



FACILITY USE AGREEMENT

This documents the agreement between the Oklahoma HIVE (“HIVE”) , a registered 501C3 non profit organization, and Insert Name as it relates to the rental of court facilities at 14414 N. Lincoln Blvd. OKC, OK. To have and hold hours of court rental as agreed upon by the HIVE and Insert Name.

1. **TERM OF AGREEMENT** - This agreement shall commence on April 1, 2022 and stay in effect until August 31, 2022. In particular, this agreement pertains to tournaments held on the following dates:
2. **RENTAL FEES** - Rental fees are calculated per court, on an hourly basis. Rental fees will be \$45 per hour . Use of any other areas (Training Center, HIVE) shall be arranged for in a separate agreement or on an individual, as needed, basis.
3. **RENTAL PAYMENTS** - Insert Name agrees to pay rental fees for court usage on a monthly basis with payments due within 15 days of billing.
4. **USE OF PREMISES** - Insert Name shall have the use of the courts for basketball. Equipment for the activities (basketballs, volleyball nets, etc.) will be provided by Insert Name.
5. **GOVERNMENTAL REGULATIONS** -
 - a. **Occupancy** - Insert Name will implement practices to ensure the occupancy limit of 225 and any necessary adjustments as communicated to Insert Name are adhered to.
 - b. **COVID** - Insert Name will take reasonable care to ensure compliance with any and all governmental restrictions related to social distancing and/or other measures deemed necessary by such governmental bodies.
6. **SECURITY** - Insert Name will provide security as deemed necessary to maintain occupancy and ensure fans/players are exhibiting appropriate sportsmanship and behavior.
7. **CANCELLATIONS** -
 - a. Cancellations by Insert Name
 - i. **Weather** - Cancellations due to weather will be determined by Insert Name; however, rental fees for those hours will be honored.
 - ii. **Other** - Cancellations made for non-weather reasons must be communicated 72 hours prior to the start of the rental. Failure to make such notification will result in fees being honored by Insert Name.
 - b. Cancellations made by the HIVE - Cancellations decided by the HIVE due to unforeseen circumstances will be immediately communicated to Insert Name and there will be no charge for those hours/days.
8. **INSURANCE** - Insert Name will carry appropriate personal injury and liability insurance and provide the HIVE with a certificate(s) of insurance. Insert Name agrees to hold the HIVE harmless for personal injury claims related to activities within the HIVE facility.



9. **LIABILITY FOR DAMAGES** - Notwithstanding any language to the contrary, HIVE shall not be responsible for any damages caused by Insert Name Participants. Insert Name agrees to hold harmless and indemnify HIVE from any and all claims that are brought or maintained by third parties against HIVE by reason of the acts or omissions of Insert Name.
10. **DAMAGE TO/REPAIR OF PREMISES** - Repairs of damage incurred during Insert Name rental shall be paid for by Insert Name. The HIVE shall promptly notify Insert Name of any such damage.
11. **OTHER SERVICES** - The HIVE will maintain common areas to ensure they are clean and in working order and allow for safe entrance and egress from the facility.
12. **UNTENANTABLE PREMISES** - If the HIVE shall be damaged by fire, casualty, natural disaster, or other cause so as to be untenable in excess of 90 days this agreement becomes unenforceable.
13. **BINDING EFFECT**- The terms and conditions of this agreement shall be binding upon the parties, their agents, administrators or legal successors. Failure to adhere to the guidelines presented in this contract may lead to cancellation of this agreement and cancellation of remaining scheduled games.

Approved By:

HIVE Representative:

Approved By:

Insert Name Representative:
