



WASHINGTON PREMIER FOOTBALL CLUB

Facility and Rental Use Agreement

Organization: _____ Day Phone: _____ Evening Phone: _____

Type of Activity: _____

Type of Field Requested: Grass Turf Day(s) of the week: _____ Start Date: _____ End Date: _____

Event Time (including set-up time): _____ to _____

Will admission fees be charged? No Yes Describe: _____

Do plans include serving food or beverage? No Yes Describe: _____

Lights needed? No Yes

Organization's Supervisor: Name: _____

Address: _____

City/State: _____

Day Phone: _____ Home: _____

Agreed Costs

Facility Rental Fee: \$ _____ Other fees: _____

1. Applicant has read and agrees to abide by the rules relating to the use of the Washington Premier Football Club ("WPFC") facilities. A copy of the rules is attached hereto and incorporated herein by reference.
2. Applicant understands that if, for any reason, a WPFC event is scheduled or re-scheduled to conflict with the requested usage date, the WPFC event shall have priority over the requested use.
3. While at the WPFC facilities, Applicant agrees to comply with all state, county and city laws and ordinances.
4. Applicant assumes full responsibility for the condition of those portions of the WPFC facilities used.
5. Applicant shall obtain and maintain at its own cost commercial general liability insurance including bodily injury liability, property damage liability, and personal injury liability to cover the use of the WPFC Complex by Applicant for its scheduled function in the sum of not less than One Million Dollars (\$1,000,000) per occurrence. Please see the attached rules for further insurance requirements.
6. Use of alcohol, drugs or tobacco of any kind is prohibited on all Washington Premier Football Club property.
7. Applicant agrees to pay WPFC all applicable fees at the time of reservation using either a VISA or MasterCard credit card, or in person via check. A deposit of 50% of the total fee is due at the time the facility event rental request is made and the balance must be paid in full at least 30 days prior to the event. If the reservation is made 30 days or less in advance of the event, 100% of the fee is due at time of reservation. All reservations are final; no temporary or tentative scheduling will be accepted.

*Additional costs could be charged for additional services required following the event.

Signature of Representative: _____

Date: _____ Day Phone: _____ Home Phone: _____

Send invoice to: _____ Phone: _____

Address: _____ City/State/Zip: _____

Facility Coordinator Signature

Date

WPFC Officer's Signature

Date

**WPFC COMPLEX
TERMS AND CONDITIONS**

1. Refunds and Cancellation – TWENTY-FIVE PERCENT (25%) OF THE FIELD RENTAL FEES ARE NON-REFUNDABLE SHOULD THE EVENT BE CANCELLED. A RESCHEDULE WILL BE PERMITTED WITHIN A TWELVE (12) MONTH PERIOD WITHOUT PENALTY IF A WRITTEN REQUEST, WHICH INCLUDES REQUESTS SUBMITTED VIA FAX OR E-MAIL, FOR SUCH RESCHEDULE IS RECEIVED BY WPFC NO LESS THAN THIRTY (30) DAYS IN ADVANCE OF THE ORIGINAL EVENT DATE(S). ALL RESCHEDULE REQUESTS ARE SUBJECT TO AVAILABILITY.

2. Concessions & Vending: Items to be sold at the event (including admission charges, fundraising goods and services of any type), are subject to the approval of WPFC at its sole discretion, such approval may be unreasonably withheld. Options for vendor placement will be provided upon request.

3. Insurance: Applicant shall obtain and maintain at its own cost commercial general liability insurance including bodily injury liability, property damage liability, and personal injury liability to cover the use of the WPFC Complex by Applicant and Applicant's organization/team for their scheduled function in the sum of not less than One Million Dollars (\$1,000,000) per occurrence. All of such insurance shall be primary and noncontributing with any insurance which may be carried by WPFC. The Applicant shall name WPFC as an additional insured and furnish WPFC with a certificate of insurance indicating that the insurance policy is in full force and effect, and that the policy may not be cancelled or materially amended unless thirty (30) days written notice of this proposed cancellation or change has been given to WPFC. Certificates are to be delivered to WPFC prior to the commencement of activities at the site. The limits set forth are minimum limits and will not be construed to limit the Applicants liability. The Applicant agrees to provide upon request a certified copy of the entire insuring contract that is reference as providing the required protections.

