

Alaska Army National Guard



Facility Rental Standard Operating Procedure

Alaska Army National Guard
Construction and Facility Management Office
Joint Base Elmendorf-Richardson
Alaska 99505

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Chapter 1 – GENERAL

- 1.1 Purpose:** It is the policy of the Adjutant General (TAG) that Department of Military and Veterans' Affairs (DMVA) and Alaska Army National Guard (AKARNG) facilities be made available for reasonable and legitimate civilian activity so long as the activity does not interfere with military purposes. Facility managers will allow such use based on Federal, State, and National Guard Bureau rules and regulations.
- 1.2 Applicability:** This standard operating procedure (SOP) establishes the procedures from which the Construction and Facility Management Office (CFMO) authorizes use of facilities to users of DMVA/AKARNG facilities.
- 1.3 Supersession Notice:** This SOP supersedes all previous facility rental policies, procedures and related amendments.
- 1.4 Points of Contact:** The Construction & Facilities Management Office is the primary point of contact (POC). Individual contacts are Mr. Kevin Vakalis (907) 428-7698 or LTC Eric Marcellus (907) 428-6750 (after other options exhausted).
- 1.5 Acronyms:**
- A. AKARNG: Alaska Army National Guard
 - B. AKANG: Alaska Air National Guard
 - C. AMYA: Alaska Military Youth Academy
 - D. ANM: Alaska Naval Militia
 - E. ASDF: Alaska State Defense Force
 - F. CFMO: Construction and Facilities Management Office/Officer
 - G. DAS: Division of Administrative Services
 - H. DHS&EM: Division of Homeland Security and Emergency Management
 - I. DMVA: Department of Military and Veterans' Affairs
 - J. FISP: Facility Inventory and Support Plan
 - K. IIC: Identifiable Incremental Costs
 - L. SJA: Office of the Staff Judge Advocate
 - M. MCA: Master Cooperative Agreement
 - N. NGB: National Guard Bureau
 - O. OVA: Office of Veterans Affairs
 - P. POC: Point of Contact
 - Q. TAG: The Adjutant General
 - R. USACE: United States Army Corps of Engineers
 - S. USPFO: United States Property and Fiscal Office
- 1.6 Definitions:**
- A. **AKARNG Facility:** Any office, building, room, space, or other real property identified on the AKARNG Facility Inventory and Support Plan (FISP), whether Federal or State, acquired for the purposes of AKARNG training.
 - B. **Commercial Renter:** Any person, organization, or business, or entity, whose purpose is to, or involves, making a profit.

- C. **Construction and Facilities Management Office:** Referred to as CFMO for the remainder of this document. This office serves as the primary point of contact in the State of Alaska for the Alaska Army National Guard and as the principal advisor to TAG and USPFO on all aspects of real property, facilities engineering, construction, and environmental management programs for AKARNG facilities.
- D. **Direct Cost:** An expense that can be traced directly to (or identified with) a specific cost center or cost object such as a department, process, or product.
- E. **Direct Reimbursement:** The reimbursement received from other Federal agencies for the use of a NGB supported facility.
- F. **DMVA:** The DMVA is made up of the AKARNG, AKANG, ASDF, DHS&EM, DAS, OVA, AMYA, ANM, and Alaska Aerospace Corporation.
- G. **DMVA/AKARNG Facility:** This includes DMVA and AKARNG facilities.
- H. **State Facility:** Any facility for which Department of Military and Veterans Affairs has management authority over. For the purposes of this SOP, these facilities are considered State facilities and include all Alaska Army National Guard armories and hangars.
- I. **Event Bystander:** A person or persons, through voluntary or appointed actions, that uphold the requirements delineated under Chapter 2.12 in this SOP.
- J. **Identifiable Incremental Costs:** IIC costs are those costs incurred by the AKARNG that are directly related to usage by users being supported that the AKARNG would not otherwise incur.
- K. **Identifiable Incremental Cost Rate:** Mandatory minimum rates charged to a renter in order to recover costs incurred by the DMVA/AKARNG for basic costs of operations during the rental period (utilities, supplies, etc.).
- L. **Indirect Cost:** Costs that are not directly accountable to a cost object (such as a particular project, facility, function or product). Indirect costs may be either fixed or variable. Indirect costs include administration, personnel, and security costs.
- M. **Individual Renter:** Individuals requesting use of DMVA/AKARNG facilities for family events such as, but not limited to, weddings, retirements, anniversaries, birthdays, and reunions.
- N. **Non-Profit Renter:** Any person, business or organization that functions strictly for the benefit of the community and receives no personal gain from their activities, and has been issued an IRS non-profit certificate. Military units, veterans' groups, and other groups meeting the State or Federal requirements for a private non-profit organization are also considered a non-profit renter (i.e. local governments, police and fire, health and social services, etc.).
- O. **Program Income:** The gross income received by TAG directly generated by a cooperative agreement supported activity. This includes fees for services performed or from the use or rental of real or personal property acquired with cooperative agreement funds.

