



Municipality of Anchorage CONTRACT / CONTRACT AMENDMENT / CHANGE ORDER TRANSMITTAL FORM

INITIATING DEPARTMENT: Parks and Recreation

Municipal Manager's Office

Contractor / Party Name: Alaska Rugby Union, Inc. - season 2012 Purchase Order #:

MAY 04 2012

Contract Subject / Grant# / Project#: (term 5/1/12 - 9/15/12)

RECEIVED

Step 1: After contracts are prepared, MAKE AT LEAST THREE ORIGINALS (purchasing, originating department, contractor) FOR TRANSMITTAL (or more depending on requirements).

Requisition No: _____ <small>(Attach copy of requisition)</small>	Budget Unit: _____	Date: _____
Assembly Approval Date: _____	Documents: AM-____ AR-____ AO-____ AIM-____ <small>(Attach copies of all Assembly documents)</small>	
Is recording with the District Recorder required? <input type="checkbox"/> Yes <input type="checkbox"/> No		

Step 2: Send **all** originals for signature in sequence to (mark any additional departments which apply):

	<u>Initial</u>	<u>Date</u>
<input checked="" type="checkbox"/> Contractor	<u>[Signature]</u>	<u>4-20-12</u>
<input checked="" type="checkbox"/> Department Director	<u>[Signature]</u>	<u>5-1-12</u>
<input type="checkbox"/> Executive Director	_____	_____
<input type="checkbox"/> Finance	_____	_____
<input type="checkbox"/> Purchasing	_____	_____
<input checked="" type="checkbox"/> Risk Management (if transmitted document involves insurance)	<u>[Signature]</u>	<u>5/2/12</u>
<input checked="" type="checkbox"/> Department of Law	<u>[Signature]</u>	<u>5-3-12</u>
<input checked="" type="checkbox"/> Mayor/Manager	<u>[Signature]</u>	<u>5/4/12</u>
<input type="checkbox"/> Purchasing	_____	_____

Step 3: Construction contracts and amendments are completed by Purchasing and a Purchase Order is added to the document package.

Step 4a: Distribution of originals IF IT IS A STATE OR FEDERAL CONTRACT, and the Municipality is required to sign first:

- ALL COPIES are returned to the originating department and that department is responsible for returning one original to Purchasing when all parties have signed.

Step 4b: Distribution of originals when not a state or federal contract:

- a. Purchasing retains one original
- b. Purchasing sends one original to contractor
- c. All other originals, the Purchase Order and this Transmittal Form are returned to the originating department for copy distribution and administrative records filing

Department: <u>Parks & Recreation</u>	Date: <u>5-1-12</u>
Attention: <u>Deb Zentmire</u>	Phone: <u>343-4287</u>

5-18-12
Scanned
-ccdcB

**MUNICIPALITY OF ANCHORAGE
DEPARTMENT OF PARKS & RECREATION
COOPERATIVE USE AGREEMENT**

This Permit is made and entered into effective May 1, 2012, by and between the Municipality of Anchorage, Department of Parks and Recreation (hereinafter "Permitter") and Alaska Rugby Union, Inc. (hereinafter "Permittee").

PART I

SPECIAL PROVISIONS

Part I of this Use Agreement consists of those special provisions that are listed below by section number and title.

- Section 1. Definitions.
- Section 2. Premises.
- Section 3. Term of Use Agreement.
- Section 4. Fees.
- Section 5. Nonexclusivity.
- Section 6. Termination.
- Section 7. Duties Upon Expiration or Termination.
- Section 8. Reporting of Accidents.
- Section 9. Concession Operations / Vendors / Alcohol.
- Section 10. Use of the Premises.
- Section 11. Field Maintenance – Priority of Use.
- Section 12. Insurance.
- Section 13. Americans with Disabilities Act.
- Section 14. Relationship of Parties.
- Section 15. Risk of Loss.
- Section 16. Right of Entry.
- Section 17. No Property Interest.
- Section 18. Ownership of Improvements to the Premises.
- Section 19. Permit Requirements.
- Section 20. Notices.
- Section 21. Liens.
- Section 22. Environmental.
- Section 23. Security of Premises/Safety.
- Section 24. Reports and Audits.
- Section 25. Personnel.
- Section 26. Permitters Reservation of Rights and Interests.
- Section 27. Political Activity.

Section 28. Conflict of Interest.

Section 1. Definitions.

The following definitions shall apply herein:

- A. "Permittee" means Alaska Rugby Union, Inc. executing this Cooperative Use Agreement;
- B. "Permitter" means the Municipality of Anchorage ("MOA");
- C. "Department" means Department of Parks & Recreation;
- D. "Administrator" means the Director of the Department of Parks & Recreation or authorized designee;
- E. "Contracts Administrator" means the administrator of contracts for the Parks & Recreation Department.
- F. "Premium Time" means summer facility hours based on weekday use from 5:00 p.m. -11:00 p.m.;
- G. Weekend and holidays for tournaments that are requested in writing, would receive Premium Time from noon -11 p.m.;
- H. "Field Availability" means summer facility hours from 5:00 p.m. to 11:00 p.m. during weekdays unless otherwise noted;
- I. "Fields/Premises" means the fields specified in Section 2 of this agreement;
- J. "Season" means May 1st through September 15th, depending on turf conditions and the particular sport;

K. "Fall ball" means intended use of the sports fields after September 16th, up to the start of winter.

L. "Priority Use" means first right of premium time scheduling of facility during field availability, as long as field use has been requested in writing and approved for use; and

M. "Use Agreement" means a revocable Cooperative Use Agreement.

Section 2. Premises.

A. The Premises is described as the multipurpose field at Davis Park, located at 5081 Mountain View Drive, Anchorage, Alaska.

B. This document is intended to be a Use Agreement for Permittee for the Premises in accordance with the terms set forth herein. Permittee shall acquire no interest in the Premises or any other real or personal property of Permitter by virtue of this permit, nor shall Permitter acquire any interest in the personal property, equipment or materials of Permittee that have not been permanently affixed to the Premises.

C. Please note that a cooperative use agreement is not available for Delaney Park fields, or for Mulcahy baseball stadium. Full rental fees are applicable for practices, games, or tournaments at either of these locations, regardless of whether you have a cooperative use agreement at other locations. Side agreements Permittee has made with any other entity to utilize these two locations are not allowed or enforceable by Permittee / entities. You must obtain a Parks and Recreation permit by completing a field use application to utilize these two locations, and pay for permits prior to use.

Section 3. Term of Use Agreement.

A. The term of this Use Agreement shall be from May 1, 2012 through September 15, 2012, unless earlier terminated pursuant to the terms of this Use Agreement.

