



## **FACILITY TERMS AND CONDITIONS:**

This Facility Terms and Conditions (Agreement) is between 2Quartz LLC (Quartz) and the party indicated as Licensee for the Quartz Sports Facility located at 1533 & 1539 E Del Amo Blvd, Carson, CA 90746 (Facility). The terms and conditions as identified in this document are agreed to by the Licensee and the 2Quartz LLC, henceforth referred to as "Quartz". These terms and conditions include but are not limited to Quartz hereby grant a revocable license to Licensee to use the portion or portions of the Facility, subject to all of the terms and conditions of the Agreement. For purposes of this Agreement, the term "Facility" shall also include any parking areas, driveways, sidewalks, hallways, lobbies, restrooms and other common areas of the Facility used by Licensee, it's employees, officers, members, guests, client's, customers, participants, contractors, agents and invitees (collectively with the Licensee, the "Licensee Parties") in connection with or incidental to their use of the Facility:

### **TERMS AND CONDITIONS:**

1. Licensee shall use the Facility for the purposes solely listed on this agreement.
2. It is the responsibility of the Licensee listed and identified on this Agreement and/or invoice to enforce the rules and regulations regarding the conduct of the group while on the permitted facilities.
3. The Licensee will assign one person to be responsible for all on-site activities taking place at the Facility. This person must be at the Facility for the entire time the Facility is reserved for use. This person is who Quartz supervision staff will communicate with during the rental use. It will be this person's responsibility to ensure enforcement of all Quartz rules and regulations and/or Quartz supervision staff's directives. The name of this person must be provided to Quartz prior to the Facility use.
4. The Licensee's person-in-charge will tour the Facility with Quartz facility supervision staff directly before and directly after the Facility use to ensure the Facility is left in the same condition after use ends as before use began. Anything not left in clean and in appropriate condition will be noted in writing by Quartz supervision staff and may be assessed a cleaning or damage fee.
5. At the conclusion of events the Licensee or the Licensee's contact person is responsible for picking up trash and debris and depositing it into the proper trash bins. The Facility and any adjoining areas affected by the group's use must be picked up and cleared of all trash. The Licensee or the Licensee's contact person will make sure all lights are turned off and doors locked when they leave. Failure to clean up their area when done will result in a \$300.00 cleaning fee. Failure to turn off the lights or lock the doors could result in additional charges for electricity, vandalism, theft etc.
6. The Licensee's or Licensee's contact person will immediately notify Quartz facility supervision staff of any damage incurred to the facility during their use of the facility.
7. The Licensee's or Licensee's contact person will immediately notify Quartz facility supervision staff of any injuries to facility user patrons.
8. Under no circumstances is signage, billboards, banners, pamphlets, vendors, kiosks or displays of a third party company is allowed in Quartz unless otherwise agreed upon. Only tournament t-shirts are allowed to be sold by the Licensee. Selling food or other items is not allowed without Quartz approval prior to the event.
9. No objects are to be suspended, attached or affixed to ceilings, walls, window blinds, floor, or folding doors. No tape, tacks or pins are to be used on facility property or furnishings. No candles, confetti, glitter, rice or birdseed are allowed in or around the facility. Prior approval must be obtained for use of helium balloons.
10. All reservations for the Facility which require special needs, such as the use of the scoreboard, bleachers, equipment, shooting machines, training equipment, Vertimax, tables and chairs, or the need of additional staff, must be made at least 7 days in advance, or obtain an official approval from the Program Supervisor. Such use may require additional fees.

11. No subleasing of the Facility is allowed under any circumstance without prior authorization of Quartz Directors. Any unauthorized subleasing of the gym will result in revocation of all permits and forfeit any fees paid.
12. Licensee's activities will not unreasonably interfere with or detract from Quartz neighbors who are located on the same premises.
13. The Licensee's proposed activity and use will not unreasonably interfere with or be detrimental to the public health, welfare, safety, and recreation.
14. The entire Facility is a non-smoking facility. Smoking cannot take place within or at any entrance/entry to the Facility.
15. Alcoholic beverages and/or drug use are not allowed in the Facility or adjacent areas at any time.
16. Appropriate codes of conduct of all users of the Facility will be required at all times. Profane or abusive language, taunting, verbal or physical quarreling or fighting will not be permitted and will be grounds for immediate termination of rental use. Abuse of this regulation will not be tolerated. Participants must agree to follow the rules and regulations of Quartz as well as instruction from Quartz Staff, Police and/or Fire Department. If Police assistance is required, the event and/or rental will be closed immediately and all funds will be forfeited and no refunds will be due.
17. Hard-soled, black soled or shoes with high heels, heelys, hover boards, skate boards, roller skates or any other objects with wheels or that could cause damage to the floors are absolutely prohibited in the Facility. There may be additional fees for the floors to be covered for special events.
18. Children must be supervised by the Licensee or the Licensee's person in charge at all times.
19. All individuals associated with the event(s) must vacate the Facility by the indicated ending time, or pay additional fees for continued use of the Facility.
20. Parking is allowed in Quartz designated spots only. Licensee or Licensee's contact person must inform their participants and spectators to park in facility parking spots and public parking areas only. It is the Licensee's or Licensee's contact person responsibility to alleviate traffic and parking issues as a result of their use of the Facility, any vehicle parked in a non-designated spot will be towed at the Licensee or vehicle owner's expense. The Licensee or the Licensee's person in charge is not allowed under any circumstances to charge for parking.
21. Quartz Staff reserves the right to revoke use permits and/or contracts at any time for any reason deemed necessary including: failure to observe any rule, regulation or ordinance of Quartz; fights, vandalism, or misconduct; advertising an event before approval of application; exceeding room capacity; and/or giving incomplete or incorrect information regarding the nature of event or number in attendance.
22. The Licensee's use of Quartz Sports Facility must be protected from damage and mistreatment and ordinary precautions for cleanliness must be maintained. The Licensee or the Licensee's contact person shall be responsible for the condition in which they leave the Facility. In cases where property has been damaged or abused, Quartz shall be paid for damages by the organization(s) and person(s) involved. The Licensee will also be liable for any and all costs of restoring, replacement, damage or loss.