- P. **Use Agreement:** A written agreement that establishes or modifies the terms and conditions concerning the use and occupancy of a facility and its premises for intermittent short term use.
- Q. **The Adjutant General:** In accordance with Alaska Statute (AS) Title 26, TAG is the Commissioner of the DMVA and is referred to as TAG throughout the State statutes. The Commissioner of the DMVA will be referred to as TAG throughout this document. TAG is responsible for all State interests in DMVA/AKARNG real property.
- R. **United States Property and Fiscal Office:** The USPFO advises and assists the units/organizations/activities within the State to ensure that Federal property and funds are used IAW applicable Department of the Army or Air Force directives as implemented by the Chief of the National Guard Bureau. USPFO is responsible for all Federal interests in AKARNG real property.

Chapter 2 – UTILIZATION OF FACILITIES

- 2.1 **General:** State and Federal facilities are primarily used for training and assembly of the AKARNG.
 - A. DMVA/AKARNG federal facilities that are available for use for non-Army purposes will be granted in the following order of preference in accordance with Army Regulation (AR) 405-80, Paragraph 4-3:
 - 1) Non-Army entities which support an Army, installation/project, or national defense mission
 - 2) Other military departments or Department of Defense (DoD) activities or agencies
 - 3) Other Federal agencies or activities
 - 4) Contractors who support 2 and 3 above
 - 5) State or local government agencies or entities
 - 6) Private parties, to include non-profit and individual renters
 - B. The DMVA and AKARNG maintain these facilities for the AKARNG and use by the AKARNG and has priority over any other organization.
 - C. Other organizations and individuals are encouraged to use the buildings for their activities when the AKARNG is not using the facility or when joint use of the facility does not impair the mission of the AKARNG.
 - D. The AKARNG retains the right to access the premises at all times for any reason.
 - E. In the event of a natural disaster or national emergency, it may be necessary for the renter to move from the site or reconfigure their use areas to allow for the AKARNG and/or the DMVA to properly and swiftly respond to the emergency.

- F. Use as an Emergency Evacuation Shelter: The AKARNG will consider and approve the use of a facility as an emergency evacuation shelter for hospitals, nursing homes, or other community needs as part of a pre-approved institutional plan to cope with disasters. However, such prospective users will be advised that in a disaster, the National Guard or other government agencies may need the facility for disaster aid operations at the direction of TAG or his/her designated representative.
- G. Use for Emergency Preparedness: Facility space may be made available to support emergency preparedness exercises, emergency operations, or anything directly related to emergency declarations, or support thereof, without charges. Facility clean-up and security will be performed by the emergency exercise group.
- H. Use as Polling Place: Subject to 10 U.S.C. § 2670 and DoD policy, designated space may be made available as a polling place without charges.
- I. An individual or representative for an organization seeking to rent a DMVA/AKARNG facility must be at least eighteen (18) years of age or older. Proof of age may be required.
- J. The renter must be present during the entire event.
- K. If the facility to be rented is on a federal installation, such as Joint Base Elmendorf-Richardson, the renter is responsible for obtaining base access for all participants. The renter is responsible to provide all participants with the most current installation rules, regulations and policies.
- L. Admission, participation, seating of participants and spectators, and the use of facilities shall not be restricted based upon race, color, national origin, gender, sexual orientation, religious affiliation, or disability during public or private events.
- M. If a fee is charged by the renter, anyone who pays the fee must be admitted unless an objective legal reason for denying entrance exists (e.g., an individual is intoxicated, belligerent or disruptive, etc.).
- N. The AKARNG reserves the right to deny rental of a DMVA/AKARNG facility to any individual, group, entity, or organization. In the event of denial, justification will be provided within 30 days from the formal issuance of denial. Formal issuance is considered the post mark on the envelope containing the denial or the send date of the email correspondence informing of said denial.
- O. In order to rent AKARNG facilities, renter will be required to provide any necessary permit or license required by Federal, State or local laws, regulations, or ordinances. Additionally, proof of insurance will need to be provided per the requirements as outlined in Appendix D. Failure to provide appropriate documents will result in denial/cancellation of the Use Agreement.
- P. The renter is prohibited from subletting a DMVA/AKARNG facility.
- Q. It is prohibited for any Soldier, DMVA employee or a member of his/her family to directly or indirectly accept a gratuity, goods, or services of any kind in exchange for waived or reduced charges for the rental of an DMVA/AKARNG facility.

- R. Providing goods or services to the DMVA/AKARNG in exchange for use of the DMVA/AKARNG facility is prohibited.
- S. Occupancy limits set by the military installation, local, or State fire marshal will be observed and enforced.
- T. Additional restrictions, such as requiring the renter to hire professional security personnel at the renter's expense, may be imposed on any rental as determined necessary by the AKARNG. Such restrictions will be noted on the Use Agreement or as an attached addendum prior. If an addendum follows a previously executed Use Agreement, user will have the option to terminate said agreement or execute the addendum. Failure to execute addendum will automatically terminate said agreement.