B. Fall ball: this Cooperative Use Agreement term ends September 15, 2012. If your League would like to hold clinics, games, or further tournaments on the fields after the 15th, please submit your field request application to the Contracts Administrator for consideration. Rental fees for the sports field can be found at www.muni.org/parks/fees. Full rental fees shall apply.

The sports fields are open to the general public for rentals during park hours after the 15th, and permits may have already been issued for use by other entities.

C. If your league intends to perform additional field maintenance (this includes snow plowing within the complex) past September 15th, please contact the Contracts Administrator via written form, prior to maintenance being performed on the Premises. Your request shall be submitted to the Administrator for review. If your request is approved, general liability insurance must remain in place during use.

D. The Off Season term shall be from September 16, 2012 through April 30, 2013, for purposes of the Permittee utilizing one existing connex on the Premises. Items stored by League personnel within the connex shall only be related to maintenance of the fields/premises. No hazardous materials may be stored in or around the connex. Permittee must have general liability insurance coverage during the off season term. The Municipality of Anchorage is not liable or responsible for Permittee's personal property stored in the connex.

E. Permittor shall be allowed to inspect contents of the connex at any time during the term of the agreement, and Permittee shall allow Permittor to do so.

Section 4. Fees.

A. Permittee shall pay a sports field application processing fee of \$150.00 to Permittor due when field permits are picked up and paid for, but no later than May 1, 2012.

B. Athletic facility user fees shall be enforced according to the approved and current Parks and Recreation fee schedule. Fees are established separately for league play and tournament play. Permittee shall reserve fields and pay for each field and each day that the field has been reserved, prior to a field use permit being issued. Requests for field permits for tournaments may be submitted in initial application for athletic field use. Permittee shall be required to pay for each field and each day reserved, prior to a tournament field use permit being issued, as detailed above, and before any league games or tournaments are played. (See, Appendix A).

C. Permittee's request for reduced fees or fee waivers held at the Premises is for youth league, if applicable. (Permittee's league registrants only – does not include coaching colleges or school district practices, games, tournaments or student events, sports, and activities).

Permittee shall make all payments to Permittor at the following address:

Municipality of Anchorage
Parks & Recreation Department – attention C.B. Stewart
P.O. Box 199650
Anchorage, Alaska 99519-6650
(907) 343-4040

Section 5. Nonexclusivity.

Permittee agrees and understands that this cooperative use agreement is nonexclusive. Permittor may grant rights to one or more other user groups, or others generally, to utilize the premises and facilities on Permittor's property. In addition, Permittee agrees to cooperate with Permittor and other Permittees to avoid or mitigate of interference of use among Permittees of the premises.

Section 6. Termination.

This Use Agreement may be revoked:

A. By mutual consent of the parties.

B. For the convenience of either party, provided that the revoking party notifies the other in writing of its intent to revoke under this paragraph at least thirty (30) days prior to the effective date of the revocation. (Lack of interest in continued maintenance of the fields through the term of this agreement shall not be deemed as sufficient reason of "convenience").

C. For cause, by either party, where the other party fails in any material way to perform its obligations under this permit. Revocation under this paragraph is subject to the condition that the revoking party notifies the other party in writing of its intent to revoke this permit and states with reasonable specificity the grounds therefore, and Permittee shall have within thirty (30) days of receiving the notice either to cure the default complained of, or to commence and proceed with diligence to cure the default.

Section 7. Duties Upon Expiration or Termination.

A. Upon revocation or upon expiration of this Use Agreement, Permittee shall cease all work in progress, remove personal property from the Premises, and if applicable, turn over all project design and construction documents to Permitter.

B. Structures, improvements, and personal property of Permitter which are altered, or damaged, normal wear and tear excepted, shall be replaced, restored, or repaired by the Permittee, at Permittee's expense, to the satisfaction of the Municipality of Anchorage with such work as may be required to be commenced within 30 days, with written notice to the Permittee by the Municipality of Anchorage.

C. Upon expiration or termination of this Agreement, Permittee shall participate in an inspection of the Premises with the Permitter for the purpose of a walkthrough of the Premises. Permittee's personal assets and inventory shall have been removed from the Premises, unless arrangements are made with the Department to allow some storage in the connexes on the Premises. (See, Section 12 Insurance and Section 22 Environmental). The Permittee shall leave the Premises in a neat, clean, and undamaged condition. Keys in Permittee's possession to the Premises shall be returned to the Permitter during this walkthrough.

Section 8. Reporting of Accidents.

The Permittee shall notify the Contracts Administrator of any injury or damage sustained by persons or property on the premises during the Permittee's use thereof as soon as practicable, but in no case shall it be later than the first working day following Permittee learning of such injury or damage. The Permittee shall also file a written

report of such injury or damage with the Administrator not later than the second working day following Permittee learning of such an occurrence.

Section 9. Concession Operations / Vendors / Alcohol.

A. If a user group has, or sponsors concession operations (such as a snack shack, selling food, t-shirts, etc), the user group will be charged a \$50.00 concession operations fee according to the current Parks and Recreation fee schedule. This fee is to be paid by the user group prior to the start of the season, and permits the concessions operations as a whole. It is recommended that the user group contact the Municipal health department to secure the necessary health permits required if applicable. Those permits should be posted and available for public view, if required by health department regulations. A copy of the health department permit(s) issued to the Permittee may be asked to be provided to the Contracts Administrator prior to season play.

B. If you are bringing in a vendor/concessionaire for practices, games, tournaments, or league gatherings to sell food, t-shirts, team photos, or other products, including, entertainment such as pony rides, bouncy house, etc., your vendor must obtain a permit from Parks and Recreation, as well as provide Permittor with a certificate of liability insurance naming MOA as additional insured. For-profit vendor permits are \$100.00 for the first day and \$50.00 for subsequent days thereafter. Non-profit vendor permits are \$30.00 for the first day and \$15.00 for subsequent days thereafter. It is the league's responsibility to see that vendors/concessionaires comply by obtaining a permit from the Parks and Recreation department. Permittee may be

billed for vendor permit fees if vendor/concessionaire did not obtain a permit from the Department.

C. If your league, guests, participants, players, members, coaches, etc. are consuming alcohol on park premises during your league practices, games, or tournaments, the league must obtain an alcohol permit from Parks and Recreation, prior to consumption on the premises, for each day alcohol will be consumed on the premises. Alcohol sales on the Premises are not authorized. There is a minimum 7 day application approval process. There is an alcohol permit fee, and guidelines for providing the Department with additional written information/documentation about your event. The League must provide a certificate of insurance naming Permitter as additional insured that is specific for coverage of the consumption of alcohol during your event.

D. Failure to obtain an alcohol permit prior to your event wherein alcohol is being sold, served, or consumed, will void the cooperative use agreement immediately. Permittee shall pay full rates for use/rental of the fields by your league. Full rate shall apply from date alcohol sold, served or consumed, through the end of season play/use.