4. Terms of Use: Applicant's organization/team must vacate the WPFC Complex promptly at the ending time stated on the Facility and Rental Use Agreement. The Applicant and the organization/team assumes full responsibility for the conduct of all persons involved during their use of the WPFC Complex and will be liable for damages to persons or property arising from such conduct. WPFC reserves the right to close the facility and/or fields rented by Applicant for emergencies, safety purposes and/or when field conditions or maintenance issues necessitate.

5. Defacement and Damage: Applicant and Applicant's organization/team shall not injure, mar or in any way deface the WPFC Complex and shall not cause or permit anything to be done whereby WPFC Complex shall be in any manner injured, marred, or defaced. Applicant and Applicant's organization/team will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of WPFC Complex and will not make or allow to be made any alterations of any kind therein. Applicant is responsible for any costs related to repair of damages caused during usage.

6. WPFC Equipment: Applicant and Applicant's organization/team shall not use WPFC equipment, tools or furnishings, located in or about the WPFC Complex, without the prior approval of WPFC. The use of the WPFC Complex for storage of equipment or supplies must be authorized by WPFC. WPFC is not responsible for lost, stolen, or damaged property kept or stored anywhere in the WPFC Complex.

7. Additional Users: Applicant and Applicant's organization/team understands and agrees that during the term of this Agreement there may be other events taking place in other parts of WPFC Complex not covered by this Agreement. Applicant and Applicant's organization/team shall conduct their activities so as not to interfere with other events.

8. Parking Facilities: WPFC shall make the existing parking facilities at the WPFC Complex available for the vehicular traffic and parking necessitated by Applicant's use of the WPFC Complex, on a non-exclusive basis. WPFC does not guarantee that adequate parking will be available to accommodate all event

participants and spectators. Entry fees or parking fees may not be charged by the user. WPFC reserves the right to charge parking fees at its sole discretion. Applicant should encourage teams and spectators to carpool to alleviate parking space shortages and financial burden on visitors.

9. Violations: If at any time the use of WPFC Complex by Applicant and Applicant's organization/team violates these Terms and Conditions, an applicable ordinance or law of the City of Puyallup, Pierce County, State of Washington or the United States of America, Applicant and Applicant's organization/team shall either cease and desist from continuing such use or shall surrender WPFC Complex forthwith upon demand of WPFC.

10. Indemnification: Applicant hereby releases, waives, discharges, and covenants not to sue WPFC, its officers, directors, members, agents and employees (collectively the "Released Parties"), from any and all liability to Applicant or Applicant's team/organization, invitees or licensees, for all loss or damage, and any claim or demands therefor, on account of injury to persons or property related to or resulting from Applicant's event conducted on the WPFC Complex

Applicant hereby agrees to indemnify, defend, and hold the Released Parties harmless from any loss, liability, damage, or cost they may incur due to the participation of Applicant's team/organization in the event whether due to the negligence of a Released Party or otherwise.

Applicant and Applicant's team/organization hereby assume full responsibility for and risk related to or resulting from the event including, without limitation, the risk of bodily injury, death, loss or damage to person or property and costs or expenses resulting wherefrom due to negligence of a Released Party or otherwise.

Applicant and Applicant's team/organization expressly acknowledge and agree that the activities related to the event are dangerous and involve the risk of serious injury and/or death and/or property damage. Applicant and Applicant's team/organization agree that members of Applicant's team/organization are medically, physically, and in all other respects, fit and fully able to participate in the event and have no special medical requirements or conditions which may affect Applicant and Applicant's team/organization's ability to participate in the event. Applicant and Applicant's team/organization further expressly agree that this indemnity and release extends to all acts of negligence by the Released Parties, including negligent rescue operations, and is intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is held invalid, it is agreed that the balance notwithstanding, shall continue in full legal force and effect.

11. No Assignment: Applicant shall not assign or transfer any of its rights under this Agreement without the prior written consent of WPFC, which consent may be withheld by WPFC in its absolute discretion.

12. Governing Law: The Facility and Rental Use Agreement will be governed by the internal laws of the State of Washington without regard to choice of law principles. Venue for any legal action arising out of the Facility and Rental Use Agreement shall be Pierce County, Washington.