2.2 Authorized Facility Areas for Rent: Areas available for rental include assembly areas, classrooms, restrooms, kitchen, parking areas and land. Other areas may be considered on a case by case basis.

2.3 Requests for Facility Rental: All requests for the use of DMVA/AKARNG facilities shall be directed to the CFMO. These requests will be prepared on the Request Form in Appendix B. Rental costs, operating costs, clean-up costs and any additional costs will be computed and recorded on the Request Form. After requests are recommended for approval or denial, they may be sent to the SJA for review. For Federal facilities, the request requires final approval by the USPFO (or designated representative). For State facilities, the request requires final approval by TAG (or designated representative). Requests should be submitted to the CFMO a minimum of 30 business days prior to the event to allow time for review and approval. Short notice requests of less than 30 business days may not be approved. Upon approval, the request will be executed. Payment is due after agreement execution and prior to event.

2.4 Restriction of Facility Usage: The following uses are not allowed on state or federal DMVA/AKARNG properties:

- A. Housing non-military personnel is only permitted in facilities constructed for the purposes of lodging and specifically identified in Appendix B.
- B. No entity will engage in the sale of merchandise or services of any kind without prior approval. The type of merchandise must be approved by including with the initial request. The renter will be charged the standard rate.
- C. Facilities will NOT be rented to any entity for any of the following or similar functions:
 - 1) Professional sports.
 - 2) Inherently dangerous activities (such as boxing, mixed martial arts, and extreme sports).
 - 3) Motor sports or activities where motor vehicles will be operated indoors.
 - 4) Roller skating or skate boarding.
 - 5) Gambling of any kind.
 - 6) Obscene or lewd entertainment.

- 7) Any activity which will reflect negatively on the State of Alaska or AKARNG.
 - 8) DMVA/AKARNG reserves the right to deny any activity, with or without a reason if it is determined to be in the best interest of the state and/or to avoid any exposure, potential exposure, or perception thereof, to political, social, racial or religious biasness.
- D. Cooking appliances (BBQ, stoves, etc.) that use liquefied petroleum gases may be used outside, at a distance greater than 50 feet from any building, structure or asset, whether real or personal property of the government.
 - E. In the event of excessive costs resulting from rental use (i.e. utilities) the charges will be passed on to the renter. Failure to pay said cost may lead to small claims, being blacklisted from a future use of facilities, or both..
 - F. The renter will not make any alterations or additions to the facility without the written approval. Alterations include but are not limited to electrical modifications, snowplowing, mowing, affixing signage, etc. The renter is liable to the DMVA/AKARNG for damages arising out of the use of the facility.
 - G. Smoking or the use of any tobacco product is not permitted inside any DMVA/AKARNG facility (chew, e-cigarettes, etc.). Smoking is permitted 50 feet from the building or in designated outdoor smoking areas only. The renter is responsible for the removal of all cigarette butts, etc.
 - H. The distribution or presentation of materials, displays, exhibitions, or performances which are "obscene or crime inciting," as set out in 18 U.S.C. §§ 1460-1470, is prohibited.
 - I. No person on DMVA/AKARNG property may carry or possess explosives or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed.
 - J. This SOP prohibits the possession of firearms or other dangerous weapons in DMVA/AKARNG facilities by all persons not specifically authorized by 18 U.S.C. § 930. The term "dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury. This provision does not apply to individuals in the performance of their law enforcement duties. Those DMVA personnel and members of the public visiting DMVA facilities who may legally possess a firearm under State and Federal law are authorized to store a firearm in a personal vehicle on State owned or leased land in accordance with AS 18.65.800. If a firearm is stored in a locked vehicle while parked on State owned or leased land, the firearm and its ammunition will be placed in separate, individually locked cases for safety. Additionally, the cases will be located in the vehicle so not to be in plain view from any location outside the vehicle. No firearms are permitted on federally owned land. For clarification, check with the AKARNG on what facilities can or cannot have firearms stored in vehicles while visiting DMVA/AKARNG facilities.
 - K. Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on DMVA/AKARNG property are prohibited from:
 - 1) Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or

- 2) Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines. Consumption of alcoholic beverages on the premises must be approved in writing prior to any event (see Chapter 6 – Alcohol Policy).
- L. Pursuant to AR 360-1, Paragraph 3-4; DoDI 4165.70; and AS 39.52.120, DMVA/AKARNG facilities will not be used for the endorsement of any political candidate or party member. This includes political activities such as campaign speeches, rallies, meetings, and/or signage of any kind.
- M. At no time will political banners, posters, literature, decals, or other materials be displayed or distributed on DMVA/AKARNG facility property. Political signage affixed to privately owned vehicles that falls within the bounds of the Freedom of Speech Act is permissible..
- N. No political solicitation will take place at any time on DMVA/AKARNG facility property or grounds.
- O. No equipment or supplies may be stored unless prior approval was granted. Temporary storage of items directly related to emergency services, emergency response or natural disaster activities, may be approved based on space availability and mission requirements. Fees may be waived on a case by case basis when there are no identifiable costs associated with the use.
- P. The use of DMVA/AKARNG facility telephones will be limited to emergency use only.
- Q. Facility equipment will NOT be used without prior approval (kitchen, kitchen equipment/utensils, tables, chairs, projectors, etc.). The kitchen and its equipment will be used in accordance with all Federal, State, and local laws and regulations. Renter is required to provide industry standards of cleaning and sterilization of any equipment utilized. Under no circumstances is renter allowed to process or cook wild game at or with facility equipment nor is said game allowed in the kitchen or on the premises.
- R. Parking is only allowed within the designated parking areas. Facility parking is available when associated with the rental events at no additional cost to the users.
- S. Areas which are enclosed by security fencing are NOT permitted for rental use. Renter is responsible for any guests that trespass in these areas and subject to full penalty of the law for any injuries or damages that may occur.
- T. Any activity (fundraising, raffles, door prizes, etc.) not previously listed must be preapproved.
- U. The processing of fish and/or game is prohibited..

