereof, except for ordinary wear. In the event Tenant fails or refuses to surrender possession of the premises at the time herein agreed, Tenant shall be regarded as a trespasser and City shall seek appropriate legal measures, including criminal prosecution.

6. Property Brought to Premises. All personal property brought to the premises by Tenant shall, during Tenant's occupancy, be the sole responsibility of Tenant and City shall not be liable for its loss by fire, theft, or otherwise. During its tenancy, Tenant may not store or use personal property in the service corridors. If, upon expiration of the tenancy contracted for, Tenant fails to remove any property caused by Tenant to be brought upon the premises, the City and Borough of Juneau shall remove and dispose of the same according to law. City and Borough of Juneau shall have the sole right to collect and have custody of articles, left in the building or parking lot by persons attending any performance, exhibition, or entertainment given or held in the convention center premises. Tenant may not collect nor interfere with the collection or custody of such articles by City and Borough of Juneau.

7. Compliance with Laws. Tenant shall secure all permits or licenses required by any agency having jurisdiction and shall otherwise comply with all laws, regulations, rules, and ordinances of the United States, the State of Alaska, the City and Borough of Juneau, and Centennial Hall and may not suffer or permit to be done anything on the premises in violation of any such statute, ordinance, regulation, or other applicable law. Any material violation by licensee of any law shall constitute a breach of this agreement.

8. Signs, Posters, & Banners. All signage is restricted to space and times under this use agreement. Tenant shall not do or permit to be done upon the premises anything that will tend to injure, mar, or in any manner deface the premises and may not drive or install or permit to be driven or installed any nails, hooks, tacks, or screws in any part of the premises, including the parking lot thereof, and may not make or allow to be made any alterations of any kind to the premises or any equipment or facilities therein. Tenant may attach items to walls only in meeting rooms and may use only masking or cellophane tape.

9. Security. Tenant hereby assumes full responsibility for the character, acts, and conduct of all persons acting for or on behalf of Tenant, and Tenant agrees to have on hand at all times at its own expense such police or security forces as the Manager of Centennial Hall, having complete discretion, may deem necessary for the maintenance of order and protection of the persons and property on the premises. The City and Borough of Juneau reserves the right to eject for cause any person or persons from Centennial Hall or any part thereof, and Tenant waives any right and all claim for damages against the City for the exercise of such right.

10. Seating Capacity. Tenant shall not sell or distribute, or permit to be sold or distributed, tickets or passes in excess of event specific seating capacity of Centennial Hall. Tenant shall not admit to said premises a larger number of persons than the seating capacity thereof will accommodate. Each person in attendance shall have a ticket for a seat. Standing in the aisles, passageways, and on chairs is strictly prohibited. Sitting on the back of chairs or on attendees is also strictly forbidden.

11. American with Disabilities Act. Concerning the American with Disabilities Act and all the regulations there under ("ADA"), Centennial Hall Convention Center is responsible for the permanent building access requirements, such as, but not limited to, wheelchair ramps, restroom standards, hallways, and doors. The licensee or show management is responsible for the nonpermanent accessibility requirements, such as, but not limited to, seating accessibility, assistive listening devices, sign language interpreters, signage and other auxiliary aids:

12. Concession Sales. The City reserves unto itself and its assigned agents or subcontractors or concessionaires under agreement heretofore entered into the sole right to sell or dispense beverages and food sold or dispensed in Centennial Hall. Tenant may sell or distribute novelties, programs, cushions, or other articles. The manager of Centennial Hall must approve all items.

13. Access to Premises. The CBJ reserves for its representatives, agents, and officials free access and right to enter any portion of the Centennial Hall premises. The Centennial Hall, including the premises rented hereby and the keys thereof, shall at all times be under the control of the Manager of Centennial Hall.

14. Objectionable Persons. CBJ, through its Manager of Centennial Hall, and its agents and employees, reserves the right to eject for cause any person or persons from the Centennial Hall or any part thereof, and upon exercise of this authority through the Manager of Centennial Hall, its agents, or Juneau Police, Tenant hereby waives any right and all claim for damages against the CBJ by exercise thereof.

