Event: Mission of Mercy / MOM Contract #: 3480D

DENA'INA CIVIC & CONVENTION CENTER

600 Seventh Avenue Anchorage, AK 99501 Phone (907) 263-2850; Fax (907) 644-2842 USE PERMIT AND AGREEMENT

A. PARTIES:

- 1. This Agreement, made and entered into this date: 10/27/2015, between SMG of Alaska, Inc. / DBA Dena'ina Civic and Convention Center of the Municipality of Anchorage, hereinafter referred to as the Center, and Alaska Dental Society Charitable Activities Fund/ADSCAF hereinafter referred to as the User.
- 2. It is understood and agreed that the term "Center" will, throughout this Agreement, refer to the duly appointed representative of the Dena'ina Civic and Convention Center.

B. PREMISES:

1. Center, under the terms and conditions of this Agreement, grants to User the nonassignable right to use and occupy portions of the Dena'ina Civic and Convention Center described as follows:

Idlughet Hall (50,000 sq. ft)

2. The User agrees to quit and surrender up the premises to the Center at the end of the term, in the same condition as the date of commencement of this Agreement. This Agreement is not a lease, and the Center makes no warranties concerning the premises except as expressly stated herein.

C. PURPOSE

The aforementioned premises are to be used solely for the purpose of: Mission Of Mercy Community Dental Treatment

D. USE DATES:

Under this agreement, use of the leased space will be as follows:

Move-in (include decorator setup)		Event		Move-out	
Start:	Finish:	Start:	Finish:	Start:	Finish:
Thursday April 28,	Friday April 29, 2016	Friday April 29,	Saturday April 30,	Saturday April 30,	Sunday May 1,
2016 6:00am	2016 6:00am	2016 6:00am	2016 6:00pm	2016 12:00pm	2016 6:00pm

E. FEE TERMS:

1. Basic Fee: Total Room Rental Thirty Six Thousand One Hundred (\$36,100.00) Dollars, User has applied for a Municipality of Anchorage room rental waiver in the amount of \$10,000. If approved Mission of Mercy Total Room Rental Charged would be reduced to \$26,100.

Thursday, April 28, 2016 - Move in - Setup Day	\$ 5,550.00	Idlughet 1 & 2 Exhibit Hall (33,180 sq. ft)
Friday, April 29, 2016 - Event Day - Treatment	\$12,500.00	Idlughet Exhibit Hall (50,000 sq. ft)
Saturday, April 30, 2016- Event Day - Treatment	\$12,500.00	Idlughet Exhibit Hall (50,000 sq. ft)
Sunday, May 1, 2016 - Move out - Strike	-\$-5,550.00 -	Idlughet 1 & 2 Exhibit Hall (33,180 sq. ft)

- A. User agrees to pay Center, for the use of the premises, a guarantee of <u>See Above</u>, for the event dates, and in addition agrees to pay \$_[0] for move-in, and \$_[0] for move-out days, as specified above.
- B. Time is of the essence in this Agreement, and the time herein granted shall not be extended for any purpose, without the express written permission of the Center General Manager. If such permission is granted, all additional time shall be paid for by the User at the rate of \$300.00 per hour.
- C. User agrees to deposit, at the time of the signing of this Agreement, the sum of \$5,000.00 dollars, as a deposit, to cover use fees, incidental expenses, and liquidated damages, and further agrees that additional deposits will be made as follows:

Deposit Amount	Deposit #	Deposit Due	Deposit Amount
\$5,000.00	Deposit Due	no later than	11/16/2015
\$10,000.00	Deposit Due - 2nd	no later than	3/28/2016
\$Final Amount Due	Deposit Due - 3rd	no later than	4/25/2016

Cancellations made 60-90 days prior to first day of event will receive a refund of 60% of deposit less costs incurred by Dena'ina Center. Deposit is non-refundable after 60 days prior to first day of event.

2. Additional Services

- A. User agrees to pay to Center, on demand, any sum that may be due for additional services, accommodations, or materials furnished or loaned by Center, at the request of User, Center being initial supplier. The costs of such services, accommodations, or materials shall be listed in schedule A, a copy of which is attached hereto and incorporated herein by reference.
- B. Center may require orders by User, or its authorized representative, for any such services, accommodations, or materials, to be in writing. User certifies that **David Nielson, DDS** is/are, and shall be, for the purpose specified in this Agreement, the agent of User, and shall have full authority to bind User, with respect to any written or verbal order for goods and services which User's agent deems necessary to enable User to obtain the full utilization of the premises.
- 3. Reimbursable Costs