

Youth Sports Head Injury/Concussion Compliance Acknowledgement/Waiver

This page must accompany each Rental Agreement form. Use of Real Life Sports Fields and Courts will not be approved until this page is returned and requirements of this application are complete and approved by the Real Life Sports.

Team/Organization: **CDA Charter Academy**

As the main contact, I verify all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed by providing me with the necessary and appropriate education on concussion as mandated under subsection 33-1625, Idaho Code. The education included appropriate guidelines that identified the signs and symptoms of concussion and head injury, and described the nature and risk of concussion and head injury in accordance with standards of the Centers for Disease Control and Prevention.

Signed:



R. Aaron Lippy

Name

V.P

Title

5-10-23

Date



Date Received / /
 Rental Number

Field/Court Use Application

Contact Information
 Ann Cone 208.777.7325
 acone@reallifeministries.com
 1866 N. Cecil Road
 Post Falls, ID 83854

Applicant/USER GROUP/Contact Information **MUST BE FULLY COMPLETED TO BE**

| | | |
|----------------------------------|-----------------------------------|--|
| Name: CDA Charter Academy | Phone Number: 208-676-1667 | Email: alippy@cdacharter.org |
|----------------------------------|-----------------------------------|--|

Address: 4904 N. Duncan

City: Coeur d'Alene **State:** ID **ZIP Code:** 83815

User Group Affiliation

| | |
|---|--|
| User Group Affiliation: Yes No (Please Circle) | User Group Name: CDA Charter Soccer |
|---|--|

User Group Address: Same

Phone: Same **E-mail:** **Fax:**

User Group Details

| | | | |
|----------------------------------|---|--|---|
| (Select One in Each Area) | <input type="checkbox"/> Recreation <input type="checkbox"/> Select/Premier | <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Adult | |
| Varsity Football Practice | # of Competitive Players _____ # of Recreational Players _____ | # Total of Players _____ # Field Requests _____ | <input type="checkbox"/> League <input type="checkbox"/> Practice <input type="checkbox"/> Both |

Requested # of units By Season/Field Type/Quadrant -Season dates are approximate-Subject to Change

| Season | Soccer/Football/Other | | | | Courts | | | | Total |
|---|-----------------------|---|--|--|--------|---|---|--|-----------|
| | 1 | 2 | | | 1 | 2 | 3 | | |
| Spring Season (March 1st-May 31st) | | | | | | | | | |
| Summer Season (June 1st-August 31st) | X | X | | | | | | | As Agreed |
| Fall Season (Sept 1- Nov 30th) | X | X | | | | | | | As agreed |
| Winter Season (Dec 1st – Feb 28th) | | | | | | | | | |

Statement of Liability

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE & BELIEF THAT I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE RULES AND REGULATIONS GOVERNING THE PROPOSED FIELD USE(S) AS STATED IN THE "ATHLETIC FIELD USE RENTAL GUIDE". I AGREE TO ABIDE BY THESE RULES, AND FURTHER CERTIFY THAT I AM ALSO FINANCIALLY RESPONSIBLE FOR ANY COST AND FEES THAT MAY BE INCURRED BY OR ON BEHALF OF THE EVENT TO REAL LIFE MINISTRIES. I CERTIFY ON BEHALF OF THE USER GROUP AS ITS DULY CERTIFIED AGENT THAT I HAVE READ AND BY MY SIGNATURE ACKNOWLEDGE THE "RLM RELEASE OF LIABILITY AND ASSUMPTION OF RISK" DISCLOSURE ATTACHED HERETO..

Payment for all rentals due within 30 days of invoice date. Invoices will be sent out monthly.

| | | |
|---|-----|-------------------------------------|
| I would like to receive information about upcoming events from the Real Life Ministries! | YES | <input checked="" type="radio"/> NO |
|---|-----|-------------------------------------|

| | |
|--------------------------------|----------------------|
| Signature of applicant: | Date: 5-10-23 |
|--------------------------------|----------------------|

| | |
|---|--------------|
| Approval of Real Life Ministries | Date: |
|---|--------------|

**REAL LIFE MINISTRIES – SPORTS &
OUTDOORS
ATHLETIC FIELD/COURT RENTAL GUIDE
2023**

Introduction

Real Life Ministries – Sports & Outdoors - oversees and manages the athletic field and athletic court scheduling for Real Life Ministries to assure quality, maintenance, equitable distribution and appropriate use by the public, and when necessary, protection of fields/courts from overuse.

