

**22ND FORCE SUPPORT SQUADRON
NON-APPROPRIATED FUND INSTRUMENTALITY
MCCONNELL AIR FORCE BASE, KANSAS
U.S. DEPARTMENT OF THE AIR FORCE**

MCCONNELL AIR FORCE BASE OPEN HOUSE CHALET RENTAL AGREEMENT

Whereas, an OPEN HOUSE EVENT will be hosted by McConnell Air Force Base (MAFB) on September 29 and 30, 2012; and
Whereas, the Non-Appropriated Fund Instrumentality (NAFI) of the MAFB Force Support Squadron hereinafter referred to as the NAFI, is making available for rental by the public on a first come-first served basis, chalet tents for the purpose of providing hospitality to Open House guests;
Now Therefore, this Contract is made and entered into by and between the NAFI and Sedgwick County, Kansas,
hereinafter referred to as the Chalet Lessee, with the parties agreeing that:

ARTICLE 1: Nature of Agreement

- 1 Pursuant to this Chalet Rental Agreement by and between McConnell Air Force Base NAFI and Chalet Lessee, Chalet Lessee is authorized to host a chalet tent on the flight line during the 2012 McConnell Open House Air Show for and subject to the terms of this agreement.
- 2 The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. Therefore, while NAFI contracts are United States Government contracts, they do not obligate appropriated funds of the United States.
- 3 The undersigned signator on behalf of the Chalet Lessee warrants that he or she has full rights and authority to represent the Chalet Lessee;
- 4 Rights granted: host a chalet tent during the 2012 McConnell Open House Air Show;
- 5 Location of Chalet Tent: Flight line of McConnell AFB, Kansas as determined by NAFI;
- 6 Date and duration of rights granted: 29 and 30 September 2012, 0830 to 1700; Chalet Lessees may decorate the insides of their tent beginning at 0700 on Saturday, September 29, 2012. Complete tear down of Chalets must be completed by NLT 1800 on Sunday September 30 2012. No signage or other items identifying Chalet Lessee will be allowed on the outside of the tent. Items left after 1800 are left at Chalet Lessee's risk;
- 7 Chalet Lessee will pay the NAFI a one-time sum of \$10,000 to host 75 guests in a 20' x 40' chalet tent for both days of the 2012 airshow;
- 8 NAFI-furnished property: The NAFI will deliver to the Chalet Lessee for use only in connection with the agreement, the property described below (hereinafter referred to as "NAFI-Furnished Property"). Unless otherwise provided in this agreement, the Chalet Lessee, upon delivery of any NAFI-Furnished Property, assumes the risk of, and shall be responsible for, any loss thereto. Any property lost, damaged or consumed in the performance of this agreement is reimbursable to the NAFI:
 - a. Tent: One 20' x 40' tent with additional 20' x 40' patio.
 - b. Tables: (6) round tables
 - c. Chairs: 150 (75 covered area, 75 uncovered area for viewing air acts)
 - d. 25 VIP parking passes
 - e. All guests of Chalet Lessees will receive a catered meal that includes non-alcoholic beverages for up to 75 guests.
 - e. All guests of Chalet Lessees that are of legal age to consume alcoholic beverages will have access to the cash bar provided by 22 FSS.
 - f. This agreement provides no transfer of property rights in NAFI-Furnished Property to the Chalet Lessee other than the right to use said property on the date, times and for the purposes specified herein.
 - g. The vendor shall maintain control and exercise due care of NAFI-Furnished Property in accordance with sound practice.

ARTICLE II: The Chalet Lessee must:

- 1: Chalets are for the sole purpose of hospitality during the Open House Air Show.
2. Sales are prohibited on site; product demonstration is permissible within the confines of the tent. No signage or other items identifying Chalet Lessee will be allowed on the outside of the tent.
3. Demonstrations and decorations will be at no cost to the Air Force or NAFI.
4. The Chalet Lessee will comply with all municipal, state, and federal laws, rules, ordinances, and regulations and any publication published by the military relating to public health or applicable to the business carried on under this agreement and assume complete and sole liability for activities pertaining to the day's events within their tent.
5. Leave the chalet area clean, orderly, attractive, secure, and in a safe and sanitary condition to the satisfaction of the NAFI managers.
6. The Chalet Lessee will not file any claim against the Air Force or otherwise seek compensation for any information or services provided.

