



Newville Borough Field Rental Terms and Conditions

RENTAL AGREEMENT

This Rental Agreement (the "**Agreement**") will confirm the agreement between _____ (the "**Licensee**") and PA Impulse (the "**Licensor**") with respect to field use by Licensee at the Newville Borough Fields located at 64-99 Cover Alley, Newville, PA 17241 (the "**Facility**"). Licensee and Licensor hereby agree as follows:

1. Use of Field

Licensor hereby licenses Licensee use of a/the field(s) at the Facility ("**the Field(s)**") on the specific dates and times as set forth in Rental Confirmation Email attached hereto and made a part hereof for the purpose indicated on Rental Confirmation Email.

Licensee will ensure that they have allotted the proper amount of time to account for warm-ups, play time, etc., or Licensee may be required to leave the field prior to completion of their event.

Licensee's use of the Field is subject to any and all applicable rules, laws, orders and regulations.

2. Field Permit and Field Usage

- Field use requires a Rental Agreement and Rental Confirmation Email that may be attained by filling out online request form.
- Field rental and execution of this Agreement are confirmed upon receipt of the Rental Confirmation Email by the Licensee and receipt of an emailed acknowledgement from the Licensee by the Licensor. This will include acknowledgement of this rental agreement and fee estimates as stated in the Rental Confirmation Email. A general overview of the costs can be seen in the Fee Schedule below.
- Activities must coincide with the time indicated on the Rental Confirmation Email and occur only on the designated Field.
- Fields are for playing softball / baseball only and not for any other activities.
- Unauthorized use of any field is prohibited.

3. Term

The term of this Agreement shall commence on the Rental Date / Time and continue through the Rental Date / Time as set forth on Rental Confirmation Email (the "**Term**").

4. Prohibited at the Facility

The following are prohibited at the Facility:

- Weapons
- Illegal drugs and paraphernalia
- Alcohol
- Glass containers
- Tobacco products
- Pets and animals (other than registered and leashed service dogs)
- Fireworks, flares, and smoke bombs
- Fuel heaters
- Open flame grills (propane and charcoal)
- Generators
- Remote controlled cars
- Scooters, hover boards, Segways and similar devices (automated and non-automated)
- Skateboards
- Inline skates
- Bicycles
- Motorized vehicles (other than those for ambulatory needs)
- Spray paint, powder, duct tape or any other substance to mark fields
- Metal cleats
- Air horns
- Laser pointers and laser pens
- Confetti
- Other items deemed detrimental to the Facility by Licensor

5 Equipment & Outside Services

Licensee is not permitted to bring generators, tent structures larger than 10' x 10', porta-toilets, ice merchandisers, stages, scissor lift or filming platforms, golf carts or contract with 3rd party vendors for services (e.g. third party security or ambulance companies) without written approval by Licensor in Licensor's sole discretion. Licensee must contract with Licensor's preferred Facility vendors & providers.

6 Selling of Goods, Services or Products

Licensee may not sell, nor hire a third party to sell, admission tickets, food, beverages, merchandise, or any other items at the Facility without the prior written consent of Licensor.

7 Advertising, Signage, Banners

Licensee may not post, place, hang or distribute pamphlets, handbills, or advertising material of any kind at the Facility without the prior written consent of Licensor.

8 Field Closure and Inclement Weather

The Facility operates on a delay first, cancel second, policy pertaining to field closures due to necessary field maintenance or inclement weather. Licensee may reschedule should inclement weather or maintenance render a Field unusable. Rentals are subject to availability. Licenser is not responsible for any costs incurred by Licensee caused or related to rescheduling Licensee's event.

Licenser may cancel, suspend, or postpone events due to inclement weather that jeopardizes safety. Licenser delays first and cancels second regarding field closures due to inclement weather.

Should the Licensee cancel within 30 days of the event, 50% of the rental fee may be charged by the licenser for administrative inconvenience. If the Licensee cancels within 7 days of the event the full cost may be charged to the Licensee.

9 Field Status

Licenser provides field status (weather and closure) information via the Point of Contact (POC) associated with the Rental Request.

10 Supervision and Damages Occurred

Licensee is responsible for Licensee's invitees at the Facility. Misuse of the Facility or failure to abide by the regulations will be sufficient reason to deny any future rental request. Licensee is responsible for any damages caused to, or at, the Facility by Licensee or Licensee's invitees. This includes a \$100 cleaning fine as a result the Licensee leaving litter or other refuse behind.

11. Parking and Entry

The Licensee will be given access to the fields on the agreed upon date / time. Information regarding access to the facilities will be shared in the confirmation email.

PARKING IS AT YOUR OWN RISK; Licenser is not responsible for accidents, theft, vandalism, or other related events that occur at the Facility.

- Vehicles left overnight are subject to being towed or ticketed, at the owner's expense.
- Vehicles should not impede any entrances, sidewalks, bridges, gates, and garbage receptacles at the Facility.