Section 10. Use of the Premises.

A. Subject to scheduled use, the Permittee shall have access to and use of the premises during the term of this Use Agreement on the terms and conditions set forth in this Agreement and appendices attached hereto, and incorporated herein by reference.

B. Permittee shall not allow any other use and/or services other than those described in this agreement, except with the written consent of the Parks and

Administrator. Permittee shall not use or permit any part of the Premises to be used for any unlawful purpose or for any purpose or use that may constitute a nuisance or hazard to health, safety, or property. Permittee shall not use or allow the Premises or any part thereof to be used or occupied for any purpose in violation of any law or lawful order or regulation governing municipal park lands.

C. The Department reserves the right to exclude any individual or group from its facilities based on conduct, which it reasonably determines to be objectionable or contrary to Municipal interest. The Permittee hereby consents to the exercise of such authority by Department over its officials, agents, members, and guests.

D. Any variation in use by Permittee from the approved usage noted in this agreement requires written approval of the Administrator, prior to the special use.

Section 11. Field Maintenance - Priority of Use.

A. Subject to the terms of this agreement, as consideration for the Permittee providing field maintenance set forth in Appendix A, Permittee shall receive priority use during Premium Time of the Premises as set forth in this agreement. Additional usage may be granted in accordance with the MOA field allocation process at the sole discretion of the Permitter.

B. Permitter shall, at its sole discretion, schedule the use of all sport fields at the Premises. Permittee's request to use any sport field at the Premises shall be given priority use scheduling during Premium Time for the term of this Use Agreement, so long as Permittee is in compliance with all terms and conditions of this Use Agreement, as well as previous season agreement reporting, non-profit status in good standing, required insurance in place, and all fees have been paid in full. Permitter shall attempt

to provide at least twenty-four (24) hours advance notice to Permittee when Facility is scheduled for use by other users.

C. Permittee shall not install, construct or build any capital improvements on the Premises without the prior written consent of the Administrator.

D. Priority use under this section shall become operative only if Permittee files a written request in accordance with the MOA– Application for Athletic Field Use, setting forth its practice schedule, game playing schedule, and tournament schedule for the 2012 playing season, and executes this Cooperative Use Agreement by March 5, 2011.

E. Permittee shall submit to the Contracts Administrator an annual report providing verification of teams and participation within thirty (30) days after the end of the league's playing season, including the number of registered players, number of games and practices played, number of tournaments, economic impact to the community, along with an estimated number of recreation hours of participation by all league players affiliated with Permittee, and the number of estimated hours of volunteers who help manage and coach the programs.

F. The Permittor may, during normal business hours of Permittee, audit and review all books and records of Permittee that relate to its performance of this Use Agreement.

G. Upon request, and within a reasonable time, Permittee shall submit additional information, reports, and allow access to all records, relating to its activities

and capital improvements under this Use Agreement to Permittor, in such form and at such time as Permittor may reasonably require.

H. Permittee shall retain all contracts, invoices, materials, payrolls and other data relating to this Use Agreement for a period of three (3) years after expiration or any termination of this Use Agreement.

Section 12. Insurance.

A. Permittee shall maintain in good standing the insurance described in this Section. Before rendering any work or use for specified areas under this Use Agreement, Permittee shall furnish the Contracts Administrator with proof of insurance in accordance with Section 12 in a form acceptable to the MOA Risk Manager for Permittor.

B. Permittee shall provide comprehensive general liability, including contractual and personal injury, and products liability coverages -- \$1,000,000 per occurrence. The liability policy shall also provide coverage for the activities of employees and volunteers.

C. Worker's Compensation and Employer's Liability -- as required by Alaska law.

D. Each policy of insurance required by this section shall provide for a faxed copy of insured's cancellation notice, within two business days of receipt, to the Municipality of Anchorage, Parks and Recreation Contracts Administrator.

E. Permittor shall be named additional insured on all liability policies. Each liability policy shall have Permittor as additional insured except professional liability and

worker's compensation policies. In addition, all policies shall contain a waiver of subrogation against the Municipality of Anchorage.

Section 13. Americans with Disabilities Act.

The Permittee shall be in compliance with its obligations under the Americans with Disabilities Act of 1990 as enacted and amended from time to time, and any other applicable Federal, State, or local laws and regulations. A signed, written certificate stating compliance with the Americans with Disabilities Act may be requested of the Permittee to provide to Permittor at any time during the life of this agreement.

Section 14. Relationship of Parties.

Permittor may administer this Agreement and monitor the Permittee's compliance with its obligations hereunder. Permittor shall not supervise or direct the Permittee other than as provided herein.

Section 15. Risk of Loss.

A. The Permittee shall bear the risk of loss for any improvements and fixtures made, installed or constructed on the premises and for any personal property the Permittee brings to the premises in the event that such improvements, fixtures, or personal property are damaged or destroyed in whole or in part, by whatever cause.

B. The Permittor shall bear the risk of loss for any improvements installed or constructed on the premises in the event that the improvements are damaged or destroyed, in whole or part, solely by reason of Permittor's negligence or otherwise wrongful conduct. However, Permittor is not responsible for repair or replacement of improvements or other property located on the premises until funds for such repair or replacement have been appropriated by the Municipal Assembly.

Section 16. Right of Entry.

A. Permittor reserves the right to enter the premises at all reasonable times and to exercise all the rights and privileges of a land owner, including the right to permit other parties to use the premises, and the Permittee shall allow Permittor to do so.

B. Permittee shall issue two keys to Permittor for each storage facility non-MOA lock that Permittee utilizes at the Premises.

C. Prior to Permittee changing MOA locks to the Premises, Permittee shall request permission from Permittor to do so. Two keys shall be given to Permittor for each storage facility non-MOA lock on the Premises.

D. Permittee shall provide Permittor with a list, within 10 days upon execution of this Agreement, of the names of all Members, maintenance personnel, officer, director, volunteer, or any such person issued keys to the Premises. If there is a change the list of key issuance during the term of this agreement, Permittee shall provide an updated list to Permittor.

G. Permittee may not duplicate MOA keys. Permittee may not transfer MOA keys from one member or employee to another, the general public, or to other family members without said key being checked back in to the Contracts Administrator, and checked back out by the representative of Permittee through the Contracts Administrator. Both shall be accomplished by execution of a key issuance record form.

H. Copies of non-MOA keys and alarm codes used to secure the premises / storage areas / all areas used by Permittee shall be provided to the Contracts Administrator by the Permittee upon execution of this Use Agreement. Use of these keys and codes by Park and Recreation management would typically be used in the

case of an emergency within those areas. Permittee understands that if Permitter/MOA personnel must gain access to the storage facilities used by Permittee due to emergency, Permittee's locks may be accidentally damaged or broken.

