

PIONEER PARK CONCESSION AGREEMENT

AGREEMENT between the FAIRBANKS NORTH STAR BOROUGH, a municipal corporation of the State of Alaska, P.O. Box 71267, Fairbanks, Alaska 99707, hereinafter referred to as "Lessor," and Northern Lights Council of Dancers, Inc., a Not-for-profit Corporation, P.O.Box 74702, Fairbanks, Alaska 99707, hereinafter referred to as "Lessee."

In consideration of the promises and covenants contained herein, IT IS AGREED:

1. Grant of Use of Premises. Lessor hereby grants to Lessee the right to use the premises herein described for the purposes of furnishing a site for square, round, contra, ballroom and folk dancing herein after referred to as dance or dancing. The premises shall be used year round, during the term of this lease for dancing, lessons, and other social activities associated with dancing, related activities, and fund raising activities for the promotion of dancing. Lessee may not use the premises for any other purposes without the prior written consent of Lessor. Lessee shall not allow the use of the premises by any other persons other than members of the Lessee's organization without the express, written consent of the Borough Representative. Borough Representative may disapprove use if the proposed use violates Pioneer Park rules and regulations, violates Borough policy, violates any municipal, state or federal law, is not within the theme or character of the park, or sacrifices public health, safety and welfare, or for any other reason that infringes on the public good and enjoyment.

2. Description of Premises. The premises which are the subject of this Lease consist of the facility commonly known as the Square Dance Hall located at Pioneer Park, northwest of the Alaska Centennial Center for the Arts between the Square Dance Shelter and the Gold Dome Access Road, as shown on attached Pioneer Park Site Plan. The building is approximately 80' x 70'.

3. Term. The term of this Agreement shall be for four (4) years, commencing December 6, 2002, and ending December 5, 2006. This Agreement may be renewed upon mutual agreement of both parties for four renewal periods not to exceed four years each. The terms and conditions of the Agreement for such renewal period shall be those of the original Agreement as contained herein. If Lessee desires to exercise a renewal option, it shall deliver written notice to the Borough Department of Parks and Recreation not later than 5:00 p.m. on August 31, 2006 and by 5:00 p.m. on August 31st of each pertinent renewal period thereafter.

4. Rent. In consideration of the leasing of the premises by the Lessor, Lessee hereby covenants and agrees to pay to Lessor as rental for said premises the sum of \$1,200 dollars per annum. Said rent to be paid annually, in advance, beginning on the (6th) day of December 2002, and a like amount on or before the sixth (6th) day of December of each succeeding year thereafter throughout the term of the Lease. As additional consideration, Lessee agrees to put on square, round and folk dance demonstrations for the public, free of charge, on Pioneer Park's opening weekend, July 4th, and Labor Day weekend. Other dances, workshops and practices will be open to public participation for a fee. Non-participating visitors will be admitted to dances, workshops and practices at no charge. Lessee agrees to not exceed the facility's occupancy limit. Lessor acknowledges that visitors may be refused entry to the premises if the premises is at its occupancy limit.

5. Lessor's Obligations.

- a. The Lessor will provide the following:
 1. Ingress and egress for Lessee, its members, and its employees in performance of their obligations and duties.
 2. Park management consistent with that, which is provided to the rest of the park.
 3. Normal maintenance of park grounds (exclusive of leased premises).
 4. Lessor agrees to provide a system of streets and walks at Pioneer Park.

- b. The following services are available or will be made available by Lessor for use by Lessee, the cost of which services are to be borne by Lessee, as follows:
 1. water;
 2. alternating current electricity;
 3. telephone;
 4. sewage facilities; and
 5. fuel oil.

Garbage removal will be provided by the Lessor. Cost of garbage service will be borne by the Lessor.

Lessee agrees that the manner and place of making connections with or collections of any of the above services or utilities used by it shall be determined by Lessor. Lessee will pay to Lessor the cost of any special utility requirements such as transformers, converters, etc. Lessor shall not be liable for failure to furnish utilities and services to the premises when the failure results from causes beyond Lessor's reasonable control, including weather, but in case of failure Lessor shall take all reasonable steps to restore the interrupted utilities and services.

- c. Security services, at the level of service provided to the park as a whole, will be provided by Lessor. Lessor does not make any warranties, guarantees, representations, nor assume any responsibility or obligations whatsoever, in connection with such security services.