The following guidelines are intended to assist USER GROUPS when making facility reservations and to guide Real Life Ministries staff in resolving conflict that arises with scheduling fields and courts. However, Real Life Ministries staff may deviate from these guidelines as determined necessary and appropriate.

Athletic Fields & Athletic Courts

Real Life Ministries – Sports & Outdoors - manages and schedules play at *The Fields and The Courts at Real Life Ministries – Post Falls Campus and other areas that are typically used for athletic activities at Real Life Ministries – Post Falls.*

Facility Contact Information

Field/Court Scheduling and Allocations

Ann Cone

208.777.7325

Email: reallifesports@reallifeministries.com

Facilities Operations and Questions

Eddie Bateman

208.777.7325

Email: reallifesports@reallifeministries.com

WHO NEEDS TO RESERVE FIELDS/COURTS?

Sports Associations

Non-Profit Organizations

Schools

HOW ARE ATHLETIC FIELDS/COURTS ALLOCATED?

Groups requesting rental of athletic space for games or practices must complete an [Athletic Field/Court Use Application](#). All USER GROUPS must meet all application requirements as outlined within this document.

Field/Court Allocation Priorities

In general, tournament or league games will take priority over practices.

1. Guidelines

- a. RLM Sports & Outdoors has sole discretion to assign and schedule all fields/courts and shall

have the authority to approve or deny specific requests as well as reassign fields/courts due to extenuating circumstances.

- b. Deposit of up to 50% of the total cost of the rental is due within 7 days of the rental request paperwork being sent out to the User Group. Entire balance is payable no later than 7 days prior to the User Group's event (unless other arrangements have been made).

2. Field /Court Allocation Priorities:

- a. Tournaments-If the level or type of tournament changes after approval you must inform RLM Sports & Outdoors in writing before changing a date, level, or type of tournament. Violations of this section may result in your tournament being terminated or an additional fee being charged.
- b. RLM Sports & Outdoors Programs take precedence on all Real Life Ministries locations. These programs will primarily be general adult and youth recreation sport programs.
- c. Other requests - will be decided after reviewing availability.

3. Field/Court Scheduling Process

- a. For cancellations or changes due to weather, user groups are responsible to re-request cancelled field space.

4. Cancellation Policy

- a. For a 100% refund of the rental fees, cancellation request must be made, in writing, no later than 90 days before the date of the reservation.
- b. For a 25% refund of the rental fees, a cancellation request must be made, in writing, no later than 60 days before the date of reservation.
- c. There shall be no refund for any cancellation made within 30 days prior to the reservation date. Unless otherwise agreed.

Application Requirements

1. Certificate of Insurance with proof of required coverage through duration of the reservation period must be provided at time of application (see below for details).
2. Athletic Field/Court Use Applications or other required documents that are incomplete, not received or received after the deadline will not be considered on a first-come first-served basis.
3. All applications must identify one person to contact and a secondary in case of an emergency.
4. Specific *Tournament requests* must be made through a separate Tournament Facility Use Application. (see additional "tournament requirements")

Insurance Requirements

1. USER GROUPS shall secure and maintain, at no expense to Real Life Ministries, a comprehensive general liability policy issued by one or more companies authorized to provide insurance in the State of Idaho. Under such insurance:
 - a. Real Life Ministries shall be identified as an additional named insured;
 - b. Liability limits shall be \$1,000,000 combined single limit for personal injury and property damage;
2. Field /Court Use Agreements require insurance verification at the time of application submittal. The USER GROUP shall, at the time of application submittal, file with Real Life Ministries certificate(s) of insurance showing insurance coverage in force prior to start of field/court use or activities.
3. Real Life Ministries reserves the right to require additional insurance and/or additional fees

depending on type of activity planned.