I. Upon termination, revocation, or expiration of this Use Agreement, Permittee shall turn in all MOA keys to the Premises, to the Contracts Administrator and/or Recreation Superintendent. Any MOA keys issued to Permittee that have been lost, stolen, or not turned back in to Permitter shall be considered missing keys, and Permittee shall be charged and pay for rekeying of the buildings and gates.

Section 17. No Property Interest.

This Use Agreement is intended to be a permit for the Permittee to use the premises in accordance with the terms set forth herein. The Permittee shall acquire no interest in the Premises or any other real or personal property of Permitter by virtue of this Use Agreement.

Section 18. Ownership of Improvements to the Premises.

A. No capital improvements to the premises shall be made without prior, written consent by the Administrator. There will be no special credits, no reduced rates for field usage either at the Premises or any other location, nor special compensation, tangible or intangible, given to any user of the fields at the Premises or any other location, based upon capital improvements being made to the Premises.

B. Any capital improvements to the Premises constructed or installed by Permittee during the term of this Use Agreement shall become the property of Permitter upon the completion of construction. Construction of such improvements is complete for the purposes of this Section upon the earlier of:

Completion of all work set out in the approved construction plans; and
Substantial completion of all work set out in the approved construction plans and beneficial use of the improvement for the purpose it was intended to serve.

Section 19. Permit Requirements.

The Permittee shall acquire and maintain in good standing all permits, licenses, insurance, and other entitlements necessary to its performance under this Use Agreement. Permittee agrees to comply with all applicable Municipal/State statutes, ordinances, rules and regulations, together with any policies, procedures and conditions of permit issuance, and any violation by Permittee of such shall be sufficient grounds for immediate revocation of this Use Agreement. The Permittee shall pay all taxes pertaining to its performance under this Use Agreement.

Section 20. Notices.

Any notice required pertaining to the subject matter of this Use Agreement shall be personally delivered, sent via facsimile or mailed by prepaid first class registered or certified mail, return receipt requested to:

PERMITTOR:

Municipality of Anchorage Parks and Recreation
attn: John H. Rodda, Director
P.O. Box 196650
Anchorage, Alaska 99519-6650
Telephone: (907) 343-4355
Facsimile: (907) 343-6523

PERMITTEE:

Alaska Rugby Union, Inc.
Cameron Vivian, Director
5641 E. 99th Avenue
Anchorage, Alaska 99507
Telephone: (907) 561-8008/227-0034 / Facsimile: (907) 562-7343

Notices are effective upon the earlier of receipt, proof of good transmission (facsimiles only) or five (5) days after evidence of receipt via delivery or mail.

Section 21. Liens.

Permittee shall not suffer any liens or encumbrances to be levied upon the Premises, or any other land owned or controlled by Permitter. Permittee will hold harmless Permitter from any such actions, and be responsible for payment of any related costs that Permitter may incur.

Section 22. Environmental.

A. Permittee agrees and covenants not to use, store or abandon any toxic wastes, hazardous chemicals, or any other regulated substances (5 gallons of gasoline and oil for lawnmowers may be used and stored within a locked connex, and must be in marked containers that are suitable for gasoline and oil storage – no open containers are allowed), which in any way may create liability for contaminated soils or waters, without the prior written consent of the Permitter. Permittee shall not apply chemicals/pesticides on or around municipal park property. Should Permittee breach this clause, the hold harmless provisions hereof shall apply and the Permitter may independently demand and require Permittee to promptly cure any soil or water contamination or other damage at Permittee's expense. Permitter may also take remedial steps or seek administrative or judicial relief and seek from Permittee recovery of costs, including attorney fees and court costs, associated with any remedial, administrative or judicial action.

B. Permittee may not store or apply any other chemicals or pesticides on the Premises. Unauthorized application of chemicals or pesticides in any form, other than approved Parks & Recreation fertilizer, may immediately void Permittee's cooperative use agreement and continued field use. Unauthorized application shall be referred to the State of Alaska Department of Environmental Conservation office.

C. Household cleaners, when used as intended on the Premises in the quantities specified on the product labels, are usually exempt from Haz-Com standards. The management of these types of cleaners in small occupancy areas (such as snack shack/building or connexes) require a chemical inventory list (examples: Clorox, Simple Green, Oven Cleaner etc.) that Permittee keeps onsite. Please properly discard of household cleaner containers as they are emptied. All other, but immediate intended use quantities (example: one oven cleaner to be used and then the empty canister discarded) are not allowed as per this Agreement, and may be subject to OSHA Hazard Communication requirements and NFPA reporting.

D. Chemicals (either hazardous or household use) are not permitted onsite in an unlabeled container. All chemicals that are not under direct control and for immediate, use must be in an appropriate container and labeled for content.

E. It is the Permittee's responsibility to comply with OSHA requirements, as applicable, within the snack shacks/buildings and connexes.

Section 23. Security of Premises/Safety.

During the term of this Use Agreement, Permittee shall have the sole responsibility for security of the Premises at all times during its scheduled use, excluding those times that the Premises is scheduled for use by others. Permittee shall

also have the sole responsibility for safety during its scheduled use, including safe conduct and safe use of facilities. Permittee agrees to correct any safety concerns in a prompt manner.

Section 24. Reports and Audits.

A. The Permittee shall submit a detailed report to the Contracts Administrator on all authorized capital improvement projects to the Permitter on forms approved and/or provided by the Permitter. Said report shall provide an accurate, correct and complete disclosure of all financial transactions relating to all capital improvements. Permittee shall submit its report to Permitter no later than December 31st of each year.

B. The Permitter may, during normal business hours, audit and review all documents, records and financial transactions relating to performance of Permittee's performance of this Use Agreement.

C. The Permitter may audit and review the Permittee's schedules and standings, or other documents, and to otherwise monitor the Permittee's uses of the fields, to aid in determining the actual uses of the fields.

D. Upon request, and within a reasonable time, the Permittee shall submit such other information, reports and access to all records, relating to its activities and authorized capital improvements under this Use Agreement to Permitter in such form and at such time as Permitter may reasonably require.

E. The Permittee shall retain for a period of three (3) years after completion of all capital improvements all contracts, invoices, materials, payrolls and other data relating to matters covered by this Use Agreement.

Section 25. Personnel.

A. Permittee shall notify the Contracts Administrator in writing within ten (10) days of any changes in Permittee's executive, key personnel, or board members.

B. For the purpose of this section, the word "personnel" means each employee and volunteer whose duties and responsibilities relate primarily to working with minor children or in close proximity to minor children for a specified period of time longer than one (1) week in duration. Permittee will be responsible for the recruitment and screening of appropriate personnel and verification of credentials, references, and suitability for working with children. Permittee agrees to comply with the following concerning the screening and employment of personnel provided in writing to Permittee, including but not limited to the following:

(1) Permittee shall be responsible for initial screening and subsequent monitoring of all personnel, as necessary, including substantiating credentials and checking references.