- d. Lessor will have the sole right to regulate all traffic within Pioneer Park, including parking and movement of vehicles of Lessee, or Lessee's customers.

6. Lessee's Obligations. Lessee will provide the following:

- a. Lessee shall, at its own expense, maintain the leased premises in a clean, safe, orderly, and sanitary condition.
- b. Lessee shall monitor the activities of its patrons and make all reasonable efforts to prevent harm to either the patrons or the Premises.
- c. In case Lessee has any doubt regarding any use of the premises, Lessee shall submit a request in writing through the Pioneer Park Manager to Borough Representative, for an interpretation and determination of its rights. The decision of Borough Representative thereon in writing shall be final.
- d. Lessor shall have the absolute right to restrict or forbid Lessee's selling, giving away, or otherwise handling any Pioneer Park souvenir, or any free literature, excluding dance activity schedules, of any kind whatsoever, other than the right to sell dance type paraphernalia.
- e. Lessee shall not use the premises to sell any article of merchandise of any kind whatsoever except as specifically authorized in this agreement. Except as provided herein, Lessor shall have the absolute right to restrict or forbid Lessee's selling or giving out any item of merchandise or engaging in any activity if the same would or might encroach upon or interfere with or prejudice or unreasonably dilute any right possessed by any other Lessee, Exhibitor or Concessioners of Lessor.
- f. Lessee agrees to furnish to the Pioneer Park Manager, on an annual basis, a current list of officers and members of the Northern Lights Council of Dancers, Inc. and a current list of officers of all private associations/clubs, which make up the Northern Lights Council of Dancers, Inc.

7. Operation and Maintenance of Premises.

- a. Lessee shall, at its own expense, occupy, repair and maintain the leased premises and its improvements in a clean, safe, sanitary, orderly and workable condition, and operate the same in a manner at all times satisfactory to Lessor and in accord with the rules and regulations of Pioneer Park. In the event that Lessee fails to maintain the leased premises in a manner and condition satisfactory to Lessor, after written demand therefore and within the time limit specified in said demand, Lessee shall suspend operation and Lessor may avail itself of any remedies given to it for a breach of the terms hereof. In its discretion, Lessor may repair the premises at its expense, and charge the Lessee for the actual expenses incurred.

- b. Lessee shall, at its own expense, and when reasonably required by Lessor, redecorate and paint fixtures and the interior of structures upon the leased premises within its control and replace furnishings and decorations from time to time as their condition may require.
- c. Lessor shall maintain and repair the facilities required to provide water, heat, and electricity, as well as facilities for the removal or disposal of wastewater, sewage and garbage, external to the premises. Lessee shall maintain and repair the facilities required to provide water, heat, and electricity, as well as facilities for the removal or disposal of wastewater, sewage and garbage, inside the premises.
- d. Lessee shall not commit or suffer to be committed any waste, in, to, or upon the leased premises.
- e. During the term hereof, no part of Lessee's operations nor any merchandise, material, equipment or supplies or other property of Lessee may be removed from the premises without the prior written permission of Lessor, if such removal materially and adversely changes the general character of Lessee's operations.

8. Improvements.

- a. No substantial changes shall be made to the Premises without the written consent of Lessor. Lessor has absolute discretion to refuse consent if improvement is not within the theme or character of the park, or sacrifices public health, safety and welfare, or for any other reason that infringes on the public good and enjoyment. The parties recognize that the Square Dance Hall is located on Pioneer Park property that may be restricted by Land and Water Conservation Fund (LWCF) grant provisions.
- b. For any proposed new improvements or construction, Lessee agrees to supply Lessor with the following information, as soon as is practicable in the following order.
 - 1) Preliminary concepts and layouts;
 - 2) Utility requirements; and
 - 3) A complete set of plans for the improvements and equipment.

The plans will set forth improvements and equipment of the highest quality, of sound and safe design, and be in accordance with the policies, designs and over-all planning for Pioneer Park and applicable local codes. Lessor shall approve the plans in advance, within thirty (30) days of submission by Lessee, and failure to take action within such time shall be deemed approval by Lessor.

- c. Lessee is responsible for making application and obtaining all necessary permits prior to beginning any improvements.

