

Usage Agreement

RELEASE OF LIABILITY

Lou Fusz Athletic does not carry or participate in any insurance contract whether for group or individually. No medical insurance of any type is provided. Organization representative states and agrees that the participant and/or minor child(ren) is adequately covered by insurance elsewhere and imposes no fault on Lou Fusz Athletic, Lou Fusz Automotive Network, Inc., the board of directors, the officers, the coaches or any other individuals.

The undersigned authorized organization representative on behalf of himself/herself, the minor child(ren) and the minor child(ren)'s family and/or the undersigned participant agrees to indemnify and hold harmless Lou Fusz Athletic, Lou Fusz Automotive Network, Inc., the leagues and associations with which they belong or subscribe, the board of directors, the officers, the coaches, parents or any other individuals including those who transport them to/from tryouts, practices, and games for any damages or injuries to the child as a result of his/her participation in the Lou Fusz Athletic. The undersigned organization representative on behalf of himself/herself, the minor child and the minor child's family and/or the undersigned participant agrees not to file any lawsuit or claim in pursuance of any rights they may hereunder.

FIELD USE GUIDELINES

I. Facilities:

If this request is approved Lou Fusz Athletic shall reserve the requested facilities to be used for the operation of the listed event(s) in the request for the duration of the dates and times requested. We may ask for additional information as needed before approving a request.

II. Permittee is responsible for:

1. Collection of all completed participant waivers.
2. Promotion of event, soliciting participants.
3. Registration of all participants.
4. Soliciting, receiving and processing of all event entry fees.
5. Scheduling of all games, recording all results, managing all competition-related matters.
6. Ensuring all games/activities end no later than 10:00 pm Central Standard Time.
7. Arranging for the assignment and monitoring of referees, and the payment of all assignors and referee fees.
8. Monitoring and handling all discipline matters related to participants, spectators and referees.
9. Conveying Lou Fusz Athletic Facility Rules & Regulations to entire event staff, participants, spectators, and referees.
10. Providing an event game/training schedule to Lou Fusz Athletic at least fourteen (14) days prior to the first reservation date.
11. Providing all event participant organizations with an electronic PDF of the Facility map that includes entrance, parking and exit instructions.
12. Providing field/space instructions to Lou Fusz Athletic for each space to be used thirty (30) days prior to the first reservation date.
13. Arranging for reasonable medical / trainer to be on site for the duration of the event.

14. Provide adequate event staff to oversee all event activities.
15. Compliance with all Lou Fusz Athletic Facility rules at risk of removal and forfeiture of all monies paid to Lou Fusz Athletic for the reservation.
16. Any damage to Lou Fusz Athletic property will result in full restitution to the club by the Permittee.
17. Lou Fusz Athletic reserves the right to suspend, revoke, annul or otherwise terminate any application granted in the event the club determines that these rules and regulations or parts thereof, are being violated or that there are reasonable grounds to suppose that site property used is being abused.

III. Fees:

Permittee shall pay for all fees as stated in the agreement/contract. All fees are due 45 days prior to first reservation date. Agreement made more than 45 days prior require a 25% deposit and the balance to be paid in full 45 days prior to the first reservation date.

IV. Field Usage

1. Enforcement of time limits increases the availability of spaces. Set up, warm up, break down and clean up must all be completed within your rental time period.
2. All agreements are for the sole use of the Permittee and may not be transferred to another team/organization.
3. Lou Fusz Athletic reserves the right to alter agreement times, if needed, to accommodate club programs.
4. A copy of the approved agreement and contract must be made available on the site upon request.

V. Additional Fees:

1. Field lining and set up if different than existing field lines.
2. Extra portable restrooms and hand washing stations are required for tournaments and events renting the entire Facility.
3. A 20% administration fee will be added if Permittee would like Lou Fusz Athletic to help coordinate services such as event set up assistance, reserving golf carts, contracting parking lot attendants, arranging for overnight security, PA systems, stage rentals, etc.

VI. Changes & Cancellations:

1. If the reservations are cancelled by Lou Fusz Athletic, the Permittee will be offered the opportunity to reschedule. If that is not possible, the Permittee will receive a full refund of the unused portion of the reservation. This includes the deposit if cancelled prior to the start of the event.
2. If the reservations are cancelled by the Permittee, Lou Fusz Athletic will retain all monies that have been paid to that date, up to, and including the full amount. Any amount past due will remain as a receivable and prevent the Permittee from making any further reservations. Monies paid for future reservations may be used to make the cancellation debt whole and the Permittee will be required to make new deposits to continue to hold future reservations.
3. Should the Permittee need to cancel for any reason, it must be **submitted in writing** to Lou Fusz Athletic as soon as possible. This includes cancellations due to the weather. Failure to do so could result in a loss of privileges for future use. There will be no guaranteed make-up date due to cancellation.

