

MVP SPORTS, LLC

4600 Park Avenue – Des Moines, IA 50321

515-282-2768

www.champions-sportscenter.com

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PREMISES RENTAL AGREEMENT

This **Premises Rental Agreement** (Agreement), is made effective as of this ____ day of _____, 20__ (Effective Date) by and between MVP Sports, LLC, a Iowa limited liability corporation (**Company**), its successors and/or assigns, and _____, an individual and/or organization (**Renter**”, and collectively, the **Parties**”).

Background:

- A. Company is located at 4600 Park Avenue, Des Moines, IA 50321 (**Premises**).
- B. Company is engaged in the business of indoor sports, fitness and other sports related activities.
- C. Individual/Organization Billing Information

Name of Individual/Organization: _____

Contact Person: _____

Billing Address: _____

City, State, Zip: _____

Phone No: _____ Alt Phone No: _____

E-mail: _____

Alt Email: _____

Terms & Conditions of Contract: When this Agreement is signed by both Parties, the Company seeks to offer the Renter rental space on the terms in this Agreement, which Renter is willing to accept. Renter understands and acknowledges that the Renter is contracted for a specified period of time and that the contract with the Company can be terminated at any time for any reason with a 90 day notice in writing from the Renter. The Renter also agrees to provide signed **MVP Sports, LLC Participant Release and Waiver** forms for all participant team members prior to using the Premises. For good and valuable consideration, the parties agree:

Rental Information

Activity: _____ Date(s): _____
(Attach Page if necessary for multiple Dates)

Area (Please Circle): Gym, Field Area, Fitness, Studio, Other _____

Total Number of Rental Space Hours provided during term of contract _____

Days of Week: _____ Time(s): _____
(Attach Page if necessary for multiple dates) (Attach Page if necessary for multiple times)

Fees

Rental Deposit: _____ (20% of total Rental Space Hours during term of contract)

The non-refundable deposit must be paid to the Company upon the execution of this Agreement and will reserve the requested space/spaces defined in this agreement.

Rental Fee: _____

The Monthly Rental Fee is due in full by the first of every month if multiple months are committed to in this agreement and/or in full for agreements less than one month in length.

If Renter fails to pay the full Rental Fee by the Payment Due Date, the Company shall have the right to revoke the assigned date(s)/time(s) and to keep the full amount of the Rental Deposit.

Other Fees: Janitorial Fee: _____ Other Fee(s): _____

Cancellations

The Company agrees that the facility will be in operating order and will not cancel for any reason, with the exception of power outage or other acts and/or circumstances that render the facility unusable.

Food & Beverage

No food or beverage may be brought into the building, with the exception of one water bottle or sports drink per playing participant. Renters nor guests, invitees, or others under this term of use may not bring food or beverage of any kind into the Facility. Renter agrees that this will be made known to guests, teams, fans, and all others that may attend the event assigned.

Parking

Parking is available in the front and the rear of the building. Overflow parking is available on SW 46th street (to the east). Vehicles that park in fire lanes or on the grass may be towed at owners' expense. Renter agrees that this will be made known to guests, teams, fans, and all others that may attend the event assigned.

Seating

Team seating is available for players and coaches during their game(s). Spectators, guests, teams not playing, and others will need to bring their own seating. Renter agrees that this will be made known to guests, teams, fans, and all others that may attend the event assigned.

Condition of Premises

The space shall be provided as-is, and the Company makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Renter shall leave the Space in the same or

similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear, and shall be required to arrange for the repair of any such damage. In the event that Renter does not satisfactorily arrange for such repair, the Company shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse the Company for any such repairs within 30 days of receipt of the Company's written request for reimbursement and such request shall be accompanied by written verification of the amount of the expenses incurred.

Indemnification

Renter hereby indemnifies and holds harmless Company, its employees, officers, directors, and owners from any damages, actions, suits, claims or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage to any property or any injury caused to any person (including death) caused by Renter's use of the Space, including any acts of omissions on the part of Renter, its employees, officers, directors, independent contractors, representatives, assigns, guests, patrons or invitees or other agents. Renter shall notify Company of any damage or injury of which it has knowledge in, to, or near the Premise, regardless of the cause of such damage or injury.

Permitted Use

Renter is authorized pursuant to this Agreement to use the Space to hold the Event or activity for no other purpose, unless Company gives Renter prior written authorization for additional permitted uses. Renter may not use the Space in a manner that may render the insurance for the Space or upon any of Company's property void, or which may result in increased insurance premiums for Company with respect to the Space or any other of Company's property.

External Items

All external rental items and equipment, and personal items of the Renter or guests should be removed at the end of the rental period. MVP, LLC / Champions Sports Center are not responsible for equipment and personal items of the Renter or guests.

Signs, Tape, Decorations

Signs and decorations may be used during the rental period with permission of Company (painters tape only on floors and walls). Damage to walls or additional expense for cleaning floors or walls will be applied toward deposit.

Compliance with Laws

Renter shall use the Space according to the permitted uses set forth and within local, state and federal laws and regulations. Renter hereby indemnifies the Company, its owners, employees, officers, directors, or other agents for any damages, penalties, fines, suits, actions, or other costs (including reasonable attorneys' fees) arising out of or in connection with Renter's violation of any local, state or federal law, rule, regulation or ordinance related to Renter's use of the Space.

Force Majeure

In the event that the Company is unable, for reasons beyond its control, to make the Space available to Renter on the Event Date for the purposes as set forth in this Agreement, Renter shall have the option of choosing an alternate date to hold the Event (the "Alternate Event Date"),

at no extra charge to Renter. If Renter selects an Alternate Event Date for the purposes of this Agreement, all obligations, rights, duties, and privileges as set forth in this Agreement, shall remain binding on the Parties. If Renter and Company cannot agree upon an Alternate Event Date within 30 days of the original Event Date, the Company shall refund to Renter the full amount of the Rental Fee/Fees (including the full Deposit). In neither case shall Company be liable for any additional costs or damages suffered by Renter (over and above the Rental Fee/Fees and deposit) arising out of a rescheduling or cancellation of the Event.

Revocation

Company shall have the right to revoke the use of space at any time prior to the Event Date, provided it gives Renter a 90 day written notice of revocation. In the event that Company revokes the space prior to the Event for reasons other than nonpayment of fees or breach of the Agreement by Renter, the Company shall refund to Renter the full amount paid by Renter in connection with this Agreement, including the entire Deposit.

Governing Law

This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Iowa, without regard to conflicts of law principles.

Counterparts

This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

Severability

If any part of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

Notice

Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified receipt requested, postage prepaid, or delivered by delivery service, addressed as follows:

To Renter: Per aforementioned address or:

To Company: MVP, LLC / Champions Sports Center
4600 Park Ave
Des Moines, IA 50321

Headings

The headings for section herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.

Entire Agreement

This Agreement constitutes the entire agreement between Renter and the Company, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

Renter

MVP, LLC / Champions Sports Center

Signature

Signature

Print Name

Print Name

Title

Title