(2) Permittee shall not hire or retain any personnel who refuse to (a) provide the names of references; (b) provide documentation of credentials; (c) provide information on criminal conviction records; or (d) provide other requested information which may bear on the applicant's fitness to work with or in close proximity with minor children.

(3) Permittee shall not hire or retain any personnel who, to its knowledge after the aforementioned screening and checking, either (a)

have not completely and truthfully reported information concerning their criminal convictions, or (b) have been subject of a child abuse and maltreatment report on file with the State Registry, or are the subject of an ongoing investigation pursuant to a child abuse and maltreatment report on file; or whose criminal convictions record, to such knowledge, directly bears on their fitness to work with or in close proximity to children, or whose employment would involve an unreasonable risk to the safety or welfare of children, subject to and consistent with Alaska law.

C. The requirements of Paragraph B extend only to employees or volunteers who have repeated contact with children on an on-going basis and does not refer to one (1) day or single event volunteers or employees who will be supervised by an authorized employee or volunteer who has completed above-mentioned background checks.

D. Permittee is an independent contractor. All personnel employed by Permittee are employees of Permittee and are not employees of Permittor. Permittee alone is responsible for their work, direction, compensation and personal conduct while engaged pursuant to this Use Agreement. Neither Permittee nor its personnel or agents will hold themselves out as, or claim to be, officers or employees of Permittor or of any department, agency, or unit thereof, and they will not, by reason hereof, make any claim, demand, or application for any right or privilege applicable to an officer or employee of Permittor, including worker's compensation coverage, unemployment insurance benefits, social security coverage, or employee retirement membership or

credit. This shall be applicable to the user group's volunteers as well.

E. The staff and personnel involved in this agreement shall, at all times, represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.

Section 26. Permitter's Reservation of Rights and Interests.

A. Public Events. The parties shall give each other timely written notice in advance of all press conferences, public ceremonies, or other public or planned news events relating to this Use Agreement.

B. Public Communications. In any statement or release made to the public relating to this Use Agreement, Permittee shall conspicuously acknowledge the involvement of Permitter. If the Administrator finds that any release, advertisement, or statement made to the public relating to the programs and activities offered on the MOA sports fields is incorrect or unacceptable, Permittee and the Administrator agree in good faith to make such release, advertisement or statement accurate and acceptable to both parties.

C. Publications. If Permittee publishes a work discussing any aspect of performance of any services covered by this Use Agreement, Permittee shall acknowledge therein the involvement, if any, of Permitter, and Permitter shall have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and authorize others to use such publications.

D. Filming/Photography

In the event that Permittee receives requests from private entities or the general public for sale/commercial use of the Premises for filming or photography, the Permittee shall refer all requests to the Municipal Manager's office. Proposed filming or photography by the Permittee for sale/commercial use, must also contact the Municipal Manager's office. The requesting entity shall apply for and obtain a filming/photography permit from the Municipality of Anchorage, and pay all fees associated with MOA filming/photography, prior to filming/photography occurring on the Premises.

E. Special Events. Permittor expressly reserves the right to schedule and conduct special events, alone or in conjunction with co-sponsors on the MOA sports fields. Permittor shall restore the field(s) to at least the same condition as at the beginning of the event(s).

Section 27. Political Activity

There shall be no partisan political activity or any activity to further the election or defeat of any candidate for public, political or party office as part of or in connection with this Use Agreement, nor shall any User Fees be used for such purposes. No posting of political signs on the premises are authorized.

Section 28. Conflict of Interest

Permittee represents and warrants that neither it nor any of its officers, trustees, employees, or volunteers has any interest, nor shall they acquire any interest directly or indirectly, which would or may conflict in any manner or degree with the performance or rendering of the services herein provided. Permittee further represents and warrants

that in the performance of this agreement, no person having such interest or possible interest shall be employed by it. No elected official or other officer or employee of the Municipality of Anchorage, nor any person whose salary is payable, in whole or in part shall take place in any decision relating to this agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested; nor shall any such person have any interest, direct or indirect, in this agreement or in the proceeds thereof.

PART II

GENERAL PROVISIONS

Part II of this Use Agreement consists of those general provisions that are listed below by section number and title.

- Section 1. Nonwaiver.
- Section 2. Amendment.
- Section 3. Jurisdiction; Choice of Law.
- Section 4. Severability.
- Section 5. Integration.
- Section 6. Liability.
- Section 7. Nondiscrimination.
- Section 8. Assignments.

Section 1. Nonwaiver.

The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

Section 2. Amendment.

A. This Use Agreement shall only be amended, modified or changed in writing, and executed by authorized representatives of the parties.

B. For the purposes of amendment of this Use Agreement, the only authorized representatives of the parties are:

Permittee: President or authorized designee of
Alaska Rugby Union, Inc.

Anchorage: Mayor, Municipal Manager or authorized designee.

C. Any attempt to amend, modify, or change this Use Agreement by either an unauthorized representative or unauthorized means shall be void.

Section 3. Jurisdiction; Choice of Law.

Any civil action arising from this Agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska at Anchorage. The laws of the State of Alaska shall govern the rights and obligations of the parties under this Agreement.

Section 4. Severability.

Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

Section 5. Integration.

This instrument and all appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written between the parties hereto.

Section 6. Liability.

The Permittee shall indemnify, defend, save and hold Permitter harmless from any and all claims, lawsuits or liability, including attorney's fees and costs, allegedly arising out of loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of Permittee, Permittee's agents, employees or invitees, occurring during the course of, or as a result of, the Permittee's use of the premises subject to this Use Agreement, except for the wrongful or negligent acts of Permitter, its agents or employees.

Section 7. Nondiscrimination.

A. The Permittee shall not discriminate against any person wishing to use the Premises because of race, color, religion, national origin, ancestry, age, sex, marital status or mental or physical handicap.

B. The Permittee shall comply with all applicable Federal, State and Municipal laws as concerning the prohibition of discrimination including, but not limited to Title 5 and Title 7 of the Anchorage Municipal Code.


Section 8. Assignments.

Any assignment by the Permittee of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void, and an attempt by the Permittee to assign any part of its interest or delegate duties under this Agreement shall give Permitter the right immediately to terminate this Agreement without any liability for work performed, or without any other action required on Permitter's part.

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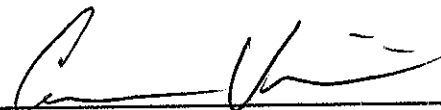
IN WITNESS WHEREOF the parties have executed this Use Agreement on the date and at the place listed below.

MUNICIPALITY OF ANCHORAGE



Mayor, Municipal Manager or Designee
Date: 5/4/12


ALASKA RUGBY UNION, INC.



