



Private Event Space License Agreement

This Private Event Space License Agreement is entered into by and between the Easton Sports Development Foundation (aka "Easton Foundations") (Hereinafter referred to as "Center") and _____ Gainesville Sports Commission _____ (Hereinafter referred to as "User") and is subject to the following Terms and Conditions set out below.

Witnesseth that Center and User, in consideration of their mutual undertaking, agree to as follow:

Type of Event: Florida Senior Games 2020 (single day event)

Date of Event: December 6th, 2020

Location:
Easton Newberry Archery Center
24880 NW 16th Avenue
Newberry, FL 32669

Time of Event: User has right to range from 9:00 am to completion of event

Room(s) Requested: N/A

Room Rental Amount: N/A

Tables and Chairs: Available upon request of User.

Security Deposit: Fee is waived.

Damage Deposit: Fee is waived.

Set-Up/Clean-Up Charge: Fee is waived.

Archery:
\$10 per archer (single event)

Range(s) Requested: Outdoor Archery Range

Total Amount: \$10.00 per athlete per event. Use of target faces will result in an additional \$1.00 per athlete

per target face. Use of electronic scoring system will result in an additional \$2.00 per athlete per range, online scoring system requires full registration list at least two days in advance.

Additional Information/agreements:

This contract includes target bales and use of the specified ranges.

Because Easton Newberry Archery Center is a member based and General Public used Center, we are required to have space available for our members and general public to shoot. We also have Classes and Events occurring in the center at any given time. This will limit the amount of indoor space in case of inclement weather.

This contract does not include Hotel, Food, Transportation, or anything associated with planning your event.

All private event users and their guests and invitees (collectively, the "User") must comply with the terms of this agreement and all Easton Archery Center Rules, Regulations and Policies, the Code of Conduct and Archery Range Rules, as set forth herein and as adopted from time to time. The Easton Archery Center Rules, Regulations and Policies, the Code of Conduct and Archery Range Rules may be amended at the Easton Foundation's discretion.

The "Easton Foundations" are collectively, the Easton Foundation, Easton Sports Development Foundation, and Easton Sports Development Foundation II. When this agreement is executed on behalf of the organizer of a group of Users, it shall be binding on the entire group of such users.

1. Deposit and Fees

- Any potential User of the Easton Foundation's property and facilities ("Center") for a private event must provide a security deposit no later than 21 days in advance to securely hold the desired date and time, and the balance must be paid in full at the end of the scheduled use time. Once made, the security deposit is non-refundable, but will be applied to any balance due.
- If the event goes over the scheduled use time, the User will be charged for the additional time without pro-rating, and the Center reserves the right to terminate use at the end of the scheduled use time. Users acknowledge that the Center may have back-to-back reservations, which will require the Users to promptly vacate the Center at their scheduled time.
- The use of the Center is only for the scheduled use period. This agreement provides a revocable license on the terms of this agreement. The license is revocable, without notice, by the Center for any violation of this agreement or the applicable operating requirements and policies and procedures of the Easton Foundations by any User.
- A damage deposit will be required at the time this contract is signed (to be paid by separate check or money order returnable to the User one (1) week after the event has been held and the property has been inspected for any potential damage from the special event).

2. Permits

- Whenever a license and/or permit is required for User's function, such license and/or permit shall be procured from the proper public authorities by the User at User's own cost and expense.

3. Damage and Cleaning

- The Users shall not damage the Center. The cost of any replacement or repair for damage done to the Center by a User shall be billed to the event of Users.
- Any excessive mess (at the determination of the staff) created by children or adults resulting in extra cleaning of the Center shall be charged an additional cleaning fee.
- While the Center maintains the cleaning of the range, common areas, and bathrooms on a daily basis, all Users must insure that they dispose of waste materials such as food items, paper towels and trash in the correct receptacles and clean up spills, etc.
- The Center is a Non-Smoking facility. User shall make sure none of their guests smoke inside the facility. Forfeit of DAMAGE DEPOSIT Can\Will be the penalty.

4. Personal Property

- The Center is not responsible for the User's personal property. It is the sole responsibility of each person entering the facility to be responsible for all belongings unless otherwise pre-arranged with the Center and/or its staff. Under no circumstances will the Center take responsibility for any lost, missing or stolen property, personal or otherwise.

5. Safety

- Parents of minor children are completely responsible for the well being and behavior of their minor children while on the premises of the Center.

6. Food and Beverages

- All foods and beverages must remain in the kitchen unless other arrangements have been made and agreed upon. Water, food and beverages are not provided by the Center.
- The Center is held harmless of any and all Food or Beverages brought in or taken outside of the facility during or after an event.

