



Virginia Sports Complex

22182 Jefferson Davis Highway
Ruther Glen, Virginia 22546



"Outdoor Facility Contract Agreement"

Name of Your Event
Name of Host
Company / Organization
Address
City , State , Zip Code
Email Address
Contact Phone/Cell
Dates of Event/Program
Anticipated Attendance
ECTB, LLC. Director : Terry Schadler – 610-842-8333

SPORTS FACILITIES.

Month_____	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Field S1							
Field S2							
Field S3							
Field S4							
Field B1							
Field B2							
Field B3							
Field B4							

Dates Requested and Current Availability :

Contract Outline & Requirements : Licensee is responsible to **initial next to** each Requirement listed below indicating their understanding and agreement to follow the requirements, guidelines & responsibilities of this legally binding contract.

_____ 1. Licensor agrees to reserve and Licensee agrees to use the facilities on the following dates and times marked by an X and a number for amount of hours: Sample X (3) on a date means you are using that option for 3 hours that day.

_____ 2. **Field Charges :** Included in your field rentals is the Licensor's Staff, who is responsible to line, drag and maintain the playing surface at least twice a day. No Licensee will be permitted to maintain the fields.

FIELD :	Size:	Per Game Rate:	Light Fee Per Game/Field/Day
Fields 1-4	70' Fields #1-4	\$75 per game	\$60.00/game extra
Fields 5-8 -	90' Fields # 5-8	\$125 per game	\$80.00/game extra

_____ 3. **Gate/Merchandise Sales :** It is agreed that the Licensee will have the right to sell admission / merchandise for the tournament. The Licensee is responsible to pay Licensor a gate fee of \$30 per team per event on the softball fields and \$20 per team on the baseball fields. **VSC does not require outside hosted events to charge a Gate/Admission fee BUT Licensee is still responsible to pay Licensor the above noted fees per team.**

_____ 4. **SUPERVISION** : Licensor is not responsible for the conduct or supervision of Licensee’s group in any way and takes no responsibility for any accidents or incidents resulting from any lack of supervision. Licensee agrees to be solely responsible for the adult supervision of the Licensee’s group and guests. Licensor will require one adult supervisor for every team or ten individual players. There will be no form of security offered by VSC or its staff at your event.

_____ 5. **Insurance Required** : All events must carry Insurance coverage listing both parties, **VSC Associations LCC (8217 County Fair Lane, Ruther Glen, VA 22546) & ECTB LLC (PO Box 550, Ladysmith, VA 22501) as Additional Insured & must state: “Insurance coverage holds Facility and it’s Owners harmless of any and all liability”** and **Licensee** must provide proof of such insurance coverage WITH signed contract. IF Hosting an Event, Insurance MUST cover ALL Staff for the event, as well as participants and spectators for a minimum of one million per occurrence. If Hosting a Practice, Team Insurance must cover all participants.

Additional Insurance Options:

- a. Host of event who wishes to purchase TOURNAMENT INSURANCE, can do so by paying \$10/team in said event. Tournament Insurance will cover the entire event from start to finish, field insurance certificates for fields being used will be issued for event. All Staff members (including Host, Directors, Umpires & Concessionaires, Gate & Merchandise Staff will be covered during said event.
- b. Teams participating in event MUST provide Host VALID proof of Insurance listing the above parties as Additional Insured to their 3rd party coverage. Host must provide a copy of each teams VALID Proof of Insurance to Licensor PRIOR to the event start. ANY team who does not provide proof of 3rd party insurance prior to event start OR who does not have Team Insurance can purchase EVENT Insurance for their team for said event. EVENT Insurance is \$45/team per event and covers team just for said event.
- c. Individual Player Insurance Coverage is available PER Practice for \$3.00/person in the event that your team does not have insurance coverage already.
- d. Team Season Insurance Coverage is available for purchase for any team needing insurance coverage for the entire season. Visit www.ectb.org and click on 2012 Team Season Insurance for rates and coverage.

_____ 6. **Rain-outs:** Should a team take the field and have to vacate the field due to inclement weather, the field fees will be charged on a prorated basis based on the scheduled number of games on the field that day. The licensee shall bear the full cost of field drying materials used to reestablish field usage after a delay caused by rain or any other inclement weather conditions at a fee of \$10.00 per bag of drying agent. A reasonable attempt will be made, on a subsequent day, to reschedule games missed due to inclement weather. Should your entire event be rained –out and no games have been played the Licensor will give the Licensee a 100% credit towards a future date to be used within one year from the originally scheduled event, or 50% cash refund of field rental fees.

_____ 7. **SECURITY DEPOSIT:** Licensee will deposit with Licensor a refundable security/damage deposit in the amount of **(\$500.00)** upon execution of this Agreement as security for the punctual performance by Licensee of each and every obligation of Licensee under this Agreement. Licensor has the right to change or waive the amount of the Security Deposit. Licensee will be responsible for any and all expenses resulting from damages, missing items, excessive clean-up, rule violation or time extended beyond the terms set forth in this Agreement. In the event of any default by Licensee under the terms of this Agreement, Licensor may apply such Security Deposit to cure the default or to reimburse Licensor for any sum which the Licensor may have spent by reason of such default.

