



Michael & Son
SPORTSPLEX
At Rockville



www.rockvillesports.com ♦ 60 Southlawn Ct. ♦ Rockville, MD 20850 ♦ 301.838.4455

Rental Contract

Date _____

Applicant Information

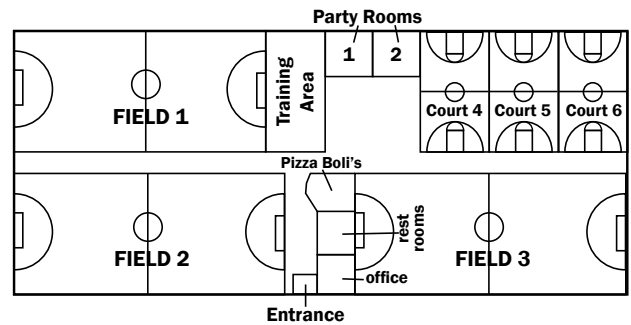
Name _____
 Organization _____ Home Phone _____
 Address _____ Work Phone _____
 _____ Cellular Phone _____
 Email _____ Fax _____

Permit Use Information

Program or Event Name _____ Number of Attendees Expected _____
 Description of Event _____
 Date(s) _____ Time _____
 Date(s) _____ Time _____
 Date(s) _____ Time _____

Space Requested (Check one or more as appropriate)

____ Field #1 ____ Large Training Area
 ____ Field #2 ____ Party Room 1
 ____ Field #3 ____ Party Room 2
 ____ Court #4
 ____ Court #5
 ____ Court #6



Costs

Prices do not include 10% sales tax; we do not rent 1/2 hour time blocks after 4pm during the week. Winter rates apply to all rentals before 4pm during our camp and school day-off seasons, and no discounts aside from what is already listed will be given.

HOURS

Spring and Fall Peak Hours: Weekdays - 5pm-midnight
 Summer: Peak Hours: Weekdays - 8am-3pm and 7pm-midnight
 Winter Peak Hours: Weekdays - 5pm-midnight, Weekends
 Spring and Fall Off Peak Weekdays: 10am-5pm, Weekends
 Summer: Off Peak: Weekdays - 3pm-7pm, Weekends
 Winter Peak Hours: Off Peak: 10am-5pm Weekdays

Rental Agreement Terms

- Rental Rates are for individual activities or practice times for teams. It is prohibited to rent practice fields and run tournaments, camps, clinics or leagues without the specific permission of management. Prices will vary for these activities. Please call the facility for prices and availability at 301.838.4455.
- Standard rental rates apply to all rentals that are considered a team training. If your rental is being used for any purpose that conflicts with any service offered by the Sportsplex then a 10% charge will be added to your rental rate. If your rental conflicts with a service offered by the Sportsplex then you must disclose this fact to management. If it is determined that your organization is running a clinic and it was not disclosed to management then a 10% increase will apply to your rental retroactively and an additional fee of \$250 will automatically be charged to the card on the next page.

 Definition of a Clinic - A clinic is a coach run class where players are signing up individually for the session. All individuals participating in a clinic are not members of the same team outside of the clinic.
 Definition of Team Practice - a session where all the players are members of the same team or are trying out for a team that is participating in outdoor leagues throughout the year.
- Discounts are given only for hours rented within the specific sessions. Hours do not have to be consecutive. All hours have to be booked in advance for discounts to apply. If you add additional hours after your contract has been executed you will not receive a discount. For example, if you book 8 hours on a soccer field in December and decide to rent an hour in February after you have completed your December contract, you will not receive the discounted rate. Full rates will apply.
- If you rent eight (8) hours or less, full payment is required at the time of the rental. If your total rental cost is less than \$750, full payment

is required at the time of the rental. If you rent more than eight (8) hours, a 25% nonrefundable deposit is required, with full payment owed at the time of the first rental. If you have a long-term rental that spans several months, you may opt to pay each month separately at the beginning of the month. This must be stated in writing by you at the execution of your contract. If your rental contract does not exceed two months, full payment is due at the time of the first rental. If payment is not received on the due date, a \$50 fine may be assessed and your rental contract can be terminated.

5. Cancellation Policy:

- a. All payments, including deposits are nonrefundable.
- b. Customers are responsible for full payment of all rentals within thirty days from the date of cancellation. Customers will be exempted from this responsibility if the SportsPlex is able to resell the cancelled time. It is the responsibility of the customer to find out if the time was resold. Deposits are nonrefundable even if time is resold. If a customer cancels outside the thirty day period, then any payments greater than the deposit will be refunded in full.
- c. If the facility is closed for any reason, customer shall receive a facility credit toward a future rental date. If no dates are available, customer shall receive a refund for only those dates in which the facility was closed.

6. All times shall be rented on the hour, in one-hour long increments.

7. Please include setup time in your rental. Please note: it takes about five to ten minutes to set up a volleyball court. It is the responsibility of the customer to include set up in their rental.

8. Please be courteous of others-- when your time is completed, promptly leave the court or field of play so that the next rental can use the field. It is the responsibility of the customer to end their rental at the allotted time. Anyone who continues to practice or play after their time has been completed will be billed and may forfeit their rights to future rentals at the SportsPlex.

9. Players shall play at their own risk

10. All customers must declare their use of the rental space. Any use outside this declaration will be an automatic forfeiture of their rental agreement.

Indemnification: The applicant assumes and agrees to be fully and exclusively responsible for the safety of the persons and property of all participants in the events during the Rental Period, including, without limitation, employees, participants, associates, guests, spectators, and any members of the public in attendance at any of the events being held by the applicant at the facility. The applicant shall defend, indemnify, and hold Michael & Son Sportsplex at Rockville, its officers, employees, and agents, harmless from and against any and all liability, loss, expense. Including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the applicant, its officers, agents, employees, participants, associates, guests, spectators and any members of the public in attendance at any of the events being held by the applicant at the Michael & Son Sportsplex at Rockville.

Insurance: (if determined as required by Michael & Son Sportsplex at Rockville): Applicant has, and shall maintain throughout the term of this agreement, general liability insurance, naming Michael & Son Sportsplex at Rockville as an "additional insured," in an amount of coverage not less than \$1,000,000 per occurrence, including personal injury and property damage. If you need insurance quickly, please visit: <http://www.kandkinsurance.com/sites/monumentsports/Pages/Home.aspx> for an online quote. Note: MMA events need to provide their insurance certificate for approval prior to making any reservations. Prior to the use of the property, applicant agrees to deliver to Michael & Son Sportsplex at Rockville a certificate of insurance and endorsement by an insurance company satisfactory to Michael & Son Sportsplex at Rockville, which names Michael & Son Sportsplex at Rockville as an additional insured and provides that the insurance company must provide Michael & Son Sportsplex at Rockville with at least ten (10) days prior written notice of any cancelation or reduction in coverage. The Certificate of Insurance and Endorsement must state that the applicant's General Liability policy is primary and non-contributory. If the applicant's rental involves sports activities, then the certificate of insurance must specifically state that the liability coverage includes Participant Legal Liability and will respond to liability claims made by athletic participants.

I have read and fully understand the terms and conditions of this agreement, have signed the waiver, and agree to abide by all rules of the sportsplex.

(name of applicant)

(signature of applicant) (date)

Credit Card Information:

Name:

Credit Card #:

Expiration Date:

CVN #:
