



ALASKA RAILROAD CORPORATION

REAL ESTATE & FACILITIES

P.O. Box 107500 Anchorage, Alaska 99510-7500
327 W. Ship Creek Avenue, Anchorage, Alaska 99501
Phone: 907.265.2466 Fax: 907.265.2450

FACILITY USE AGREEMENT – BILL SHEFFIELD ALASKA RAILROAD DEPOT

THIS AGREEMENT (“Agreement”) is made and entered as of the day executed by the last signatory hereto, between the ALASKA RAILROAD CORPORATION (“ARRC”), a public corporation created pursuant to Alaska Statute 42.40, whose mailing address is P.O. Box 107500, Anchorage, AK 99510-7500; and _____ (“USER”), whose mailing address is _____.

RECITALS

- A. ARRC owns a facility known as the Bill Sheffield Alaska Railroad Depot, located at 4980 West International Airport Road, Anchorage AK 99502 (“Facility”), which is available for use in accordance with ARRC’s Depot Use Policy (Board Rule 12) and corporate procedures.
- B. USER has requested use of the Facility in accordance with ARRC’s policies and procedures applicable to the use of the Facility. ARRC has determined that USER is eligible for such use and that the Facility is available for the requested time.

AGREEMENT

1. Grant of Rights. ARRC grants to USER the non-assignable right to use and occupy the Facility on the terms and conditions contained in this Agreement. Access to the Facility shall be arranged by contacting ARRC Real Estate staff at 907-265-2466.

2. Purpose. The Facility is to be used by USER solely for the purpose of: (Type of Event)

_____ to be held at the dates and times shown below in Sections 3 and 4 of this Agreement (“Event”).

Alcohol to be served: Yes No (See Exhibit C)

Will you be using a caterer? Yes No

Parking Permits required? Yes No (See Paragraph 22)

3. Date(s) of Use. (Select one below)

Single Date Event: _____, **20**

Multiple Date Event (Continuous): _____, **20**
through _____, **20**.

Multiple Date Event (Non-continuous) (list dates):

4. Time of Use.

				<u>Date(s)</u>
Set Up:	Start	_____	End	_____
Event:	Start	_____	End	_____
Clean Up:	Start	_____	End	_____

5. Fees and Charges.

5.01 Facility Use Fee. USER agrees to pay a fee for use of the Facility (Facility Use Fee). **The estimated Facility Use Fee is \$_____, which reflects an hourly fee of \$400.00 per hour for the estimated duration of the event with an additional \$600 fee for use of the Facility during the summer (i.e., May through September), subject to a minimum fee.** Details and requirements regarding the Facility Use Fee are set forth in the fee schedule attached as Exhibit A to this Agreement. Hours included in estimating the Facility Use Fee include all hours used for set up, for the Event itself and for clean-up. Nothing in this paragraph limits the right of ARRC to collect additional amounts from the User as provided in this Agreement, including but not limited to (a) hourly fees for hours the Facility is used beyond those specifically identified in Section 4; (b) amounts properly deducted from the USER's security deposit as provided in Paragraph 5.04 ; (c) amounts charged for damage to or defacement of the Facility as provided in Section 16; and/or (d) any other amount due and /or recoverable under this Agreement.

5.02 Deposit. A deposit of 50% of the estimated Facility Use Fee set forth in Paragraph 5.01 shall be paid as of the date this Agreement is executed to reserve the date or dates for use of the Facility set forth in Sections 3 and 4 of this Agreement. The remaining 50% of the estimated Facility Use Fee must be paid no later than thirty (30) days prior to the first date of use as specified in Section 4. Because the first date of use is _____, the final 50% of the estimated Facility Use Fee is due on or before _____.

5.03 Security Deposit. USER shall also pay a **security deposit to ARRC of \$1,000.00 for an Event at which alcohol will not be served or \$1,500.00 for an Event at which alcohol will be served** to insure USER's performance under this Agreement and to insure that the Facility is returned to its proper condition at the conclusion of the Event. Said security deposit must be paid no later than thirty (30) days prior to the first date of use as specified in Section 4. Because the first date of use is _____, the security deposit is due on or before _____.

