

**ATWOOD FOUNDATION**  
**MARILAINE RENTAL AGREEMENT**

THIS RENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Atwood Foundation, ("Atwood Foundation") with offices at 2000 Atwood Drive, Anchorage, Alaska 99517, and \_\_\_\_\_ ("Tenant"), with offices at \_\_\_\_\_.

1. **Premises.** Atwood Foundation, in consideration of the rents, terms, and conditions of this Agreement, hereby leases to Tenant, and Tenant hereby leases from Atwood Foundation, the following described premises ("Premises", further description attached as Exhibit A):

Indicate rented space below:

\_\_\_\_\_ Approximately 3000 feet of indoor space located at 2000 Atwood Drive, Anchorage, Alaska,

\_\_\_\_\_ Approximately 2.8 acres of outdoor space, located at 2000 Atwood Drive, Anchorage, Alaska.

\_\_\_\_\_ Board Room Rental Only.

2. **Term.** The term ("Term") of this Agreement shall be for a period commencing at \_\_\_\_ a.m./p.m on \_\_\_\_\_, 20\_\_\_\_, and terminating at \_\_\_\_ a.m./p.m. on \_\_\_\_\_, 20\_\_\_\_, unless earlier terminated in accordance with this Agreement. Atwood Foundation may, in its sole and absolute discretion, designate an earlier termination by written notice given to Tenant at least ten (10) days prior to such termination date.

3. **Use.** The parties both acknowledge that this Agreement is solely for use by a non-profit organization for its exempt purposes and for no other purpose, without the prior written consent of Atwood Foundation, in its sole discretion. **Rent.** As consideration for this Agreement, Tenant covenants and agrees to pay Atwood Foundation as the basic rental for the Premises the following amounts as applicable:

Indoor Space Rental:	\$500 per event, per day
Outdoor Space Rental:	\$2,500 per event, per day
Board Room Rental:	\$250 for 0-4 hours \$500 for 4-8 hours
Overnight Use:	<b>[Insert Amount TBD]</b>

4. **Deposit.** A \$500 deposit is due at the time of booking and payment of the balance no later than two days prior to the rental of the Premises.

5. **Cancellation.** Cancellation more than one week in advance will entitle Tenant to a full refund. Cancellation less than one week in advance, but more than one day in advance, will entitle Tenant to a 50% refund. Cancellation the day before or day of rental will not entitle Tenant to any refund.

6. **Hours.** All indoor events must occur between the hours of 8am and 11pm. All outdoor events must occur between the hours of 10am and 11pm. All board room rentals must occur between the hours of 8am and 6pm.

7. **Available Equipment and Appliances.** The following equipment and appliances are available, as applicable to Tenant's particular rental space, but are provided "as-is", with no guarantee regarding their condition:

Kitchen equipment available

- 280 square feet
- Appliances are high end residential grade
- Six burner Viking Oven and gas Range with griddle
- Large Sub Zero Fridge and freezer
- One electric oven
- One microwave
- Warming station
- Two dishwashers
- One large sink
- Butler station
- Varying array of pots and pans and utensils
- Plates, forks, knives
- Stemware, dishware, and flatware are available for additional rental fee.
- Some serving dishes available for additional rental fee.

Office equipment available

- Wireless Internet
- TV
- DVD
- VHS
- Cable Modem
- Conference Phone

8. **Approved Caterers.** If food will be served, one of the following approved caterers must be used, unless written approval is obtained in advance by Atwood Foundation:

- Marx Brothers Café
- Diane's
- Sweet Basil
- Chef Stop
- Aladdin's Restaurant
- UAA Student Catering Department

9. **Liquor Service.** A small bar is available in the living room, with ice maker and bar cart available for use by Tenant. Tenants must provide their own bartender and glasses, or the

bartender may be provided by caterer. All bartenders must have a TAM card and meet all other local, state and federal requirements for serving alcohol.

