

POLICIES FOR FIELD, STATIONARY BATTING CAGES 1-4, AND FACILITY USE

**As a representative of your Team/Organization, you agree to share these Policies with all Coaches and Assisting Staff which may include parents and players.*

RENTAL REQUIREMENTS

84-Sports is a controlled access indoor sports facility that requires all teams/organizations scheduling more than three (3) practices to have a signed contract before using the facility.

All teams/organizations using the Facility must have the following paperwork on file with the 84-Sports administration office before using the facility. The Property Manager will assist you with completing the paperwork if needed:

- A current Certificate of General Liability Insurance
- A current Rental Agreement signed
- A current Roster of **ALL** coaches and team roster players
- A current Waiver form for **ALL** coaches, assistants and team roster players

Reservations will be based on Renter's past history and Facility needs. All remaining available time slots will be based on a first come first served basis thereafter.

FIELD USE RULES

Teams/organizations may only use their assigned field during their scheduled practice time slot. Using the field prior to or after scheduled reservations may result in an additional charge for the usage. 84-Sports may also charge an additional amount for any practice/event continuing past the scheduled time slot rented as agreed.

Only those individuals who have signed Waivers on file with the Facility will be permitted on the field. Spectators, siblings, parents, assistant coaches and others without signed Waivers on file with the Facility are not permitted inside any netted areas.

All throwing of balls, swinging of bats, practices, play, soft toss of balls shall be conducted inside netted areas only. Aisles are to remain free of all play and practice for safety reasons.

Teams/organizations are expected to keep the fields clean and free of all litter including drinks, water bottles, candy, gum, seeds, tobacco products, athletic tape, etc. All trash generated must be picked up prior to the conclusion of practice and end of time slot rented.

STATIONARY BATTING CAGES 1-4

Stationary batting cages 1-4 are **NOT** included with a field rental. All individuals entering a cage **MUST** have a Waiver on file with the facility. Individuals under the age of 18 must have a Waiver signed by their parent or guardian. Waiver forms are available at the Front Desk and online.

All practice, play, toss, and pitching are permitted only inside of the netted cages or fields. Aisles are not to be used for this function due to safety regulations. Screens are not to be removed or added to any stationary batting cage without consent from the 84-Sports Team Member on duty.

Only two (2) people are allowed inside of a cage at one time (the pitcher and the player) during live pitching. Please remember that Coaches and Organizations are responsible for the safety of their players. Stationary Batting Cages are not to be used as a form of containment for toddlers as a safety rule. It is the policy of 84-Sports to always yield on the side of safety for all guests visiting 84-Sports.

EQUIPMENT

Renters shall not remove or take 84-Sports property outside of the Facility or netted areas for any reason. All Facility equipment used during the scheduled practice time slot must be returned to the staging area (South end of each field) before the end of the Renter's practice session – tunnels need to be collapsed.

Renters are welcome to bring in any team or personal equipment needed for practice but must remove all such equipment from the field or cage at the end of their practice time slot. 84-Sports will not store any personal or team equipment unless approved by the Owner.

SET UP/CLEAN UP

Should the Renter's reserved field be empty prior to the rented time slot, the Renter may begin set up of equipment ten (10) minutes prior to the reserved time slot. Set up prior to ten (10) minutes may result in an additional charge.

Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made alterations of any kind therein without approval from the Property Manager or designee prior to practice.

Renter shall be responsible for cleanup of the field or stationary batting cage rented prior to the end of the rented time slot. Teams/organizations shall pick up and remove all trash generated by all activity in any way connected with its use of the Facility leaving the Facility clean and free of all trash and litter.

Renter shall not store any equipment or materials at the Facility without prior approval of the Owner of the Facility. 84-Sports is not responsible for any damage incurred to equipment left at the Facility and is not responsible for any loss or theft of items left behind.

Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by 84-Sports as a result.

ARTICLES LEFT ON THE PREMISES

84-Sports has a Lost & Found area. 84-Sports has the sole right to collect and have custody of articles left on the Premises. Items or equipment left on the Premises after the scheduled practice time may be removed, stored, or disposed of by 84-Sports without notice. Please check with Lost & Found for any items left behind.

WEATHER RELATED CLOSURES

84-Sports reserves the right to cancel reservations due to weather related issues. If weather related cancellations occur, every attempt will be made to reschedule the cancelled reservation as soon as possible, schedule permitting. Should an opening not exist, a credit will be applied to the Renter's account or a refund will be given.

CANCELLATION POLICY FOR INDIVIDUAL TIME SLOT

Cancellations made by the Renter prior to 48 hours before the scheduled rental session may be eligible for facility credit to be used by the end term of their contract agreement. Cancellations made by the Renter in less than 48 hours before the scheduled rental session will not be eligible for facility credit unless the time slot is rented by another Renter. 84-Sports will do all possible to rent the time slot.

CANCELLATION POLICY FOR INDIVIDUAL TIME SLOT – COVID-19 RELATED

Cancellations made by the Renter prior to a scheduled rental session due to a COVID-19 related issue may be eligible for facility credit to be used by the end term of their contract agreement. Be advised that should a Renter cancel due to a COVID-19 related issue, 84-Sports will cancel all scheduled rental sessions specifically for that Renter for a 2 week period following the cancellation date. The Renter may resume scheduled practice sessions after the 2 week period.

CANCELLATION POLICY FOR COMMITTED TO "SEASON"

If, for any reason, the Renter cancels their committed to "season" prior to their Rental Schedule term as noted in their contract, the Renter is responsible for the lost revenue incurred by 84-Sports. If 84-Sports is able to rent the committed to "season" time slots, the Renter will no longer be responsible for those slots. 84-Sports will do all possible to rent the committed to "season" time slots.

CLEANING PROCEDURES AS RELATED TO COVID-19 BY 84-SPORTS

The 84-Sports Staff will be cleaning common/frequently touched areas a minimum of every hour with a disinfectant cleaner and/or wipes. This includes the front lobby, doors, tables, vending machines, bathrooms and common equipment used (note we will not interrupt practices to clean pitching screens but will rather clean the screens in between practice sessions). Staff will wear nose & mouth coverings/face masks inside of the facility and will frequently use hand sanitizer. Hand sanitizer will be available at the Front Desk for use by all guests.

INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless 84-Sports and its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and property.
2. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of 84-Sports and property to the Property Manager or designee as soon as practicable.
3. Renter is solely responsible for supervising all players on Renter's team/organization while at the Facility. 84-Sports may evict individuals from the Facility at any time if conduct is not in the best interest of the public or players or is deemed to be detrimental in any way.