- d. Any improvements and equipment as finally constructed or installed shall conform to the approved plans.
- e. All work by Lessee on any construction and improvements shall be processed with due diligence.
- f. Title to the Square Dance Hall and its major improvements shall remain in the Lessor.
- g. Title to all trade fixtures, equipment, signs, appliances, furniture, and other personal property of any nature at any time installed by or for Lessee on the demised Premises, shall be and remain in Lessee and none of such items shall be deemed a part of the realty. At the expiration of the Lease, any of such items may be removed from the demised premises as provided in Article 29 hereof.

9. Signs and Advertising.

- a. Subject to the limitations hereinafter expressed, Lessee, at its expense, shall have the right to place, construct and maintain on the premises, signs advertising its business at the premises and no other signs. No such signs, billboard, poster or similar device shall be erected, displayed or maintained on the Pioneer Park site or the leased premises until Lessor has approved, in writing, the number of signs, the size, form, content, color, materials, design and location thereof; and any such sign, billboard, poster or other similar device which Lessor determines that Lessee has erected, displayed, or maintained in violation of such approval, maybe removed by Lessor at the expense of Lessee.
- b. Lessee shall discontinue or alter to the satisfaction of Lessor, upon its written demand, any oral or visual presentation, on or off the leased premises and/or the Pioneer Park site, relating to Lessee's operation, including any printed matter, radio programs, television programs, motion pictures, publicity campaigns, advertising, or material made, arranged for, paid for or promoted by or on behalf of the Lessee or its business, such as music, noise-producing devices, solicitation or attendants, or the display of souvenirs, merchandise, literature, material or pictures.
- c. The installation or use of any floodlights, neon lights, colored lights or other means of lighting shall be subject to approval in writing by Lessor and shall comply with Lessor's design standards. This section does not preclude the use of Christmas lights
- d. Lessor will have the right, without liability of any kind to Lessee, its members, agents or employees, to make still photographs, take motion pictures of, televise, or otherwise reproduce in any manner it deems desirable, the premises or any portion or phase thereof. It may use any of the same any time during the term of this Lease or thereafter, for any

purpose, commercial or otherwise, and any of the same may include the name of Lessee or any phase of Lessee's business, project or exhibit. Any use of the foregoing will conform with general standards of good taste. Lessee will assist Lessor with obtaining releases, clearances, or other suitable instruments from any of its employees in the event Lessor uses any photographs, motion pictures, or television shows or exercises any other rights provided above.

- e. Lessee agrees that it will purchase advertising (at the prevailing rate) for its operation on the leased premises in any brochure that may hereafter be published and/or distributed by Lessor, or in any printed advertising purchased by the Lessor. Annual contributions shall be ten (10)% of total annual rent. Said contributions will be paid annually and are due on the dates specified in Section 4 of this agreement.

10. Attire. Lessee's club members are encouraged to wear appropriate dance attire.

11. Temporary Cessation of Performance. At its sole discretion, the Lessee may temporarily suspend operation in the event a condition representing unreasonable risk or discomfort to the public occurs. In such event, Lessor shall immediately be notified and operations shall be commenced as soon as possible following the termination of the condition causing the unreasonable risk or discomfort to the public. At its sole discretion, Lessor may temporarily suspend operations of Lessee in the event that it is determined that Lessee's operation presents an unreasonable risk or discomfort to the public. In such event, the Lessee shall immediately be notified, and shall suspend operations until the agency that directed suspension of operations is satisfied that the future conduct of the operations shall not pose an unreasonable risk or discomfort to the public.

12. Facilities for the Handicapped. The Lessee shall make its services accessible to handicapped persons.

13. Protection of Property. Lessee shall use reasonable care to protect all Lessor property from damage caused by himself, his employees, the public or the elements. All improvements to property must be approved by Lessor prior to commencement of work.

14. Inspection. Lessor shall have the right to designate inspectors and such inspectors shall have the right at all reasonable times to inspect any property and any activities of Lessee on the Premises or on the Pioneer Park site and Lessee shall give said inspectors free access to any space used or occupied by Lessee, and will, upon request of such inspector, operate or demonstrate any machinery or electrical appliances in the possession of Lessee on the Premises or on the Pioneer Park site, or demonstrate or operate any process or activities being carried on by Lessee.

15. Status of Lessee. The parties hereto agree that neither Lessee nor Lessee's employees are employees of Lessor.

16. No Title Vested. This lease is not intended to and shall not vest in the Lessee any title in the real estate, fixtures, or any personal property belonging to Lessor now located or

which may hereinafter be located in or around the premises to be occupied by the Lessee. This lease shall not be recorded.