15. Advertising. Tenant shall not, without the consent of the Manager of Centennial Hall, distribute or circulate or permit to be circulated or distributed any advertising matter or program in or about the Centennial Hall, including the adjacent parking lots.

16. Occupancy Disruption. In the event the Centennial Hall or any part thereof shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this rental agreement by the CBJ impossible, including without limitation thereof, the requisitioning of the premises by the United States Government or any arm or instrumentality thereof, or failure by CBJ's Assembly to appropriate funds required to operate the Centennial Hall, then and thereupon this rental agreement shall terminate and the Tenant shall pay rental for the premises only up to the time of such termination at the rate herein specified, and the said Tenant hereby waives any claim for damages or compensation for such termination should this rental agreement be so terminated. The foregoing includes labor strikes beyond the control of the CBJ.

17. Scheduling. Unless otherwise specified in writing, the Manager of Centennial Hall shall be privileged to schedule other similar events both before and after the dates of this agreement without notice to the Tenant.

18. Acceptance of Premises. The Tenant agrees that it has inspected the Centennial Hall premises rented hereby and its equipment and that the same are in proper condition for the uses contemplated by the Tenant.

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Insurance

Certain events require liability and property damage insurance to protect the sponsor, patrons, and the City and Borough of Juneau. In such cases, which will be determined by the Centennial Hall Manager, a certificate of insurance showing Centennial Hall as additional insured must be delivered to Centennial Hall no later than seven days prior to the event.

INSURANCE: n/a unless alcohol is served **DUE DATE:** _____

Security:

The Centennial Hall Manager will determine the type of security our event requires. The user pays all security fees. If your event involves valuable equipment, we urge you to assign personnel to be with the equipment at all times.

SECURITY: REQUIRED NOT REQUIRED **REQUIREMENTS:** _____

Use Agreement Terms & Conditions:

1. Use of Centennial Hall. Use of Convention Center facilities includes heat, electrical power (excluding event related power drops), air conditioning, water and light, as required. The Tenant shall not permit the demised premises to be used for lodging rooms or for any other improper or objectionable purpose as determined by the Centennial Hall Manager. The City and Borough of Juneau reserves the right to use meeting rooms during move-in and move-out periods and show days after show hours when Tenant is not using the same, so long as rooms are in proper order for Tenant's use. All Food and/or beverage catering services must be through an "authorized participating caterer" or through a Centennial Hall provided service. Tenant's caterer must be current with compliance in all licenses and insurance requirements required by Centennial Hall/CBJ at the time of service, or tenant's chosen caterer may be restricted from providing service. Centennial Hall's kitchen is for the sole use of Centennial Hall staff, or a current authorized participating caterer. Use of function space does not include use of the facilities kitchen or service equipment.

2. Cancellations. If the City and Borough of Juneau cancels the reservation, the reservation deposit shall be refunded.
Ballroom Section(s) / Entire Complex Cancellations. If tenant cancels 180 days or more before reservation date, only the nonrefundable deposit will be retained by Centennial Hall; 179 days to 90 days before reservation date, tenant is liable for 25% of contracted room rent; 89 to 60 days before reservation date, tenant is liable for 50% of contracted room rent; 59 days or less tenant is responsible for entire contracted room rent. Payment schedule and due dates shall be stated on contract/cover letter.

Main Hall Public Show/Performance Cancellations. If bad weather, or other emergency prevents a performer(s), main speaker, or major equipment item which directly affects the performance, from arriving on time for event, and event is cancelled before public entry, room rent will be reduced to one half for that day. Tenant will be responsible for payment of fees for all equipment set for event. It shall be the responsibility of tenant to notify ticket holders of cancellation and processing of refunds. If space is available the following day the event may take place at the regular rate.

Meeting Room Cancellations. If tenant cancels 30 or more days before reservation date, tenant will receive full refund of contracted room rent paid; 29 to 14 days before reservation date, tenant will receive 50% refund of contracted room rent paid; 13 or less days before reservation date, tenant will receive no refund and is liable for entire contracted room rent.