5.04 USER understands and specifically agrees that the security deposit set forth in Paragraph 5.03 of this Agreement will be applied to (i) the cost of cleaning the Facility if USER does not leave it in a clean condition as required by Section 9 and as determined by ARRC after the event; (ii) the cost to repair any damage or defacement of the Facility or to replace any ARRC property lost, as provided in Section 16; and/or (iii) additional charges for time of use of the Facility in excess of the times stated in Section 4, as provided in Paragraph 5.06.

5.05 Refund of Prepaid Fees. After the Event is held, the security deposit will be promptly returned to the USER to the extent it is not used to cover cleaning or repair expenses as provided in Paragraph 5.04. If the Event is cancelled, any prepaid fees shall be refunded in accordance with the cancellation and refund provisions in Section 28 of this Agreement.

5.06 Specified Hours. Use of the Facility is limited to the specific areas, hours and days specified. USER agrees to pay an additional fee at the rate of \$400.00 per hour for any hours or fractions thereof it uses or occupies the Facility in excess of the times stated in Section 4 of this Agreement. Payment of any charge under this paragraph will be due immediately upon the

conclusion of the Event and may be deducted from the security deposit set forth in Paragraph 5.06 or, to the extent not satisfied by application of the security deposit, upon receipt by USER of a bill for such extra use time.

5.07 Additional Charges. Certain additional charges are detailed in other sections of this Agreement. Such additional charges, to the extent they apply to the use of the Facility covered by this Agreement and are known as of the date of this Agreement, are included in the estimated Facility Use Fee provided for in Paragraph 5.01, as more specifically described therein. If such additional charges are incurred after this Agreement is signed, USER agrees to pay such additional charges in full either at the time scheduled for payment of the final 50% of the estimated Facility Use Fee under Paragraph 5.02 or at the time such charges become known, whichever is later. To the extent such additional charges relate to matters covered by the security deposit required in Paragraph 5.03, USER's responsibility for additional payments under this Paragraph 5.07 shall be limited to amounts not covered by the security deposit.

6. Insurance.

6.01 Prior to, but no later than, thirty (30) days before the event, USER shall procure a policy of public liability and property damage insurance in the amounts specified below from a reliable insurance company authorized to transact business in the State of Alaska. USER shall maintain the insurance in full force during USER's occupancy of the Facility, including set up and clean up.

6.02 ARRC must be covered as an additional insured on the insurance policy described in Paragraph 6.01, with minimum policy limits of \$1 million for personal injuries, including death, and \$500,000 for property damage.

6.03 Each policy of public liability and property damage insurance described in Paragraph 6.01 shall:

A. Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim, any right of setoff, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for ARRC, USER, or any person claiming by through or under any of them.

B. Provide that such policy requires thirty (30) days notice to ARRC of any proposed cancellation, expiration, or change in material terms thereof and that such policy may not be canceled, whether or not requested by USER, unless the insurer first gives not less than thirty (30) days' prior written notice thereof to ARRC.

C. Contain a clause or endorsement to the effect that the release given in Paragraph 7.01 of this Agreement shall not adversely affect or impair such policy or prejudice the right of the USER to recover thereunder.

6.04 USER agrees to furnish to ARRC no later than thirty (30) days prior to the event a copy of an insurance policy meeting the requirements of this Article 6 or a certificate that a such a policy of insurance has been issued. The policy or certificate reflecting the policy shall be subject to approval of ARRC, and ARRC may, in its reasonable discretion, require different or additional insurance if the submitted policy is unacceptable to ARRC.

6.05 USER shall not do, or permit to be done, anything in or upon any portion of the Facility, or bring or keep anything therein or thereupon, which will in any way conflict with the conditions of

any insurance policy upon the Facility, or any part thereof, or in any way increase any rate of insurance upon the Facility, or on the property kept therein.

6.06 In the event USER intends to serve alcoholic beverages, or to have such beverages served at its request, USER must meet the additional insurance requirements of Paragraph 13.02 of this Agreement.