12 Park Cleanliness

Licensee is required to maintain a clean environment. This includes cleanliness during each rental and prior to Facility departure after rental. Facility staff will assist in keeping fresh trash bags within Facility trash cans. It is the responsibility of the Licensee and its invitees, to ensure trash is disposed in proper trash receptacles.

Licensee is encouraged to meet with Licenser, if available at **The Fields**, prior to departure regarding cleanliness and limit the potential of a cleaning fee.

Licensor reserves the right to assess a minimum \$100 cleaning fine per Field following each rental if additional cleaning is required. Both the assessment and magnitude of this penalty are at the discretion of the Licensor.

13 Payment & Refund Policy

Daily / Hourly Rentals - Licensee will be invoiced as according to this agreement and Confirmation Email (attached). Should the schedule be impacted by the weather, an adjustment to the fee may be made at the sole discretion of the Licensor.

Seasonal Practice Rentals - Licensee will be invoiced for the season. Refunds will not be given for individual practice cancellations due to inclement weather or any other reasons. If practices must be canceled consecutively due to a single continuous event, for example natural disasters, Licensor may issue a pro-rated refund at Licensor's discretion.

Invoices will be delivered after use of the fields. Payment must be made in accordance with the terms set forth on the invoice provided, generally payable immediately upon receipt of the invoice or as otherwise stated in the Rental Confirmation Email. Cash payments will not be accepted, only checks or electronic forms of payment. All payments must be addressed to the PA Impulse, not to any person even if they are a representative of the Licensor .

If Licensee's event is canceled by Licensor due to inclement weather or required field maintenance (and an immediate field replacement is not available) the parties shall agree on a rescheduled date if possible.

14 Revocation

Licensor reserves the right to terminate this Agreement if Licensee breaches this Agreement or:

- provides incorrect information on an application form,
- fails to adhere to the rules and regulations of the Facility,
- Licensee transfers or resells its permit,
- fails to adhere to the payment schedule outlined on the Rental Confirmation Email
- or for any other reason that compromises the spirit of this agreement or the cleanliness of the facility.

15 Certificate of Insurance

Licensee agrees to furnish a Certificate of Insurance as per the Licensor's requirements at the time of execution of this agreement. Failure to furnish the aforementioned Certificate of Insurance will result in a denial of use of the facility.

16 Release & Indemnity

Licensee, Licensee's heirs, executors and administrators hereby release, discharge and agree to defend, indemnify, hold harmless and forever discharge Licensor, PA Impulse, and their respective affiliates, owners, board members, officers, agents, employees, contractors, successors and assigns, past and present (collectively, the "Released Parties" and each individually, a "released party"), from and against any and all claims, demands, actions, costs, losses, expenses, damages or causes of action for damages or other claims of any nature arising out of or in any way connected with Licensee's activities at the Facility (the "Claims"), including Claims occasioned wholly or in part, by any act or omission of a Released Party. Furthermore, Licensee agrees to defend, indemnify, hold harmless and forever discharge the Released Parties from (i) bodily injury to persons, up to and including death, caused by the acts, errors, and/or omissions or the willful misconduct of Licensee its invitees or subcontractors, (ii) damage to property caused by the acts, errors, and/or omissions or the willful misconduct of licensee its invitees, or subcontractors, (iii) losses arising from

the negligence of a released party, (iv) losses arising from COVID-19 and variations or mutations thereof, or (v) the material breach or default by Licensee of this agreement.

17. Governing Law & Venue

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Venue for any disputes arising out of this Agreement shall be in Cumberland County, Pennsylvania.

18. Force Majeure

If a Force Majeure Event prohibits, prevents or delays any party, whether directly or indirectly, from performing any of its non-monetary obligations under this Agreement, then such party shall be excused from such performance to the extent, but only to the extent, made necessary by the Force Majeure Event and only until such time as the Force Majeure Event terminates or is revoked or resolved. The absence of a reference to the term "Force Majeure Event" in any provision of this Agreement shall not be considered in interpreting whether such provision may be subject to a Force Majeure Event. "Force Majeure Event" shall mean any act, event or condition (except, in each case, for the payment of money) which is beyond the reasonable control of the party asserting the Force Majeure (defined below), which wholly or partially prevents or delays the performance of any of the duties, responsibilities or obligations of the party asserting the Force Majeure. The term "Force Majeure" shall include, but not be limited to, an act of God; an act of the public enemy; civil disturbance or unrest; lawsuits; injunctions; lightning; fire, explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics; strike, lock-out or labor dispute (without regard to the reasonableness of any party's demands or any party's ability to satisfy such demands); accident or sabotage; unusually severe weather (including hurricane, earthquake, tornado, landslide or flood); war (whether declared or not) or threats thereof; blockades; embargoes; condemnation or other taking by the action of any governmental body on behalf of any public, quasi-governmental or private entity; other governmental action or change in law; shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation; or COVID-19 and variations or mutations thereof and any related epidemics, residual effects, economic impact and results thereof.