Field / Court Scheduling Policies

1. Each USER GROUP will schedule their own games & practices according to the number of field/court units they have been assigned.
2. USER GROUP schedulers are required to give 30 business days' notice when requesting any changes for field/court use.
3. Trading scheduled use times between USER GROUPS is prohibited.
4. USER GROUPS may not "sub-lease" their approved fields.
5. Synthetic turf fields may be available year-round depending on the ability of Real Life Ministries to ensure adequate field safety and performance of proper turf & facility maintenance.

Application / Deposit / Payment Policies

1. Field /Court Use Agreements must be filled out and signed.
2. All checks sent to: Attn: Ann Cone, Real Life Ministries, Inc., 1860 N. Cecil Road, Post Falls, ID 83854,
3. The final payments for field use are due according the monthly invoice sent out. Payments will be due on the last day of the month for prior month's usage.
4. Payments not received within the allotted time will affect requests for the following year.
5. Fees are subject to change based on increased field maintenance costs.

Athletic Field /Court Use Fees

Real Life Ministries retains:

100% of food, beverage concession sales on campus grounds unless written permission given by Director

Real Life Ministries 2023 Use Fees (Subject to change)

| Athletic Facility Use Fees | Type Per Field | 2022 Per Hour |
|----------------------------|------------------------|---------------|
| "The Fields" | Turf Field (per field) | \$50per hour |
| "The Courts" | Court (per court) | \$40 per hour |
| Lights (per hour) | | \$15 per hour |

| Athletic Facility Tournament Fees | Type | Notes | 2022 |
|-----------------------------------|--|--|---------------------------------------|
| Real Life Ministries | | <i>All Complex Fields/Courts Times</i> | |
| "The Fields" | Full Day Half Day (am) Half Day (pm) | 7a-9p (Full Day) 7a - 2p (Half Day) 2p-9p (Half Day) | \$1250 (Full Day) \$650 (Half Day) |
| "The Courts" | Full Day Half Day (am) Half Day (pm) | 7a-9p (Full Day) 7a - 2p (Half Day) 2p-9p (Half Day) | \$1500 (Full Day) \$800 (Half Day) |

Tournament Field Use Fees

**A non-refundable field reservation fee of \$350 is required with each tournament application. This fee must be paid to the Real Life Ministries at the time of applying for your tournament(s), which will be applied towards final tournament cost. If the tournament is cancelled for any reason, the \$350 reservation fee is not refundable.*

All tournaments running past the allocated time may be charged additional fees.

In order for future tournaments to be considered, the tournament organizer must meet the following requirements:

You performed within the scope of your tournament application and did not cancel the tournament.

Tournament Requirements / Fees / Payment

In addition to the General Rules and Regulations, USER GROUPS sponsoring tournaments must adhere to specific tournament policies.

Tournament Game Schedule

A game schedule must be submitted to Ann Cone by noon seven business days prior to the starting date. You are required to provide this schedule in writing. You may email your schedule to: acone@reallifeministries.com

- Games will not be scheduled to start earlier than 8 a.m.
- Games must be completed no later than 9 pm. There are no exceptions due to Real Life Ministries campus policy.
- Two tournaments at the same complex will not be scheduled on the same day
- Leagues may play on the same day as tournaments, provided there is a two hour break between the end of the tournament and the start of league play.
- Admission fees may be charged.
- Real Life Ministries administrates food concession sales. All concessionaires must have a signed contract in order to sell food. **Tournament directors may not sell any consumables. Tournament directors may sell T-shirts, sweatshirts and hats promoting their tournament (Please refer to "Athletic Field /Court Use Fees" Section on p.6).**
- Tournament directors are responsible for informing all teams, coaches, officials and participants of Real Life Ministries' policies, procedures, rules and regulations.
- The tournament director/sponsor will provide each team with the tournament procedures to include the rules and regulations as well as any associated policies and procedures as

required by Real Life Ministries. Failure to comply may result in the denial of further use of facilities or the cancellation of scheduled events.

Field Playability

Real Life Ministries will also reserve the right to limit the amount of scheduled and non-scheduled play on athletic fields during any given season to prevent excessive damage to turf.