17. Use of Building.

- a. The parties hereto expressly agree that the concession granted herein shall be for the use and benefit of the public frequenting the park and the Northern Lights Dance Council, Inc. Lessee shall not use the premises for any purpose other than as designated in Paragraph 1. Lessee shall comply with the Rules and Regulations of Pioneer Park as promulgated from time to time by Lessor, which rules and regulations are hereby made a part hereof and by this reference incorporated herein. The Lessor reserves the right to make reasonable amendments to the Pioneer Park Rules and Regulations for the safety, care and cleanliness of Pioneer Park, for the preservation of good order therein, and for the comfort, quiet enjoyment and convenience of other concessioners and the public.
- b. Lessee will schedule use of Square Dance Hall making good faith efforts to accommodate all square, round, contra, ballroom, and folk dance groups desiring to use this facility. All uses of the premises other than by dance groups must be approved by the Pioneer Park Manager. Pioneer Park Manager may disapprove use if the proposed use violates Pioneer Park rules and regulations, violates Borough policy, violates any municipal, state or federal law, is not within the theme or character of the park, or sacrifices public health, safety and welfare, or for any other reason that infringes on the public good and enjoyment.
- c. Lessee hereby agrees to make the premises available to the Pioneer Park Manager for other functions and groups, which will not interfere with Lessee's scheduled use of the premises. The Pioneer Park Manager will coordinate with Lessee on all uses other than scheduled dance activity, prior to their use. Lessor agrees to establish a set of user regulations in coordination with Lessee. Lessor agrees to clean the building after such use and pay the lessee a fee for such use, comparable to the fee Lessee charges their non-member dance groups.
- d. Lessor will insure that use by non-dance groups does not damage the floor and agrees to repair any damage that might occur.
- e. Lessor reserves the right to charge such other non-dance groups amounts necessary to pay for setup, takedown, cleaning up, scheduling and overhead.

19. Competitor Exclusion. Lessor agrees not to rent or lease any portion of or facility within Pioneer Park, and not to consent to the subletting or assignment by any other tenants, to anyone for the purposes of conducting any business which directly competes with Lessee's dance lesson activities.

20. Insurance Requirements.

- a. During the term of the lease, the Lessee shall obtain and maintain in force the insurance coverage specified in this section with an insurance company rated “Excellent” or “Superior” by A. M. Best Company.
 - 1) Commercial General Liability coverage written on an occurrence basis with limits of not less than \$1,000,000 per occurrence.
 - 2) Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this lease. If the Lessee has no owned and/or will not utilize any non-owned vehicles during the term of this Lease, the Borough will waive the requirement for Automobile Liability. To obtain this waiver, the governing board of the Lessee, or the Chairman, must submit a statement indicating that the Lessee has no owned vehicles and will not utilize vehicles during the term of this Lease.
 - 3) Workers’ Compensation coverage including Employer’s Liability with limits of not less than \$100,000 each accident, \$500,000 disease – policy limit, and \$100,000 disease – each employee. If Lessee has no employees, then the Borough will waive the requirement of Workers’ Compensation Insurance. To obtain a waiver, the governing board of the Lessee must pass and submit to the borough a resolution stating that the Lessee has no employees and will have none during the term of this Lease.
- b. The insurer shall send the Borough thirty (30) days written notice before it cancels, refuses to renew, or materially alters coverage required by this lease. The Lessee shall assure that the insurance policies include a provision requiring this prior notice.
- c. During the lease term, the Lessee shall add and maintain the Borough as an additional insured in the Lessee’s commercial general liability policy. This policy will provide primary coverage for the Borough, and it will provide that the policy treats each additional insured as though the insurer had issued separate policies.
- d. Before providing any services under this lease, the Lessee will provide the Borough with a certificate of insurance showing the coverage specified in this section in a form acceptable to the Borough
- e. At any time during the term of the lease, the Borough may require higher limits of insurance than those specified in this section. If the Borough requires such additional insurance, and the insurer increases its premium as a result of this increase, then the amount of the increase will be paid by the Lessee.