By: Cameron Vivian, Director
Date: 4-20-2012
Tax ID No. _____

STATE OF ALASKA)
)ss.
THIRD JUDICIAL DISTRICT)

The foregoing instrument was acknowledged before me this 20th day of APRIL 2012, by Cameron Vivian, Director of Alaska Rugby Union, Inc., an Alaskan non-profit corporation on behalf of the Corporation.



Notary Public in and for Alaska
My Commission Expires: 9/11/2015

(continued on next page)



**APPENDIX A
ALASKA RUGBY UNION, INC.**

FIELD MAINTENANCE – 2012

1.0 Purpose of Agreement:

The intent of this agreement is to document a mutually beneficial cooperation between the participating League and Parks & Recreation, which will provide a more affordable and effective ball league program for the Anchorage community, by combining available resources from each party to the agreement.

Working in cooperation provides an opportunity to the Anchorage community to participate in diverse programs; provide facilities and/or programming for sports designed to introduce participants to the sport of their interest, as well as provide for skill advancement in that sport; and provide facilities for the good of community organizations providing programs in the pursuit of a variety of sports and recreational interests.

In exchange for the Permittee's services provided in the table below, the Permitter agrees to provide field use and services at a reduced rate to the Permittee at the Municipal ball field facilities, that the Permittee has been permitted for from May 1st through September 15th during the term of this Agreement.


In exchange for the services and reduction in fees provided by the Municipality, the Permittee agrees to provide the following services, without charge, to the Municipality at the Municipal ball field facilities that Permittee has been permitted for from May 1st through September 15th during the term of this Agreement:

(continued on next page)

2.0 Duration of Agreement for Maintenance:

May 1, 2012 – September 15, 2012

**Alaska Rugby Union, Inc. Cooperative Use Agreement – Season 2012
Maintenance Program – Terms Mutually Agreed to by All Parties of this
Agreement**

PERMITTOR (MOA)	PERMITTEE (LEAGUE)	Permittee Initials of agreement
<p>Water: Provide water start-up, turn on, and winterization of lines from the municipal water supply to the fields on or about May 15th if feasible. Frozen pipes, frozen ground, etc. can affect access of the water supply. Permittor relies on the MOA Property & Facility Maintenance Department to turn on/off the water supply to the fields. Dependent upon condition of lines/ground from preceding winter, water turn on may not be available until after May 15th. Water shut off typically occurs at the end of September or early October.</p> <p>Permittor shall not pay for Permittee's watering expense, should Permittee contract with individual vendor to provide water to field(s) location (before water turn on, while water is turned on, after water is turned off, or if water lines are broken or damaged and out of service).</p>	<p>Water: Water the fields as necessary, equivalent to 1-2 inches per week, using league volunteer or contract personnel and equipment, and supply necessary hoses and sprinklers, starting approximately May 15th through September 15th.</p> <p>xxxxxxxxxx</p>	<p> Initial</p>

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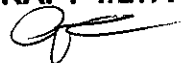
PERMITTOR (MOA)

PERMITTEE (LEAGUE)

<p>Trash: Provide dumpster, metal trash cans, and trash bag liners sufficient for the park facility needs in which those fields are located, and empty and otherwise service those dumpsters weekly from May 1st through September 15th. Permittor shall pay for the predetermined weekly servicing during the term of this agreement. If dumpster is not in place at field(s) by May 5th, Permittee is to contact Contracts Administrator. Permittor shall not pay for Permittee's separate trash removal.</p> <p>One dumpster shall be delivered to the field on or about April 30, 2012. Dumpster shall be removed from the field(s) on or about September 16, 2012. Date may vary by a week either side due to regular servicing day/pickup.</p> <p>xxxxxxxxxx</p>	<p>Trash: Empty trash cans into dumpsters daily or as needed, and replace trash can liners May 1st through September 15th. Contact Permittor if additional liners are needed. Contact Permittor if it appears dumpster needs additional emptying <u>due to neighborhood dumping</u>. Permittee may obtain and place a Parks & Recreation 645 lock on the locking mechanism of the dumpster. Permittee must remove the lock, prior to end of season dumpster pickup of 9/16/12, and return it to the Department. Additional emptying of dumpster due to Permittee's grass clippings or trash causing overflow, shall be paid for by Permittee. Mulching fields is the preferred method, rather than emptying grass into dumpster.</p> <p>Additional trash cans, liners, or dumpsters needed by Permittee due to tournaments, clinics, etc., larger than normal gatherings, are the responsibility of Permittee to obtain and pay for.</p> <p>If trash, grass clippings, or debris are not disposed of and/or removed properly from premises, the customer shall be billed \$100.00 per hour for cleanup of area and trash removal. This shall include dumpster overflow. Absolutely no trash bags or trash of any sort may be left on grounds, including around dumpster area.</p> <p>(continued on next page)</p>	<p>Permittee Initials of agreement</p> <p><u> a </u></p> <p>Initial</p>
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PERMITTOR (MOA)	PERMITTEE (LEAGUE)	
<p>Portable toilet: The Permittee (Alaska Rugby Union) has opted out of having a portable toilet on site provided by MOA.</p> <p>xxxxxxxxxx</p>	<p>Portable toilet: Alaska Rugby Union has opted out of having a portable toilet on site provided by MOA.</p> <p>Permittee may choose to make arrangements for additional/future portable toilets, and pay for those portables to be delivered, serviced, and picked up, should Permittee require for practices, games, tournaments, clinics, or larger than normal gatherings, or extended season use.</p> <p>xxxxxxxxxx</p>	<p>Permittee Initials of agreement</p> <p><i>CW</i></p> <hr/> <p>Initial</p>

(continued on next page)



PERMITTOR (MOA)

PERMITTEE (LEAGUE)

Fertilizer: Permittor shall provide to Permittee a set number of bags of fertilizer for the 2012 season. By May 25, 2012 Permittor shall have available, 48 bags of fertilizer (12 bags per field) to be picked up.

XXXXXXXXXX

Fertilizer: Permittee may pick up to 48 bags of fertilizer from Park Maintenance location May 25, 2012, or thereafter.

The fertilizer Park Maintenance will be supplying for 2012 has a HIGH concentration of Nitrogen. A HIGHER concentration than prior years. Permittee must be vigilant about thorough irrigation when applying this fertilizer, to avoid burning the grass.

Permittee will be responsible for pickup of the predetermined amount of bags for their league's fields; application of fertilizer; and safe storage of the fertilizer. Permittee is to contact Diana with Park Maintenance @ 343-4754, to schedule time to pick up fertilizer after May 25, 2012.

