

FACILITIES USE AGREEMENT
Hopewell Tennis and Swim Center
111 Titus Mill Rd, Pennington NJ 08534

This Facilities Use Agreement (this "Agreement") between Hopewell Tennis and Swim Center, located at 111 Titus Mill Rd, Pennington NJ 08534 ("HTSC"), and Guest (defined below) is made on the Effective Date (defined below). Intending to be legally bound, the parties hereby agree:

HTSC agrees to grant Guest limited access to and the right to use the Facilities (defined below) and have its guests, employees, and attendees ("Participants") participate in the Event (described below). This access and use shall be permitted for the sole purpose of holding the Event and having Participants participate in the Event under the terms, conditions and limitations set forth in this Agreement.

Effective Date: _____ **Facilities:** _____

Guest (Full Legal Name): _____

Guest Address: _____

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Event Name & Description: _____

Date of Event: _____ **Start Time of Event:** _____ **End time of Event:** _____

Estimated Number of Participants: _____

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1. Representatives at Event: A duly authorized representative of Guest shall be in attendance at all times throughout the Event. Guest must provide HTSC with the name and contact information for Guest's representative, who must be readily accessible to HTSC's staff to address any concerns which may arise.

2. Food and Beverages: No food and beverages are permitted to be served at the Facilities without the prior written approval of HTSC. If Guest brings any food or beverages in violation of this provision, an automatic \$50 charge for cleanup will be charged to the payment method on file.

3. Minor Participants: In the event any of Guest's Participants at the Event are Minors (defined as persons under the age of 18 unless accompanied by an adult family member over 18), all of the requirements set forth on Appendix A, attached hereto, shall apply and be satisfied by the Guest for the duration of the Event.

4. Waivers: If the Event involves athletic activities, Guest shall ensure that each Participant in the Event shall sign a participation waiver provided by HTSC. In the case of Minor Participants, such waiver shall be signed by the Minor Participant's parent or legal guardian. Guest shall ensure that no Participant shall be permitted to participate in the Event unless such waiver has been appropriately signed. All pages of the signed waivers must be provided to HTSC at least 24hrs prior to the Event unless HTSC has agreed in writing to receive the signed waivers when the Guest arrives at the Event.

5. Compliance with Laws, Rules and HTSC Regulations: (a) Guest agrees that Guest and all of the Participants at the Event shall abide by, conform to and comply with all applicable laws, rules and regulations and instructions of HTSC representatives for use of the Facilities. Guest agrees that Participants will engage in the Event in a cautious and prudent manner and will not engage in any activity which, in the judgment of HTSC, is contrary to decency, or detrimental to the reputation or institutional mission of HTSC. (b) Guest shall be responsible for any taxes arising out of the use of the Facilities and shall indemnify HTSC in connection with any such tax liabilities.

6. Responsibility for Damage: (a) Neither HTSC nor its agents or employees shall be responsible or liable for any loss or damage to the property of Guest or any Participant or for illness or personal injuries sustained by Guest or any Participant resulting from Guest's occupancy of the Facilities or any part thereof, or Event. All lost and found articles of Participants shall be turned over to Guest, its agents or employees or to the lost and found department of HTSC. (b) Guest shall exercise good care, as defined by industry standard, in its use of the Facilities and will be liable to HTSC for any damage or loss to the Facilities or to any other real or personal property of HTSC caused by the act or omission of HTSC or any Participant; payment for all such property damage shall be made within ten (10) days of Guest's receipt of notice from HTSC that such payment is due and owing.

7. Indemnification: Guest agrees to indemnify, defend and hold HTSC and its trustees, employees, faculty, students and representatives harmless from any loss, liability, claims, injuries, costs, damages or expenses, including without limitation reasonable attorney's fees (collectively "Damages"), in connection with any claims, including, without limitation, for illness, injury, death, loss or damage to any persons or property, arising from or connected with the Event or the use of the Facilities by Guest, its employees, agents, contractors, or Participants which occur in, on, or about the Facilities or any other portion of HTSC's facilities or campus, regardless of whether such Damages were caused or allegedly caused by or resulted from the negligence (whether characterized as negligence or gross negligence) of HTSC, its employees or agents. If any portion of this provision is determined to be unenforceable, the remainder shall still be enforceable to the fullest extent permissible.

8. Fees and Payment; Costs and Expenses: All Fees and Deposits are non-refundable unless otherwise agreed to in writing by HTSC. Guest will pay all Fees and other amounts due in connection with this Agreement no later than the applicable due date(s). In addition, Guest shall be responsible for payment of any and all costs and expenses (including reasonable attorney's fees) incurred by HTSC in enforcing any of Guest's obligations under this Agreement, including but not limited to Guest's payment and indemnification obligations.

9. Force Majeure: HTSC shall not be held liable for any delays or failures to provide the Facilities for the Event, or Request separate form for any other delays or, if such delay or failure is due, directly or indirectly, to any cause beyond HTSC's reasonable control, including, but not limited to, destruction of or damage to such space or HTSC's campus, acts of God, war, riot, terrorism, civil disturbance, fire, floods, environmental calamity or risk, inclement weather, restriction upon travel, food, beverages or supplies, strikes, lock-outs, labor disputes, health and safety concerns, pandemics (including COVID-19), epidemics or other outbreaks of diseases or other infections, failures in public supply of electricity, heating, lighting, air conditioning or public telecommunications equipment, or other such events, disturbances or conditions.

10. Entire Agreement: This Agreement constitutes the entire understanding and Agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof. No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party. The terms of this Agreement are severable and if any term or provision is found by a court of competent jurisdiction to be illegal and unenforceable, the remaining provisions shall be in force.

IN WITNESS WHEREOF, HTSC's and Guest's authorized representatives execute this Agreement by signing below. The parties may sign separate copies of this Agreement, and the separate copies will together form a fully signed copy of this Agreement.

(Guest Printed Full Name)

(Guest Signature)

Date

(HTSC Representative Full Name)

(HTSC Representative Signature)

Date