



# Terms and Conditions

This Facility Use Agreement ("Agreement") is between Ladera Sports Center, LLC ("LSC") and the party indicated below as "Licensee" for the Ladera Sports Center facility located at 2 Terrace Road, Ladera Ranch, California 92694 ("Facility").

Licensee: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Purpose of Facility Use: \_\_\_\_\_

Portion of Facility to Be Used:      Volleyball Courts      Basketball Courts

Rental Start Date: \_\_\_\_\_ Rental End Date: \_\_\_\_\_

Day(s) of usage:

Monday      Tuesday      Wednesday      Thursday      Friday      Saturday      Sunday

Rental Start Time: \_\_\_\_\_ Rental End Time: \_\_\_\_\_

Number of Courts:      1      2      3      4      5      6      7      8

Estimated Attendance: \_\_\_\_\_

Usage Fee: \$ \_\_\_\_\_ per:      Hour      Day      Week      Month

Total Amount Due: \$ \_\_\_\_\_ Down Payment: \$ \_\_\_\_\_ Security Deposit: \$ \_\_\_\_\_

Payment Terms: \_\_\_\_\_

Additional Terms: \_\_\_\_\_

**Licensor**

Ladera Sports Center, LLC

By: Ladera Sports Center Manager, LLC

By: \_\_\_\_\_  
H. Michael Schwartz, Manager

**Licensee**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



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**License to Use Facility:** LSC hereby grants a revocable license to Licensee to use a portion or portions of the Facility, subject to all of the terms and conditions of this Agreement. For purposes of this Agreement the term Facility shall also include any parking areas (subject to and upon payment of parking fees which will be paid directly to LSC. See Parking section below for further clarification) driveways, sidewalks, hallways, lobbies, restrooms and other common areas of the Facility used by the Licensee, its employees, officers, members, guests, clients, customers, participants, contractors, agents and invitees ("Licensee Parties").

**Use of the Facility:** The Facility shall be used solely for the purpose described in this Agreement and for no other purpose. In addition, Licensee shall not use the Facility or permit any of the Licensee Parties to use the Facility in any manner that (i) is unlawful or unsafe, (ii) violates the zoning regulations, insurance requirements or building codes applicable to the Facility, or (iii) otherwise interferes with the use of the Facility by others or adversely affects the reputation or standing of LSC or the Facility. Licensee shall not, and shall not permit any of its Licensee Parties, to bring any outside food or beverage items into the Facility.

**Period of Use of the Facility:** The Facility shall only be used on the date or dates and at the time or times specified in this Agreement and on no other dates or times unless LSC expressly agrees otherwise in writing.

**Payment for Use of the Facility:**

1. As consideration to LSC for allowing Licensee to use the Facility in accordance with this Agreement, Licensee shall pay to LSC the down payment ("Down Payment") and usage fee ("Usage Fee") specified in this Agreement. The Down Payment shall be due and payable upon Licensee's execution of this Agreement and shall be applied in partial payment of the Usage Fee. The balance of the Usage Fee shall be payable as and when provided in this Agreement and if not so provided, on or before the date Licensee commences its use of the Facility.
2. In addition to the Down Payment and the Usage Fee, Licensee shall pay LSC a security deposit in the amount specified in this Agreement (the "Security Deposit"). The Security Deposit shall be due and payable upon Licensee's execution of this Agreement. The Security Deposit may be applied by LSC toward any sums or cost which the Licensee is obligated to pay under this Agreement or as otherwise provided in this Agreement. If Licensee has complied in all respects with this Agreement, LSC shall refund to Licensee the Security Deposit or, if any portion of the Security Deposit has been applied in accordance with this Agreement, the remaining portion of the Security Deposit within two weeks after the last period of use expires. If LSC applies all or any portion of the Security Deposit before the expiration of a period of use, Licensee shall promptly deposit with LSC an amount necessary to restore the Security Deposit to its original amount.

**Cancellation Policy:** In the event that you need to cancel a reservation, then you must contact LSC at least twenty one (21) days prior to your reservation date and time. Any cancellations made less than twenty one (21) days in advance of the reservation date will be charged the full rate and billed to your credit card on file.

**Parking:** LSC shall have unrestricted rights to charge patrons for parking at all events hosted at the Facility and retain the revenue.

**Maintenance of the Facility:**

1. At all times during the period of use, Licensee shall maintain the condition of the Facility as when LSC made them available to Licensee and shall keep the facility neat, clean, sanitary and in a safe condition. Licensee shall not damage or cause any damage to the Facility and Licensee shall not allow any of the



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Licensee Parties to damage or cause damage to the Facility. In addition, Licensee shall not permit any of the Licensee Parties to make any alterations to the Facility whatsoever nor any Licensee or Licensee Party to decorate or post any signs on any portion of the Facility without the prior written consent of LSC.

