

## Studio Use and Services Agreement



<b>User</b>	<b>User telephone</b>	
<b>User address</b>		
<b>User email address</b>		
<b>Effective Date</b>	<b>User contact</b>	<b>Juneau Live! contact</b> (if any) Brad Perkins
<b>Additional Terms</b> (if any) User agrees to follow Resurrection Lutheran Ch and Juneau Live! COVID-19 mitigation plans (available on <a href="http://www.rlcjuneau.org">www.rlcjuneau.org</a> and <a href="http://www.juneaulive.org">www.juneaulive.org</a> ), if any, in effect at the time of User's Use of Facilities.		

**This Facility Use and Services Agreement** ("Agreement") is entered into as of the effective date ("Effective Date") specified above, by and between Resurrection Lutheran Church, at 740 W 10<sup>th</sup> Street, Juneau, Alaska 99801 ("RLC") and the User ("User") specified above.

**Whereas**, RLC's primary purpose is to carry on the mission and ministry of the congregation, including in its use of its facilities ("Facilities") and services ("Services"); and

**Whereas**, RLC, additionally, has a desire to serve as an outreach to the community and is willing to provide to User use ("Use") its Facilities and Services and is doing so through the use of its Facilities by the Juneau Live! program ("Juneau Live!") and television studio "Juneau Live! Studio").

**Now therefore**, the parties hereto agree as follows:

**1. Juneau Live! Facility and Service Form**

User may, from time to time, request the Use of the Facility and/or a Service in the form attached to this Agreement ("Facility and Service Form"). Juneau Live! may accept such request by signing and returning an issued Facility and Service Form to User.

**2. Scheduling**

- a. Until User receives a signed Facility and Service Form from Juneau Live!, the Use should not be considered scheduled.
- b. Scheduling is in the sole discretion of Juneau Live!. Juneau Live! reserves the right to pre-empt any Use for its own in cases of emergencies, such as funerals. Notice will be provided as early as possible.
- c. Juneau Live! Studio is a working studio used for worship services (both regular and special event), special event broadcasts, regularly scheduled programming, rehearsals (both regular and special event),

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and teleconference meetings (both regular and special event). Juneau Live! will use its best efforts to fairly make scheduling adjustments as necessary to accommodate all users.

### **3. Donations**

User shall make Juneau Live! the donation ("Donation") specified in the Facility and Service Form in advance of the scheduled Use, or if ongoing, on a monthly basis.

### **4. User's Responsibilities**

a. User will be responsible for the conduct of its members, attendees or guests coming to or participating in the Use of Facility and Services. User is expected to exercise reasonable care and judgment in such use in order to prevent defacement, damage or breakage at Facility. User is responsible for paying costs incurred by Juneau Live! in cleaning, repairing, etc. any part of the building and/or its furnishings and equipment which in the sole judgment of Juneau Live! has been carelessly or irresponsibly subjected to more than normal wear and tear by Use, its members, attendees or guests.

b. Juneau Live! property will not be loaned, borrowed, or removed from the Facility without prior permission from Juneau Live!. Juneau Live! property, such as chairs, tables, tablecloths, etc. may be used when using the Facility.

c. The Facility used by User must be left clean and orderly with Juneau Live! furniture and property returned to its designated place.

d. Use of Juneau Live! Kitchens throughout the facility are available under the Facility and Service Forms with the permission (and approval, instruction or Services) of the Juneau Live! Kitchen Staff. Kitchens may not be or reconfigured without the permission of the Juneau Live! Kitchen Staff. Juneau Live! kitchens must be left clean and orderly after use. Garbage and trash must be bagged and disposed in the dumpsters. Juneau Live! kitchen supplies are not to be used except by Juneau Live! sponsored activities.

e. Use of musical instruments, including grand piano, Allen organ, hand bell, drum kit, Roland digital piano and electric guitar/amp are available under Facility and Service Forms with permission (and approval, instruction or Services) of the Juneau Live! and may not be move without permission.

f. Use of Juneau Live! sound and video projection and video/audio production systems throughout the facility are available under the Facility and Service Forms with the permission (and approval, instruction or Services) of Juneau Live! Live!. These systems may not be moved or reconfigured or attached to without the permission of Juneau Live!.

g. No smoking and no alcohol use allowed. No games of chance. Gambling or bingo at the Facility is strictly prohibited.

