

**Schuyler Sports Complex, LLC**  
**Facility Use Agreement**

**TO BE COMPLETED BY LICENSEE:**

Licensee's Name: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Team or Organization (if applicable): \_\_\_\_\_ Sport / Use of Space: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**TO BE COMPLETED BY SCHUYLER SPORTS COMPLEX, LLC:**

License Date(s): \_\_\_\_\_ License Time(s): \_\_\_\_\_

License Fee Amount: \_\_\_\_\_ per \_\_\_\_\_ Security Deposit Amount: \_\_\_\_\_

Effective Date of Agreement: \_\_\_\_\_

Portion of Premises and Use of Equipment Licensed: \_\_\_\_\_

\_\_\_\_\_

Maximum Number of Participants (including Licensee and all other invitees): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**FACILITY USE AGREEMENT TERMS AND CONDITIONS:**

1. License Grant. Subject to the terms of this Facility Use Agreement (this "Agreement"), payment in full by the licensee identified above (the "Licensee"), and Licensee and all invitees delivering completed and signed Schuyler Sports Complex, LLC Participation Agreement and Waiver and Release forms (the "Waivers"), Schuyler Sports Complex, LLC ("SSC") agrees that Licensee and Licensee's invitees (subject to the maximum number as identified above) may use the space and equipment identified above at and for the time periods indicated above.

2. Use Restrictions. Licensee's and the invitees' use of the space shall be limited to those areas and activities specified above in this Agreement. Licensee and the invitees may use the space and equipment solely for their normal and intended purposes. Licensee shall at all times supervise all invitees, and shall immediately end any impermissible use of the space and/or equipment. Licensee shall use, and shall require all invitees to use, all space and equipment in a safe, careful and responsible manner, in compliance with all applicable policies, procedures, rules, guidelines, postage signage and requirements of SSC relating to the use and occupancy of the space and use of the equipment, and in compliance with all applicable federal, state and local laws and regulations. Licensee agrees to, and shall require all invitees to, maintain the space and equipment in as good order and condition as it was prior to Licensee's use. No equipment may be removed from the premises for any reason. Licensee agrees not to, and shall require all invitees not to, commit or allow to be committed any waste or nuisance in or about the space or equipment, or subject the space or equipment to any use that would damage the space or equipment. If Licensee or its invitees use the space or equipment beyond the agreed time period, Licensee shall be liable to SSC

in an amount equal to SSC's then-current late space/equipment return fee. Licensee shall be responsible for any breach of the provisions of this Section 2, whether by Licensee or Licensee's invitees.

3. Termination. The term of this Agreement will begin on the Effective Date and, unless sooner terminated as set forth herein, expire at the conclusion of Licensee's use of the space and equipment on the latest date as set forth under "License Date" above. Upon expiration or termination, Licensee's right to use the space and equipment under this Agreement will automatically expire. This Agreement may be terminated and the license granted hereunder revoked at any time prior to expiration of this Agreement as follows: (a) by SSC upon no less than 7 days' notice (provided that SSC shall not be liable for any termination or cancellation notice given with less than 7 days' notice if the reason for the termination or cancellation is due to emergency, exigent or other circumstances beyond SSC's control), or (b) by SSC for any breach of this Agreement by Licensee or its invitees or Licensee's or its invitees' failure to perform any obligations hereunder. The expiration or termination of this Agreement and revocation of the license granted hereunder shall not relieve Licensee of any liabilities or obligations which accrued prior to the effective date of expiration or termination.

4. License Fee and Security Deposit. Licensee shall pay fifty percent (50%) of the License Fee Amount and the Security Deposit upon execution of this Agreement, and the remaining fifty percent (50%) prior to first use of the space and/or equipment. The fifty percent (50%) paid on execution of this Agreement is non-refundable and shall be deemed earned by SSC whether or not Licensee actually uses the space. The Security Deposit will, at the discretion of SSC, be forfeited or reduced if: (a) the clean-up of the space and equipment is unacceptable; (b) the space or equipment or any portion thereof is damaged, removed, or destroyed by acts or omissions of the Licensee or the invitees; or (c) Licensee fails to comply with any other obligation under this Agreement. Any forfeiture or reduction of the Security Deposit shall not limit SSC's remedies or ability to fully recover all damages sustained.