7. Liability; Indemnification.

7.01 USER shall be liable for, and agrees to release, indemnify, defend and save ARRC, its employees, officers, representatives, volunteers and any other persons or entities acting on behalf of ARRC harmless from and against any and all liability, losses, suits, actions, claims, demands, damages, judgments, fines, penalties, property damage, death or personal injuries of every nature and description, including without limitation losses or damage to the Facility and claims made through or under this Agreement, whether by subrogation or otherwise, made brought or recovered against ARRC by any person or entity, including but not limited to USER, its agents, members, guests, employees or any contractor or subcontractor, resulting directly or indirectly from, or connected with any acts, errors or omissions of USER, its agents, members, guests, employees or any of its contractors or subcontractors occurring in, upon or about the premises of ARRC, or arising in any manner in connection with the operations, use or occupancy of the Facility by USER. The giving of this release, indemnity and hold harmless clause is one of the considerations upon which this Facility Use Agreement is granted.

7.02 USER hereby expressly waives any and all claims, of whatever nature, for any and all loss or damage sustained prior, during or subsequent to the date of use of the Facility, by reason of any defect, deficiency, failure or impairment of the Facility, including but not limited to, the Facility's water supply system, heating system, wires leading to or inside the premises, gas system, electric system, or telephone system.

7.03 The provisions contained in Paragraphs 7.01 and 7.02 shall not be given effect if the active negligence or willful misconduct of ARRC or its employees is the sole proximate cause of any injury or damage done to the party asserting the claim.

8. Public Safety.

8.01 USER agrees that at all times it will conduct the Event with full regard to public safety and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety and by ARRC to assure such safety. USER shall ensure that all fire exits are clear and accessible to persons occupying the Facility. ARRC reserves the right to cancel or terminate the Event, and to contact the appropriate authorities if necessary, if it determines, in its discretion, that the Event poses a risk to public safety.

8.02 Security for the benefit of USER is not provided under this Agreement. A security professional employed or contracted for by ARRC shall be at the Facility during USER's use of the Facility solely to monitor the use of the Facility, to ensure that any access restrictions contained in this Agreement are observed and otherwise to protect ARRC's interests. Said security professional shall not be available to perform security tasks for the benefit of the USER or its agents, members, guests, employees, contractors or subcontractors. Upon request of the ARRC, and in addition to the security professional described above, USER shall, through special agreement with ARRC, procure the services of, and have on hand at all times, a sufficient number of security professionals to maintain order and protect property. Similarly, if USER desires to procure the services of security professionals, USER shall arrange for such services

by special agreement with ARRC. The procurement of security professionals required by ARRC or requested by USER shall be at the sole cost and expense of USER unless otherwise stipulated in the special agreement relating to such procurement.

8.03 USER hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Facility or any portion of the Facility with the consent of ARRC or with the consent of any person acting for or on behalf of USER.

8.04 Possession or use of illegal drugs is strictly prohibited on ARRC property, including at the Facility. Violators of this prohibition will be subject to criminal or civil penalties.

9. Care of Facility. USER agrees to cause the Facility to be kept clean during the term of USER's occupancy, and to leave the Facility and areas surrounding the Facility in a clean condition at the end of the Event. The Facility Use Fee includes basic clean-up of the Facility after the Event, including ONLY garbage removal, standard floor cleaning and restroom detail. Exhibit B to this Agreement is a list of cleaning tasks required to be completed by USER at the end of the Event. USER shall complete the task listed on Exhibit B that apply to its use of the Facility unless ARRC expressly states that a particular item or items need not be done. The cost of excessive cleaning required due to the USER's use and occupancy of the Facility, including but not limited to carpet shampooing and/or upholstery cleaning, if not performed by USER, will be deducted from the security deposit required under Paragraph 5.03.

10. Electricity. In the event extra lights or electrical power shall be required by USER, ARRC may, at its sole discretion, require USER to pay any additional costs resulting from the extra lights or electrical power. If ARRC requests payment under this section, USER shall pay such additional costs to ARRC within 30 days of said request. USER may not make any changes to existing outlets and multiple plugs such as twin sockets, cube taps, etc., will not be permitted.

