



# FACILITY RENTAL AND USE AGREEMENT

**THIS FACILITY RENTAL AND USE AGREEMENT** (the “Agreement”) is made and entered into this \_\_\_\_\_, between Fields4Kids (“F4K”) (the “Owner”), and \_\_\_\_\_ (hereinafter, the “User”).

1. **Use of the Property.** The Owner shall rent to the User, and the User agrees to rent from the Owner, upon the conditions and agreements set forth herein, the facility known as “Fields4Kids”, an indoor multi-sports facility located at 129 Farm Road, Bangor, Maine 04401.

Use of the facility shall include the following: (Initial all that apply)

- \_\_\_\_\_ Foundation Field (Batting Cage Side)
- \_\_\_\_\_ Nike Go Field
- \_\_\_\_\_ Both Fields
- \_\_\_\_\_ Other Describe: Bounce House, Ping Pong Tables
- \_\_\_\_\_ Concession stand to be open

Other special requirements:

Usage shall also include use of rest rooms, field viewing area, and on-site parking facilities; but shall not include use of Fields4Kids office space. “Wi-Fi” is present for your use!

2. **Term:** The term of this Rental Agreement shall be from:

3. **Rent:** For the use of the facility the User shall pay to the Owner the following:

4. **Deposit** Upon execution of this Agreement, a deposit of 50 % of the rental fee shall be paid by the User to the Owner to reserve the requested time for exclusive facility use. Such deposit amount shall be credited towards the full rental payment as due per section 3 above. Deposits are 100% refundable in facility credit if cancellations are made 120 days in advance of event dates. Deposits are 80% refundable in Facility Credit if cancellations are made at least 60 days in advance of event start dates. Deposits are 50% refundable in Facility Credit if cancellations are made between 30-59 days in advance of event start date. Deposits are non-refundable if cancellations are made less than 30 days before event start date.

5. **Final Payment** Final payment is due 2 weeks prior to start date. For extended rentals of 30 hours or more, monthly payments can be set up and should be paid 2 weeks prior to month using.

6. **Use** The Property shall be used only as intended to hold a sports rental or party; unless another use is specified and agreed to in writing and attached hereto. User agrees that their use and private enjoyment of the facility shall be done with due care for the property, including proper care of the fields surfaces; that the property shall not be used for any illegal purposes; that the User shall be responsible for the conduct of its employees and agents; and that no smoking and no animals shall be permitted within the facility. No outside food or beverages are allowed to be brought onto field area. The on-site concession stand and Gatorade and Aquafina vending machines have items available for purchase.

7. **Damage or Destruction** Upon the end of the term of facility rental, an inspection of the facility will be made by the Owner's agent. The User shall be held liable for any damage to the facility during the term of the rental, whether damage was intentional or not, and whether the damage was caused by an employee, agent or invitee of the User. User agrees to pay for any damage to the facility beyond normal wear and tear. The Owner warrants that the facility shall be provided in clean and useable order.

8. **Assumption of Liability** The User assumes and agrees to be fully and exclusively responsible for the safety and actions of the persons and property of all participants in the events during the hours of use by the User, including, without limitation, exhibitors, participants, employees and agents, invitees, spectators and any members of the public in attendance at any of the events being held by the User at the facility. The Owner shall not have any liability to the User or any, participants, spectators or members of the public for personal injury, personal property or damage occurring at the facility during any hours of use by the User.

9. **Indemnification** User agrees to indemnify, defend and hold harmless Owner and all its officers, agents, employees, successors and assigns, and any member of the public attending any event held by the User with the permission or acquiescence of the User, from any and all losses, claims, damages, judgements, liabilities, causes of action, costs and expenses, including reasonable attorney's fees, arising out of or resulting from or in any way relating to the use of the facility by the User or any of its members, guests, participants, or invitees, or from any act or omission by the User or any of its officers, agents, employees or guests, but not arising from the willful or negligent acts or omissions of Owner.

Owner agrees to indemnify and hold harmless User and all of its officers, agents, employees, successors and assigns from any and all losses, claims, damages, judgments, liabilities, causes of action, costs and expenses, including reasonable attorney's fees, arising out of or resulting from the willful or negligent acts or omissions of Owner.

10. **Insurance** If applicable, User has, and will maintain in effect, liability insurance during the term of the agreement naming Owner as an additional insured in the amount of coverage of not less than \$1,000,000 per occurrence including personal injury and property damage. User will, prior to the use of the facility, deliver a certificate of insurance by an insurance company satisfactory to the Owner, which shall designate the Owner as an additional insured and provide that the insurance company must provide the Owner with at least ten (10) days prior written notice of any cancellation or reduction in coverage.

11. **Cancellations and Closures** In the event of inclement weather or other circumstances beyond the Owners control, that forces any event cancellation or closure of Fields4Kids either due to the Owners decision or decisions made by local, state or federal government, the User will not be refunded any portion of the rental agreement amount. The Owner will make all reasonable efforts to offer the User a partial or full credit for the amount of time in question towards future rental use.

12. **Miscellaneous Provisions.**

- a. ALL PARTICIPANTS ARE REQUIRED TO FILL OUT A FACILITY WAIVER FORM PRIOR TO PARTICIPATION.
- b. The Owner shall provide one or more individuals who shall remain on the premises during the term of the rental period. Said individual or individuals shall provide access to all common use areas, shall conduct any necessary inspections; and shall secure the facility at the end of the term.
- c. Should enforcement of this agreement become necessary, prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, whether or not suit is brought.
- d. In the event of the occurrence of a default by Owner, User shall have the right to terminate this Agreement and/or to request return of any or all deposits made.
- e. The User may not sublet all or any part of the facility or assign this Agreement in whole or in part without the Owner's prior written consent.
- f. No food or drink to be brought onto playing turf fields.

So Agreed on the date first written above.

**Fields4Kids: ("Owner")**

**By:** \_\_\_\_\_  
Title: Owner

**USER:** \_\_\_\_\_

**By:** \_\_\_\_\_  
Signature