5. Supervision and Control of Invitees. Without limiting Licensee's obligations under this Agreement, Licensee covenants and agrees that all invitees are under the direct and complete supervision and control of Licensee. Licensee agrees to be fully responsible for the actions and behavior of invitees and Licensee further agrees to provide sufficient supervision of minors and agrees that SSC has no responsibility with respect thereto. In addition to the Waivers, Licensee will obtain all necessary consent forms and will be responsible for the care of a minor in case of an emergency. The terms and conditions of this Agreement do not require SSC to relinquish its control of its premises, space or services to Licensee. SSC retains the right to require Licensee or any of the invitees to leave the premises if SSC determines that circumstances require it. SSC assumes no responsibility for loss or theft of personal property, or damage to personal property of Licensee or any invitees.

6. Alterations; Loss or Damage to Facilities. Licensee shall not and shall cause the invitees to not alter the space or premises in any manner. In no event shall any of Licensee's or the invitees' equipment or items cause damage to the space, premises or equipment. Licensee shall return the space and equipment and any adjacent areas incidentally used by Licensee or invitees to same condition as at the commencement of this Agreement, and Licensee shall be liable for all damages thereto. Specifically, Licensee shall be responsible for the clean-up of all facilities used by Licensee and invitees, the removal of all equipment and other permitted items brought to the premises, and the removal or placement of all trash and debris in the appropriate receptacles.

7. Prohibited Items. Licensee shall not, and shall cause all invitees to not, bring or use the following onto the premises: (a) weapons, (b) unsafe or unfit equipment, (c) equipment which is not necessary or approved for the activity for which the space is to be used, (d) alcoholic beverages or illegal drugs, (e) tobacco, tobacco products or vaping products, and (f) food or beverages other than water in clear, non-glass containers or food or beverages purchased at the premises.

8. Ingress/Egress. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to the premises and space shall be kept unobstructed by Licensee and invitees and shall not be used for any purpose other than ingress or egress to and from the premises and space by Licensee and invitees.

9. Compliance with Laws and Rules. Licensee shall comply, and shall cause the invitees to comply, with all federal, state and local laws, rules, regulations, codes, ordinances and other legal requirements while using the space and equipment and all rules adopted by SSC (including, but not limited to, all postage signage) for the use of the

premises, space and equipment, all of which shall be subject to change from time to time in SSC's sole discretion, including, but not limited to, the following:

- (a) \_\_\_\_\_
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

**[Insert critical rules here. Such rules might include those specific to use of batting cages, necessary safety equipment (e.g., helmet in batting cages), age restrictions, prohibited / required clothing or footwear for use of turf or other, no phones in locker room or changing areas (if you have them), etc.]**

10. SSC's Right to Reschedule. SSC reserves the right, in its sole discretion, to delay, postpone or cancel any use or activity to be conducted at the space under this Agreement. In such event, SSC shall consult with Licensee and reschedule the contracted for period of use. Licensee's sole remedy in the event of any delay, postponement or cancelation shall be to reschedule the period of use to a later date or dates.

11. No Emergency or Security Services. Licensee acknowledges and agrees that SSC will not provide and shall have no duty to provide any security or emergency medical services for or on behalf of Licensee or Licensee's invitees. Licensee agrees and acknowledges that even if from time to time SSC provides security or emergency medical response services for its own benefit, those services cannot be relied upon by Licensee and shall not constitute a waiver of, or in any manner modify, the above agreement. Licensee hereby releases SSC and the Indemnified Parties (defined below) from and waives any and all claims, causes of action and damages Licensee or its invitees may have in the future, and agrees not to sue the Indemnified Parties for any such claims, causes of action or damages, which may arise out of lack or failure of security or emergency medical services.

