

EMI Training Department Room Rental Agreement

3301 C Street, Suite 200, Anchorage, AK 99503, Phone (907) 272-8852

PARTIES:

Lessor:	Environmental Management, Inc.	Lessee:	
Address:	3301 C St, Suite 200, Anchorage, AK 99503	Address:	
Phone:	(907) 272-8852	Phone:	
Email:	csmith@emi-alaska.com	Email:	
POC Name:	Corrie Smith	POC Name:	

TERM:

Start Date:	End Date:	Total Days:
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ROOMS AND RATES: Check all that apply

	Room	Description	Capacity	Daily Rate
☐	Salmonberry	Corner room with two walls of windows and a double TV display.	24	\$250
☐	Blueberry	One wall of windows with a double TV display.	24	\$250
☐	Salmonberry/Blueberry	Removable wall connects two classrooms; four TV displays.	48	\$500
☐	Fireweed	Interior room with TV display; no windows.	20	\$200
☐	Tundra	Hands-on area with optional rolling TV and tables.	12	\$250

REQUESTS: Explain any special requests or instructions

RENTAL SUMMARY:

Rental Total Amount _____

Rental Agreement

By signing below, the Lessor and Lessee agree to

the Terms and Conditions of this EMI Training Department Room Rental Agreement as of the date indicated below.

Lessor:	Environmental Management, Inc.	Lessee:	
Signature:		Signature:	
Name/Title:	Corrie Smith, Training Department VP	Name/Title:	
Date:		Date:	

T h i s p a g e i n t e n t i o n a l l y l e f t b l a n k

EMI Training Department Room Rental Agreement

TERMS AND CONDITIONS

1. Leased Premise

- a. Lessee understands that each Leased Premise is only available Monday through Friday, from the hours of 7:30 a.m. until 5:00 p.m. EMI agrees to lease to Lessee the Training Rooms ("Leased Premise") selected on the Term Sheet.
- b. Lessee understands and agrees that each Leased Premise shall only be used for instructional and/or professional purposes only.
- c. Lessee shall have access to the furnishings and equipment available in the room. Lessee understands that this is not a guarantee that any furnishings or equipment will be in the room. Lessee may bring in additional furnishings and equipment, but Lessee understands and accepts that Lessee is solely responsible for the safety and security of its furnishings and equipment.
- d. Lessee agrees to comply with all occupancy limitations established by EMI and stated in this Agreement. Occupancy limitations are based on safety regulations and may change at any time without prior notice.
- e. The Leased Premise must be in the same condition at the end of the Rental Term as was provided to the Lessee at the beginning of the Rental Term.

2. Term

The Term of this Agreement shall be for the day(s) listed on the Term Sheet ("Rental Term").

3. Payment

Payment is due in full in advance of the Rental Term. If Payment is not received before the Rental Term, then this Agreement shall automatically terminate at 11:59 p.m. the night before the Rental Term. Payment shall be provided to EMI at the address listed on the Term Sheet.

4. Termination

- a. This Agreement shall automatically terminate at the end of the Rental Term.
- b. This Agreement may be terminated by either Party for any reason so long as the Terminating Party provides notice of termination at least thirty (30) calendar days before the first day of the Rental Term. If this Agreement is terminated in accordance with this clause 5(b), then there shall be a full refund of any monies already paid.
- c. If the Terminating Party provides notice of termination less than thirty (30) days before the first day of Rental Term, then the Terminating Party may still terminate this Agreement and shall pay a termination fee of \$75.
- d. If the Rental Term of this Agreement is for more than one (1) day and EMI discovers that Lessee has breached a term of this Agreement before the end of the Rental Term, then EMI may terminate this Agreement effective immediately. If the Agreement is terminated in accordance with this clause 4(d), then there shall be no refund.
- e. Lessee shall not terminate this Agreement once the Rental Term has started.

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TERMS AND CONDITIONS

continued

5. Assignment

The Lessee may not transfer or assign this Agreement or any right or interest hereunder or sublet the Leased Premise or any part thereof without first obtaining prior written consent and approval from EMI.

6. Limitation of Liability

- a. Lessee shall be liable for any and all damage caused to EMI's property, both real and tangible, during the use of the Leased Premise(s) by Lessee. This shall include, but not be limited to, damage caused by Lessee, Lessee's personnel, or Lessee's guests or customers.
- b. Lessee is solely responsible for the safety and security of its own personnel and for the safety and security of its guests or customers. Lessee shall be solely responsible, and hereby releases EMI from any liability for any injuries incurred by Lessee, Lessee's personnel, Lessee's guests or customers, or Lessee's property, except for such injuries caused by EMI's gross negligence.
- c. EMI shall not be liable for any theft or damage to any of Lessee's personal property or for any property provided by Lessee or any third party.
- d. In no event shall Lessee's damages under this Agreement be for anything exceeding actual amount of rent paid to EMI under this Agreement.
- e. All terms and conditions of this section shall survive the termination of this Agreement.

7. Indemnification

Lessee shall indemnify, defend, and hold harmless EMI from any and all losses, damages, expenses, claims, or liabilities which may arise from any cause whatsoever as a result of the intentional or negligent acts of Lessee. This shall include any acts by any third party which occur during the Rental Term.

8. Miscellaneous

- a. **Entire Agreement.** This Agreement contains all agreements, representations, and understandings of the Parties hereto and supersedes and replaces any and all previous understandings, commitments or agreements, oral or written, related to the purpose of this Agreement.
- b. **Amendments.** This Agreement shall not be amended or modified in any way, nor shall any waiver or any right hereunder be effective, unless set forth in writing and signed by both Parties.
- c. **Severability.** If a provision of this Agreement is or becomes illegal, unenforceable, or invalid under the Governing Law of this Agreement, the remaining provisions of this Agreement shall remain enforceable and valid.
- d. **Governing Law.** All questions with respect to the construction, enforcement and interpretation of this Agreement shall be determined in accordance with the laws of the State of Alaska, without regard to principles of conflicts of law. The Parties unconditionally and irrevocably agree and consent to the exclusive jurisdiction of, and service of process and venue in, the Courts of the State of Alaska located in Anchorage, Alaska, and agree not to commence any such action, suit or proceeding except in any such court.