4. Cancellations received ninety (90) days prior to the reservation start date will receive a refund of the rental fee less 15% administration fee.

VII. Inclement Weather

1. No rain / snow dates will be issued. Refunds will not be granted for inclement weather.
2. Lou Fusz Athletic reserves the right to cancel use due to inclement weather and/or poor field conditions. If there are questions about the field's condition, the Lou Fusz Athletic field coordinator must be contacted. Do not assume that fields are playable simply because it has stopped raining.

VIII. Outside Merchant Vendors

Merchandise Concessions: Permittee shall have the right to sell event-related merchandise at the event, incurring all costs associated with, and retaining all proceeds from such sales. All merchandise vendors must be approved by Lou Fusz Athletic in writing a minimum of sixty (60) days prior to the event. An updated listing is to be submitted a minimum of fourteen (14) days prior to the event. Changes or amendments within fourteen (14) days prior to the event may, or may not, be approved.

No vehicles are permitted on the fields. All materials must be carried in from the parking lot areas by hand or event/vendor golf carts. Complex personnel will not assist with event vendor load in/out.

IX. Food and Beverage Concessions

Lou Fusz Athletic operates all food and beverage concessions for the entire event and shall retain all proceeds. No other food and beverage concessions are permitted except for those provided by Lou Fusz Athletic.

X. Video & Photography Release

Lou Fusz Athletic reserves the right to livestream and/or photograph all field rentals and participants. Event host grants permission to Lou Fusz Athletic for the rights to all images, in video or still, without payment for such or any other consideration. Lou Fusz Athletic reserves the right to prohibit any outside video streaming or recording by non-authorized personnel.

XI. Assignment by Permittee

Permittee is not allowed to sublease or assign field time it is reserving in this agreement to another entity. Assignment of field time by Permittee to another party could result in a forfeit of future reservations for Permittee.

XII. Signage

Permittee shall be allowed to install signage, including pop-up portable signage, flags, feather flags and other sponsor signage related to the event as follows:

1. Permittee must present a proposed signage plan to Lou Fusz Athletic for approval at least thirty (30) days prior to the event. Plan must include signage content, type of sign, how signage will be installed and proposed location of signs.
2. All temporary signage displayed at Complex during the event is subject to the approval of Lou Fusz Athletic.
3. Signage may not be placed on top of or cover up any existing signage.
4. No signage may be attached to backstop netting, goals or goal nets.
5. Permittee is responsible for removing and disposing of event-related signage. If items are left, a fee will be assessed for the cost of clean-up and removal. All signage must be removed by the end of the rental period.

XIII. Shipping Event Materials

Permittee may ship event management materials to the Facility for storage, if space allows, up to three (3) days prior to the event start date.

1. Permittee must notify Lou Fusz Athletic of every shipment with method and include the contents, size and date to be received.
2. Lou Fusz Athletic will store the materials with a reasonable amount of care and oversight. Lou Fusz Athletic is not responsible for damages or any loss that occurs during storage.
3. Permittee will pay all expenses related to materials shipment. C.O.D. Shipments will be refused.
4. Shipping Addresses:

Lou Fusz Athletic Complex, 2155 Creve Coeur Mill Rd., St. Louis, MO 63146

Lou Fusz Athletic Training Center, 1 Athletic Way, Earth City, MO 63045

XIV. Certificate of Insurance

1. Permittee shall guarantee and assume full and exclusive responsibility for all damages to property, fixtures and equipment belonging to or used by the Permittee at or in the vicinity of the facility if caused by its respective members, opponents, guests, or spectators during the periods covered by the reservation.
2. Permittee shall maintain and keep in force general liability insurance in the amount of not less than \$2 million per occurrence combined single limit for bodily injury and property damage for the duration of the reservation period. Coverage shall include products if products are sold. Lou Fusz Athletic shall be named as additional insured. The Certificate of Insurance shall include a waiver of surrogate on in favor of Lou Fusz Athletic. Lou Fusz Athletic shall be given thirty (30) days written notice in advance of any changes or cancellation, termination or modification of any kind.
3. Permittee's policy shall be Primary and non-contributory to any coverage carried by Lou Fusz Athletic.
4. Permittee shall indemnify and hold Lou Fusz Athletic, Lou Fusz Automotive Network, Inc., the board of directors, the officers, employees or any other individuals harmless for all complaints or suits made or brought for injury to persons, or property caused by Permittee or Permittees members, guests, opponents, or spectators and for any and all losses, claims, damages, costs and expenses arising out of or resulting from any act or omission of Permittee or Permittees members, guests, opponent or spectators during the period of use of the Facility as reserved here under.
5. Permittee shall provide Lou Fusz Athletic with a Certificate of Insurance containing the aforementioned coverages no later than fourteen (14) days prior to the reservation commencement date. Only insurance carriers licensed and admitted to do business in the State of Missouri will be accepted.