Field Closure/Rainouts – During periods of inclement weather, field closures will be determined by maintenance personnel before 2:00 pm daily. If maintenance personnel are unable to make a definitive determination to the playability of the field, it will be up to the official to make the call if the field conditions are playable. Closures may result from poor playing conditions that could cause safety hazards for the public.

Damaged property that could result in excessive repair work to bring the field back to a playable condition may result in a field closure.

It is the USER GROUP'S responsibility to obtain field closure information.

If a field is closed, no practice or tournament play is allowed.

General Rules and Regulations

The following rules and regulations are in place to preserve the integrity of the fields for the best interests of all users. Real Life Ministries reserves the right to immediately terminate the use of fields and the USER GROUP agrees to immediately vacate the premises upon notification of termination for failure to adhere to the rules and regulations. Failure to comply with these rules and regulations may jeopardize USER GROUP'S future use of Real Life Ministries Athletic Fields.

Authorized USER GROUP representatives are directly responsible for informing their team coaches/representatives of all Real Life Ministries policies regarding use of athletic fields.

Real Life Ministries reserves the right to require police or other security supervision for any event booked. Security requirements must be met and confirmed prior to the event date. Cost of police or other security supervision will be charged to field user.

Real Life Ministries is not responsible for any personal property loss, damage to vehicles, etc.

NO OVERNIGHT PARKING

No private vehicles may be driven in the complexes. Any materials or items that need to be

delivered should be scheduled with the operation or maintenance staff prior to the event.

USER GROUPS must check soccer goals to make sure they are secure before they are used. If they are unsecure, they must bring it to the attention of Real Life Ministries Operations staff immediately.

Alcoholic beverages are not allowed in any Real Life Ministries athletic field/court.

All forms of tobacco, gum, shelled seeds (sunflower seeds) and shelled peanuts are strictly prohibited from being consumed on "The Fields."

All forms of tobacco, gum, shelled seeds (sunflower seeds) is strictly prohibited from being consumed on "The Courts."

Users, its members, guests and invitees will show respect and sportsmanship Real Life Ministries' staff, officials, opposing team(s) and spectators.

USER GROUPS may not use athletic fields unless pre-scheduled.

There is to be no scheduled play at Real Life Ministries' sports complexes before 8:00 am or after dusk on unlighted fields and no use after 9:00 p.m. on lighted fields.

USER GROUPS should make necessary changes, amendments, or alterations to their rules and regulations concerning games stopped during an inning due to time regulations.

Use of peripheral items or equipment such as scoreboard controls or P.A. systems are permitted by special request only. All special requests must be made with the Director in advance. Authorized and trained personnel only can conduct use or operation of any peripherals.

Climbing on fences is prohibited.

Golf is prohibited from being played on all athletic fields at all times.

Soccer goals and equipment will be left at the field/court complex it is assigned to. Real Life Ministries will not transport equipment to another field/court complex.

Soccer fields will be lined and goals positioned for a full size soccer field. Any modifications to the size of soccer field must be made by Real Life Ministries unless otherwise agreed in writing.

Users, its members, guests and invitees, shall not solicit, sell or provide goods and/or services on the premises (premises to include all facilities including parking lot areas), without written permission from Real Life Ministries.

USER GROUPS must inform Real Life Ministries of any special equipment (dunk tanks, horse rides, concession stands, music stages, etc.) that might be used during your event.

USER GROUPS requiring use of electrical power/water (if available) will be assessed an additional fee. Electrical hook-up for amplification of music (of any kind) requires permission from the Real Life Ministries.

Amplified sound must be kept at a reasonable volume. Any complaints from the surrounding neighborhood will void all amplified sounds from your event or future events.

The Real Life Ministries maintenance will complete all field maintenance. USER GROUPS will not be allowed to drag, rake, add field drying agent ("Turface") or line any part of athletic fields unless assigned under the terms of the Athletic Field Use Agreement.