3. Insurance. Tenant may be required to obtain and furnish to the Centennial Hall Manager at least five days prior to the time of occupancy herein provided, a certificate showing that there is in effect a policy of \$1,000,000 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability, in which the Tenant and the City and Borough of Juneau are each named as Insured, covering the full period of the Tenant's occupancy of the convention center. Such insurance shall cover the Centennial Hall convention center, parking lot, approaches, and sidewalks. Tenant may not do or permit to be done anything in or upon any portion of the premises, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the convention center or any part thereof, or in any way increase any rate of insurance upon the building or any property kept there nor shall without the written consent of the Centennial Hall Manager, put up or operate any engine or motor or machinery on the premises, or use oils, burning fluids, camphene, kerosene, naphtha, or gasoline for either mechanical or other purposes, nor any agent other than electricity for illumination. The Centennial Hall Manager may refuse to allow any use of the convention center facilities during any period when such insurance is not in force. Should the tenant for any reason bring a vehicle into the facility, automobile liability insurance for \$500,000.00 combined single limit shall be required.

4. Indemnity. The Tenant agrees to conduct activities upon the premises so as not to endanger any person or property therein; and shall indemnify, defend, and save harmless the City and Borough of Juneau against any and all claims of Tenant, Tenant's employees, or any subcontractor, patrons, or guests arising out of activities conducted by Tenant or its agents, patrons, or guests, or by reason of use of premises by Tenant, saving only claims for loss or injury caused by City and Borough of Juneau's gross negligence. If said premises, furnishings or any portion of the building used during the term of this rental agreement shall be damaged by act, default, or negligence of Tenant, or by Tenant's agents, employees, patrons, guests, or any persons admitted to said premises by Tenant, excepting loss by negligent acts of the City and Borough of Juneau, its agents or employees, Tenant will pay to City and Borough of Juneau upon demand such sum as shall be necessary to restore said premises to its previous condition. Tenant hereby assumes full responsibility for the character, acts, and conduct for all persons acting for or on behalf of Tenant. In the event of any such occurrence, Tenant shall be subrogated to all rights, claims, and causes of action of the City and Borough in such circumstances.

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19. Re-entry Right. Tenant agrees that if the premises or any part thereof shall become vacant during the said term the City or its representatives may re-enter the same either by force or otherwise without being liable for any prosecution therefore, and may at its option re-let the said premises as the agent of the Tenant and receive the rent therefore, applying the same first to payment of such expense as may be incurred in re-entering and re-letting said premises and then to the payment of the rent due by these presents; the surplus, if any, is to be paid over to the Tenant, and said Tenant covenants charges herein agreed to be paid remaining after deducting the net rental resulting from such re-letting. However, nothing herein contained shall be construed as imposing any obligation on the City to so re-let or attempt to re-let the said premises or in any way affect the obligation of the Tenant to pay the full amount of said rental in case said premises shall not be so re-let.

20. Television and Broadcasting. No performance or event presented in the Centennial Hall shall be broadcasted or televised or in any manner recorded for reproduction, except as may be incident to bona fide news or public affairs programming, without an agreement in writing between the Tenant and the CBJ respecting the times of such broadcast, such additional compensation to the CBJ as the parties may agree upon, and in any event upon the express condition that all expenses pertaining thereto will be prepaid in advance by the Tenant.