2.5 Environmental Responsibilities: The renter will handle, store, and dispose of hazardous materials used and generated in accordance with all local, State, and Federal laws and regulations. The renter is liable for any spills, environmental non-compliance, or other damages which occur on the property as a result of their use. If a spill or release of a hazardous

substance, to include Petroleum, Oil, and Lubricants, should occur on the property, the renter will immediately notify the DMVA/AKARNG and other required authorities regardless of amount.

- 2.6 Cultural/Paleontological Resources:** The removal or disturbance of archeological or historic artifacts is prohibited and if found shall be reported.
- 2.7 Americans with Disabilities Act (ADA) Requirements:** Any entity renting portions of a DMVA/AKARNG facility will comply with all governing rules and regulations of the ADA, found at www.ADA.gov.
- 2.8 Preventing Facility Damage:** Facilities will not be rented when such use will cause damage to the facility (e.g., heavy equipment). In any event where vehicles are to be on the drill hall floor, renters must properly protect the facility from fuel and oil seepage.
- 2.9 Rental Rates and Requirements for All Facilities:**
- A. Rental rates and available facilities are listed in Appendix A. These rates are established by the CFMO with input from DMVA and USPFO. Rates are subject to change, and will be reviewed/updated as necessary. Time required for set-up and clean-up must be factored into the total number of hours charged.
 - B. For Federal sites, short-term, non-recurring use is defined in AR 405-80 as “up to seven consecutive days or not to exceed 30 non-consecutive days in any 12-month period.” Authorized users at a minimum will be charged for the cost to run the facility, including direct, indirect, and general administrative costs (together known as Identifiable Incremental Costs or IIC).
 - C. Long-term/permanent use is not covered within this SOP and is covered under the Real Estate Manual for Federal Property – 2005.
 - D. Standard rates will apply to all commercial, individual and other renters not listed under IIC rates, or for activities that are considered for-profit (public events, training events, conferences, meetings, receptions, etc.).
 - E. IIC rates apply to individuals, groups, and events listed below:
 - 1) Youth and charitable organizations and groups listed under 32 U.S.C. § 508 (see Appendix A for references). This applies to rental of the facility only. All other support requested by and provided to these organizations/groups will be in accordance with 32 U.S.C. § 508 and other applicable laws and regulations. POC is the SJA.
 - 2) Non-profit organizations with written documentation verifying their non-profit status in accordance with IRS standards under section 501(c) of the Internal Revenue Code
 - 3) Government entities (local, State, or Federal)
 - 4) Non-federal entities such as local community organizations or groups, and local chapters of national associations (VFW, DAV, American Legion, ANGEA, ANGOA, etc.) for official activities

- 5) Community events (commodity distribution, health fair, job fair, community blood drive, etc)
 - 6) Current uniformed service members, DMVA employees, veterans and their dependents (spouse or children) for personal activities (retirements, receptions, reunions, birthday parties, etc.)
- F. Commercial Renter: Commercial renters applying for use of facilities may be required to provide evidence of legitimacy to include one of the following:
- 1) Submit a current certificate of corporate good standing, from the State of incorporation
 - 2) Business license
 - 3) Additional requirements as requested (proof of insurance, parent/guardian permission, etc.)
- G. Non-Profit Renter: Non-profit renters applying for use of facilities:
- 1) May be requested to document their legal and official status by including with the application to use the facility one or more of the following:
 - i. A certificate of corporate good standing, produced by the State in which the renter is incorporated.
 - ii. A certificate of the renter's Federal tax-exempt status.
 - iii. A certificate of their status as a charitable trust, or non-corporate entity, produced by the State in which the renter is registered.
 - iv. A certificate of the renter's authority to operate as a part of an organization possessing a national charter.
 - 2) May use DMVA/AKARNG facilities at IIC rates for the purpose of conducting charitable events. If the purpose of the event is to raise funds, then the group will be charged standard rental rates. The following factors shall be adequate to determine that the event involves the raising of funds:
 - i. The sale of entrance tickets, raffle tickets, goods, services, and/or food.
 - ii. The charging of registration fees, either at or related to such an event.
 - 3) If conducting an event for the purpose of, or in conjunction with, the advertisement of products or services for sale or profit shall also be subject to a standard rental fee.
 - 4) If engaging in fundraising events, must meet the same requirements as commercial renters in Section F above and must the standard rental fee.
- H. DoD and Federal users will use facilities under a Rental Request Form (Appendix B), Memorandum of Agreement, Memorandum of Understanding, or Interservice Support Agreement, whichever is appropriate.