2. LSC may monitor and supervise Licensee's use of the Facility at any time during such use. If as the result of such use or other activities of the Licensee or any Licensee Party, LSC determines in its sole discretion that any damage or alteration has occurred to the Facility or any other property of LSC, the Facility or other property of LSC has become unsanitary or unsafe or any additional custodial work is required in order to return to the Facility or other property of LSC to its original condition, whether or not Licensee was negligent in allowing the same to occur, Licensee shall pay LSC for the cost of repairing the damage including replacing any damaged property, remedying the unsanitary or unsafe condition or performing the custodial work, in each case in an amount determined by LSC in its sole discretion as adequate to cover such cost. LSC may apply any Security Deposit toward such cost and Licensee shall pay LSC for all such cost in excess of the Security Deposit upon demand by LSC.
3. If required by LSC, Licensee shall pay a cleaning fee to LSC to cover the cost of cleaning the Facility after the Licensee's use of the Facility or from time to time during each period of use. Such cleaning fee shall be due upon request by LSC.

**No Representation as to Facility:** LSC makes no representation or warrants as to the adequacy or suitability of the Facility for the purposes for which Licensee intends to use it or for any other proposes or as to whether Licensee's use of the Facility will comply with applicable zoning code or other laws, ordinances and regulations. Licensee accepts the Facility in its present condition as is, whereas and with all faults.

### **Supervision and Security:**

1. LSC may provide supervision or security personnel to control the access of persons to the Facility or to monitor or supervise any of the activities occurring at the Facility before, during or after each period of use. Licensee agrees to follow and cause all Licensee Parties to follow the directives of LSC personnel, including security personnel, with regard to use of the Facility (including all parking lot rules and directions).
2. Licensee shall designate in writing to LSC a responsible adult who is in charge of the activities of the Licensee Parties and shall be on site at the Facility at all times, including during arrival and departure, while the Facility is being used. Licensee shall provide adequate adult supervision of and protection for minors present at the Facility. If requested, Licensee shall provide copies of the policies, employee screening measures and training programs used by the Licensees to safeguard the health and well being of participating children and to guard against their exploitation and abuse. No child shall be dropped off at the facility without an adult supervision present. LSC recommends that Licensee provide experienced medical staff and supplies so support and guidance can be offered to athletes in the event of a sprained ankle or other injury.
3. LSC reserves the right to terminate Licensee's right to use the Facility at any time if LSC determines in its sole discretion that such use raises security concerns, creates other hazardous conditions or jeopardizes, in any respect, the safety or security of Licensee, any Licensee Party or any other person. If LSC so terminates Licensee's right to use the Facility, LSC shall return Security Deposit, if any, to the extent not otherwise applied in accordance with this Agreement but shall be entitled to retain the Down Payment and, if previously paid, the balance of the Usage Fee.



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## **Indemnification, Limitation of Liability:**

1. Licensee shall indemnify, defend, protect and hold LSC, its owners, managers, offices, staff, employees, guests, invitees, agents and affiliates (collectively with LSC, the "LSC Parties") harmless from and against any and all damage, claim, liability, cost, or expense including, without limitation, attorneys or other professional fees or every kind and nature, and any injury, death, or damage to any person, property or business (including, without limitation, Licensee, any Licensee Party or their respective properties or businesses), incurred by or claimed against any of the LSC Parties, directly or indirectly as a result of, arising from or in connection with (i) the use or the occupancy of the Facility by Licensee or any of the Licensee Parties, (ii) Licensee's breach of any provision of this Agreement or (iii) any act or omission of the Licensee or any of the Licensee Parties.
2. The LSC Parties shall not be liable to Licensee or any of the Licensee Parties for, and Licensee for itself and for the Licensee Parties, does hereby release the LSC parties from, any liability for any damages or losses, including incidental, indirect or consequential damages, or damages for lost profits, arising from any act or omission by LSC or any LSC Party (other than gross negligence or willful misconduct) or any interruption or delay in usage of the Facility by Licensee regardless of the cause of such interruption or delay and the Licensee hereby expressly waives the right to recover against the LSC Parties for any such damage or loss.

## **Insurance:**

1. Licensee shall at its sole cost and expense, produce, procure and maintain throughout each period of use commercial general liability insurance insuring against claims, demands or actions for bodily injury, death, personal injury and loss or damage to property arising out the use of the Facility by Licensees and the Licensee Parties. Such insurance shall have a combined single limit of not less than one million dollars (\$1,000,000.00) per occurrence and a general aggregate limit of not less than two million dollars (\$2,000,000.00) on an occurrence basis and shall name LSC as an additional insured and include a waiver of subrogation against LSC. All such insurance shall be with an endorsement as LSC may require. Such insurance shall contain an agreement by the insurance company that the policy or policies shall not be canceled without 10 days prior written notice to LSC.
2. On or before the commencement of each period of use, Licensee shall deliver to LSC a certificate of insurance in form satisfactory to LSC confirming the existence of the insurance policy required to be maintained by Licensee and the converge provided by such policy.
3. Licensee shall not conduct or permit any activities or place any equipment in or about the Facility that could violate the terms of LSC's insurance or the insurance required to be obtained by Licensee hereunder, jeopardize any coverage by LSC's insurance or Licensee's insurance or increase the premiums or rates paid by LSC for its insurance.