## **PAYMENTS AND FEES:**

1. Payment in full is due upfront upon booking the reservation

2. Licensees who rent monthly, quarterly or annual facility Licensees must have a credit card authorization on file. If the Licensee does not use their assigned slot for more than 30 days, fail to pay fees, or does not adhere to these rules and regulations, the Licensee will lose their assigned slots.
3. Cancellations made more than seventy-two (72) hours prior to the event will be issued a full refund. No refunds will be issued if the event(s) are canceled less than seventy-two (72) hours of the first date listed on this Agreement.
4. A security deposit will be required without a COI on file naming "2Quartz LLC." as additionally insured.

### **CANCELLATION POLICY**

1. Agreement cancellations received less than fourteen (14) days prior to the first reserved date shall result in a forfeiture of Renter's full deposit. If full payment has been made at the time of the agreement cancellation, and the agreement cancellation is made at least fourteen (14) days prior to the first reserved date, 2Quartz LLC will refund all amounts paid above the original deposit amount. No refunds will be made for agreement cancellations made fourteen (14) days or less prior to the first reserved date.
2. For Multiple Days, One (1) month, Quarterly or Annual cancellations for individual days within the agreement, cancellations for individual days must be made at least three (3) days in advance to the date and time reserved. Fees will not be returned and forfeited if cancelled less than three (3) days to the reserved date or time. If the cancellation is more than three (3) days then Quartz will issue the Licensee a credit on their account to be used for future Facility Rentals and must be used within six (6) months of the cancellation otherwise the credit will be forfeited.

I, the undersigned, on behalf my organization; do hereby agree that we will abide by the policies governing the use of the Facility as set forth on this Agreement. I will specifically accept responsibility for any damage to the Facility as a result of the occupancy of said premises by our organization. Said premises will be left clean as when organization arrives. I hereby agree to indemnify and hold harmless 2Quartz LLC, its officers, agents, employees, boards and commissions from any and all claims, liability, damages, loss, or injury to persons or property arising out of or in connection with my use of the Facility.

Licensee shall fully defend, indemnify, and hold harmless Quartz from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the Licensee, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers . This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Quartz for all legal fees, expenses, and costs incurred by it. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court or trier of fact who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.

This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the Parties is to provide as broad an indemnification as possible under California law. In the event that any aspect of this Agreement is deemed unenforceable, the court is empowered to modify this Agreement to give the broadest possible interpretation permitted under California law.

This Agreement shall be governed exclusively by the laws of California, without regard to conflict of law provisions.

Any lawsuit or legal proceeding arising out of or relating to this Agreement in any way whatsoever shall be exclusively brought and litigated in the federal and state courts of California. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

In respect to photographs, videos, motion pictures, and/or sound recordings being taken at Quartz to use, publish, and republish in the same, in whole or part, separately or in conjunction with other photographs or recordings. I release and discharge 2Quartz LLC its officers, agents, employees, boards and commissions from any claims and demands arising out of or in connection with the use of such photographs, videos, motion pictures and/or recordings.

This agreement is ongoing and has no expiration date unless there is a specified date listed above. The signing of the terms and conditions shall be considered as a waiver and indemnifies all of the above of any and all claims for any such injury or loss. The undersigned acknowledges and agrees to all of the above and understands that 2Quartz LLC reserves the right to terminate participation at any time.

**I HAVE READ THIS TERMS AND CONDITIONS AND INDEMNITY AGREEMENT AND ASSUMPTION OF THE RISK AND FULLY UNDERSTAND ITS TERMS. I EXPRESSLY ACKNOWLEDGE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

#### **USE OF EQUIPMENT WAIVER**

In consideration of my use of the exercise equipment and facilities provided by 2Quartz LLC

("Quartz"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Quartz and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of Quartz.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge Quartz, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold Quartz harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and wellbeing of my guest and myself. I understand that Quartz does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by Quartz regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that Quartz is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

**I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.**

The Terms and Conditions on this document or on separate pages attached to this Agreement (collectively, the “Conditions”), are incorporated into this Agreement by reference as if set forth herein in full. Licensee represents and warrants to Quartz that it has reviewed and agrees to comply with all of the Conditions.

Payment Terms: Down payment is required to secure all rentals; the balance is due in full minimum 14 days before the first day of the rental on this agreement.

Additional Terms: A security deposit may be required without a COI on file naming 2Quartz LLC and Ryan Villarin as additionally insured.

Licensee shall fully defend, indemnify, and hold harmless Quartz from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of the Licensee, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to Quartz for all legal fees, expenses, and costs incurred by it. Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

The applicant has read and understood all terms and conditions of this agreement hereof. The applicant further represents that the information provided is true and correct. Misstatements, misrepresentations or omissions may cause cancellation, delay or refusal of agreement requests.