

Boiling Springs Youth Athletic Association

Sports Facility User Agreement

This completed and signed user agreement hereby grants permission to and authorizes the "User" to use the desired Recreation facility specifically described in this agreement.

User's Name _____ Phone # _____

Address (no PO Boxes accepted) _____

City _____ State _____ Zip Code _____

Email Address _____ @ _____

Organization/Group Affiliation: _____

("User") to utilize and occupy those areas and facilities of the Boiling Springs Youth Athletic Association ("BSYAA") described below ("Authorized Areas") for the purpose or purposes of: 1. AUTHORIZED AREAS: User shall have the right to use the following described Authorized Areas. BSYAA reserves the right to control all Areas as they deem necessary.

<u>AUTHORIZED or Sport AREAS</u>	<u>Field</u>	<u>DATES</u>	<u>Cost Per Field</u>	<u>Total</u>
1. _____				
2. _____				
3. _____				
4. _____				
5. _____				
6. _____				
7. _____				
8. _____				
9. _____				
10. _____				

TOTAL: _____

Rates: Please refer to our BSYAA Field rental Fee's document for our most recent approved rates.

Concessions: No concessions is available in our concessions areas, we will provide concessions if they are needed.

Parking: No fee will be charged for parking

COMPLIANCE WITH REGULATIONS: User, its officers, agents and/or employees shall comply with all rules and regulations governing the use and occupancy of Authorized Areas, as well as all applicable Federal, State and Local laws, ordinances and regulations.

RESTRICTION(S) ON USE: User shall not use or allow the Authorized Areas

- A).to be defaced or damaged and not to drive, or permit others to drive, outside of designated areas located therein,
- B).to be altered in any way.

CLEANLINESS AND WASTE: User shall keep, or cause to be kept, the Authorized Areas, driveways, adjacent thereto, and at all times, in a neat, clean and sanitary condition, and shall neither commit, nor permit, any waste or nuisance thereon. In User's failure to do so, BSYAA may have such areas cleaned and charge User the cost(s) thereof.

DEFAULT OF USER: It is agreed that if User should fail, neglect and/or refuse to keep and perform any of the covenants, conditions or agreements contained in this Agreement, BSYAA may cause this agreement to be terminated, without liability to BSYAA, and without releasing User from its liability to the full amount of rent or fees provided herein.

INTERRUPTION OR TERMINATION OF EVENT: BSYAA shall retain the right to cause an interruption of any event, in the interest of public safety, and to likewise cause the termination of such event(s) when, in sole judgment of BSYAA, such act is necessary in the interest of public safety.

PAYMENT FOR DAMAGES: User agrees to pay for any and all damages of whatever origin or nature, which may occur to the Authorized Areas, or any other parts thereof, as a direct result of User's use of the facility for User's event(s), during the term of this agreement. User agrees to pay for any and all costs incurred by BSYAA for the repair, replacement and/or restoration of those areas, to a condition equal to that which existed at the time this agreement became effective. User agrees to pay for any damages caused during the event, no later than ten (10) days after close of event(s). If it is determined that the facility, or parts thereof, have been damaged as a result of the User's activities, BSYAA will provide to User detailed billing, accounting for all repairs, replacements and/or restoration costs when such work has been completed.

INDEMNITY: User shall defend and indemnify BSYAA, their officers, agents and employees, while acting within the scope of its duties, from and against any and all actions, suits, proceedings, claims and demands, including attorney's fees and court costs, expense(s) and liabilities of any kind or nature whatsoever ("Claims") for injury to or death of person(s) or damage to property which may be brought and/or filed against, imposed upon or sustained by BSYAA, their officers, agents or employees, based upon or arising out of:

- A.** Any act or omission by User, User's officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon the Authorized Areas, with the express or implied invitation of User;
- B.** Any violation by User, User's officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon the Authorized Areas, with the express or implied invitation of User;
- C.** The use or occupancy of the Authorized Areas by User, User's officers, agents, employees, contractors, patrons, guests, licensees, invitees, or any other person(s) entering upon Authorized Areas, with the express or implied invitation of User. This indemnity shall not include claims based upon, or arising out of, the sole negligence, gross negligence, or willful misconduct of BSYAA, their officers, agents and/or employees. Furthermore, this indemnity shall not require payment of a claim(s) by BSYAA, their officers, agents and/or employees, as a condition precedent to the BSYAA's recovery under the same.

FORCE AND EFFECT: This agreement shall not have force and effect unless, and until, BSYAA and User have executed the same, and the original hereof shall have been delivered to BSYAA. User covenants and agrees that full and faithful performance by User of all covenants, conditions and agreements on User's part, to be performed, shall constitute a condition subsequent to the continuance of this agreement.

VEHICLE ACCESS: There will be no vehicle access to the authorized areas by the User. In an emergency situation, emergency vehicles have equipment on board to gain access when needed.

PAYMENT: Shall be made to: Boiling Springs Youth Athletic Association

This signed user agreement hereby grants permission to and authorizes the "User" to conduct games and/or tournament play at BSYAA Facility for a specific purpose and/or area as describe earlier in this agreement. By signing this agreement, both parties hereby enter into a legal and binding agreement.

BSYAA Representative: _____ Date: _____

User Representative _____ Date: _____

Executive Board:

Executive Director has verified that there is no conflict with facilities and that the fields will be available for the above requested dates, and there is no conflict with recreational teams, and that the fields will be available for the above requested dates:

Executive Director: _____ Date: _____

*If the executive director is unavailable, the athletic director can approve in their place. In an emergency.

Athletic Director: _____ Date: _____

Once signed it will need to got the Board of Directors for approval, they can do a unanimous written consent electronically, or they will have to meet to approve. The Secretary will report to the executive director for approval.

Approval: Y/N