21. Copyright and Trademark Indemnification. Tenant warrants and represents that no music, literary, artistic work, or other property protected by copyright, nor name of any performing individual or group protected by trademark will be performed, reproduced or used in performance of this agreement unless Tenant has previously thereto obtained written permission from copyright or trademark holder. Tenant acknowledges Tenant acts under this agreement as an independent contractor, charged with responsibility of sole discretion for selection, performances, reproduction and use of such musical, literary, and artistic works and such individual performer or group of performers as Tenant deems appropriate and that Tenant undertakes strict compliance with all laws respecting copyrights and trademarks and the performances, reproduction and use of musical, literary, and artistic works or the use of name of performer or performing individuals or group. Tenant warrants that in performance of this agreement Tenant will not infringe any statutory common law or other right of any person in performing, reproducing, or otherwise making use of any work or material or performer or performing group. Tenant will indemnify, save and hold harmless the CBJ and its officials, agents, employees, and servants from and against all claims, costs, and expenses, including legal fees, demands, actions and liabilities of every kind of character whatsoever with respect to copyright and trademark rights and performance, reproduction, and use of musical, literary, and artistic works, or in the name of a performing individual or group. Tenant authorizes the withholding of payment under this agreement pending final disposition of any claim which may result from the foregoing and indemnification.

22. Royalties and Claims. Tenant agrees to pay when due all royalties, license fees, or other charges accruing or becoming due to any firm, person, or corporation by reason of any music either live or recorded, or other entertainment of any kind or nature, played, staged, or produced by the Tenant, its agents, employees, subtenants or licensees upon or within the premises covered by this rental agreement, including but not limited to royalties or licensing fees due to BMI, ASCAP, or SESAC. Tenant agrees to hold harmless the City, its agents and employees against any and all claims and charges, and to defend at its own expense, any and all such claims and charges. Tenant shall have the right, however, to protest, and if desired, to litigate and adjudicate any and all of such claims.

23. Assignments. Neither this license agreement nor any rights of the tenant hereunder may be assigned without the consent of the City and Borough of Juneau, and through the manager of Centennial Hall.

24. Binding Effect of Rental Agreement. All terms and conditions of this License Agreement shall be binding upon the parties, their heirs or representatives and assigns and cannot be varied or waived by any oral representation or promise of any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this License Agreement.

25. Governing Law. The parties to this License Agreement agree that the same was entered into in Juneau, Alaska and that the laws of the State of Alaska are applicable thereto.

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REQUIRED ACKNOWLEDGEMENTS:

Equipment rental

I agree to pay equipment rental fees for all audio-visual, sound, lighting, rigging, electrical, telephonic, computer, or room setup equipment used in conjunction with the room rentals listed in this contract. By initialing below, I understand that rental equipment will be billed following the event.

TENANT: X
(Tenant's Initial)

Additional Equipment

I authorize payment for additional on-site room-set changes including equipment and/or labor requested by my named designate. Additional equipment & late fees will be billed following the event.

TENANT: X DESIGNATE: _____
(Tenant's Initial) (Printed name of designee)

OPTIONAL:

No solicit option

There are times when the private sector may request to see our books to sell products or rent space in conjunction with large events booked at Centennial Hall. By initialing below I permit Centennial Hall staff to release my contact information to interested parties.

TENANT: X
(Tenant's Initial)

Media Release

I give the City and Borough of Juneau (CBJ) permission to take, use, and publish in print, electronic format, including the Internet, video format, and audio format, the likeness or image of myself, my voice, and/or my property. I understand that my identity may be revealed in the publication, and I give the CBJ permission to include in the publication my name in descriptive text or commentary. I release the CBJ from all claims with respect to publication or copyright ownership, including any claim I may have for compensation relating to the use of any of these materials. I have read and understand this statement and I am competent to execute this agreement. (Youth under 18 must have a parent or legal guardian sign.)

TENANT: _____ TENANT: _____
(Tenant's Initial) (Printed name of Tenant)

Rental agreement

I agree to pay for the equipment and services listed in accordance with the terms and conditions set out in this document. Centennial Hall rules and regulations are hereby incorporated into and made part of this license/use-agreement. I certify I have read and agree to the legal rights and liabilities listed in this document and I am of legal age (18 years or older) to enter this use agreement. Billing will follow event.

TENANT:

CENTENNIAL HALL:

Sam Dalia
Signature

Pfister
Signature

Sam Dalia
Printed Name

Steven Pfister
Printed Name

Pastor
Title

Facility Manager
Title

Date

9/25/12
Date

Named Designate/Additional Authorized Contact

December 9-15, 2012
Date of Event

River of Glory
Organization