



2022

Real Life Ministries Staff Only

Date Received: ___/___/___
App Fee ___
Insurance ___
Head ___

~~2018~~ 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 2022 to October 2022)</u>

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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~~ ²⁰²² Field Rental Guide attached as Exhibit "B". ~~→ deleted~~
- 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

By: _____
REAL LIFE SPORTS & OUTDOORS
PASTOR

Date: _____

Pre-approved as to form:

USER GROUP

Email Address: gfleming@cdacharter.org

By: Gayla Fleming

Title: Business Mgr

Date: 8-30-22

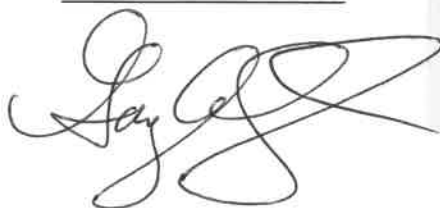


EXHIBIT "A" - GENERAL TERMS AND CONDITIONS

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.

I have read and understand the **2022 Athletic Field Rental Guide** sent to me and will abide by its policies for the **2022 Field Use year**.

Gayla Fleming 8-30-22
Name Date

- EXHIBIT "B" – 2022 Field Rental Guide
- EXHIBIT "C" – Performance Work Statement *N/A*
- EXHIBIT "D" – Head and Concussion Waiver

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