- I. Legal and Licensing Requirements: All renters will comply with all laws, rules, regulations, and local ordinances such as, but not limited to:
 - 1) Fire safety requirements
 - 2) Liquor license for the sale and consumption of alcoholic beverages
 - 3) Vendor licensing to include copy of business license application
 - 4) Gaming license
 - 5) Health certificates for the sale of food items
 - 6) Inspection of and approval for amusement rides
 - 7) The size and placement of advertising signs
 - 8) Smoking in public places
 - 9) Maximum capacity as posted

2.10 Payment of Rental Fees:

- A. Full payment is required upon execution of the Use Agreement and prior to facility use.
- B. All rental fees will be made payable by check or money order to the **State of Alaska**. No cash or credit card payments will be accepted. Deposits may be required depending on the nature of the event.
- C. Rental fees collected will not be processed or deposited until the event is completed. If event is cancelled the rental fee will be returned in original form.
- D. Full payments and any other required documentation will be collected when the Use Agreement is signed and returned to the AKARNG for execution at:

Alaska Army National Guard
ATTN: CFMO – Rental Request
PO Box 5169
JBER, AK 99505

2.11 Renter Requirements:

- A. Comply with the Facility Rental SOP all terms and conditions of the facility use agreement.
- B. Report any law violation to local law enforcement authorities and inform AKARNG of action taken.
- C. Maintain crowd control.
- D. Follow posted facility policies and procedures (emergency evacuation plan, smoking areas etc.).

- E. Monitor conditions during inclement weather and follow appropriate emergency procedures.
- F. Ensure that only the approved areas of the facility are accessed.

2.12 Event Bystander Requirements:

- A. An event bystander is required for all facility rentals by entities that are not federal agencies or state departments.
- B. The event bystander is required to sign the Rental Request Form in Appendix B.
- C. DMVA employees or tenants of DMVA/AKARNG facilities may serve as event bystanders.
- D. No off-duty employee shall be directed or ordered to perform this duty.
- E. Event bystanders are accountable to the DMVA/AKARNG and not to the renter.
- F. Event bystanders will perform the following duties, including but not limited to:
 - 1) Safeguard DMVA/AKARNG property and equipment.
 - 2) Provide access for the approved renter to the facility.
 - 3) Report unusual activities or non-compliance with terms of Use Agreement to the AKARNG.
 - 4) Will not consume alcohol while performing functions or accept gifts for the performance and/or non-performance of this function.
 - 5) Perform other functions as requested by the CFMO to ensure adherence of the agreement, policies, laws, rules, and regulations.
 - 6) **Specific to JBER, a Crowd Manager trained by the Fire Department shall be required. This person can serve as the bystander.**

2.13 Returned Check Fees: A \$30.00 fee will be charged for returned checks. A new money order or cashier's check for the entire amount (returned check and fee) will be made payable to the State of Alaska.

2.14 Waiver of Rental Fees: Waiver of rental fees are not authorized.

2.15 Cleaning: Each renter is responsible for leaving the facility clean to include all areas used.

- A. Cleaning following the event will be accomplished and returned to "as found" or better condition.
- B. Should the renter fail to satisfy this requirement, the individual or organization may be restricted from future use and may be financially liable for the clean-up costs.

- C. The renter may hire commercial cleaning firms to accomplish the cleaning at the renter's expense.

2.16 Cancellations and Refunds:

- A. The AKARNG reserves the right to cancel any Use Agreement, at any time, for any reason. The renter is entitled to a refund of the fees paid for the period affected by a cancellation.
- B. Cancellations by the renter:
 - 1) The renter has the right to cancel a Use Agreement with written notice at any time up to the date the facility is to be used.
 - 2) The renter may be entitled to a refund of the fees paid for the period affected minus costs incurred by DMVA/AKARNG.
- C. The AKARNG reserves the right to deduct any actual costs incurred by the DMVA/AKARNG for "no shows" or Use Agreements terminated voluntarily or involuntarily while in progress (damage, clean-up costs, administrative, etc.).

2.17 AKARNG Administrative Process:

The AKARNG will process rental requests as follows:

- 1) Receive and review completed request;
- 2) Calculate rental fees and coordinate rental terms and payment with renter;
- 3) Staff rental request for internal approval;
- 4) Execute rental request and provide copy to renter.

