Use Agreement Terms & Conditions
Centennial Hall & the Juneau Arts & Culture Center

1. Use of Centennial Hall and Juneau Arts & Culture Center. Use of the facilities includes heat, electrical power (excluding event related power drops), air conditioning, water and light, and restrooms 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 Juneau Arts and Humanities Council (JAHC) 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/JAHC at the time of service, or the tenant's chosen caterer may be restricted from providing service. Centennial Hall and Juneau Arts & Culture Center 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 Juneau Arts and Humanities Council cancels your reservation after it has been confirmed, unless due to a violation of the Use Agreement, your reservation deposit shall be refunded. A national or community disaster/emergency, declared by the City and Borough of Juneau shall take precedence to scheduled events. Centennial Hall management will make every reasonable effort to relocate events at other appropriate venues in the event of such displacement.

Ballroom Section(s) / Entire Complex Cancellations. If the tenant cancels 180 days or more before the confirmed reservation date, only the $495.00 nonrefundable deposit will be retained by Centennial Hall. If an event is canceled by tenant 179 days to 90 days before the confirmed reservation date, tenant is liable for the $495.00 non refundable deposit and 25% of the contracted room rent; 89 to 60 days before reservation date, tenant is liable for the $495.00 non refundable deposit and 50% of the 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 headlining performer, main speaker, or major equipment item which directly affects the performance from arriving in time for an event, and the event is canceled before public entry, room rent will be reduced to one half for that day. The tenant must provide documentation deemed sufficient by Centennial Hall management to prove the cancellation was valid, and must submit payment of fees for all equipment set for the event. It shall be the responsibility of the 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 the confirmed reservation date, tenant will receive a full refund of the contracted room rent paid; 29 to 14 days before the confirmed 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.

JACC Main Hall Cancellations. If the tenant cancels 90 days or more before the confirmed reservation date, for Fridays, Saturdays or Holidays; 30 days or more for Sundays and Weekdays, the tenant will receive 100% refund of the deposit.

3. Insurance. The tenant shall secure, keep, and maintain in full force and effect at its own expense insurance as specified below, and shall supply fourteen (14) days before occupancy current certificates of insurance for the insurance specified below:

a. Commercial General Liability Insurance. The tenant must maintain Commercial General Liability Insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the tenant. This amount must be at least one million dollars ($1,000,000.00) per occurrence, and two million dollars ($2,000,000.00) aggregate. The Juneau Arts and Humanities Council and the City and Borough of Juneau must be named as additional insured on this policy covering the full period of the Tenant's occupancy of the convention center. In addition to the certificate of insurance (COI), JAHC will require a copy of the General Liability insurance policy endorsement. A COI without appropriate endorsements will not be sufficient to verify JAHC's additional insured status and is not sufficient.

b. Liquor Liability Insurance. If alcohol will be served at the event – either by the tenant or a third party vendor – the tenant must secure, keep, and maintain Liquor Liability Insurance. The tenant must maintain such insurance in an amount it deems reasonably sufficient to cover any suit that may be brought against the tenant. This amount must be
at least one million dollars ($1,000,000.00). The JAHC will be named as additional insured on this policy covering the full period of the Tenant's occupancy of the convention center.

b. Automobile Liability Insurance. If the tenant for any reason brings a vehicle into the facility, automobile liability insurance for $500,000.00 combined single limit shall be required

All insurance shall cover the Centennial Hall convention center, parking lot, approaches, and sidewalks. The 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 not 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.

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 hold harmless the the City and Borough of Juneau and the Juneau Arts and Humanities Council 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 the the City and Borough of Juneau and Juneau Arts and Humanities Council's gross negligence. This indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against CBJ and the JAHC relating to this agreement. The obligations of the Tenant arise immediately upon actual or constructive notice of any action, claim, or lawsuit. The JAHC shall notify the tenant in a timely manner of the need for indemnification, but such notice is not a condition precedent to the tenant’s obligations and is waived where the tenant has actual notice.

5. Damages to the Premises. 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, accepting loss by negligent acts of the Juneau Arts and Humanities Council, its agents or employees, Tenant will pay to The Juneau Arts and Humanities Council 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 JAHC in such circumstances.

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 the Juneau Arts and Humanities Council shall seek appropriate legal measures, including criminal prosecution.

6. Property Brought to Premises. All personal property, including business personal property, brought to the premises by Tenant or at Tenant's request or invitation or on behalf of Tenant, shall, during Tenant’s occupancy, be the sole responsibility of Tenant and the Juneau Arts and Humanities Council shall not be liable for its loss or damage, 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 JAHC shall remove and dispose of the same according to law. The JAHC 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. The tenant may not collect nor interfere with the collection or custody of such articles by the JAHC.

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. The 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 Juneau Arts and Humanities Council 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 JAHC for the exercise of such right.

10. Seating Capacity. The 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. The 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 JAHC 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. The 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 JAHC 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. The JAHC, 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 JAHC by exercise thereof.

15. Advertising. The 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 JAHC impossible, including without limitation thereof, the requisitioning of the premises by the
United States Government or any arm or instrumentality thereof, or failure by the City's Assembly and the JAHC to
appropriate funds required to operate the Centennial Hall, then and thereafter 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 JAHC.

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.

19. Re-entry Right. Tenant agrees that if the premises or any part thereof shall become vacant during the said
term the JAHC 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 JAHC respecting the times of such broadcast, such additional compensation to the JAHC 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 JAHC 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 JAHC, 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. Tenants 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 Juneau Arts and Humanities Council, 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.