h. User will ensure that all event participants leave the building after the event. User will be responsible for turning off all lights and closing all windows. Juneau Live! works to maintain a safe and secure environment within the Facility, however no systems are foolproof. Juneau Live! asks that User, its members, attendees or guests pay close attention to personal property and valuables, not leaving them unattended. Juneau Live! is not responsible for theft or damage to personal property. Juneau Live! has a number of security webcams operating at the Facility. Notification signs are posted; however, User hereby acknowledges and consents on behalf of itself and its members, attendees or guests to their surveillance and recording for security purposes.

i. User will ensure proper supervision of children and youth at facility. Juneau Live! seeks to provide a safe environment for children and youth. No fewer than two adults should be present at all times during any Use. Adult supervision is required at all times both inside and outside of the Facility including parking lot. Children and/or siblings of the group members must stay with the group or under the care of additional adult supervisors.

j. Signs and decorations may be attached to the walls or doors with removable tape that will not permanently damage the surface. All such signs and decorations must be removed immediately and completely following the event.

k. User shall comply with all applicable international, national, state and local laws and regulations. No illegal, improper, or unethical activities, shall be made or undertaken by User in connection with its Use hereunder.

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## 5. Termination

Either party may terminate this Agreement at its convenience upon fifteen (15) days prior written notice to User. Juneau Live! may terminate this Agreement immediately upon User's material breach. User may terminate this Agreement because of a material breach by Juneau Live!, which is not cured within fifteen (15) days of written notice of the breach.

## 6. No Endorsement or Advocacy

a. Approval for the use of Facility or Services does not constitute or imply endorsement of User, their mission, or their positions. User may not to advertise the event in such a way as to imply endorsement by Juneau Live!. No political activities or advocacy may take place at the Facility or through the use of the Services, or that conflict with the mission or practices of Juneau Live! (all determined in the sole discretion of Juneau Live!).

b. Nothing in this Agreement shall in any way be construed to constitute User to be the agent, employee or representative of Juneau Live!. User shall not act, or hold itself out, as an employee or agent of Juneau Live!, and may not bind Juneau Live! to any obligation, contract, agreement or arrangement.

## 7. Insurance

If selected in the Facility and Service Form, User shall carry the minimum liability insurance coverage necessary to cover its Use thereunder, and in no event less than the minimum amount ("Minimum Liability Insurance") if specified in the the Facility and Service Form. Upon Juneau Live!' request and if applicable, User shall provide a certificate of insurance indicating such coverage in the Minimum Liability Insurance amount, above, indicating the policy will not be changed or terminated without at least ten (10) days' prior notice to Juneau Live!, naming Juneau Live! as an additional named insured, and indicating that the insurer has waived its subrogation rights against Juneau Live!. For continuing usage, the form should be renewed annually.

## 8. Indemnification

User shall, to the fullest extent permitted by law, protect, defend, indemnify and hold Juneau Live!, its clergy, council members, agents, officers, congregation members, volunteers, and/or employees harmless from and against any and all claims, liabilities, demands, penalties, forfeitures, suits, judgments, and associated costs and expenses (including attorney's fees), which Juneau Live! may incur, become responsible for, or pay, as a result of death, personal injury, destruction or damage to property or the environment, caused by any negligence, willful acts, or omissions of User, its employees, officers, agents, sub-Users, or representatives in User's Use of Facilities and Services.

## 9. Internet Use

a. If User has selected Internet access service ("Internet Service") in a Facility and Service Form, User will be provided the appropriate SSID and password for its members, attendees and guests ("Internet Users") for the duration of the Use. It is in the sole discretion of the User to allow its members, attendees and/or guests access to Internet Services, and is the sole responsibility of User for the enforcement of the terms of this section. Copies of Juneau Live!'s Internet Access Agreement are available from the Juneau Live! office, should Use wish to provide to its members, attendees and guests.

b. Juneau Live! does not guarantee the Internet Service or specific rates of speed. Juneau Live! also has no control over information obtained through the Internet and cannot be held responsible for its content or accuracy. Use of the service is subject to the User's own risk.

c. Juneau Live! reserves the right to remove, block, filter, or restrict by any other means any material that, in its sole discretion, may be illegal, may subject us to liability, or may violate this Agreement. Juneau Live! may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Violations of this section may result in the suspension or termination of access to the Internet Service or other resources, or other actions as detailed below. Juneau Live! reserves the right offer, revoke and refuse access to the Internet Service solely within its discretion.