- f. The aforementioned insurance requirements can be met through any combination of primary and excess/umbrella policies that fulfill the stipulated coverage as cited above.
- g. Lessor will provide necessary building and fire insurance for the Square Dance Hall.
- h. Lessee shall, at its expense, comply with all requirements, pertaining to the premises, of any insurance organization or company, necessary for the maintenance of insurance covering any building and appurtenances at any time located on the premises. No use shall be made or permitted to be made of the premises, nor acts done, which will cause a cancellation or increased premium of any insurance policy covering the buildings located on the premises or any part of the premises, nor shall Lessee sell, or permit to be kept, used or sold in or about the premises any article that may be prohibited by the standard form of fire insurance policy.

21. Waiver of Performance. The failure of Lessor to insist in any instance on strict performance of any provision or condition of this contract or to exercise any right herein shall not have the effect of or be construed as a waiver of such condition or right in any other instance.

22. Deportment. The Lessee will employ only competent and orderly employees, who will keep themselves neat and clean and will be courteous to all guests and patrons of the park. The Lessee and its employees, while on the leased premises, will not use improper language, behave in a boisterous manner or be guilty of conduct which Lessor shall determine in its sole discretion to be objectionable.

The Lessee shall not permit on the leased premises any gambling or games of chance, or install and operate, or permit to be installed or operated, any device, or conduct any activities thereon which in the sole discretion of Lessor are objectionable. The Lessee shall establish, maintain, and operate the concession in such a manner as to provide service to the best standards prevailing for a similar business.

The service rendered by the Lessee under this concession shall at all times be clean, orderly and sufficient to meet the reasonable demands of the public. The Lessor shall have the right, in its sole discretion, to object to the character of the service and the conditions of the premises in any particular, and order that the objectionable service or condition be stopped immediately if in the opinion of Lessor such summary process is necessary to protect the public health, safety, and welfare.

23. Indemnification. The Lessee assumes full responsibility for the acts and conduct of all participants, spectators, and others utilizing or attending that portion of the facility being used by the Lessee. Lessee shall indemnify and hold Lessor and all its officers, agents and employees harmless from, and shall defend them against all claims for injury to persons, including, but not limited to, injuries to members of Lessee, participants, customers, and spectators, and claims for damage to property arising from the use of the facility by Lessee, Lessee's employees, persons attending the Lessees Square Dance Hall activities, or for contract damages or any other losses.

24. Release. Lessor assumes no responsibility for the loss or damage of Lessee's property or improvements placed on or in the facility, and Lessee hereby expressly releases and discharges Lessor from any and all liability for loss to such property or improvements. Lessor shall not be liable for any financial loss incurred by Lessee due to unforeseen or uncontrollable events which cause failure of any or all of the facilities to operate during the term hereof.

25. Fire. If the Pioneer Park facilities or any equipment thereon owned by Lessor necessary to the use of the Square Dance Hall shall be damaged or destroyed by fire, act of God, or other unforeseen circumstances, and Lessor does not, within 30 days after such casualty, commence repair or replacement of said equipment and thereafter diligently continue the same to completion, then in that event this lease shall terminate and each party shall be released from further obligation hereunder. It is the Lessee's responsibility to provide fire safety equipment for the leased premises.

26. Assignment. Lessee shall not assign any rights under this contract nor delegate any of its duties without prior written approval by the Lessor.

27. Default. Upon failure of Lessee to either provide adequate service to the public or to comply with any provision, stipulation, or condition of this lease, including the payment of any fee or charge as herein agreed, this contract may be suspended or cancelled at the sole discretion of Lessor.

- a. Suspension. No suspension (defined herein as a temporary mutual cessation of performance of the terms of this lease) declared by Lessor shall be effective until not less than thirty (30) days after the date of delivery of written notice to the Lessee. Said notice shall specify a date upon which the lease will be suspended and shall specify the cause with reasonable certainty. If the Lessee has commenced in good faith to correct such default within said 30-day period and corrects the same as promptly as reasonably practicable or as agreed by Lessor then Lessor may reinstate the lease. In the event of the suspension of this lease, the Lessee shall not remove any of its inventory, supplies, equipment, or improvements used to operate the concession from said premises until all license fees or other sums due Lessor have been paid.

After all monies due Lessor have been paid, and Lessor notifies the Lessee in writing, the Lessee may remove all supplies, and equipment placed by the Lessee upon the premises.

Reinstatement of the contract may occur at the option of Lessor upon a satisfactory showing by the Lessee, that the cause or causes of the suspension can be or have been remedied by the Lessee.

