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TOTAL SOCCER ARENA Rental Agreement

1. This Facility Rental Agreement (hereinafter, the “Agreement”) is made by and between Soccer Dome PGC, LLC d/b/a Total Soccer Arena (hereinafter, the “Owner” or “Total Soccer Arena”) and the User (listed below in “User’s Legal Name”). The term “User” shall hereinafter include all of User’s officers, agents, employees, team-mates, invitees, guests, participants and anyone associated with User or anyone entering the Facility (as defined below) in part because of User’s activities.

User’s Legal Name: _____

Other Trade Name (if any): _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

Website: _____ E-Mail: _____

2. Property Subject to Rental (the “Facility”):

User hereby agrees to a temporary license to utilize and use the Total Soccer Arena’s Facility consisting of the following: _____ (hereinafter “Facility”) for the duration(s), purpose(s), and time(s) set forth below. Total Soccer Arena hereby agrees to allow User to use the Facility for engaging in a permitted lawful activity. User shall be solely responsible for all acts, conduct, omissions, and behaviors of all of its guests, invitees, and participants. User shall be responsible for providing a written document containing the name, address, and accessible cell phone number for a person who has in charge or (or the manager of) the User’s activities. User shall warrant that it shall have an on-site supervisor with whom Total Soccer Arena may discuss issues concerning User’s compliance with this Agreement. Should it appear in Total Soccer Arena’s absolute and sole discretion that User or any of User’s guests, invitees, participants or agents are acting in any manner which would impair the safety or enjoyment of others at the Total Soccer Arena Area property, Total Soccer Arena shall have complete and unfettered discretion to take any action it deems appropriate including but not limited to removal of any individual or groups, contacting law enforcement, or cancelling this Agreement and retention of any deposit. Owner provides the use of the Facility, subject to the terms in this Agreement, on an “AS IS” basis with absolutely no warranties of any kind or any purposes. If User, any of its invitees, guests, licensees, or participants desire any type of warranty, guaranty, or assurance concerning the Property, User is requested not to utilize the facility. User shall be solely responsible for confirming that the Facility is suitable for its purposes prior to taking possession. User shall surrender the Facility at the end of the rental period in the same condition in which it was received. In the event repairs or cleaning are required due to damage or condition other than ordinary wear and tear, User shall reimburse Owner for all such cleaning/repair/maintenance fees and costs (including Owner labor and overhead). User acknowledges that the Facility may host multiple events and that common areas may be shared with other users and events.
Deposit: \$ _____. The deposit must be paid upon execution of this Agreement. In the event User cancels the use of the Facility within 30 days of the first date of rental noted below, the deposit will be forfeited as a cancellation fee. Absent a cancellation, the Deposit shall be applied against the rental fees and cleaning/repair/maintenance fees and costs, in Owner’s sole and absolute discretion.



3. Date(s), (“Event Date”), Time(s), and Purpose of Rental

Date(s) of Rental	Time(s) of Rental	Purpose of Use	Rate per hour	Total
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			\$	\$
			Total amount Due (nonrefundable)	\$

This Agreement shall become effective upon execution by Owner and User. The total rent must be paid in full by the User prior to the use of the Facility. The parties agree that the User’s right to use the Facility 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: The Facility may only be used for the stated purpose.

5. Expected Attendance: Open to Public: Yes/No

6. Facility Rules. Facility Rules. User warrants that it will insure that User, its officers, agents, employees, participants, associates, invitees, guests, spectators and any members of the public (“User Participants”) attending the Event or during the Rental Period, shall be aware of and abide by the rules of Soccer Dome PGC, LLC d/b/a Total Soccer Arena. User hereby acknowledges by its signature that it has received a copy of all such Rules. All User participants participating in physical activities at the Facility must sign the Facility’s Waiver Form. User shall insure that all User Participants conduct themselves appropriately and shall remove or exclude any User Participant who is disruptive to the Event or poses a threat to the safe operation of the Facility or Property. In the event User fails to do so, Owner may, but shall not have the obligation to, remove or exclude such person(s).

7. Facility Unavailability. In the event that Owner is unable to make the Facility available on the Event Date for any reason whatsoever, User shall have the option of choosing an alternate date mutually agreeable to Owner and User or receiving a refund of the Rental Deposit as its sole and exclusive remedy. In no event shall Owner be responsible for any costs or damages of any kind whatsoever, arising out of a rescheduled or cancelled event.

8. Insurance. As a condition of this Agreement, 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. In Addition, if the User’s activities are sports/recreation related, liability coverage must INCLUDE “Participant Legal Liability” or “Claims Made by Athletic Participants”.

9. Indemnification. The User assumes and agrees to be fully and exclusively responsible for the safety and conduct of the persons and property of all participants in the events during the Rental Period and until all persons associated with the User has left the Total Soccer Arena premises. User shall indemnify and be responsible for all of User’s employees, participants, associates, invitees, 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 of any kind of type including but not limited to injury or damages, property damage or loss arising out of the performance of this Agreement or User’s use of the Facility or User’s presence at Total Soccer Arena’s property.



10. Medical Assistance Not Provided. The Facility does not have or provide medical staff or assistance. User shall be solely responsible for insuring that it arranges for such care in the event it is needed.

11. Attorney's Fees. The prevailing party in any action to enforce or construe this Agreement shall be entitled to recover its attorney's fees and court costs.

12. Non-Compliance with Agreement: In addition to any remedies at law and equity, Owner shall have the absolute right to retain all or any portion of the Deposit that Owner deems appropriate in the event that User has failed or fails to comply with all terms of this Agreement.

13. Other Provisions:

a. No duty or obligation whatsoever shall be imposed on Owner by anything contained in this Agreement – nor does this Agreement or any provision therein or herein confer any right or entitlement whatsoever to the User or any other party.

b. User agrees to be responsible for insuring that all of User's guests, invitees, employees, participants, and agents are safe, secure, and pose no danger to themselves or others by participating in, observing, or engaging in any activity at the Facility. User agrees to resolve any claims of any kind that are initiated by any of User's agents, guests, employees, heirs, assigns, participants, or third parties resulting from anything to do with or participation in or at the Facility.

c. You are urged to have your own legal counsel review this document prior to signing.

d. The signatory of this Agreement, on behalf of any entity, hereby affirm and certify that the signatory has the requisite actual authority to enter into this Agreement on behalf of such entity and that Total Soccer Arena is relying upon such authority.

14. Severability: If any portion of this Agreement is deemed to be unlawful, illegal, void against public policy or otherwise unenforceable by law for any reason, then only said portion, part or term of this Agreement that is unlawful, illegal, void against public policy or otherwise unenforceable shall be struck and the remaining portions of this Agreement shall remain in full force and effect.

15. Counter-parts: This Agreement may be executed in counter-parts. In order to enforce the terms of this Agreement, it shall not be necessary to have the original fully executed document. A fully executed copy shall suffice and have the legal effect of an original. This includes copies by facsimile. The authenticity, admissibility, and enforceability of the document shall not be challenged by virtue of not having the original.

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's printed name: Soccer Dome PGC, LLC d/b/a Total Soccer Arena

User's Signature: _____ Representative's Signature: _____

Date: _____ Date: _____