USER GROUPS must leave the campus in satisfactory condition (clean and free of damage). All litter and garbage must be disposed of properly. USER GROUPS damaging Real Life Ministries' property will be held responsible for the cost of repair, replacement, or clean up. If any equipment or supplies are moved temporarily for USER GROUPS'

event, those items must be returned to their original location prior to leaving the facility. USER GROUPS need approval for any tents, signs, banners, posters etc. they would like put up from the Real Life Ministries. Nailing or stapling of schedules, banners, posters, etc. to any part of facility is prohibited. Tent spikes are prohibited. USER GROUPS may use tape, string, rope, or other approved items. Items must be removed at the conclusion of event.

USER GROUPS may not store items on Real Life Ministries property during or after your event, unless approved by the Real Life Ministries. Any unauthorized items may be assessed a storage fee.

Other users during your scheduled event may share event parking.

Additional rules and regulations may be required for a specific athletic field/court or facility.



Date Received / /
Rental Number

2023 Field Use Application

Contact Information
Ann Cone - 208.777.7325
acone@reallifeministries.com
1860 N. Cecil Road
Post Falls, ID 83854

Applicant/USER GROUP/Contact Information MUST BE FULLY

Name: CDA Charter Phone Number: 208-676-1667 Email: alippy@cda charter.org
 Address: 4904 N. Duncan
 City: Coeur d'Alene State: ID ZIP Code: 83815

User Group Affiliation

User Group Affiliation: Yes No (Please Circle) User Group Name:
 User Group Address: Same
 Phone: E-mail: Fax:

User Group Details

| | | | |
|--|--|--|--|
| <small>(Select One in Each Area)</small> | <input type="checkbox"/> Recreation <input checked="" type="checkbox"/> Select/Premier | <input checked="" type="checkbox"/> Youth <input type="checkbox"/> Adult | |
| <u>CDA Charter</u> <u>H.S. Soccer</u> | # of Competitive Players <u>44</u> # of Recreational Players _____ | # Total of Players <u>44</u> # Field Requests <u>2</u> | <input checked="" type="checkbox"/> League <input type="checkbox"/> Practice <input type="checkbox"/> Both |



Requested # of units By Season/Field Type/Quadrant Season dates are approximate-Subject to

| Season | Soccer/Football | | | Court | | | Total |
|--|-----------------|---|--|-------|---|---|-------|
| | 1 | 2 | | 1 | 2 | 3 | |
| Spring Season (March 1st-May 31 st) | | | | | | | |
| Summer Season (June 1 st - August 31 st) | | | | | | | |
| Fall Season (Sept 1- Nov 30th) | | X | | | | | |
| Winter Season (Dec 1 st - Feb 28 th) | | | | | | | |

Statement of Liability

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT I HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THE RULES AND REGULATIONS GOVERNING THE PROPOSED FIELD/COURT USE(S) AS STATED IN THE "ATHLETIC FIELD USE RENTAL GUIDE". I AGREE TO ABIDE BY THESE RULES, AND FURTHER CERTIFY THAT I AM ALSO FINANCIALLY RESPONSIBLE FOR ANY COST AND FEES THAT MAY BE INCURRED BY OR ON BEHALF OF THE EVENT TO REAL LIFEMINISTRIES. I CERTIFY THAT I HAVE READ AND BY MY SIGNATURE ACKNOWLEDGE THE "RLM RELEASE OF LIABILITY AND ASSUMPTION OF RISK" DISCLOSURE ATTACHED HERETO.

Payment for all rentals due within 30 days of invoice date. Invoices will be sent out monthly.

| | | |
|---|---------------|----|
| I would like to receive information about upcoming events from the Real Life Ministries | YES | NO |
| Signature of applicant:  | Date: 5-10-23 | |
| Approval of Real Life Ministries:  | Date: | |

