



PREMISES RENTAL AGREEMENT

This Premises Rental Agreement (Agreement), is made effective as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (Effective Date) by and between FUNdamental Athletics Academy (Company), its successors and/or assigns, and \_\_\_\_\_, an individual and/or organization ("Renter", and collectively, the "Parties").

**Background:**

- A. Company is located at 8400 Cody Dr. Suite K (Premises).
- B. Company is engaged in the business of indoor sports, fitness and other sports related activities.

C. Renter/Individual/Organization Billing Information

Name of Individual/Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone No: \_\_\_\_\_ Alt Phone No: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alt Email: \_\_\_\_\_

**Terms & Conditions of Contract:**

When this Agreement is signed by both Parties, the Company seeks to offer the Renter rental space on the terms in this Agreement, which Renter is willing to accept. Renter understands and acknowledges that the Renter is contracted for a specified period of time and that the contract with the Company can be terminated at any time for any reason with a 30 day notice in writing from the Renter. The Renter also agrees to provide signed Release and Waiver forms for all participant team members prior to using the Premises. For good and valuable consideration, the parties agree:



**Rental Information**

**Activity:** \_\_\_\_\_ **Date(s):** \_\_\_\_\_

(Attach Page if necessary for multiple Dates)

**Area:** (Please Circle): Court, Large Turf, Small Turf, Batting Tunnel, Baseball Turf (includes all 4 tunnels with moveable nets) Conference Room, Locker Room, Other \_\_\_\_\_

**Total Number of Rental Space Hours provided during term of contract** \_\_\_\_\_

**Days of Week:** \_\_\_\_\_ **Time(s):** \_\_\_\_\_

(Attach Page if necessary for multiple dates) (Attach Page if necessary for multiple times)

**Deposit:** \_\_\_\_\_ (50% of total Rental Space Hours during term of contract) The deposit must be paid to the Company upon the execution of this Agreement and will reserve the requested space/spaces defined in this agreement.

**Rental Fee:** \_\_\_\_\_  
\_\_\_\_\_

The Monthly Rental Fee is due in full by the first of every month if multiple months are committed to in this agreement and/or in full for agreements less than one month in length. If Renter fails to pay the full Rental Fee by the Payment Due Date, the Company shall have the right to revoke the assigned date(s)/time(s) and to keep the full amount of the Rental Deposit.

**Other Fees:** Storage Fees: \_\_\_\_\_ Other Fee(s): \_\_\_\_\_

**Cancellations:** The Company agrees that the facility will be in operating order and will not cancel for any reason, with the exception of power outage or other acts and/or circumstances that render the facility unusable.

- Cancellations more than 2 weeks in advance of rental date will result in a refund of 50% of the deposit
- Cancellations less than 2 weeks in advance of the rental date will result in no refund of the deposit
- Cancellations with less than 48 hours notice will result in no refund of deposit and full charge for facility rental.

**Food & Beverage:** No food or beverage may be brought into the building, with the exception of one water bottle. Renters nor guests, invitees, or others under this term of use may not bring

food or beverage of any kind into the Facility. Renter agrees that this will be made known to guests, teams, fans, and all others that may attend the event assigned.

**Condition of Premises:** The space shall be provided as-is, and the Company makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or 3 similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, the Company shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse the Company for any such repairs within 30 days of receipt of the Company's written request for reimbursement and such request shall be accompanied by written verification of the amount of the expenses incurred.

**Indemnification:**

Renter hereby indemnifies and holds harmless Company, its employees, officers, directors, and owners from any damages, actions, suits, claims or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts of omissions on the part of Renter, its employees, officers, directors, independent contractors, representatives, assigns, guests, patrons or invitees or other agents. Renter shall notify Company of any damage or injury of which it has knowledge in, to, or near the Premise, regardless of the cause of such damage or injury.

**Insurance.** User has, and shall maintain throughout the term of this Agreement, general liability insurance, naming Owner as an "additional insured," in an amount of coverage not less than \$1,000,000 per occurrence, including personal injury and property damage. Prior to the use of the Property, User agrees to deliver to Owner a certificate of insurance by an insurance company satisfactory to Owner, which names Owner as an additional insured and provides that the insurance company must provide the Owner with at least ten (10) days prior written notice of any cancellation or reduction in coverage.

**Permitted Use:** Renter is authorized pursuant to this Agreement to use the Space to hold the Event or activity for no other purpose, unless Company gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in a manner that may render the insurance for the Space or upon any of Company's property void, or which may result in increased insurance premiums for Company with respect to the Space or any other of Company's property.

**External Items:** All external rental items and equipment, and personal items of the Renter or guests should be removed at the end of the rental period. FUNdamental Athletics Academy is not responsible for equipment and personal items of the Renter or guests. No items will be stored at FAA without agreed upon storage terms.

**Signs, Tape, Decorations:** Signs and decorations may be used during the rental period with permission of Company (painters tape only on floors and walls). Damage to walls or additional expense for cleaning floors or walls will be applied toward deposit.

**Compliance with Laws:** Renter shall use the Space according to the permitted uses set forth and within local, state and federal laws and regulations. Renter hereby indemnifies the Company, its owners, employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

#### **Force Majeure**

In the event that the Company is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"), 4 at no extra charge to Renter. If Renter selects an Alternate Event Date for the purposes of this Agreement, all obligations, rights, duties, and privileges as set forth in this Agreement, shall remain binding on the Parties. If Renter and Company cannot agree upon an Alternate Event Date within 30 days of the original Event Date, the Company shall refund to Renter the full amount of the Rental Fee/Fees (including the full Deposit). In neither case shall Company be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee/Fees and deposit) arising out of a rescheduling or cancellation of the Event.

#### **Revocation**

Company shall have the right to revoke the use of space at any time prior to the Event Date, provided it gives Renter a 30 day written notice of revocation. In the event that Company revokes the space prior to the Event for reasons other than nonpayment of fees or breach of the Agreement by Renter, the Company shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

#### **Headings**

The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

**Entire Agreement:** This Agreement constitutes the entire agreement between Renter and the Company, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.



IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Renter

FUNdamental Athletics Academy

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title