11. Signs and Posters. USER will not post, or allow to be posted, any signs or posters within or outside the Facility, except: (i) signs and posters placed upon such display areas as ARRC may provide; (ii) one sign outside the Facility on a provided sandwich board; and (iii) signs placed by ARRC as required under Section 25 below. Use of a display area, if provided, is a non-exclusive right. All such material is subject to ARRC's prior approval.

12. Advertising. USER shall not conduct, cause or allow any advertising of the Event that states or implies that ARRC is sponsoring the Event. All advertising of the Event must be approved by ARRC.

13. Decorators, Caterers and Contractors; Alcoholic Beverages; Compliance with Laws and Policies.

13.01 USER may contract with decorators, caterers and contractors of its choice, provided that ARRC approves all such decorators, caterers and contractors. USER shall provide to ARRC no later than thirty (30) days before the Event the identity of any decorators, caterers and contractors to be employed by USER in conjunction with USER's use of the Facility. ARRC shall promptly notify USER if ARRC objects to any decorator, caterer or contractor so identified. ARRC shall not approve of any professional decorator, caterer or contractor that does not possess the appropriate license to perform the tasks or provide the services for which it is employed.

13.02 USER may serve alcoholic beverages solely in accordance with the ARRC Alcohol Policy

set forth as Exhibit C to this Agreement. By signing this Agreement, USER agrees to comply with all aspects of the ARRC Alcohol Policy if USER serves alcoholic beverages at the Event. USER may serve alcoholic beverages in conjunction with the Event **ONLY WHEN PROOF OF ALCOHOLIC BEVERAGE LICENSE AND LIQUOR LIABILITY INSURANCE ARE PROVIDED TO ARRC**. The license must be applicable to the Event and may be USER's own license, its caterer's license, or a special event permit issued by the Alaska Alcoholic Beverage Control Board.

13.03 In addition to strict compliance with the ARRC Alcohol Policy, USER agrees to comply with all laws of the State of Alaska, all municipal ordinances, and all lawful orders of government officials regarding or related to alcoholic beverages; to obtain and pay for all necessary permits and licenses relating to alcoholic beverages; and not to do or suffer to be done anything in the Facility during the term of this Agreement that violates any such laws, ordinances, rules or orders.

14. Vacation of Premises. USER agrees to vacate the Facility, including removing any and all property, equipment, displays and decorations placed in the Facility in conjunction with the Event by the USER or its agents, members, guests, employees, contractors or subcontractors, by the time specified in Section 4 of this Agreement. In the event that the Facility is not vacated by USER at the time specified in Section 4 of this Agreement, then ARRC is authorized to (i) charge the additional hours of use fee provided in Paragraph 5.06 of this Agreement; and (ii) remove from the Facility and store, at USER's expense, any and all goods, wares, merchandise, and property of any and all kinds and description, including but not limited to those owned by the USER or its agents, members, guests, employees, contractors or subcontractors, which then remain at the Facility. ARRC shall not be liable for any damages or loss to said goods, wares, merchandise or other property which may be sustained either by reason of such removal or arising from any condition of or circumstances occurring at the place to which such property is removed. USER hereby expressly releases ARRC from any and all claims for damages of whatever kind or nature relating to the USER's failure to vacate the Facility at or before the time provided in this Agreement, including but not limited to claims for damages to any effects or property of USER or its agents, members, guests, employees, contractors or subcontractors that remain at the Facility after said time. Any charge to USER under this section for removal of effects or property from the Facility shall be in addition to the additional hours of use fee provided in Paragraph 5.06.

15. Responsibility for Property. ARRC assumes no responsibility whatsoever for any equipment or other property placed in the Facility by USER or its agents, members, guests, employees, contractors or subcontractors. All security professionals desired by USER for protection of such equipment or other property must be arranged for by special agreement with ARRC as provided in Paragraph 8.02 of this Agreement. The ARRC security professional employed or contracted for by ARRC, as described in the first two sentences of Paragraph 8.02, act solely to protect ARRC's interests and neither they nor ARRC shall be responsible for any equipment or other property placed in the Facility by USER. Equipment or other property should not be left in or around the Facility overnight or after the Event.