** Sample only- do not use for field request

| | | | | | |
|---|--|--|--|----------------------|----------------------------|
| Date Received <u>LL</u> Rental Number _____ | | | | | |
| <h2>2023 Tournament Application</h2> | | | | | |
|  | | Contact Information Ann Cone - 208.777.7325 acone@reallifeministries.com 1860 N. Cecil Road Post Falls, ID 83854 | | | |
| | | Applicant/USER GROUP/Contact Information MUST BE FULLY COMPLETE | | | |
| User Group Name: | | | | | |
| Contact Name: | | Phone Number: | | Email: | |
| Address: | | | | | |
| City: | | | State: | ZIP Code: | |
| Tournament Director: | | Phone Number: | | Email: | |
| User Group Affiliation | | | | | |
| User Group National Affiliation: | | | User Group Name: | | |
| User Group Address: | | | | | |
| Phone: | | E-mail: | | Fax: | |
| Tournament Details | | | | | |
| (Select One in Each Area) | <input type="checkbox"/> Recreation  Select/Premier | <input type="checkbox"/> Youth  Adult | If other List: | | |
| <input type="checkbox"/> \$350 deposit enclosed? | # of Games _____ # of Fields/Courts Needed ____ | <input type="checkbox"/> Charging for Admission? | <input type="checkbox"/> Additional Field Preps Needed? Every _____ games | | |
| <input type="checkbox"/> Selling Tournament Apparel? | <input type="checkbox"/> Score Clocks Needed <input type="checkbox"/> PA Needed | <input type="checkbox"/> Posting Banners/Ads | | | |
| Field/Court Unit Requests | | | | | |
| Location | Field/Court | Dates | Day(s) of Week | Full Day or Half Day | Peripherals Used or Needed |
| | | | | | |
| | | | | | |

| | | | | | |
|--|--|--|--|--|--|
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|--|--|--|--|--|--|

Statement of Liability

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Payment for all rentals due within 30 days of invoice date. Invoices will be sent out monthly.

| | | |
|--|--------------|-----------|
| I would like to receive information about upcoming events from the Real Life Ministries | YES | NO |
| Signature of applicant: | Date: | |
| Approval of Real Life Ministries | Date: | |



Real Life Ministries Staff Only

Date Received: ___ / ___ / ___

App Fee ___

Insurance ___

Head ___

2023 ATHLETIC FIELDS/COURTS USE AGREEMENT

| | |
|----------------------|--|
| RENTAL NUMBER(S) | |
| USER GROUP: | <u>Coeur d'Alene Charter Academy</u> |
| ADDRESS: | <u>4909 N. Duncan Coeur d'Alene, ID 83815</u> |
| ATHLETIC ACTIVITIES: | <u>Soccer practices and Soccer Games (August 2023 to October 2023)</u> |

Deleted: 1
Deleted: 1

1. PREMISES

- A. The Owner of the athletic fields/courts ("Premises") is Real Life Ministries, Inc. (Post Falls, Idaho) ("REAL LIFE" or "Director".)
- B. REAL LIFE grants the User Group (defined above) a non-exclusive license to enter and use the Premises and specified facilities of the Premises as may be needed by the User Group, subject to the terms of this Agreement. The license shall not include use of property, facilities or designated areas of other parties lawfully upon the Premises.
- C. User Group acknowledges it has had an opportunity to examine the Premises, facilities and equipment, and accepts the same in their condition "AS IS".

2. SCHEDULED PLAY DATES

- A. The User Group shall be permitted to use the facilities for scheduled play in accordance with the 2018 Field Rental Guide attached as **Exhibit "B"**.
- B. The User Group may not store any items on the Premises without the prior written approval of the Director. If the Director grants permission to the User Group to store items on the Premises, the conditions are laid out in the attached 2018 Field Rental Guide as **Exhibit "B"**.
- C. The User Group may not perform any maintenance, improvements or other work on the facility unless prior written approval of the Director is granted. If the Director grants permission to the User Group to conduct routine field maintenance, the conditions are laid out in the attached Performance Work Statement as **Exhibit "C"**.
- D. The User Group is required to sign and submit the Head and Concussion Waiver for youth under 18 years of age as **Exhibit "D"**.