d. Internet Users are responsible for ensuring they are running up-to-date anti-virus software on their connected devices. Internet Users must be aware that, as they connect their devices to the Internet

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through the Internet Service, they expose their devices to worms, viruses, Trojan horses, denial-of-service attacks, intrusions, packet-sniffing, and other abuses by third parties.

e. Internet Users must respect all copyrights. Downloading or sharing copyrighted materials is strictly prohibited.

f. The running of programs, services, systems, processes, or servers by a single User or group of Internet Users that may substantially degrade network performance or accessibility is not be allowed. Electronic chain letters and mail bombs are prohibited. Connecting to "Peer to Peer" file sharing networks or downloading large files, such as CD ISO images or movies, is also prohibited.

g. Accessing another person's computer, computer account, files, or data without permission is prohibited. Attempting to circumvent or subvert system or network security measures is prohibited. Creating or running programs that are designed to identify security loopholes, to decrypt intentionally secured data, or to gain unauthorized access to any system is prohibited. Using any means to decode or otherwise obtain restricted passwords or access control information is prohibited. Forging the identity of a User or machine in an electronic communication is prohibited. Saturating network or computer resources to the exclusion of another's use, for example, by overloading the network with traffic such as emails or legitimate (file backup or archive) or malicious (denial of service attack) activity, is prohibited.

h. User understand that Internet access is inherently not secure, and Internet Users should adopt appropriate security measures when using the Internet Service. Juneau Live! highly discourages Internet Users from conducting confidential transactions (such as online banking, credit card transactions, etc.) over any wireless network, including this Internet Service. Internet Users are responsible for the security of their own devices.

i. Juneau Live! is not liable for any damage, undesired resource usage, or detrimental effects that may occur to Internet User's device and/or software while the Internet User's device is attached to the Internet Service. User is responsible for any actions taken from Internet User's device, whether intentional or unintentional, that damage or otherwise affect other devices or Internet Users of the Internet Service.

j. User hereby releases Juneau Live! from liability for any loss, damage, security infringement, or injury which Internet Users may sustain as a result of being allowed access to the Internet Service. User agrees to be solely responsible for any such loss, infringement, damage, or injury.

k. Internet User will use the Internet Service only as permitted by applicable local, state, federal, and International laws. The Internet Service may only be used for lawful purposes and in a manner which Juneau Live! believes to be consistent with the rights of other Internet Users and the mission of Juneau Live!. The Internet Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The Internet Service shall not be used for the purpose of accessing, transmitting, or storing material, which is considered obscene, libelous or defamatory. Illegal acts may subject Internet Users to prosecution by local, state, federal, or international authorities. Juneau Live! may bring legal action to enjoin violations of this Agreement and/or to collect damages, if any, caused by violations. Internet Users will refrain from any actions that Juneau Live! considers to be negligent or malicious. Internet Users will not send email containing viruses or other malicious or damaging software. The User will run appropriate anti-virus software to remove such damaging software from his or her computer. Internet Users will not access web sites which contain material that is grossly offensive to us, including clear expressions of bigotry, racism, or hatred. Internet Users will not access web sites which contain material that defames, abuses, or threatens others.

## **10. Appearance Release**

In consideration of being able to produce / record / broadcast from the Juneau Live! or Juneau Live! Live! Studio (if selected as a Service on the Facility Use and Service Form), User (on behalf itself and any and all performers, audience members or others who incidental may appear therein) hereby releases the following rights to Juneau Live! with regard to User's use of the Facility and Services. User authorizes Juneau Live! to record / broadcast / rebroadcast User's appearance, voice and/or performance including by means audio, visual and/or written recording, including audio recordings, video recording, photographs or written notes, ("Juneau / Juneau Live! Live! Services"). User grants Juneau Live! the rights to use the Juneau / Juneau Live! Live! Services for the activities of Juneau Live!, subject to the restrictions

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stated herein. User release Juneau Live! from any liability to User for Juneau Live!'s use of the Juneau / Juneau Live! Live! Services, according to the restrictions stated herein. User hereby waives any moral rights, including the right to identification of authorship or limitation on subsequent modification, that User has or may have in any work of authorship created hereunder. User waives any right of edit or review in Juneau Live!'s use of the Juneau / Juneau Live! Live! Services. Juneau Live! shall use Juneau / Juneau Live! Live! Services solely for the reasonable purposes of Juneau Live!. Juneau Live! shall not use Juneau / Juneau Live! Live! Services in any manner which may be considered derogatory or detrimental to the good name or reputation of the User.

