



BCPWAA FACILITY & SERVICES AGREEMENT

THIS AGREEMENT is entered into on 2-25-2021 between Boone County Pee Wee Athletic Association (BCPWAA) and Boone County Baseball & Softball.

1. **Facilities Rental Period.** The BCPWAA will provide the Renter access to The Stehlin Turf Field and access to the restrooms, for the period March 1, 2021 to March 31, 2021. Baseball - Tuesday & Thursday 3-5pm
2. **USE.** The Renter agrees to use the facilities for the following purpose only: Softball - Monday & Wednesday 3-5pm.

The BCPWAA reserves the right to substitute comparable facilities for those or portions of those designated as the Facilities in the exercise of its reasonable discretion. The Renter also agrees not to in any way alter the Facilities, relocate BCPWAA property or affix any items (poster, streamers, etc.) to the walls, ceilings, floors, steps or banisters of the Facilities without the express approval of the BCPWAA. The Renter must have and identify for the BCPWAA an official liaison at the Facilities at all times during the Event. This person will be the liaison between BCPWAA and the Renter.

3. **Rules of Conduct.** The Renter acknowledges receipt of the BCPWAA rules of conduct for the Facilities, a copy of which is attached as Exhibit B ("Rules of Conduct").
4. **Fees.** For the right to use the Facilities & Services, the Renter agrees to pay the BCPWAA the total sum of Boone Baseball \$500 / Boone Softball \$500

TO execute this agreement & signed contract, insurance and payment of Total \$1000.00 must be made by _____.

The following payment schedule to be followed as stated:

~~\$ _____ due on _____.~~
~~\$ _____ due on _____.~~
~~\$ _____ due on _____.~~

The payment schedule stated above must be maintained for this Agreement to remain in effect. Any additional amounts due for extra services provided or damage and incidental charges shall be paid within ten (10) days of the receipt of the BCPWAA Invoice statement by the Renter. Unless specified in writing, an early completion of the Event and departure from the Facilities by the Renter will not result in a refund of any portion of the Total Fee.

5. **Insurance and Indemnity.** The Renter agrees to maintain through the Event liability insurance in the amount of \$500,000.00. The Renter shall obtain and furnish a certificate of liability insurance seven days prior to the Event naming the Boone County Pee Wee Athletic Association

as an additional insured. The Renter agrees to reimburse the BCPWAA for any injury or damage to any participant in the Event or the property of the Renter or any participant arising from any cause other than the gross negligence of the BCPWAA. The Renter agrees to defend, indemnify and hold the BCPWAA harmless from any claim arising from any injury or damage caused to any person or property at the BCPWAA due to the acts or omissions of the Renter or its participants that occurs at the BCPWAA.

6. **Medical Treatment of Minors.** The Renter must obtain and keep on file for all participants who are minors forms consenting to emergency medical treatment properly executed by a parent or guardian. Each such form must contain the name, address, emergency phone number, medical insurance information and copy of medical insurance card for each participant who is a minor.
7. **Supervision.** The Renter shall provide counselors for supervision of minors who are participants. The BCPWAA shall determine, in the exercise of its sole discretion, the number of counselors required for the Event based on the nature of the Event and the number and age of the minor participants. This list must be forwarded to the conference coordinator seven (7) days in advance of the group's arrival at the facility.
8. **Serving of Alcohol.** The Renter **WILL NOT** serve or allow consumption of alcoholic beverages. Violation of this clause shall be grounds for termination of the contract.
9. **Use of BCPWAA Name or Likeness.** Boone County Pee Wee Athletic Association reserves the right to review and approve ANY utilization of the name or visual representation of the BCPWAA prior to use. This includes any and all print and/or electronic production or publication and use and placement of signage on the BCPWAA property. Violation of this clause shall be grounds for termination of the contract.
10. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Kentucky. No PETS, No Smoking inside the gated area (smoke in parking lot), must empty all trash containers and clean up.

DATED: _____

Boone County Pee Wee Athletic Association

P.O. Box 141

Florence, KY 41022

BY: _____

Printed Name:

Title: President

Phone: (859) 743-0722

Renter

BY: _____