2.18 Security Requirements: The AKARNG determines security level requirements.

- A. On Active Duty installations (JBER, Fort Wainwright) the installation establishes the appropriate Force Protection Condition (FPCON) for all facilities. TAG determines the FPCON for all facilities not on Active Duty installations. Rentals are authorized under FPCON A and FPCON B. Rentals are not authorized under FPCON C due to local threat.
- B. The AKARNG reserves the right to cancel any Use Agreement at any time due to required implementation of FPCON measures in accordance with AR 525-13.
- C. AKARNG reserves the right to determine how many event bystanders are required for events based on FPCON level, number of civilian personnel using the facility, and type of military items stored within the facility

2.19 Insurance Requirements: The State of Alaska requires a Certificate of Insurance for all events. The State requires all certificates of insurance to be submitted on a standard ACCORD form or on the insurance company's letterhead. The State of Alaska, P.O. Box 5800, JBER, AK 99505 must be listed as the certificate holder as well as an additional insured with respect to general

liability. An endorsement naming the “The State of Alaska, The National Guard, its officials, agents, employees, and volunteers” must accompany the Certificate of Insurance. The endorsement page is often referred to as pad CG 20011 11 85.

2.20 Indemnity Clause; The United States Government, the Department of the Army, the State of Alaska, the Alaska National Guard, the AKARNG, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities assume no responsibility or liability for the activities involved in the rental of this property, for persons attending any function, or for the property of the attendees. The renter agrees to provide for the well-being and protection of attendees, equipment, and property. The renter agrees to pay for any breakage or damage to the DMVA/AKARNG Facility or equipment that occurs as the result of the rental. The renter has examined and inspected or caused to be inspected, and accepts the premises for the intended purpose(s). The renter agrees to hold harmless, defend, and indemnify the United States Government, the Department of the Army, the State of Alaska, the Alaska National Guard, the AKARNG, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to property, injury, or death arising from the rental.

2.21 Alcohol Policy: Alcohol use in DMVA/AKARNG facilities must be requested in rental agreement (Appendix C – Alcohol Request Form)

A. IF APPROVED for private functions, the head of the responsible agency or his or her designee does not require a license or permit for private functions as long as the event is truly a private, by invitation only event not open to the public. There must also be no cover charge or donations. For example, at a wedding reception, friends attend and all alcoholic beverages are provided to the guests free of charge. Considerations for using alcohol at private functions are as follows:

- 1) All persons must be 21 years of age or older to consume alcohol.
- 2) The building license does not prohibit the use of alcohol.
- 3) All local, State, and Federal laws must be followed.

B. IF APPROVED for official functions, or events open to the general public where there will be a charge for alcohol, a liquor license holder will cater the event. Please refer to Caterer's Permits under AS 04.11.230. Considerations for allowing consumption of alcohol under these conditions will also consider:

- 1) All persons must be 21 years of age or older to consume alcohol.
- 2) Following all Federal, State, and local laws regarding alcohol use and distribution.
- 3) The building license does not prohibit the use of alcohol.
- 4) The renter collects the State and local liquor licenses from the caterer and submits them to the Office of the AKARNG for appropriate distribution prior to the event. A list of additional licenses is included in AS 04.21.020.

C. **REMOVAL FROM PREMESIS:** For safety and legal purposes, the AKARNG, including the event bystander, reserves the right to have any person escorted from the premises for visible intoxication, acts that as a result of intoxication pose a safety or health risk to the individual or others, and/or acts that will or may result in a negative impact to the State of Alaska or AKARNG.

APPENDIX A – Facility Rental Rate Sheet

FACILITY RENTAL RATE SHEET

The rates and facilities listed below are subject to change. Prices are as of 05 OCT 2022

*Hourly Rate is based on 5 hours. Anything over 5 hours will be considered a full day and will be charged the daily rate. Rates will not be broken down to half or quarter hour increments.

DMVA/AKARNG Sites Available for Rental:

State Owned Federally Supported

Bethel, Fairbanks, Juneau, Kenai, Ketchikan, Klawock, Kodiak, Kotzebue, Nome, Sitka, Valdez, Wasilla

Federally Owned and Supported

Hooper Bay, JBER, Kipnuk, Kwethluk, Quinhagak, Utqiagvik

FACILITY RENTAL RATES							
STANDARD RATE				IIC RATE			
0-50 People		51+ People		0-50 People		51+ People	
<u>Hourly</u>	<u>*Daily</u>	<u>Hourly</u>	<u>*Daily</u>	<u>Hourly</u>	<u>*Daily</u>	<u>Hourly</u>	<u>*Daily</u>
\$60	\$300	\$90	\$450	\$20	\$100	\$30	\$150
DAILY BARRACKS RATES (per person)				DAILY LAND RATES			
STANDARD		IIC		STANDARD		IIC	
\$30.00		\$10.00		\$100.00		\$0.00	

DMVA/AKARNG Sites Available for Barracks Rental:

State owned Federally Supported Sites – Fairbanks (16 Beds), Juneau (36 Beds)

Federally Supported – JBER (20 Beds), Utqiagvik (40 Beds)

DMVA/AKARNG Sites Available for Land Rental:

State Owned Federally Supported Sites - Wasilla

Federally Owned and Supported - JBER

APPENDIX B – Rental Request Form

It is the policy of the Adjutant General to allow the rental of DMVA/AKARNG facilities for public use, if such rental will not conflict or interfere with official activities, scheduled or unscheduled, and such use is in accordance with the terms and provisions stated within the Facility Rental SOP and this Use Agreement. Facilities are not available for rental during regularly scheduled National Guard training assemblies, State emergencies, or other official activities. DMVA/AKARNG facilities will not be used for unlawful activities or events that promote any form of discriminatory, anti-government or anti-military beliefs. The AKARNG and its agents reserve the right to refuse the use of any DMVA/AKARNG Facility by any person or group.