## **11. General**

- a. Neither party may assign its rights or obligations under this Agreement without the prior consent of the other, and any purported assignment without such consent shall have no force or effect, except that Juneau Live! may assign this Agreement incident to the transfer of all or substantially all of its affairs. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their successors and assigns.
- b. Both parties acknowledges that the injury to a party resulting from any violation by of any of the covenants contained in this Agreement will be of such a character that such cannot be adequately compensated by money damages, and, accordingly, the injured party may, in addition to pursuing its other remedies, obtain an injunction from any such violation. No bond, or other security, shall be required in connection with such an injunction.
- c. No failure or delay by either party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this Agreement.
- d. The prevailing party in any legal action arising out of, or related to this Agreement shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its expenses incurred in such action, including court costs and reasonable attorney's fees.
- e. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Alaska, USA (excluding its conflict of law's provisions). Juneau, Alaska shall be the appropriate venue and jurisdiction for the resolution of disputes hereunder.
- f. All notices or communications to be given under this Agreement shall be in writing and shall be deemed delivered upon hand delivery, upon delivery by a courier service, upon acknowledged email communication, or three (3) days after deposit in the mail, postage prepaid, by certified, registered or first-class mail.
- g. In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement. The captions of sections herein are intended for convenience only, and the same shall not be interpretive of the content of such section.
- h. The terms and conditions of this Agreement may not be superseded, modified, or amended except in writing which states that it is such a modification, and is signed by an authorized representative of each party hereto. This Agreement shall not be modified, supplemented, qualified, or interpreted by any trade usage or prior course of dealing not made a part of the order by its express terms.
- i. This Agreement may be executed by original, electronic, facsimile or other signature which indicates the parties' acceptance of the terms hereunder. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Delivery by means of a physical document, facsimile, or electronic file of such an executed copy of this Agreement shall be deemed an original and have the full force and effect of an original signed paper copy.

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j. This Agreement and signed Facility and Service Forms (as specified above), and any additional terms ("Additional Terms") specified above and/or in Facility and Service Forms, constitute the entire agreement between the parties as to the subject matter hereof, and supersede and replace all prior or contemporaneous agreements, written or oral, regarding such subject matter.