3. FEES

- A. The User Group agrees to pay REAL LIFE the field use fees as established by REAL LIFE and agreed to between the User Group and REAL LIFE.
- B. Fees are payable by the fifteenth (15th) of each month and only by check or other form acceptable to the Director and sent to *Real Life Ministries, 1860 N. Cecil Road, Post Falls, ID, 83854, ATTN: Ann Cone*. If the User Group fails to pay the use fee within fifteen (15) days from the end of each month, the User Group shall pay, in addition to the use fee, a late charge of one (1%) percent per month, or portion thereof, of the outstanding fee due.
- C. The User Group will be charged for all field allocations unless seven (7) days notice of intent not to use is timely provided to the REAL LIFE. This means if a group does not use the entire length of its requested booking, it may be charged for the entire length of the original booking, plus any additional time over that original booking that the field is used by a User Group.

4. SPONSORSHIP AND CONCESSION RIGHTS

- A. All sponsorship rights are reserved to REAL LIFE and REAL LIFE and its assigns shall have the exclusive right to enter into agreements concerning sponsorship of facilities and events, unless otherwise authorized by the Director. If the User Group is authorized to secure sponsorships for special events or to sell concession/souvenir items that may be unique to the event, the User Group will pay REAL LIFE a commission of N/A percent of the gross proceeds from the sales.
- B. The sale of all food, beverages, and other merchandise is reserved to REAL LIFE and its assigns, unless otherwise authorized in writing by the Director.

5. CONTRACT DOCUMENTS

This document, with attachments, comprises the complete agreement of the parties. General Terms and Conditions are in the attached Exhibit "B". By signing this document the User Group acknowledges receipt of these provisions, policies, rules and regulations and all other accommodations which may be listed on the reverse side of this contract and in all attached exhibits.

REAL LIFE MINISTRIES
SPORTS & OUTDOORS MINISTRY

USER GROUP

Email Address:

By: _____
REAL LIFE SPORTS & OUTDOORS
PASTOR

_____ a.lippy@cd charter.org
By: _____ Aaron Lippy

Title: _____ Activities Director

Date: _____

Date: _____ 6-19-23

Pre-approved as to form:

EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

1. **LAWFUL USE.** The User Group agrees to comply with all the laws of the United States and the State of Idaho, and all ordinances of the City of Post Falls, Idaho, and the rules and regulations Real Life Ministries that apply to the subject matter of this agreement, for the use and management of the Premises. It is the User Group's responsibility to familiarize itself with these regulations, and solely the User Group's responsibility to adhere to these aforementioned rules.
2. **LIABILITY.** In the performance of this Agreement, the User Group is an independent contractor and not an employee or agent of Real Life Ministries. The User Group shall defend, indemnify and hold harmless Real Life Ministries from all loss, liability, damages, claims, suits and actions arising directly or indirectly from any act or omission of the User Group, its agents or employees while performing this agreement.
3. **ASSIGNMENTS.** This agreement is binding on the parties, their heirs, successors, and assigns. Neither party may assign, transfer or subcontract its interest, in whole, or in part; without the other party's prior written consent which shall not unreasonably be withheld.
4. **DISPUTES.** This agreement shall be performed under the laws of the State of Idaho. Any litigation to enforce this agreement, or any of its provisions shall be brought in Kootenai County Idaho.
5. **ANTI-KICKBACK.** No officer or employee of the Real Life Ministries, having the power or duty to perform an official act or action related to this agreement shall have or acquire any interest in it, or have solicited, accepted or granted a present or future gift, favor, service or other thing of value from or to any person involved in the agreement.
6. **TERMINATION.** Either party may terminate this agreement by seven (7) days written notice to the other party.
7. **SEVERABILITY.** In the event any portion of this Agreement should become invalid, the rest of the agreement shall remain in full force and effect.
8. **INSURANCE.** The User Group shall purchase and maintain a Comprehensive or Commercial General Liability insurance policy, naming the **Real Life Ministries, Inc. (Post Falls, ID)** as Additional Insured, in the minimum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), combined single limit coverage written on an occurrence form to cover bodily injury, death and property damage. Acceptable supplementary Umbrella insurance coverage, combined with the User Group's Comprehensive or Commercial General Liability insurance coverage, resulting in a *minimum* of \$1,000,000, in order to meet the insurance coverage required under this agreement. The policies shall provide not less than thirty (30) days written notice to REAL LIFE of any cancellation, non-renewal or material reduction in coverage. The insurance shall be primary and not excess or contributing. The User Group shall provide proof of insurance coverage (Certificate Of Insurance [COI]) when submitting a field use application. The COI shall be sent to the Real Life Ministries Sports representative, and is subject to review and approval by the REAL LIFE Accounting Department.
9. **CROWD SAFETY; ACCESS.** The User Group shall not admit to the Premises a larger number of persons than can safely and freely move about in the Premises, and the decision of the Director in this respect shall be final. The User Group will not permit chairs or obstacles in the passageways of the Premises, and will keep all passageways and fire exits clear at all times, and will further keep clear for public use all sidewalks, grounds, entries, passages, vestibules and abutting streets and ways of access to public utilities of the Premises, except for authorized purposes.
10. **EQUIPMENT.** Erection of any special apparatus, scaffolding, rigging, or other built-up structures is the responsibility of the User Group, but in order to insure safety to performers and the public, the apparatus shall be installed according to the specifications and requirements of the Real Life Ministries Facilities Team and the Director.