7. Conduct

- Any child or adult who is found to be destructive, unsafe, disrespectful or abusive to or for the Center or other Users, or who fails to follow the operating requirements, policies and procedures of the Easton Foundations during the duration of the event will be asked to leave the premises.

8. Cancellations

- In the event of circumstances beyond our control that render the premises unusable (fire, natural disaster, power failure, extenuating circumstances, etc.) the Easton Foundations has the right to cancel the event and a full refund of the security/damage deposit will be issued.
- Cancellations prior to 7 days of the scheduled event date will be granted a full refund of security/damage deposit.
- Any cancellations within 7 days of the scheduled event date will forfeit the security deposit.
- No refunds will be given if you use less than your purchased time on your event date.
- Damage deposits will be refunded after the event or applied to the remaining balance due once it has been established that there is no property damage.

10. Archery Instruction/Equipment

- The Center will provide, for an additional fee a "Try Archery" event. This event will include coaching and equipment (including, but not limited to – bow, arrows, quiver, arm guard, finger tab).
- The required coach/student ratio is 1 coach per 15 students with no more than 40 students on the range at one time. Private event Users must provide or pay for additional coaching staff when necessary. All coaching staff shall be certified and accredited to the standards required by the Easton Foundations, in its discretion. Number of students and student age must be provided prior to this use agreement being signed.
- If Users wish to use the archery range without coaching and/or equipment, cost will be based per person. Users may only use their personal archery equipment upon receiving permission from the Center, in its sole discretion, and any use of personal archery equipment by a User shall be at that User's sole risk.
- Targets - will use target faces which are already on the mats (if new targets are requested those will be available for purchase or Users can bring their own).
- All users participating in archery must have a signed liability/emergency form and photo release form on file with Easton Archery Centers prior to the facility use time and date. Waivers for minors must be signed by a parent or legal guardian.
- Only those users participating in archery are allowed on the archery range while a lesson is in progress.
- All Users shall obey all directions of any Range Master or Center staff. While on the archery range, all Users shall be aware of their surroundings and the fact that it is a live archery range.

11. Indemnification

- The undersigned and each User will indemnify, defend (with legal counsel reasonably acceptable to the Easton Foundations) and hold the Easton Foundations, Easton Archery Centers, and their directors, officers, agents, employees, independent contractors, representatives, and volunteers (the "Indemnitees") harmless from and against any and all demands, obligations, judgments, suits, losses, damages, liabilities, claims, fees, costs and expenses of any kind (collectively "Claims") (including reasonable attorneys' fees whether or not a suit is filed) suffered or incurred by or threatened or alleged against the Easton Foundations and/or the Easton Archery Centers as a result of the use by the Users of the Center, all activities of the Users at the Center, and all use of any property or equipment of the Center or an Indemnatee except for the gross negligence or willful misconduct of an Indemnatee.

12. Mediation

- The parties agree that this Agreement is made and entered into in the State of Florida. The parties shall seek to resolve all disputes relating to this Agreement through prompt, good faith negotiations. In the event such negotiations fail to resolve all disputes, the parties shall promptly engage in mediation of any remaining controversies in Newberry, Florida, before an experienced, impartial mediator chosen by the parties. All questions raised with respect to construction of this agreement and the rights and liabilities of the parties hereto shall be governed by the laws of the State of Florida. The parties agree that the exclusive venue and jurisdiction with respect to any suit brought by either party against the other relating to this Agreement shall be in the state and federal courts of Florida located in Alachua County. The parties waive any claim to assert other venue or jurisdiction, and they agree to submit to the jurisdiction of such courts.

These policies shall be governed by and construed in accordance with the laws of the State of Florida.

The undersigned has read and understands the Private Event Space License Agreement & Regulations, has authorization to sign and agrees to abide by and be bound by such agreement. The undersigned executes this agreement on behalf of all Users attending the event, and each User, but by use of the Center shall be deemed to have agreed to all the foregoing.

PRIVATE EVENT USER

Signature: _____

Date: October 6, 2020

Company: Florida Sports Foundation

Address: 101 North Monroe Street, Suite 1000, Tallahassee, FL, 32301

Phone: 850-577-7202 **Email:** mguse@playinflorida.com

Printed Name: Matt Guse **Title:** Vice President of Operations

ON BEHALF OF THE EASTON FOUNDATIONS/EASTON ARCHERY CENTERS

Signature _____

Date: _____

Printed Name: _____ **Title:** _____