**FOR THE RENTER
BLOCKS 1-8, 14 and Signature Block**

1. TODAY’S DATE: _____

2. LOCATION AND FACILITY NAME _____

3. AREA(s) OF FACILITY TO BE USED (check all that apply):
 Drill Floor Kitchen Classroom Restroom Other: _____

4. RENTER INFO: Individual Commercial Non-Profit Organization
 Government Entity Military Member/Employee Other: _____

NAME: _____ POC (if applicable): _____

ADDRESS: _____

DAYTIME PHONE: _____ PHONE DURING EVENT: _____

EMAIL ADDRESS: _____

IF APPLICABLE:

ALASKA TAX ID NO.: _____

FEDERAL TAX-EXEMPT ID NO.: _____

NOT-FOR-PROFIT CERTIFICATION NO.: _____

5. PROPOSED USE: _____

ESTIMATED ATTENDANCE: _____

Check all that apply: Public Event Private Event (by invitation) For Profit Event
 Non-Profit Event Admission fee charged

6. TYPE OF USE AGREEMENT AND PERIOD OF USE:
DATE(S) OF USE: _____ TOTAL NUMBER OF DAYS: _____

DAY(S) OF WEEK: _____ HOURS OF USE: _____

START TIME: _____ END TIME: _____

7. AUTHORIZATION TO SERVE ALCOHOLIC (Appendix C): N/A Request Attached

8. EVENT BYSTANDER: An Event Bystander is required. DMVA employees or tenants of DMVA/AKARNG facilities may serve as event bystanders. It is the responsibility of the renter to provide a bystander. On JBER a Crown Manager is required and can serve as the Bystander.

Name(s): _____

Signature(s): _____

Employer(s): _____

Phone Number(s): _____

Email(s): _____

CERTIFICATE OF INSURANCE PROVIDED: No Yes, Agency _____

**FOR THE AKARNG
BLOCKS 9-13**

9. FEES: Check or Money Order made payable to STATE OF ALASKA. **Cash or Credit Card payments are not accepted.** NOTE: A collection fee will be charged for any returned check.

Facility Rental: (\$ _____ / hour day X _____ # of use) = \$ _____

10. CURRENT SECURITY LEVEL: FPCON A FPCON B FPCON C

11. CUSTODIAL SERVICES

The renter understands and agrees that they are responsible for the set-up and tear-down of equipment/tables/chairs required for the event and to provide the following custodial services

- Sweep/mop areas used Wipe off/put away tables and chairs
- Remove trash to dumpster Clean restroom(s) used
- Remove equipment to designated location Remove all personal items
- Other: (explain) _____

12. SPECIAL PROVISIONS/TERMS OF USE: _____

13. ADDENDUMS ATTACHED: N/A Alcohol Request Form (Appendix C) Additional Documentation

General Terms and Provisions of Use

Renter Requirements:

1. Comply with the Facility Rental SOP all terms and conditions of the facility use agreement.
2. Report any law violation to local law enforcement authorities and inform AKARNG of action taken.
3. Maintain crowd control.
4. Follow posted facility policies and procedures (emergency evacuation plan, smoking areas etc.).
5. Monitor conditions during inclement weather and follow appropriate emergency procedures.

Event Bystander Requirements:

1. Safeguard DMVA/AKARNG property and equipment.
2. Control access for the approved renter.
3. Report unusual activities or non-compliance with terms of Use Agreement to the AKARNG.
4. Will not consume alcohol while performing functions or accept gifts for the performance and/or non-performance of this function.
5. Perform other functions as requested by the CFMO to ensure adherence of the agreement, policies, laws, rules, and regulations.

14. INDEMNITY CLAUSE; Initial each block

_____ The United States Government, the Department of the Army, the State of Alaska, Department of Military and Veterans Affairs, Alaska Army National Guard, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities assume no responsibility or liability for the activities involved in the rental of this property, for persons attending any function, or for the property of the attendees.

_____ The renter agrees to provide for the well-being and protection of attendees, equipment and property. The renter agrees to pay for any breakage or damage to the DMVA/AKARNG Facility or equipment that occurs as the result of the rental. The renter has examined and inspected or caused to be inspected, and accepts the premises for the intended purpose(s).

_____ The renter agrees to hold harmless and indemnify the United States Government, the United States Government, the Department of the Army, the State of Alaska, Department of Military and Veterans Affairs, Alaska Army National Guard, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to property, injury, or death arising from the rental.

