

MATANUSKA-SUSITNA BOROUGH
RECREATION & LIBRARY SERVICES

350 E Dahlia Avenue, Palmer, AK 99645
(907) 861-8578

GYM USE PERMIT

(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 _____ hereby referred to as PERMITTEE, whose address is _____ covers the use of the borough gym by the PERMITTEE. The parties mutually agree as follows:

The term of this permit agreement is for the following:

_____ Date(s)

_____ Start Time

_____ End Time

for the purpose of _____ (describe activity).

1. 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. Any and all repairs will be done by a properly licensed, bonded, and insured contractor approved by the BOROUGH. The PERMITTEE shall be responsible for any and all costs associated with the repairs to the facility and replacement of equipment.
2. 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.
3. 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.
4. The BOROUGH shall have the right upon reasonable notice to PERMITTEE, to pre-empt use of the borough gym.
5. PERMITTEE has the responsibility to inspect the borough gym before each activity, or other use of the borough gym. Any defects should be immediately brought to the attention of appropriate borough gym personnel.
6. 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.
7. 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.

8. 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.

9. A user fee in the amount of \$35.00 per hour will be assessed. All user fees are due and payable at the time the permit is issued for any requests less than 15 hours total. All user fees are due and payable in advance by the 1st of each month for that month's use on any permit issued for 15 hours or more. A 1.5% or \$10.00, whichever is greater, service charge will be added to PERMITTEE'S account if not paid on or before the due date. Envelopes must be postmarked by the 1st of the month due to avoid the service charge. The BOROUGH does not assume responsibility for the timeliness of postmarks. If PERMITTEE'S account becomes 40 days in arrears, PERMITTEE'S remaining time will be cancelled and sold without further notice. User fees will not be transferred to another account for any reason.

10. PERMITTEE must identify and designate the official representative(s) for its organization. Such persons shall be the only person(s) authorized to reserve or cancel borough gym use for you. Borough gym use cancellations must be in writing and will be honored up to fourteen (14) calendar days prior to scheduled date and time. If borough gym is cancelled with less than fourteen (14) calendar days' notice, the PERMITTEE will remain responsible for the payment of user fees for the scheduled time(s).

11. PERMITTEE will be issued a one-time use access code for the date(s) of their rental.

12. 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, gym, or gym foyer.

13. 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.

14. 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.

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

SIGNATURE of AUTHORIZED REPRESENTATIVE

DATE

CONTACT NAME PRINTED

INFORMATION (PHONE OR EMAIL)

SIGNATURE of Community Development Department Staff Member