**Accepted and Agreed:**

**Resurrection Lutheran Church**

By: \_\_\_\_\_  
signature of authorized representative

Brad Perkins  
\_\_\_\_\_  
printed name

Producer, Juneau Live!  
\_\_\_\_\_  
title

**User**

By: \_\_\_\_\_  
signature of authorized representative

\_\_\_\_\_  
printed name

\_\_\_\_\_  
title

Studio Use and Services Agreement  
 Facility and Service Form



<b>User</b>							
<b>Effective Date of Facility and Service Form</b>	<b>Effective Date of Facility Use and Services Agreement</b>						
<b>Name of Use</b> (i.e., name of event, if any)							
<b>Short description of Use</b> (if any)							
<b>Type of Use</b> (check all that are applicable) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> One-time Use            Date:         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Weekly         </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Reoccurring Use  <input type="checkbox"/> Monthly (describe):         </td> <td style="vertical-align: top;"> <input type="checkbox"/> Sunday from ____ to ____  <input type="checkbox"/> Monday from ____ to ____  <input type="checkbox"/> Tuesday from ____ to ____  <input type="checkbox"/> Wednesday from ____ to ____  <input type="checkbox"/> Thursday from ____ to ____  <input type="checkbox"/> Friday from ____ to ____  <input type="checkbox"/> Saturday from ____ to ____         </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Other (describe):         </td> <td></td> </tr> </table>		<input type="checkbox"/> One-time Use Date:	<input type="checkbox"/> Weekly	<input type="checkbox"/> Reoccurring Use <input type="checkbox"/> Monthly (describe):	<input type="checkbox"/> Sunday from ____ to ____ <input type="checkbox"/> Monday from ____ to ____ <input type="checkbox"/> Tuesday from ____ to ____ <input type="checkbox"/> Wednesday from ____ to ____ <input type="checkbox"/> Thursday from ____ to ____ <input type="checkbox"/> Friday from ____ to ____ <input type="checkbox"/> Saturday from ____ to ____	<input type="checkbox"/> Other (describe):	
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<b>Facility Use</b> (check all that are applicable) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Studio  <input type="checkbox"/> Green Room  <input type="checkbox"/> Gathering Area  <input type="checkbox"/> Downstairs Hall  <input type="checkbox"/> Downstairs Meeting Room  <input type="checkbox"/> Office Facilities         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Parking Lot on Glacier  <input type="checkbox"/> Parking Lot on 10<sup>th</sup>  <input type="checkbox"/> Downstairs Kitchen  <input type="checkbox"/> Gathering Area Kitchen  <input type="checkbox"/> Other Facility (specify)         </td> </tr> </table>		<input type="checkbox"/> Studio <input type="checkbox"/> Green Room <input type="checkbox"/> Gathering Area <input type="checkbox"/> Downstairs Hall <input type="checkbox"/> Downstairs Meeting Room <input type="checkbox"/> Office Facilities	<input type="checkbox"/> Parking Lot on Glacier <input type="checkbox"/> Parking Lot on 10 <sup>th</sup> <input type="checkbox"/> Downstairs Kitchen <input type="checkbox"/> Gathering Area Kitchen <input type="checkbox"/> Other Facility (specify)				
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<b>Facility Equipment Use</b> (check all that are applicable) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Studio  <input type="checkbox"/> Grand Piano  <input type="checkbox"/> Allen Organ  <input type="checkbox"/> Drum Kit  <input type="checkbox"/> Roland FP-5 Piano  <input type="checkbox"/> Jackson Guitar and/or Amp  <input type="checkbox"/> PA System  <input type="checkbox"/> Video Conferencing System         </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Greenroom  <input type="checkbox"/> Video Projector  <input type="checkbox"/> Video Conferencing System  <input type="checkbox"/> Video Streaming System  <input type="checkbox"/> Audio Recording Studio  <input type="checkbox"/> Downstairs Conference Hall  <input type="checkbox"/> Upright Piano  <input type="checkbox"/> 8' Tables ____         </td> </tr> </table>		<input type="checkbox"/> Studio <input type="checkbox"/> Grand Piano <input type="checkbox"/> Allen Organ <input type="checkbox"/> Drum Kit <input type="checkbox"/> Roland FP-5 Piano <input type="checkbox"/> Jackson Guitar and/or Amp <input type="checkbox"/> PA System <input type="checkbox"/> Video Conferencing System	<input type="checkbox"/> Greenroom <input type="checkbox"/> Video Projector <input type="checkbox"/> Video Conferencing System <input type="checkbox"/> Video Streaming System <input type="checkbox"/> Audio Recording Studio <input type="checkbox"/> Downstairs Conference Hall <input type="checkbox"/> Upright Piano <input type="checkbox"/> 8' Tables ____				
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|---|--|
| <input type="checkbox"/> Video Streaming System         | <input type="checkbox"/> Chairs _____            |
| <input type="checkbox"/> Audio Recording Studio         | <input type="checkbox"/> PA System               |
| <input type="checkbox"/> Video Production Studio        | <input type="checkbox"/> Downstairs Meeting Room |
| <input type="checkbox"/> High Speed Internet Connection | <input type="checkbox"/> Upright Piano           |
| <input type="checkbox"/> Gathering Area                 | <input type="checkbox"/> 8' Tables _____         |
| <input type="checkbox"/> Upright Piano                  | <input type="checkbox"/> Chairs _____            |
| <input type="checkbox"/> 8' Tables _____                |  |
| <input type="checkbox"/> Chairs _____                   |  |
| <input type="checkbox"/> PA System                      |  |

**Services** (check all that are applicable)

*Juneau Live! Services*

- Meeting sound services
- Event sound services
- Video conference stream services
- Video studio streaming services
- Audio studio recording services
- Video production services
- Performance Copyright Licenses
- Streaming Copyright Licenses

*Other Services*

- Music assistance
- Catering services
- Serving staff services
- Kitchen staff assistance
- Janitorial services
- Other services (specify)

**Donation** (from current Juneau Live! Facility Use and Service Donation Schedule)

*Juneau Live! promotion - No donations for studio use and services until July 2021.*

**Minimum Liability Insurance** (if any)

None.

**Additional Terms** (if any)

None.

*This Facility and Service Form is governed by the terms of the Studio Facility and Services Agreement with the Effective Date referenced above. Accepted and agreed:*

**Resurrection Lutheran Church**

by: \_\_\_\_\_  
 Bradley Perkins  
 Producer, Juneau Live!  
 \_\_\_\_\_  
 printed name and title

**User**

by: \_\_\_\_\_  
 \_\_\_\_\_  
 printed name and title