10. **Utilities, Cleaning and Damage.**

a. **Tenant Responsibilities.** Tenant covenants and agrees to provide and pay a non-refundable cleaning deposit of \$200 for basic cleaning following rental. This deposit is due upon payment of the rental amount. If the cleaning requirements for the Premises exceed \$200, Tenant will be responsible for paying the additional cost within ten (10) days of receiving an invoice for such costs.

b. **Damage Deposit.** Tenant also covenants and agrees to provide and pay a refundable damage deposit of \$500 to cover any damage that may occur during rental, outside of cleaning. Damages will be deducted from the deposit and any remaining amount will be returned to Tenant within ten (10) days after the rental period has terminated. If damages exceed \$500, Tenant shall be responsible for paying the additional cost within ten (10) days of receiving an invoice for such costs.

11. **Occupancy.** Maximum occupancy is estimated based on event type. Plans to exceed these occupancy limits must be approved in advance in writing by Atwood Foundation to avoid fire code violations.

<u>Event</u>	<u>Maximum Occupancy</u>
Stand up Cocktail Party	150
Sit down dinner	35
Concert in the living room	75
Lecture/Seminar/ Board retreat	50
Outdoor Picnic	200-400
Overnight housing	2

12. **Acceptance of Premises by Tenant.** Subject to Atwood Foundation’s obligations under this Agreement, the Premises are accepted by Tenant in “as is” condition and configuration. Tenant understands and acknowledges that there is only one half bath on the main floor, one half bath on the top floor and one full bath on the top floor. Tenant further understand and acknowledges that there is no elevator access to the top floor and that the bathrooms are not handicap accessible. By taking possession of the Premises, Tenant acknowledges and agrees that the Premises are in good order and satisfactory condition, and that there are no representations or warranties by Atwood Foundation regarding the condition of the Premises. Tenant agrees to keep the Premises and the adjacent areas in good, safe, and tenantable condition, free from debris.

13. **Nuisance Prohibited.** Tenant shall not do nor permit anything to be done in, on or about the Premises which would in any way obstruct or interfere with the rights of other tenants or occupants of the building where the Premises is located, or use or allow the Premises to be used for any immoral or unlawful purpose, nor shall Tenant maintain or permit any nuisance or commit or suffer to be committed any waste, damage, or injury in, on or about the Premises.

14. **Parking.**

a. Available Parking. There are approximately 20 parking spaces available on the Premises. These spaces will be available for use by Tenant during the rental term.

b. NO ON STREET PARKING. No on street parking is allowed in the area. If more than 20 vehicles are expected, alternative transportation and parking is required to be set up in advance. Valet parking is recommended. Tenant must provide a written plan for parking upon request by Atwood Foundation.

c. Additional Parking Requests. West High School will review parking requests on a case-by-case basis, allowing Tenants to utilize a shuttle bus to transport guests between the school and the Premises. Any tenants wishing to use the West High School parking lot must first apply for a permit with the Anchorage School District.

15. **Alterations, Additions, Theme and Decor.**

a. Tenant shall not make any alterations, additions, or improvements in, on, or about the Premises.

b. Tenant shall not affix any materials to the walls, floor or ceiling.

c. All signs to be displayed or hung inside the house must be of professional quality. All signs to be displayed or hung outside the house must be approved in advance in writing by Atwood Foundation.

d. Tenant may move furniture as necessary to accommodate folding chairs. . Furniture may be stored in the garage on site, so long as space is available.

e. Tenant responsible for renting any necessary tables, chairs and linens, and for ensuring that such furniture is delivered and removed without damage to the Premises.

f. No open flames are allowed

g. Decorations must be removed immediately after the event, without damage to the Premises.

h. Tenant shall not, without Atwood Foundation's prior written consent, make any alterations or additions to the electric wiring, equipment, or appliances, including, without limitation, any heating, ventilating system, water system, or gas pipe system; or tap any mains or pipes to supply water for refrigeration or ventilating apparatus.