16. Damage or Defacement of Building or Premises. USER shall not injure, mar, or in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facility, including any buildings and grounds, shall be in any manner injured or marred or defaced. USER shall not drive or permit to be driven any nails, hooks, tacks or screws in any part of the Facility. USER shall not make or allow to be made any alteration of any kind to the Facility or to any ARRC equipment, electrical or mechanical system. USER shall not attach anything to the Facility's light fixtures, fire system or HVAC system. Only masking tape may be

affixed in any manner to the Facility or any part or surface of it, except that duct tape may be used to hold extension cords on the floor. USER shall not use, or cause or permit to be used, any of the following in the Facility: (i) helium balloons, confetti, glitter or any other decorations that are time-consuming to clean; (ii) duct tape (except to hold down extension cords); (iii) open flame devices; and (iv) adhesive-backed nametags. The use of candles must be pre-approved by ARRC. All decorations must be fireproof or constructed of fire retardant materials. No decorations shall exceed ten (10) feet in height, be placed at greater than ten (10) feet above floor height or be placed within eighteen (18) inches of fire sprinklers. All cords shall be securely taped to the floor. USER shall not take down or otherwise modify any existing decorations installed by ARRC at the Facility, including but not limited to holiday lights or wreaths. If the Facility, or any portion thereof, including any building or grounds, is damaged, or any property of ARRC is lost, by the act, fault or negligence of USER or USER's agents, employees, patrons, or any person or persons admitted to the Facility by USER, USER agrees to pay to ARRC upon demand such sum as shall be necessary to restore the Facility or portion of said building or grounds to their original condition.

17. Right to Enter. ARRC retains the right to enforce all necessary laws, rules and regulations for the management and operation of the Facility. ARRC retains the right to enter the Facility at any time and on any occasion, without any restrictions whatsoever.

18. Interruption or Termination of the Event. ARRC retains the right to cause the interruption or termination of the Event and/or this Agreement when, in the sole judgment of ARRC, such act is necessary for its own business purposes or in the interest of public safety. USER hereby waives any claim for damages or compensation should this Agreement be so terminated.

19. Non-Exclusive Right. ARRC shall at all times retain the right to use and/or license use of any portion or portions of the Facility not covered by this Agreement. ARRC also retains the right to re-enter any part of the Facility covered by the Agreement, should such part become vacant, and to determine that such unused portion may be offered for other use, with any fees or other payments therefrom belonging solely to ARRC.

20. Default by USER. If USER defaults in the performance of any of its obligations under this Agreement, this Agreement and the relationship of the parties thereunder shall, at the sole option of ARRC, terminate. If suit or action is instituted by ARRC to enforce USER's compliance with this Agreement, ARRC shall be entitled to, in addition to the costs and disbursements provided by statute or court rule, such additional sum(s) as the court may adjudge reasonable for attorney's fees to be allowed in said suit or action.

21. Objectionable Persons. ARRC reserves the right to eject, or cause to be ejected, from the Facility any person(s) that ARRC, in its sole discretion, deems to be objectionable, and neither ARRC nor any of its officers, agents, employees or contractors shall be liable to USER for any damages that may be sustained by USER through exercise by ARRC of such right.

22. Parking. Parking is not provided for under this Agreement and ARRC shall not be responsible for arranging parking in any way related to the Event or USER's use of the Facility. USER may make arrangements with Airport Parking Authority, (907) 677-1074, for all parking required for the Event. ARRC can provide vouchers for reduced parking fees in the Airport's long-term lot. A specific number of parking vouchers must be requested by USER at least 30 days in advance, when final payment is made as specified in Paragraph 5.02 of this Agreement.

23. Occupancy Limit. The Facility may not be occupied by more than 517 persons during the Event.

24. No Smoking. Smoking is **not** allowed in the Facility or outside the Facility within 50 feet of any entryway.

25. Platform, Balcony and Office Access. USER and its guests may not have access to the Facility's passenger platform, the balcony or the depot office. In accordance with ordinances of the Municipality of Anchorage, however, the doors to the passenger platform may not be locked during the Event. ARRC shall post a sign on each of the doors leading from the Facility to the platform informing guests that they may not occupy the platform.

