



In consideration of the mutual promises contained herein, the parties agree to enter into this contract and lease, and be bound by the terms and conditions in accordance with the provisions contained herein.

I. Event Information:

This agreement is attached to Field Use Permit # _____ between the U.S. Cellular Soccer Complex (hereinafter referred to as Venue) and _____ (herein referred to as Lessee) covering the activities at the U.S. Cellular Soccer Complex on _____.

A. Event Name: _____.

B. Date(s) of Event: _____.

C. Start/Finish times of Event: _____.

D. Fields to be used: _____.

II. Expenses:

Lessee shall be responsible to pay the following rental fee: _____.

Lessee desires to be the sole concessionaire during the event and agrees to pay a \$200 non-refundable fee for such right. Licensee agrees that only Coca-Cola products (Dasani water, Powerade and soft drinks) will be sold throughout the event.

Lessee desires to allow the Metro Concessions - Knoxville or their representative to act as the sole concessionaire for their event and to retain all proceeds from such activities.

III. Deposit:

A 50 % deposit shall be paid to Metro Concessions - Knoxville and shall be included with this agreement. The remaining balance due shall be paid at least ten (10) days prior to the starting date of the event.

IV. Default:

Should the lessee default in the performance of any of the terms and conditions of this contract, the Venue at its option may terminate the same and demand damages or demand specific performances hereof, and any deposit paid by the Lessee shall be retained by the Venue and considered as partial payment for liquidated damages. Notwithstanding anything herein to the contrary all obligations and liabilities of the Venue under this agreement are dependent upon the successful completion of the above scheduled event. If Lessee fails to complete the above scheduled event for any reason within the Lessee's control or responsibility, Lessee agrees at a minimum to pay the Venue for all expenses incurred in the preparation of said event.

V. Insurance:

Lessee shall be required to provide policies of insurance issued by companies authorized to do business in the state of Tennessee. Said Lessee must also provide a certificate of insurance (liability) naming the Venue, U.S. Cellular, Knox County, and Metro Concessions - Knoxville as an additional insured under the policies in the following amounts: Minimum policy limits of \$1 million per occurrence, the term of such coverage to coincide with the dates of this agreement.

VI. Acknowledgement of risk and Indemnity:

Lessee acknowledges that participating in activities involving physical exercise or participation in sporting events is potentially dangerous and could result in bodily injury and/or death of the participants and that permission to participate in such activities does not create for the parties released herein any responsibility or liability. Further, as a consideration for the right and privilege of Lessee's permitted use of the rental space, the Lessee agrees to defend, release and hold harmless the Venue, U.S. Cellular, Knox County and Metro Concessions - Knoxville, and their respective subsidiaries, directors, officers, agents, and employees from (i) any and all liability, claims, demands, actions or causes of action of any kind whatsoever, incurred or suffered by any persons or for any loss of property, howsoever caused, during the period in

which this contract covers, for use of the rental space, or occurring as a result of the use of such space during the agreed period and Lessee's breach of any warranty, representation or other provision of this Agreement.

VII. Nonassignment:

Lessee will not assign or transfer this contract without the Venue's prior written approval.

VIII. Participants Responsibilities:

Lessee shall have sole and exclusive control over the selection of teams and shall be responsible for the supervision, direction and control of the services of the participants. Lessee agrees that all participants shall abide by the rules and regulations of the Venue and the laws of the state of Tennessee in matters relating to public conduct, sanitation, dress, and safety. Lessee agrees that the final decision in all matters relating to security, public safety, public conduct, and decorum, as well as the playability of the fields shall rest with the appropriate Venue official.

IX. Right of Entry:

In permitting the use of space herein mentioned, Venue retains the right to enforce all necessary and proper rules for the management and operations of the said premises. A duly authorized representative of the Venue may enter the premises to be used, and all of the premises, at any time and on any occasion without any restrictions whatsoever. All facilities, including the area, which is the subject of this permit, and all parking areas shall at all times be under the charge of the Venue.

X. Payment of Damages:

Lessee agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the term of the agreement and are outside the normal wear and usage of the Venue.

XI. Advertising:

Lessee agrees that all advertising of the event will be true and accurate. Furthermore, Lessee agrees that all news releases, publicity, material, radio or television announcements, publications or other such public notices issued shall refer to the Venue only by the "U.S. Cellular Soccer Complex."

XII. Event Requirements:

At least seven (7) days prior to the first performance of the event, Lessee shall provide a full and detailed outline of all services required.

XIII. Concessions:

Knox County/Metro Concessions - Knoxville control the right to sell concessions for all events. This opportunity may be passed along to the Lessee. Alcoholic beverages may not be sold, distributed or consumed at the soccer complex. This policy may be changed at any time without notice.

XIV. Employer-Employee Relationship:

Lessee expressly denies the existence of any employer-employee relationship or agency relationship between Lessee (and any participants) and the Venue, its officers, employees, and agents.

XV. Return of Agreement:

The Venue reserves the right to void this contract if not properly signed and returned to the Venue within ten (10) business or working days.

XVI. Contract Binder:

This contract shall not be binding on the parties until the Venue's duly authorized representative has signed it. **IN WITNESS WHEREOF** the parties have executed this contract on the aforementioned date:

By: _____ (Date)
Venue (Manager)

By: _____ (Date)
(Lessee)