XV. Lou Fusz Athletic Responsibilities and Policies

1. Lou Fusz Athletic shall line and maintain fields pursuant to the event sport standards and the layout information provided by the Permittee and/or agreed upon by both parties.
2. Soccer - Lou Fusz Athletic shall provide goals with nets, team benches and corner flags.
3. Lacrosse - Lou Fusz Athletic shall provide goals with nets and team benches.
4. Other - All other sports will require the Permittee to provide its own goals, nets, cones, field markers and equipment. Installation/use of all Permittee provided equipment must be approved and inspected by Lou Fusz Athletic before placement on field.

5. Lou Fusz Athletic shall consult with and reasonable attempt to accommodate the Permittee regarding specific field assignments.
6. Lou Fusz Athletic shall strive to maintain the fields in optimum playing condition before the event. Complex shall not be responsible for field conditions related to weather, force majeure, or other events beyond its control.
7. Parking - Lou Fusz Athletic is responsible for setting up and maintaining the parking lot.
8. Lou Fusz Athletic will not charge a parking fee for this event.
9. Lou Fusz Athletic shall provide the Permittee with an electronic PDF of the Facility map to be posted and communicated to participants by the Permittee. This map will include Facility entrance, parking and exit instructions.
10. Lou Fusz Athletic reserves the right to limit or prohibit access to designated areas.
11. Lou Fusz Athletic always has the right to eject any person from the site for any reason.
12. Lou Fusz Athletic reserves the right to schedule more than one (1) event, league, or tournament at a time.
13. Lou Fusz Athletic reserves the right to require additional documentation to finalize this reservation.

XVI. Lou Fusz Athletic General Rules

The following rules are to be adhered to while using the artificial turf fields at the Lou Fusz Athletic Complex and Lou Fusz Athletic Training Center. These rules are put in place to ensure the enjoyment of games for all participants, and to ensure the longevity of the artificial turf for soccer players and fans across the St Louis metro area. Teams and spectators not conducting themselves in an orderly and sportsmanlike manner or not in compliance with the soccer complex rules and regulations may be evicted from the premises by the Facility Manager, supervisor or other Lou Fusz Athletic representatives. Lou Fusz Athletic reserves the right to restrict future use of the facility to teams not in compliance with the complex's rules. Please communicate these rules to your team membership.

- No metal cleats. Molded rubber cleats, running shoes, or any other soft soled shoes are acceptable.
- Please check and clean footwear prior to accessing the field to avoid soiling and staining the field from dirt and mud.
- No smoking, tobacco products or alcohol will be allowed anywhere at the complex.
- No food or beverages, including gum, seeds, nuts or sports drinks of any type. Water only.
- No glass bottles or glass containers of any type.
- Substances that may stain the turf, such as ointments or sunscreen must be kept at player benches or outside the fenced area.
- No pets.
- No tents, canopies or any other type of outdoor furniture. Folding chairs are permitted on the outside perimeter and not on the playing surface.
- No stakes, posts, poles, or markers of any kind may be driven into the field.
- Staking of sharp objects (including flags, shade structures and tents) into the turf is prohibited.
- All goals, corner flags and players benches are to remain on their designated field and should not be moved for any reason. Failure to comply could result in suspension of playing and/or rental privileges.
- Marking, painting or taping on any surface is strictly prohibited.
- Goals currently placed on fields (box goals and wheeled goals) are not to be removed from the turf facility.

- When moving wheeled goals, please make sure wheels are engaged. DO NOT pull the goals across the turf without wheels.
- Trash cans are provided outside the fence. Please clean up trash.
- The fields will be occasionally closed for maintenance and at times the weather dictates.
- Please do not pick or pull grass fibers or infill material on the field.
- No bikes, rollerblades, skateboards etc.
- Tailgating is not permitted.

XVII. Payment Terms

- Required payment or deposit due will be communicated to user to secure booking of field(s) / space(s).
- Final invoice will be calculated based on final schedule sent to Lou Fusz Athletic staff 7 days prior to reservation start date