



SPORTING CHANCE CENTER

Operated by Southern Arizona Community Sports, Inc.

THIRD PARTY USER AGREEMENTS – STANDARD TERMS

These Standard Terms apply to all User Agreements between **Southern Arizona Community Sports, Inc. (SACS)**, operator of the Sporting Chance Center (the “Center”) and all parties identified as a **USER** in such User Agreements. User’s acceptance of any User Agreement includes acceptance of these Standard Terms, unless SACS expressly agrees in writing to any changes.

1. **License to Use.** Under the User Agreement, SACS grants User a limited, non-exclusive license to use the Center, under the specific terms set forth in the User Agreement.
2. **Binding Agreement; Payment Terms.** User shall pay SACS the fees set forth in the User Agreement as and when due. User recognizes that this is a binding, legal agreement and User is responsible for paying the fees for all reserved times whether or not actually used by User, except that User shall not be responsible for any reserved times that User is denied use of as a result of Preemption by SACS (defined below).
3. **Cancellation.** If User provides at least 72 hours written notice of inability to utilize a reserved time for any reason (other than a Preemption), and SACS is able to license the unused time to someone else and SACS receives cash compensation, then User shall be credited with the amounts received by SACS (up to the amount that User would have paid for such time).
4. **Preemptions.** User acknowledges that from time to time, SACS may be unable to make reserved courts available to User for a reserved time due to various reasons, including but not limited to (i) equipment malfunction; (ii) facility maintenance, repair or closure; (iii) the need to accommodate a previously unscheduled special event; or (iv) other unforeseen circumstances. Such situations shall be deemed a “Preemption”. User shall not be responsible to pay license fees for any preempted hours. User may terminate the User Agreement if more than 10% of total reserved hours under the User Agreement become unavailable due to a Preemption, unless consented to by User.
5. **Deposits:** Deposits may be required in advance. Unless otherwise stated in the User Agreement, deposits will be retained throughout the term of the contact to assure payment and protect against damage cause by User or User’s guests.

- 6. Courts; Set-Up.** No specific courts or set-up requirements are promised unless stated in the User Agreement. Standard court configurations are as described on the website. User acknowledges that set-up time could take as much as 10-15 minutes, depending on prior use of the facility. Reserved times will not be extended for set-up time. User shall consider this in determining reserved time periods.
- 7. User Conduct.** User is responsible for the conduct of all its players, participants, coaches, parents and invited guests (collectively "User Guests") and agrees to comply with, and instruct all User Guests to review and comply with, all policies, procedures and codes of conduct governing use of the Center (collectively "Center Policies"), which will be posted on the Center website or otherwise communicated to User, and may be changed from time to time. User and User Guests shall comply with all instructions given by SACS staff. User is responsible for the supervision and control of all aspects of User's program, including the safety of User Guests, and is responsible for any damage to the facility or equipment caused by User or User Guests. Adequate adult supervision provided by User is required. User shall clean up the area used immediately after each use, or be subject to extra charges. Failure to comply with Center Policies or instructions given by SACS shall constitute a breach of the User Agreement.
- 8. Indemnification.** User shall indemnify, hold harmless and defend SACS, Pima County, their respective officers, directors, principals, agents, contractors, and employees (collectively "SACS Indemnitees") from and against any and all costs, expenses (including reasonable counsel fees), liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, arising out of or in any way connected with: (i) User's use of the Center; (ii) any failure by User to perform any of the agreements, terms, covenants or conditions required to be performed by User; or (iii) any failure by User to comply with any statutes, ordinances, regulations or orders of any governmental authority.
- 9. Release of Liability.** SACS, Pima County, and their respective officers, directors, principals, agents, contractors, and employees (collectively "SACS Releasees") shall not be liable for, and User hereby releases and relieves all SACS Releasees from, all liability in connection with any and all loss of life, personal injury, damage to or loss of property, loss or interruption of business of User its agents, servants, employees, invitees, licensees, visitors, or any other person, firm, corporation or entity, claiming by or through User in or about or arising from the Center or the conduct of any SACS Releasee.
- 10. Insurance Requirements/Participant Waiver Forms.** User shall provide, at such time designated by SACS in advance of the first contracted use, proof of insurance acceptable to SACS in accordance with User Insurance Requirements which have made available to User and are available on the SACS website. User acknowledges that SACS requires Users to obtain from each minor participant in User's program being conducted at the Center, a release waiver form executed by the minor's parent or guardian granting releases and waivers similar to those in the

Sample Participant Waiver Form published on the Center website. User represents that it has obtained or will obtain such waiver forms, or that it has received assurances from all teams/organizations participating in User's activity at the Center that such teams/organizations have obtained similar waiver forms.

11. **Prohibited Activities.** The following are not permitted unless specifically agreed to in writing by SACS.

- a. Admission charges for spectators.
- b. Outside food or drink
- c. Vendor tables
- d. Any activity prohibited by the Code of Conduct or Facility Use Policies.