ARTICLE III. Chalet Lessee will not:

1. Represent or permit itself to be represented to the public as an agent or employee of the NAFI by the use of the name of the NAFI on letters, bills, signs, or by any other means. The Chalet Lessee, its servants, agents, and employees, are in no sense agents of the United States, the NAFI, the commander of the installation within which the concession exists, or of any other entity having to do with the operations of the NAFI.
2. Sell or remove any property that is owned by the NAFI, or any other part of the Federal Government.
3. Engage in or permit gambling or possession or use of any gambling device on the concession premises or elsewhere on the installation.
4. Sell, deal in, or otherwise possess or transfer, on the concession premises, any form of intoxicating liquors or narcotics except alcohol furnished by 22 FSS or its concessionaires.

5. Loan money to or borrow money from customers or others, which includes Federal Government (including NAFI) employees and military personnel.
6. Sell merchandise or services.
7. Give or offer to any officer or employee of the NAFI, or any other part of the Federal Government, any gift, privilege, special benefit, discount, or anything else of material or personal nature whereby the individual or employee would receive preferential treatment.

ARTICLE IV: General Provisions:

1. Air Force Auditor General personnel, NAFI employees, or any person designated by the installation commander, will have the right to inspect or audit to ensure strict compliance by Chalet Lessee with all provisions of this contract and with applicable Air Force regulations.
2. This contract is automatically terminated in the event the activity is cancelled.
3. Any monies due and payable to the NAFI from the Chalet Lessee on the date of this contract must be paid in full upon signature hereof.
4. Air Force personnel and NAFI employees will not demonstrate nor endorse any Chalet Lessee's product.
5. The Contracting Officer is the duly authorized representative of the Government for purposes of this agreement.
6. Any Portion of services schedule under this contract may be cancelled by the Contracting Officer or designee, prior to scheduled chalet event without advance notice, in the event of:
 - a. Riots, threatened epidemics, Acts of God, or for any unforeseen occurrences which make it impossible for the NAFI to provide a facility for, or otherwise precludes the presentation of an open house/airshow which is the subject of this contract;
 - b. The NAFI which is to be furnished services cease to operate; or
 - c. Deactivation of the installation
 In return, and under this agreement the Chalet Lessee will receive a refund of 75% of the total cost of the chalet. The remaining 25% shall be applied to administrative costs and prepaid expense(s) incurred by the NAFI, but will be credited back to the Chalet Lessee for any future open house/air show event.
7. The parties may upon mutual agreement cancel this agreement at any time upon such terms as they may mutually agree.

CONTENTS: This agreement consists of the following documents:

- a. Schedule (Articles I-IV)..... Pages 1-2 OF 3
- b. Hold Harmless Agreement..... Pages 3 OF 3

FOR THE NAFI:

FOR THE CHALET LESSEE: Sedgwick County, Kansas

Signature of Contracting Officer

Signature of person authorized to sign contract

Tim R. Norton, Chairman
Commissioner, Second District

Type or print name

Type or print name

53147 KANSAS ST
STE 123
MCCONNELL AFB KS 67221
316-759-4419

525 N. Main, Suite 320
Wichita, KS 67203
316/660-9300

Address and phone number

Address and phone number

APPROVED AS TO FORM:

Karl Powell
9-20-12

HOLD HARMLESS AGREEMENT

To the degree such indemnification is allowed by law, Chalet Lessee, Sedgwick County, Kansas does hereby release, hold harmless, and forever discharge the United States Government, United States Air Force and all agents, employees and representatives therefore, acting officially or unofficially, from any and all liability, actions, causes of action, claims and demands for, upon, or by reason of any loss, damage, injury, or death which may be sustained by me or my guests as a consequence of this agreement.

To the degree such indemnification is allowed by law, NAFI does hereby release, hold harmless, and forever discharge Sedgwick County, Kansas, its agents, servants, employees, invitees and representatives, acting officially or unofficially, from and against any and all liability, actions, causes of action, claims and demands for, or by reason of any loss, damages, injury, or death which may be sustained by NAFI or its guests, and not caused by Lessee's negligence.

For the NAFI:

For the Chalet Lessee:

Signature of Contracting Officer

[printed name]

Tim R. Norton, Chairman
Commissioner, Second District

53147 Kansas St., Ste. 123
McConnell AFB, KS 67221
316/759-4419

525 N. Main, Suite 320
Wichita, KS 67203
316/660-9300

APPROVED AS TO FORM:

Ke L Powell
9-20-12