- b. Cancellation. Lessor may cancel this contract whenever cancellation is reasonably required by Lessor's performance of its public duty to provide for the reasonable needs and convenience of the public. As long as the provisions of this agreement are not in default, and all fees provided for herein are being paid when due. Lessor shall not cancel this lease solely for lack of anticipated revenue from the concession.

Any cancellation pursuant to this section shall be effective thirty (30) days after the delivery of written notice thereof to the Lessee. In the event of the cancellation of this contract, the Lessee shall not remove any of its inventory, supplies, equipment, or improvements used to operate the concession from said premises until all license fees or other sums due Lessor have been paid. After all monies due Lessor have been paid, Lessor shall notify the Lessee in writing that he may remove all supplies and equipment. Privately owned equipment, used for benefit of Lessee shall be excluded from this section.

28. Termination Rights. Lessor reserves the right to terminate this agreement in the event any of the following circumstances should occur:

- a. Lessee becomes insolvent;
- b. Lessee is adjudged bankrupt;
- c. Lessee abandons or vacates the Premises (failure to occupy and operate the Premises for fifteen (15) consecutive days during the period from June 1 through September 1 of each year when Pioneer Park is open to the public, shall be deemed an abandonment or vacation); or
- d. Lessee fails to make the payments covered by this agreement as and when due to Lessor, if the failure continues for ten (10) days after notice has been given to Lessee.

Should any of the foregoing circumstances occur, it shall be lawful for Lessor, its agents, servants, and employees, with or without process of law, to enter upon and take possession of said premises, including all improvements thereon, declare this lease terminated and the interest of the Lessee forfeited.

29. Expiration of Lease. Upon the expiration of this lease and any renewal thereof, the Lessee shall have the right to remove all personal property belonging to it; provided that if said removal causes any damage to the premises, the lessee will repair the same in a proper and satisfactory manner at its expense. All personal property, fixtures, and equipment belonging to the Lessee, but left on the premises after the expiration of this contract, shall become the property of Lessor.

30. Surrender of Premises; Holding Over. At any termination of this lease, Lessee covenants and agrees to yield and deliver peaceably to Lessor, possession of the leased Premises and the improvements erected thereon by Lessee, in good condition, ordinary wear and tear excepted. Lessee shall perform all restoration made necessary by the removal of Lessee's personal property that remains on the premises at expiration of this lease.

If Lessee fails to surrender the premises to Lessor by the time stated, Lessee shall hold Lessor harmless from all damages resulting from Lessee's failure to surrender the premises, including, but not limited to, claims made by a succeeding lessee resulting from Lessee's failure to surrender the Premises.

If Lessee, with Lessor's consent, remains in possession of the premises after expiration or termination of the term, or after the date of any notice given by Lessor to Lessee terminating this lease, such possession by Lessee shall be deemed to be a month-to-month tenancy on thirty (30) days' notice given at any time by either party. During any such month-to-month tenancy, Lessee shall pay all rent required by this Lease. All provisions of the Lease, except those pertaining to term and option to extend, shall apply to the month-to-month tenancy.

31. Compliance With Laws. Lessee shall comply with all the laws, ordinances, rules and regulations of the governments of the United States of America, the State of Alaska, the City of Fairbanks, and the Fairbanks North Star Borough. This Lease is governed by the laws of the State of Alaska.

32. Severability. If a court of competent jurisdiction shall rule that any provision of this contract is invalid, void, or illegal, such a ruling shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.

33. Merger. This Agreement contains all representations of the parties hereto. Modifications shall not be valid or binding on Lessor unless made in writing and signed by a duly authorized officer of Lessor.

34. Taxes. Lessee shall pay and discharge as they become due, promptly and before delinquency, all governmental taxes, of whatever name, nature or kind, which may be assessed or imposed against the leasehold of the Lessee herein.

35. Availability of Funds. Lessor shall not be obligated under the terms of this agreement unless there are available funds lawfully appropriated for its performance.

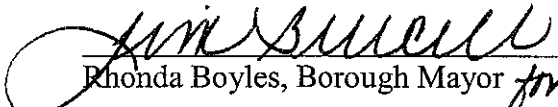
36. Notices. Any notices concerning this contract may be given, and all notices required by this contract or concerning performance under this contract shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.