16. **Indemnity and Liability.**

a. **Indemnity.** Tenant shall and hereby does indemnify, defend and hold Atwood Foundation, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses for or on account of liability of any nature or kind, and all suits or damages of any character whatsoever, resulting from injuries or damages sustained by any person or persons or property by virtue of any act or omission by Tenant or Tenant's agents and employees pursuant to this Agreement. Tenant shall also assume all insurable risks and bear any loss or injury to property or persons occasioned by neglect or accident during the tenure of this Agreement, except that Atwood Foundation shall be liable to Tenant for damages resulting from negligent acts or omissions of Atwood Foundation or its authorized representatives. In case Atwood Foundation shall, without fault on its part, be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Atwood Foundation harmless and shall pay all costs, expenses, and reasonable attorneys' fees incurred or paid by Atwood Foundation in connection with such litigation. Tenant, as a material part of the consideration to Atwood Foundation, hereby assumes all risk of damage to property or injury to persons in, upon or about the Premises from any cause other than Atwood Foundation's gross negligence or willful misconduct, and Tenant hereby waives all claims in respect thereof against Atwood Foundation.

b. **Limitation on Atwood Foundation Liability.** Neither Atwood Foundation nor its agents shall be liable for any damage to property entrusted to employees of Atwood Foundation, nor for loss of or damage to any property by theft or otherwise, unless caused by or due to the sole, gross or intentional negligence of Atwood Foundation, its agents, servants or employees.

17. **Waiver of Subrogation.** To the extent permitted by the applicable insurance carriers concerned, Atwood Foundation and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or casualty covered by insurance on the Premises or covered by insurance in connection with property on or activities conducted in or on the Premises regardless of the cause of the damage or loss.

18. **Miscellaneous.**

a. **Authority of Signers.** The persons signing this Agreement on behalf of Atwood Foundation and Tenant agree and warrant that they have full authority to execute this Agreement on behalf of the respective parties.

b. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Alaska. Venue for purposes of this Agreement shall be in the Superior Court of the Third Judicial District, Anchorage, Alaska.

c. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall

constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.

IN WITNESS WHEREOF Atwood Foundation and Tenant have executed this Agreement on the day and year first above written.

**ATWOOD FOUNDATION:**

**ATWOOD FOUNDATION**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**TENANT:**

**[INSERT NAME OF TENANT]**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT A

### House size and configuration

- The “Marilaine” was built in 1968 and is located at 2000 Atwood Drive in West Anchorage.
- The home sits on 2.8 acres of land.
- The home has three stories, consisting of a front entry foyer, a living room, dining room, and kitchen on the main floor and a board room located on the top floor. There is one half bath on the main floor and one half and one full bathroom on the top floor.
- The bottom floor is not available for use.
- There is approximately 3,000 useable square feet on the main (second) floor. This includes about 280 sq feet of kitchen.
- There is no elevator access to the top floor, stair access only.

### Foyer

- 420 square feet
- This can provide over flow seating beside the dining room. Will accommodate one or two 8-top rounds.
- The foyer also opens up to a 620 foot back terrace over-looking the grounds.

### Living Room

- 1,152 square feet
- Seating for 14 on the existing furniture
- Living room- Two couches, two love seats, seven chairs, coffee table, grand piano,
- There is a bar with an icemaker and a bar cart available. Bar glasses are not available.

### Dining Room

- 468 square feet
- There is one table and 14 chairs available. There are two leaves in the table so seating capacity is between 8-14 guests
- It is possible to add other tables, rounds or squares. Renters are encouraged to review the home prior to the function to determine table layout to best bit their needs.

### Board Room:

- Board room- Accommodates up to 14.
- The board room in on the top floor is 756 square feet, has two bathrooms (one full, one half) available. There is some space to add other 4-6 top tables or folding chairs as needed.
- There is no elevator access. Stair access only.

### Bedrooms:

- Each bedroom has one king bed, one private bath, sitting area, and has full linens available
- The two bedrooms are not available unless preauthorized on a case by case basis.