The undersigned renter agrees to all terms and provisions as Stated within this Use Agreement and/or attached addendum(s).

FOR THE RENTER:

FOR THE DMVA/AKARNG:

(SIGNATURE)

(SIGNATURE)

(PRINTED NAME AND TITLE)

(PRINTED NAME AND TITLE)

(DATE)

(DATE)

FOR DMVA/AKARNG USE

TYPE OF RENTAL: (check all that apply) IRIS Facility # _____

State Facility Federal Facility Short-Term Long-Term

INSURANCE

FUNDING: Standard Rate IIC FEE TOTAL: _____

FEE RECEIVED ON: _____ FEE PROCESSED ON: _____

APPENDIX C – Alcohol Request Form

**ALCOHOL REQUEST FORM
USE AGREEMENT FOR RENTAL OF ALASKA ARMY NATIONAL GUARD
AND/OR DEPARTMENT OF MILITARY AND VETERANS AFFAIRS FACILITY**

(Location and Name of facility)

Authorization for Alcoholic Beverages

1. I, _____(name of renter), request The Adjutant General's permission to serve alcoholic beverages during my Rental of the _____ (facility name) on _____ (date(s) of rental) for _____ (purpose of rental).

2. I certify that I am at least twenty-one (21) years of age. Proof required.

3. Alcoholic beverages will be available to attendees:

- Open Bar (provided by Renter at no cost to attendees)
- Included in cost of admission (Licensed caterer required)
- Open Bar (provided by licensed caterer, paid by Renter)
- Private Cash bar (only nonprofit fraternal, civic, or patriotic organizations as defined by AS 04.11.420, at no cost to attendees)
- Cash Bar (Licensed caterer required)

4. I agree that consumption of alcoholic beverages will be in compliance with the applicable liquor laws, rules and regulations of the State of Alaska, City/Village of _____ and in accordance with Title 4 of the Alaska Statutes. I also agree to provide a copy of the appropriate proof-of-license to the DMVA/AKARNG when returning the signed Use Agreement prior to the rental start date in accordance with AS 04.11.010.

5. I further agree to hold harmless and indemnify the United States Government, the Department of the Army, the State of Alaska, the Alaska Army National Guard, the Event Bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to property, injury, or death incurred by myself as a result of this rental.

6. I understand that failure to comply with any of these conditions, or any of the terms and conditions included as part of the accompanying signed Use Agreement will result in the immediate cancellation of the Use Agreement and I agree to hold harmless and the United States Government, the Department of the Army, the State of Alaska, the Alaska Army National Guard, the Event Bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to property, injury, or death incurred by myself as a result of cancellation.

RENTER:

AKARNG:

(Signature) (Date)

(Signature) (Date)

(Printed Name and Title)

(Printed Name and Title)

APPENDIX D – Insurance Requirements

General Liability Insurance must be in the amount of \$1,000,000.00. A subrogation waiver may be required and the endorsement should accompany the Certificate of Insurance.

The named insured must match the name of the Renter on the application.

The Certificate of Insurance is due at least 7 days prior to the event. In the event that insurance is not obtained in time, refunds will be given according to the Refund Policy listed in this agreement.

If bringing in a vendor or contracted activities, the Renter will need to provide a copy of the vendor's General Liability Insurance naming the State of Alaska as additional insured on their policy.

APPENDIX E – References

REFERENCES

1. United States Code – <http://uscode.house.gov/search/criteria.shtml>
 - A. 10 U.S.C. § 18236 – Contributions to States; other use permitted by States
 - B. 32 U.S.C. § 508 – Assistance for certain youth and charitable organizations
 - C. 18 U.S.C. § 1460-1470 – Obscenity
2. Alaska Statutes – <http://www.touchngo.com/lglcntr/akstats/Statutes/Title04.htm>
 - A. AS 04.11.010 – License or Permit Required; Presumption Concerning Possession For Sale.
 - B. AS 04.11.080 – Types of Licenses and Permits.
 - C. AS 04.11.240 – Special Events Permit.
 - D. AS 04.11.230 – Caterer's Permit.
 - E. AS 39.52.120 – Misuse of official position
3. DODD/DoDI – <http://www.dtic.mil/whs/directives/corres/dir.html>
 - A. DoDI 4165.70 – Real Property Management
4. Army Regulations – <http://armypubs.army.mil/epubs/index.html>
 - A. AR 405-80 – Management of Title and Granting Use of Real Property
 - B. AR 190-11 – Physical Security of Arms, Ammunition, and Explosives
 - C. AR 190-13 – The Army Physical Security Program
 - D. AR 525-13 – Antiterrorism
 - E. AR 360-01 – The Army Public Affairs Program
5. National Guard Regulations – <http://www.ngbpdc.ngb.army.mil>
 - A. NGR 5-1 – National Guard Grants and Cooperative Agreements
 - B. NGR 405-80 – Real Estate, Army National Guard Program
 - C. NGR 420-10 – Construction and Facilities Management Office Operations
6. Code of Conduct on Federal property – <http://www.dhs.gov/code-conduct>