Permittee may not store or apply any other chemicals or pesticides on the Premises. Unauthorized application of chemicals or pesticides in any form, other than approved Parks & Recreation fertilizer, may immediately void Permittee's cooperative use agreement and continued field use. Unauthorized application shall be referred to the State of Alaska Department of Environmental Conservation office. Also See, Section 22, Environmental.

No other fertilizer may be applied to the Premises, other than what has been provided by the Department. IF there is another fertilizer that your League prefers and would like to apply, you must submit the material safety data sheet (MSDS); intended application of product to the fields; and information on licensed entity that would apply the product to the fields. The above written documentation shall be forwarded to the Contracts Administrator. Your request and documentation shall be forwarded to the Administrator for review and/or approval. Permittee is not authorized to apply product on the Premises, without written approval by the Administrator. Unauthorized application shall be referred to the State of Alaska Department of Environmental Conservation office. Also See, Section 22, Environmental.


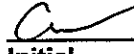

Permittee Initials of agreement

CW
Initial

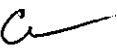
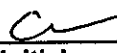



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PERMITTOR (MOA)

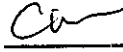
PERMITTEE (LEAGUE)

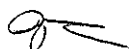
<p>Mowing: Mow and trim on a regular basis, the parking and park areas not within or immediately bordering the ball fields. These areas would include playground, picnic, other fields or multi and open use, landscaped areas, and public trails.</p> <p>xxxxxxxxxx</p>	<p>Mowing: Mow the ball fields under League use at least once per week, May 15th through July 15th, and at least once every two weeks or more if needed thereafter through September 15th. Grass should be kept to 2 inches high, and must be cut by 3 inches. Mulching the grass is the preferred method, rather than emptying cut grass and leaves into the dumpster. Permittee shall make every attempt to mulch field(s), to reduce the amount of grass clippings being deposited in the dumpster.</p> <p>(Increased dumpster pickups/servicing due to grass clippings shall be paid by the Permittee).</p> <p>Trimming: Permittee shall also trim the grass around the ball field fence lines, adjacent bollards, and under and around bleachers at least once per month – May 15th through September 15th. Need for trimming should be kept to 2 inches high, and must be cut by 3 inches.</p> <p>If Permittee does not keep grass mowed and areas trimmed as specified in this agreement, Permittee shall be billed \$100.00 per hour for Permittor having to mow and/or trim fields and field areas that were Permittee's responsibility during term of this use agreement. Permittor will give Permittee one courtesy telephone call, to notify of neglected/overgrown field/field area grass. Permittee shall correct this within 3 days of telephone call. Thereafter, Permittor may determine they need to mow/trim, at which time Permittee will be billed \$100.00 per hour for such.</p>	<p>Permittee Initials of agreement</p> <p> Initial</p>
	<p>Hazardous Debris: Notify Permittor of hazardous debris (e.g. dangerous tree limbs) within 24 hours of observation, and coordinate mitigation and/or removal with Park Maintenance.</p>	<p>Permittee Initials of agreement</p> <p> Initial</p>
<p>n/a</p>	<p>Maintenance Equipment: Obtain, maintain, and store all field maintenance equipment, including at least one light commercial grade mower per League, or contract with someone to provide such equipment, for the maintenance services agreed upon by the Permittee.</p>	<p>Permittee Initials of agreement</p> <p> Initial</p>

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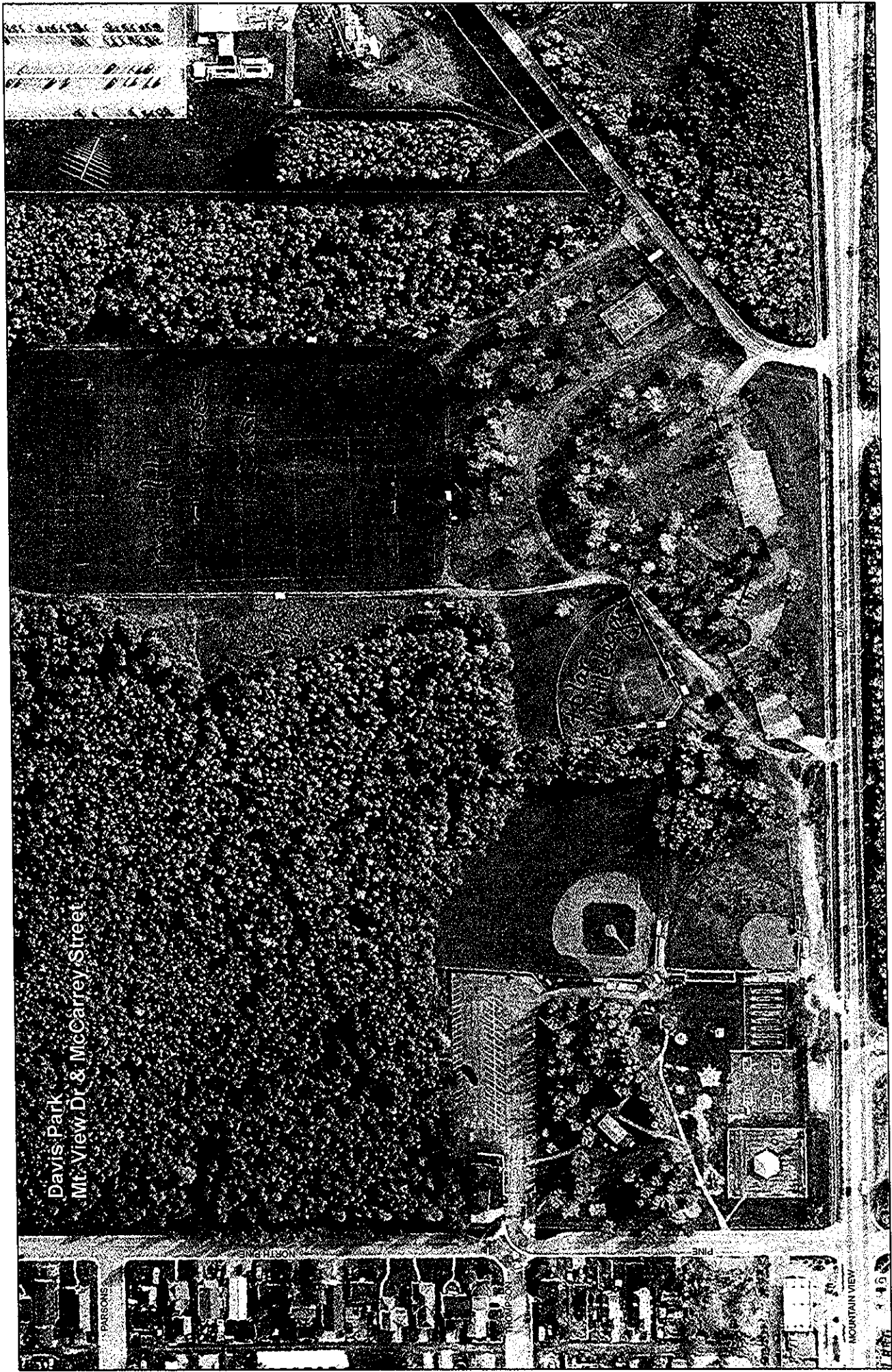
PERMITTOR (MOA)	PERMITTEE (LEAGUE)	
n/a	Labor: Provide and pay for all labor (other than volunteer), materials, equipment, transport, utilities, and other services it uses in the course of its performance under this agreement, except as provided above.	Permittee Initials of agreement  Initial
n/a	Publicity: List the Parks & Recreation department on publicity and promotional materials with the phrase "in cooperation with". A copy of any promotional materials shall be submitted to the Parks and Recreation Department.	Permittee Initials of agreement  Initial
n/a	Reports/Problems: Any citizen concerns, reports, problems, or incidences regarding the facility, improvements to the facility, services provided by staff or other issues, known to the league partner under this agreement, shall be referred to Parks & Recreation within 48 hours of observation or notification.	Permittee Initials of agreement  Initial
n/a	Chemicals: Permittee agrees and covenants not to use, store or abandon any toxic wastes, hazardous chemicals, or any other regulated substances (gasoline and oil for lawnmowers may be used but not stored or abandoned), which in any way may create liability for contaminated soils or waters without the prior written consent of the Permitter. Permittee shall not apply chemicals/pesticides on or around municipal park property. Should Permittee breach this clause, the hold harmless provisions hereof shall apply and the Permitter may independently demand and require Permittee to promptly cure any soil or water contamination or other damage at Permittee's expense. Permitter may also take remedial steps or seek administrative or judicial relief and seek from Permittee recovery of costs, including attorney fees and court costs, associated with any remedial, administrative or judicial action. (See, Section 22).	Permittee Initials of agreement  Initial
Notwithstanding the foregoing, the Municipality will administer and collect a Use Agreement fee from other public users and will provide the maintenance necessary resulting from that public use, without reliance upon the affected Permittee for that maintenance	Permitter may schedule other public users to utilize fields when Permittee does not have a scheduled practice or game. Permittee shall provide the dates of all practices and games on their athletic field application to Permitter. Permittee shall make every reasonable effort in working with Permitter on accessibility of the field(s) to the general public for permitted use.	Permittee Initials of agreement  Initial