11. WINTER-USE OF ATHLETIC FIELDS. Utilities or services are not guaranteed to be available at the artificial turf fields. If permission is granted to User Groups for scheduled play on these fields, portable toilets may be necessary and arrangements must be made through the Director or designee for their placement. It is the responsibility of the User Group to pay for the usage of the portable toilets on the premises.

12. CARE OF THE PREMISES.

- A. The User Group shall not injure, mark, nor in any manner deface or damage the Premises or any equipment contained therein, and furthermore shall not cause or permit anything to be done whereby the Premises or equipment therein shall be in any manner injured, damaged, marred or defaced; and will not drive or permit to be driven nails, hooks, tacks, or screws into any part of any building, improvement or equipment contained therein.
 - B. No signs or posters may be attached to painted or glass surfaces of the Premises by any means, including duct tape or masking tape.
 - C. No advertising or other matter shall be placed or posted in or about the Premises without the Director's written approval.
 - D. Any music played must be "clean" and free from any profanity.
 - E. The User Group agrees to keep the Premises and facilities clean and safe from damage by employees of User Group or any third parties; including event patrons.
 - F. REAL LIFE reserves the right to require the User Group to take such reasonable protective measures as the Director may determine necessary to insure the preservation and protection of the Premises, improvements and City equipment.
 - G. REAL LIFE reserves the right to remove from the Premises any person or persons deemed objectionable by the Director, for the reason they may be causing a disturbance on the Premises or damage to the Premises, improvements, or REAL LIFE equipment.
 - H. In the event of damage or alteration to the Premises, improvements, or equipment, the User Group agrees to pay REAL LIFE, on demand, such monetary sums needed to fully restore the Premises, improvements, or equipment. Or in the alternative repair the damage, or replace altered or damaged portions, at REAL LIFE's option.
- 13. TAXES.** In the event the User group charges admissions, all paid admission events held at the Premises are subject to City, and State admissions taxes. The User Group agrees to be solely responsible for payment of these, and all other pertinent taxes imposed in connection with its holding or exercise of privileges under this agreement.
- 14. VIDEO, SOUND, RECORDING, BROADCAST.** All television, broadcast, video or sound recording rights are reserved to REAL LIFE, but the privileges may be acquired by negotiation with the Director. Any arrangements made in the exercise of rights acquired by the User Group hereunder are at its sole expense and liability.
- 15. Cancellation Policy.** Users agree to adhere to the minimum 7-day cancellation policy. If a group **cancels prior to 7 full business days** prior to their scheduled reservation they will not be subject to paying the rental fee in full. If the User cancels inside of the 7 full business days they may be responsible for paying the full rental reservation fee, unless the reservation was canceled by the REAL LIFE staff due to inclement weather or an "Act of God," which will be determined by the director.

User Group Initials: 

I have read and understand the **2023 Athletic Field Rental Guide** sent to me and will abide by its policies for the **2023 Field Use** year.

[Handwritten Signature]

6-19-23

Name

Date

EXHIBIT "B" – 2023 Field Rental Guide

EXHIBIT "D" – Head and Concussion Waiver

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