12. Indemnification. Licensee covenants and agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless SSC and its members, officers, administrators, directors, coaches and other employees, agents, sponsors, advertisers, lessors, successors and assigns (the "Indemnified Parties") from and against any and all liabilities, damages, expenses, causes of action, suits, judgments and claims of any nature arising out of or in any manner, including, but not limited to, those connected with injury or death to persons and/or damage to or loss of any property, which are caused by, result from, or arise out of: (a) Licensee's or its invitees' use of and access to the premises, space and/or equipment, (b) Licensee's or its invitees' acts or omissions, (c) Licensee's or its invitees' coaching, instructing, observing, assisting and/or participation of, with or in any sports or activities and/or use of the space and/or equipment, or (d) the breach of any term, provision, obligation, representation or warranty of this Agreement by Licensee or its invitees. This Section shall survive the expiration or termination of this Agreement.

13. No Lease. This Agreement is a license and not a lease, does not create an interest or right in real or personal property, and may be terminated by SSC as set forth above.

14. Independent Contractors. SSC and Licensee shall be independent contractors. Neither party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its negligent or intentional act or omission. Personnel utilized by Licensee in connection with any use of the space and/or equipment by Licensee or its invitees, whether as Licensee's employees, contractors or volunteers, shall not be considered employees or contractors of SSC. Licensee assumes full responsibility for the actions of Licensee's invitees and personnel, and is solely responsible for their supervision, direction and control, and compensation and benefits.

15. NO WARRANTIES. LICENSEE ACCEPTS THE SPACE AND EQUIPMENT IN "AS IS, WHERE IS, AND AS AVAILABLE" CONDITION, WITHOUT WARRANTY. TO THE FULLEST EXTENT PERMITTED BY LAW, SSC MAKES NO AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES, SPACE AND EQUIPMENT AND THEIR USE, INCLUDING, BUT NOT LIMITED TO, THE CONDITION AND RELIABILITY OF THE SAME AND THE SUITABILITY OR FITNESS OF THE SAME FOR LICENSEE'S INTENDED PURPOSES.

16. Governing Law; Venue; Attorneys' Fees. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York without regard to any conflict of law principles. Licensee for itself and on behalf of its invitees irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of New York and of the United States, in each case located within the geographic boundaries of the U.S. District

Court for the Northern District of New York for any litigation arising out of or relating to this Agreement. In the case of any litigation arising out of, or in connection with, this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and expenses in addition to any other relief available at law or in equity.

17. Assignment or Subletting. This Agreement may not be assigned by Licensee nor may the space or equipment be subleased by Licensee or used by anyone other than Licensee and its invitees without SSC's prior written approval. Any assignment or sublease in violation of the preceding sentence shall be void.

18. Amendment or Waiver. This Agreement may only be amended by a writing signed by Licensee and SSC. No provision of this Agreement shall be deemed waived except by a writing signed by the party waiving its rights.

19. Binding Effect. This Agreement shall be binding on each party's legal representatives, personal representatives, heirs, successors and permitted assigns.

20. Entire Agreement. This Agreement, together with the Waivers, represents the entire agreement and understanding between SSC and Licensee and supersedes all prior agreements and understandings regarding the subject matter.

21. Severability. If any portion or portions of this Agreement or the Waivers shall be for any reason invalid or unenforceable, the remaining portion or portions shall nevertheless be valid, enforceable and carried into effect, unless to do so would clearly violate the present valid and legal intention of the parties.

22. Authority. The Licensee, or the individual signing below on behalf of Licensee, as applicable, hereby represents and warrants that he or she is at least eighteen (18) years old, has the authority to and is duly authorized to execute and deliver this Agreement on behalf of Licensee, and that this Agreement is binding upon Licensee in accordance with its terms.

BY SIGNING BELOW, LICENSEE ACKNOWLEDGES THAT LICENSEE HAS READ, UNDERSTANDS AND AGREES TO THE TERMS OF THIS AGREEMENT.

Licensee's Signature: \_\_\_\_\_

Print Licensee's Name: \_\_\_\_\_

Date: \_\_\_\_\_