<p>The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.</p>	<p>The staff and personnel involved in this agreement will at all times represent all parties to this agreement in a professional manner, and reflect the commitment of all parties to quality services and customer satisfaction.</p>	<p>Permittee Initials of agreement  Initial</p>
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PERMITTOR (MOA)	PERMITTEE (LEAGUE)	
<p>Field Inspection & Compliance: The Permittee shall correct all problems related to its maintenance or safety responsibilities discovered by Permittor during its periodic field inspections. Permittor may take action against Permittee for failure to mitigate said problems including, but not limited to, revocation of the Use Agreement, insofar as reasonable.</p> <p>xxxxxxxxx</p>	<p>Field Inspection & Compliance: Permittee shall correct all problems related to its maintenance or safety responsibilities discovered by Permittor during its periodic field inspections. Permittor may take action against Permittee for failure to mitigate said problems including, but not limited to, revocation of the Use Agreement, insofar as reasonable.</p> <p>If trash is not disposed of and/or removed properly from premises, the customer shall be billed \$100.00 per hour for cleanup of area and trash removal. This shall include dumpster overflow. Absolutely no trash bags or trash of any sort may be left on grounds, including around dumpster area.</p> <p>If Permittee does not keep grass mowed and areas trimmed as specified in this agreement, Permittee shall be billed \$100.00 per hour for Permittor having to mow and/or trim fields and field areas that were Permittee's responsibility during term of this use agreement. Permittor will give Permittee one courtesy telephone call, to notify of neglected/overgrown field/field area grass. Permittee shall correct this within 3 days of telephone call. Thereafter, Permittor may determine they need to mow/trim, at which time Permittee will be billed \$100.00 per hour for such.</p>	<p>Permittee Initials of agreement  Initial</p>

2 29-12 





Davis Park
Mt. View Dr & McCarrey Street

PARSONS

MOUNTAIN VIEW

1 4 9

Division of Corporations, Business and Professional Licensing

Name(s)

Type	Name
Legal Name	Alaska Rugby Union, Inc.

Entity Details

Entity Type: Nonprofit Corporation

Entity #: 126082

Status: Good Standing

AK Formed Date: 2/17/2010

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 7/2/2012

Entity Mailing Address: PO Box 243875, Anchorage, AK 99524-3875

Entity Physical Address:

Registered Agent

Agent Name: Richard Piraino

Registered Mailing Address: 7729 Candywine Circle, Anchorage, AK 99507

Registered Physical Address: 7729 Candywine Circle, Anchorage, AK 99507

Officials

AK Entity#	Name	Titles	Percent Owned
	Cameron Vivian	Director	0
	John Olson	Vice President, Director	0
	Marisa Glieco	Director, Treasurer	0
	Ted Snider	President, Director	0

Filed Documents

Date Filed	Type	Filing	Certificate
2/17/2010	Creation Filing		
7/30/2010	Initial Report		

5/23/2011	Change of Officials		
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DEB 249-7314



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/1/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ESIX-Entertainment & Sports Insurance Experts 5660 New Northside Drive, Suite 640 Atlanta, GA 30328	CONTACT NAME: _____	
	PHONE (A/C No. Ex): 678-324-3321	FAX (A/C No): 678-324-3303
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Philadelphia Indemnity Insurance Company		18058
INSURED United States of America Rugby 2500 Arapahoe Avenue, Suite 200 Boulder CO 80302		
INSURER B: _____		
INSURER C: _____		
INSURER D: _____		
INSURER E: _____		
INSURER F: _____		

COVERAGES

CERTIFICATE NUMBER: 11055765

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK60118	9/1/2011	9/1/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse and Molestation			PHPK60118	9/1/2011	9/1/2012	\$1 000 000 Any One Occurrence \$2,000 000 Aggregate Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The Certificate Holder is an additional insured, but only with respect to liability arising out of the Named Insured's activities or operations as per Form PI-AS-010 (04/2004): Additional Insured: Owners and/or Lessors of Premises, Lessors of Leased Equipment, Sponsors or Co-Promoters. The USA Rugby member club named below is a Named Insured as of the date of certificate issuance until policy expiration. Participant Legal Liability coverage is included in the General Liability limit.

CERTIFICATE HOLDER

Alaska Rugby Union, Inc.

Municipality of Anchorage
5641 E. 99th Ave.
Anchorage AK 99507

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

Patricia M. Beyer

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ACORD 25 (2010/05)

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Cal...