**No Assignment:** The license for the use of the Facility granted under this Agreement shall not be assigned, encumbered, transferred or sublicensed in part or whole in any way to any other party. Any such assignment, encumbrance, transfer or sublicense shall constitute an Event of Default as hereinafter defined and shall result in immediate termination of such license and all other rights of Licensee hereunder.

**Signs, Marketing and Outside Vendors:** Licensee shall not erect, post any signs, posters, advertisements, notices or invite outside vendors to sell their products at the Facility without LSC's prior written consent, which consent may be withheld or conditioned in the LSC's sole discretion. Outside vendors, if LSC's consent is granted, will be



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charged a \$350 per day rental fee, paid to LSC prior to the event.

**LSC Rights of Access and License to Others:** LSC and the LSC Parties shall have unrestricted rights of access to the Facility at all times during Licensee's use of the Facility and LSC may license others to use any portion of the Facility not specifically designated by LSC for the exclusive use by Licensee.

**Rules and Regulations:** Licensee and the Licensee Parties shall observe at all times and comply with all rules and regulations to the extent applicable to Licensee's or any Licensee Party's use of the Facility. Failure to comply with any of the rules and regulations shall constitute an Event of Default under this Agreement.

**Video Streaming:** LSC will have the right to air the event via livestreaming cameras and will receive all revenue generated through sponsorships and livestreaming fees, if applicable.

**Events of Default:**

1. In addition to all other occurrences constituting an Event of Default hereunder, any of the following shall constitute an Event of Default under this agreement (each an "Event of Default"):
  - A. Licensee fails to make payment, perform any obligation or comply with any of the terms and conditions of this Agreement;
  - B. Any information provided by Licensee to LSC was or has become untrue, incorrect or misleading in any material respect; or
  - C. Licensee files a petition in bankruptcy, becomes insolvent or dissolves.
2. Upon the occurrence of an Event of Default, LSC may at its option immediately terminate this Agreement by written notice to the Licensee and pursue any and all other rights and remedies that may be available under this Agreement or at law or in equity on account of such Event of Default. If this Agreement is so terminated, Licensee shall immediately vacate the Facility if it is using the same and LSC shall be under no obligation to refund any Down Payment or Usage Fees. Licensee shall pay or reimburse LSC for all costs and expenses incurred by LSC as a result of an Event of Default, including without limitation, the fees of attorneys and other professionals immediately upon demand by LSC and LSC may also apply all or any portion of the Security Deposit towards such costs and expenses.
3. If Licensee fails to pay any sum when due under this Agreement, such sum shall bear interest at the rate of 12% per annum but no more than the highest rate permitted by law until paid in full.
4. No rights power or remedy conferred upon or reserved to LSC by this Agreement is intended to be exclusive of any other right, power or remedy but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any remainder power and right given hereunder or now hereafter existing at law or in equity.

**Termination:** In addition to any other rights of termination provided in this Agreement:

1. LSC may terminate this Agreement upon written notice to Licensee not less than ten (10) days prior the scheduled commencement of Licensee's period of use if a conflict arises between Licensee's proposed use of the Facility and another LSC program. In the event of such a termination, LSC shall refund the Down Payment and Security Deposit within ten (10) days following such termination.
2. Either party may terminate this Agreement with written notice to the other party without cause upon not less than ninety (90) days prior for weekend tournament rentals and not less than twenty one (21) days prior for weekday rentals. Any such termination shall not affect any rights or obligations of the



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parties accrued before the date of termination. Except as otherwise provided herein, upon such termination of this Agreement by LSC, LSC shall refund the Down Payment, Usage Fee and the Security Deposit to Licensee to the extent not otherwise applied in accordance with this Agreement. Upon such termination by Licensee, LSC shall have the right to retain the Down Payment and any Usage Fee previously paid but shall refund the Security Deposit to Licensee to the extent not otherwise applied in accordance with this Agreement.

**Notices:** All notices, demand request and other communications required or permitted hereunder shall be in writing and shall be delivered in person, by mail, or by email to the appropriate contact person and at the appropriate address set forth in the agreement.

**Miscellaneous:**

1. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and each of their perspective representatives heirs successors and permitted assigns.
2. This Agreement contains the entire agreement of the parties hereto and no representations, inducements or agreements, oral, or otherwise between parties not contained in the Agreement shall be of any force or effect. This Agreement may not be modified, changes or terminated in whole or in any part in any manner other than by an agreement in writing duly signed by LSC and Licensee.
3. This Agreement shall be governed by the laws of the State of California.
4. Captions and headings in this Agreement are for convenience of references only.
5. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Orange County, California, before one arbitrator. The arbitrator must be a retired judge of a California Superior Court or Court of Appeal, or of any Federal District Court of the United States of America. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude either Party from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including, without limitation, the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision. In any arbitration arising out of or related to this agreement, the arbitrator is not empowered to award punitive or exemplary damages and the parties waive any right to recover any such damages. In any arbitration arising out of or related to this agreement, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties agree to reimburse, and the arbitrator shall be empowered to award, the prevailing party's reasonable attorneys' fees and all other expenses incurred by such party in the arbitration, in addition to any other relief to which the prevailing party may be entitled.
6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic signature shall have the same force and effect as an original signature.