

KICK CITY Rental Agreement

1650 28TH Street, Springfield OR. 97477

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www.kickcity.com

1. This Facility Rental Agreement (hereinafter, the "Agreement") is made between Kick City (hereinafter, the "Owner") and the User (listed below in "User's Legal Name")

User's Legal Name: _____

Other Trade Name (if any): _____

Contact Name: _____

Mailing Address: _____

Billing Address: _____

Phone: _____ **E-Mail:** _____

2. **Property Subject to Rental** (the "Property"):

Description of Property being rented (Field, Entire Facility, Party Room, Batting Cages etc.):

Owner warrants that the Property shall be provided at the inception of this Agreement to User in clean and fully functional order. Should the Property, upon termination of this Agreement, be returned to Owner in any less clean or functional condition (excepting normal wear and tear), User shall be assessed a fee consistent with the costs of maintenance, repair and damages, if any, unless arising as a direct result of Owner's act or omission.

3. **Date(s) and Time(s) of Rental**

Date(s) of Rental	Time(s) of Rental	Rate per Hour	Total
Total Amount Due (nonrefundable)			

This Agreement shall become effective upon the date first set forth above and terminate upon the end of the period set forth directly above. The total rent must be paid in full by the User prior to the use of the facility. The parties agree that this Agreement will automatically and immediately terminate should the User's payment(s) fail to clear the Owner's banking institution (e.g., for insufficient funds). Rental rates are subject to change.

4. **Purpose and Nature of use:** _____

Expected Attendance: _____ **Open to Public:** Yes/No

5. **Facility Rules.** User and User's participants, employees and other third parties (other than the Owner), who may enter the Facility or the Property during the Rental Period, agree to abide by the rules of the Facility. All User's participants likely to engage in physical activities at the Facility will sign the Facility's Waiver Form.

6. 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.

7. Indemnification. The User assumes and agrees to be fully and exclusively responsible for the safety of the persons and property of all participants in the events during the Rental Period, including, without limitation, employees, participants, associates, guests, spectators and any members of the public in attendance at any of the events being held by the User at the facility. The User shall defend, indemnify, and hold the Owner, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys’ fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the User, its officers, agents, employees, participants, associates, guests, spectators and any members of the public in attendance at any of the events being held by the User at the facility.

The undersigned parties each acknowledge that they are authorized to enter into this Agreement, they have read all of its terms and conditions, and they understand and agree to abide by the rules and guidelines set forth.

User: _____ Facility/Owner: _____

By: _____ By: _____
Signature Signature

Print Name: _____ Print Name: _____
Date: _____ Date: _____

OFFICE USE ONLY:	
Total Amount Due: \$ _____	Received By: _____
Payment Method: Visa MC Cash Check# _____	Other: _____
Entered in Computer: Yes No	