Borough Representative:
Karl Kassel, Acting Director
Parks & Recreation Department
P.O. Box 71267
Fairbanks AK 99707-1267

Lessee:
Northern Lights Council of Dancers, Inc.
P.O. Box 74702
Fairbanks, AK 99707-4702

FAIRBANKS NORTH STAR BOROUGH

LESSEE


Rhonda Boyles, Borough Mayor *for*


Gary Kersey, President
Northern Lights Council of Dancers, Inc.

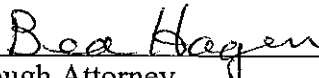
1/22/03
Date

12-17-02
Date

ATTEST:

APPROVED AS TO FORM:


Mona Drexler, Borough Clerk *cmc*


Bea Hagen
Borough Attorney

01/23/03
Date

1/15/03
Date

The Lessee is a corporation

The foregoing Pioneer Park Concession Agreement was signed acknowledged before me this

13 day of JAN, 2003,

by President Gary Kessel
(Name of Officer)

[Signature]
(Signature of Officer)

President
(Title of Officer)

of Northwest Energy Council of Alaska
(Name of Corporation)

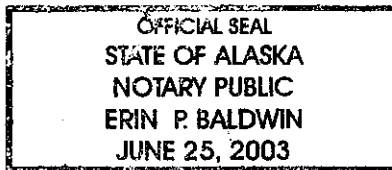
a/an ALASKA Corporation, on behalf of said Corporation.
(State of Incorporation)

(CORPORATE SEAL)

Attest [Signature]
(Corporate Secretary)

(Regardless of the type of Company, the signature of the Acknowledgment must be notarized. The signer of the Agreement and the above-signer of this Acknowledgment must be the same person.)

(NOTARY SEAL)



SUBSCRIBED AND SWORN TO before me this 13 day of January, 2003.

[Signature]
Notary Public in and for the State of ALASKA.
My commission expires: 6/2003
(Date)



Dancing at
Pioneer Park!

Northern Lights

Council of Dancers, Inc.

P.O. Box 74702, Fairbanks, AK 99707-4702

Board of Directors

President

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Golden Heart
Round Dancers
Phone
907-457-5998
e-mail:
gkersey@att.net

Vice-President

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Santa's Swingers Square
& Round Dance Club
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e-mail:
ctrshot@acsalaska.net

Secretary

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tedanl@yahoo.com

Treasurer

Isabelle Mudd
Member
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Director

Lynn Basham
Contra Borealis
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Director

Jim Dixon
Prospector Squares
Phone:
907-479-4306
jpdixon@usgs.gov

To: Fairbanks North Star Borough

From: Northern Lights Council of Dancers, Inc.

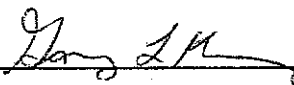
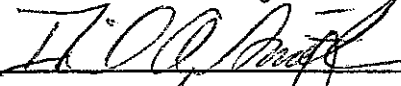

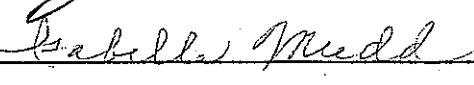
Subject: Renewal Lease of the facility known as the Square and Round Dance Hall located at Pioneer Park. Paragraph 20. Insurance Requirements. Item a. 3. Waiver for Workers' Comprehensive Coverage.

Whereas the Fairbanks North Star Borough has certain Insurance Requirements, and

Whereas to obtain waivers from certain inapplicable insurance requirements the Borough requires the governing board to pass and submit a resolution addressing the Borough requirement, and

Whereas, to renew the Lease of the Square and Round Dance Hall, the Fairbanks North Star Borough requires compliance with the standard Insurance Requirements or a request for a waiver which stipulates that conditions for the insurance is not required,

Therefore, be it resolved that the President and Board of Officers of Northern Lights Council of Dancers Incorporated, the Lessee, stipulate that with reference to Section 20, a, 3): The Leesee requests a waiver because the Northern Lights Council of Dancers, Incorporated has no employees, has never had any employees, and will not have any employees during the term of the lease.

Gary L. Kersey, President		12-14-02
		Date
David Smith, Vice President		12-14-02
		Date
Terry Daniel, Secretary		12-13-02
		Date
Isabelle Mudd, Treasurer		12-14-02
		Date

Square dancing is friendship set to music!