_____ 8. **CANCELLATION OF AGREEMENT:** In the event Licensee wishes to cancel this Agreement, written notice of such cancellation must be sent to the Licensor. There are no refunds as payments are set accordingly.

_____ 9. **Billing/Payment Terms:** Licensee agrees to the following payment schedule. All payments are non-refundable.

Payment Dates for Licensee	Percentages of Fees to Pay	Amount of Payment Due	Date of Payment received
Deposit Due with signed Contract	20% due to Licensor		
90 days prior to start event date	20% due to Licensor		
60 Days prior to start event date	20% due to Licensor		
30 Days prior to start event date	40% due to Licensor		

- _____ **10. Non – Refundable Deposit:** Each event scheduled by Licensee will carry a 20% deposit with each scheduled event contract, which is in addition to the security deposit requirement. Once the Licensor receives your signed contract with proper signatures and checks we will execute this agreement and send the Licensee a hard copy by US Mail to confirm. Upon confirmation, the Licensee will follow the payment plan laid out by the Licensor prior to the start of this event to fulfill this agreement. All Contracts must be paid in full 30 days prior to the start of the event. Failure to make timely payment may be deemed as a breach of contract and the Licensor may revoke the contract and all monies collected up to the time of the infraction are non-refundable to the Licensee and the contract will be null and void.
- _____ **11. Additional Fees:** Additional Fees may occur during this event such as, additional light charges and field Drying agents supplied which are needed to finish this event
- _____ **12. Smoking at Fields, Coolers or Pets** are **NOT** allowed at the fields or inside any buildings at any time. Please notify your participants. If the Licensor needs to get involved to correct the situation the party involved will be removed from the Facility for the duration of this event.
- _____ **13. LICENSE FEE: Estimate of Fees and Charges.** The estimated License Fee is as follows:

Outdoor Field Charges (Estimated) :

\$ _____ – 70’ Fields 1, 2, 3, & 4 @ \$75 X _____ games (does not include lights)
 \$ _____ – 90’ Fields 5, 6, 7, & 8 @ \$125 X _____ games (does not include lights)
 \$ _____ – 70’ Fields 1, 2, 3, & 4 @ \$135 X _____ games (with lights)
 \$ _____ – 90’ Fields 5, 6, 7, & 8 @ \$205 X _____ games (with lights)

\$ _____ TOTAL ESTIMATE OF FACILITY USAGE FEES

PLEASE NOTE : THIS IS AN ESTIMATE OF YOUR FEES. POST YOUR EVENT, LICENSOR WILL PROVIDE YOU AN ITEMIZED INVOICE REFLECTING ANY ADDITIONAL FEES ASSOCIATED WITH WEATHER OR LIGHT USAGE.

- a. **Method of Payment.** Payment may be made in cash, company check or by Credit Card. The initial deposits to execute this agreement must be made by credit card which includes the security deposit and the 20% event deposit. Once we finalize the total invoice for this event the Licensee will need to follow the payment plan set forth in this agreement.
- b. **Past Due Payments.** In the event that any charges remain unpaid at the end of this event the Licensor will invoice the Licensee for the balance due plus gate fees. The Licensee will have 15 days to pay the balance of the tournament invoice; a late payment charge will be added of 1.5% per month on the remaining balance until paid in full, plus reasonable costs of collection, including attorney’s fees if necessary. Security deposit will be returned within 15 days of all outstanding payments being received.
- _____ **14. CHANGES, ADDITIONS, STIPULATIONS OR LINING OUT.** Any changes, additions, stipulations or deletions including corrective lining out by either Licensor or Licensee will not be considered agreed to or binding on the other unless such modifications have been initialed and dated or otherwise approved in writing by the other.
- _____ **15. Schedule/Concessions:** A complete schedule must be available for the Licensor 72 hours prior to the start of the event and all concessions will be operated by the Licensor as **NO** outside vendors are allowed.

This event proposal contract has been submitted to potential **Licensee** on _____, _____, 2012. **Licensee** has seven (7) days from the date the contract proposal is submitted to them, to review, sign and return with all requirements. Only once the signed & dated contract, deposit and payment as well as VALID proof of insurance is received by **Licensors**, **Licensors** has seven (7) days from date of receiving signed contract to provide **Licensee** notification of whether contract, dates & times have been approved and accepted. There is no guarantee that this contract will be accepted as requested by the **Licensee**. As well, there are no guarantees that future event/s of the same nature will be approved.

Please note: No dates will be held until a signed contract and validate proof of insurance are received along with required deposit. Dates are subject to be given to first compliant customers.

Licensee

Licensors

Print Name: _____ Print Name _____

Signature: _____ Signature: _____

Date Signed by Licensee: _____ Title : _____

Date Approved: _____

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