26. Integration. This Agreement, including any exhibits hereto, represents the entire agreement between ARRC and USER and supersedes all prior negotiations, representations or agreements, written or oral. The parties agree that nothing contained herein creates any contractual relationship between ARRC and any third parties, or gives any third party a claim or right of action against ARRC which does not otherwise exist without this Agreement. This Agreement may be changed only by written amendment executed by both ARRC and USER.

27. Force Majeure. Any failure to perform by either party due to Force Majeure shall not be deemed a violation or breach hereof. As used herein, Force Majeure is an act or event of substantial magnitude, beyond the control of ARRC or USER, which substantially delays or interferes with performance of the Agreement, caused by acts of God; acts of the public enemy, wars blockades, insurrections, riots, arrests or restraints of governments and people; civic disturbances or similar occurrences; orders of court, administrative agencies, or governmental agencies or governmental officers, including orders of the municipal fire marshal or building officials; and suspension, termination or interruption of governmental licenses, consents, authorizations or approvals. In the event of an occurrence such as described above, this Agreement shall terminate and USER shall pay all fees for the Facility, including additional services and reimbursable costs, only up to the time of such termination and USER hereby waives any claim for damages or compensation should this Agreement be so terminated.

28. Cancellation. A cancellation of the Event by USER must be communicated in writing to ARRC Real Estate (907-265-2670) no less than thirty (30) days before the Event to receive a full or partial refund. The following refund schedule will apply to cancellations by USER made before the Event:

- At least 90 days' notice 100% of Facility Use Fee and Security Deposits, less \$50 administrative fee
- 31-89 days' notice 50% of Facility Use Fee Deposit and 100% of Security Deposit
- 30 days or less notice 0% of Facility Use Fee Deposit and 100% of Security Deposit

Except for the refunds provided for above and in the next sentence, if the Event is canceled due to circumstances beyond the control of ARRC, including but not limited to acts of nature or other Force Majeure as described in Section 27 of this Agreement, ARRC shall not be responsible to USER in any way for said cancellation. Notwithstanding the foregoing, ARRC will refund to USER all prepaid fees less a \$50 administrative fee if the Event is canceled due to circumstances beyond the control of both ARRC and USER and not due to a voluntary decision by USER to cancel or a violation by USER of ARRC policies and procedures or this Agreement or other fault of USER.

29. Jurisdiction of Law. Any civil action arising from this Agreement shall be brought in the Superior Court for the State of Alaska in the Third Judicial District at Anchorage. The laws of

the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

30. Assignments. Unless otherwise allowed in writing by ARRC, any assignment by USER of its interest in any part of this Agreement or any delegation of USER's duties under this Agreement shall be void.

31. Captions. Captions of sections and paragraphs in this Agreement are for convenience of reference only and shall not be used in the construction or interpretation of this Agreement.

32. Compliance with Laws and Policies and Procedures. USER will comply with all laws of the United States and the State of Alaska, all municipal ordinances, and all lawful orders of the police and fire departments of any other municipal authorities; and will obtain and pay for all necessary permits and licenses; and will not do nor suffer to be done anything in the Facility during the term of this Agreement in violation of any such laws, ordinances, rules or orders.

ALASKA RAILROAD CORPORATION

Dated: _____

By: _____
Andrew Donovan
Director, Real Estate

USER NAME:

Dated: _____

By: _____
(Please SIGN Here)

(Please PRINT Name)

(Please PRINT Title)

USER NAME:

Dated: _____

By: _____
(Please SIGN Here)

(Please PRINT Name)

(Please PRINT Title)

[REV January 2013]

EXHIBIT A – FACILITY USE AGREEMENT – BILL SHEFFIELD DEPOT

FEE SCHEDULE

Hourly Rate:	\$ 400*
Day Use Minimum (until 6 PM)	\$ 1,600
Evening Minimum	\$ 2,400

There is a \$600 additional use fee per event for events from May through September

*The hourly rate is subject to the noted minimums. The hourly rate for use exceeding dates and times specified in the User Agreement is \$400.

EXHIBIT B – FACILITY USE AGREEMENT – BILL SHEFFIELD DEPOT

POST-EVENT CLEANING LIST

USER shall complete the following cleaning tasks following the Event, as provided in Article 9 of this Agreement. The kitchen clean up items need only be completed if USER used the Facility's kitchen in the course of the Event.

General Area

- Remove all decorations and personal items from the area
- Removal all material and tape from walls railings posts, etc.
- Wipe down any marks left on walls, glass, etc.
- Clear all decorations and linens from tables
- Spot clean any spills from floors and walls
- Empty all trash bins and place closed trash bags in the back hall by the kitchen

Kitchen

- All food, leftovers, linens, and personal equipment and items removed from kitchen
- All horizontal and vertical surfaces wiped down and cleaned
- All appliances (inside and out) wiped down, cleaned, and turned off
- Coffee brewer & pots cleaned, put back in place, turned off, and brew basket emptied
- Counters, surfaces, and stainless steel cleaned and sanitized
- Spot clean any spills from floors and walls
- Dish racks returned to shelves
- Dishwasher drained and wiped down
- All Railroad property returned to its original location, emptied and turned off
- All trash bins emptied and trash bags closed and placed in the back hall by the kitchen
- Other tasks necessary to return kitchen to as clean as you found it or cleaner

EXHIBIT C – FACILITY USE AGREEMENT – BILL SHEFFIELD DEPOT

ARRC ALCOHOL POLICY

If USER serves alcoholic beverages at its Event, USER must comply with the following policy along with all other applicable provisions in this Agreement and all applicable laws & regulations of any governmental authority with jurisdiction over the provision and use of alcoholic beverages.

Alcoholic beverages (including mixed drinks, beer, wine, champagne and any other form of alcoholic beverage) may be served under terms and conditions consistent with the laws of the Municipality of Anchorage, City of Seward, State of Alaska and/or U.S. Government, whichever is applicable to the event.

1. Event planners and USER must be familiar with local, state and federal laws, as well as all orders of the police and fire departments, regarding the consumption of alcohol and the distribution thereof and will be held accountable for implementing and ensuring compliance with these laws, regulations, and orders throughout the event.
2. USER must disclose to ARRC at the time of the reservation that alcohol will be served at the event. USER must also provide ARRC with the following prior to the event:
 - a. Name(s) of the bartender(s) who will be servicing the event.
 - b. A copy of the TAM, TAP, TIPS card or equivalent for each bartender.
 - c. Copies of all necessary permits, licenses, and liquor liability insurance.
3. A \$1,000,000 liquor liability insurance policy is required for events where alcohol will be served. Said policy must cover the entire length of the event and name the ARRC as additionally insured.
4. It is a violation of local, state and federal law to serve alcohol to anyone less than 21 years of age. USERS planning an event that is likely to be attended by individuals under 21 are strongly discouraged from serving alcohol to anyone at the event. If USER plans to serve alcohol at an event that will be attended by guests under the age of 21, the group must submit to ARRC, as part of the approval process, a written explanation of the method by which it will determine which guests are over 21 and how it will assure that guests over 21 do not obtain alcohol for guests under 21.
5. Only TAM certified bartenders may serve alcohol at an event. A copy of the TAM card is required for each bartender. Self-service of alcohol is absolutely prohibited.
6. ARRC reserves the right to approve or disapprove the dispensing of alcoholic beverage at any function on its property.
7. USER must provide all alcoholic beverages, except in cases where the caterer has a permit that allows the caterer to provide such beverages. There are no storage facilities for alcohol at any ARRC facilities. Consequently, USER must bring the alcohol immediately before the event and remove it immediately after the event.
8. The ARRC may, at its sole discretion, change, modify or amend its alcohol policy whenever it deems necessary.
9. At the Bill Sheffield Depot, no alcoholic beverages are permitted outside of the depot or in the common areas.