



29 South Depot Plaza, Tarrytown, NY 10591
 914-909-2974 • www.OnTrackSport.com

Facilities Use Agreement

Reservation #:		Date:	
Organization / Group / Individual (Licensee):			
Mailing / Contact Address:			
eMail Address:			
Tel – Day		Tel – Night	Tel – Mobile
Specific Venue(s) Reserved:			
Intended Use / Purpose:			Anticipated number of participants:
Specific Dates & Times Reserved:			
Total Time Reserved (hours):		Total Contracted Fees (\$):	
Cash	Check	MC / Visa	Deposits Received (\$):
		Balance Due (\$):	

Note – Any variation from the above, including but not limited to intended use or number of participants, without the express written authorization of OnTrack Sport Center may be considered a breach of contract under the terms of this agreement and/or subject to additional fees and charges.

Terms of Agreement

1. License

In consideration of the fees and charges noted above, OnTrack Sport Center (“OnTrack”) hereby grants the above Organization / Group / Individual (“Licensee”) a non-transferable, revocable license to enter upon OnTrack premises as prescribed above and subject to the terms and conditions herein.



2. Purpose

The licensed space shall be used exclusively for Licensee as prescribed above. Licensee herein is an independent contractor and not the agent, partner, or employee of OnTrack.

3. Fees, Charges, Method of Payment, and Required Deposit

Unless otherwise agreed in above, payments shall be rendered in advance as prescribed above. If applicable, a penalty of 1.5% per month will be assessed on all overdue accounts.

4. Licensee Obligations

- A. Licensee shall not cause harm or damage to any property of OnTrack, its guests or invitees, and their respective property, and will promptly restore the licensed space to its original condition, normal wear and tear expected. Licensee shall not disrupt the operations of OnTrack in any manner whatsoever and will follow the directions of authorized OnTrack staff and officials.
- B. Licensee hereby agrees to defend, hold harmless, indemnify, release and forever discharge OnTrack, its officers, directors, agents, employees, students, and their successors and assigns, from and against any and all claims, demands, actions, causes of action, judgments, suits and debts whatsoever including, but not limited to, claims for property damage, personal injury and death, which are related in any manner whatsoever to Licensee's activities. Said indemnity shall include reasonable costs and legal fees incurred by OnTrack in defense of any such claims, demands, actions, causes of action, judgments, suits and debts. Licensee further agrees to reimburse OnTrack for the costs of restoring, repairing or replacing any damage to OnTrack's grounds, building, equipment, and any other property arising out of the Licensee's activities.
- C. It is the sole responsibility of Licensee to obtain all necessary waivers, releases, consents, approvals, permits and licenses which relate in any manner whatsoever to Licensee's activities on the licensed space.
- D. Licensee acknowledges that OnTrack does not maintain trained medical personnel on premises. Therefore, it is the sole responsibility of Licensee to ensure the safety and well-being of its participants, guests and invitees.
- E. Licensee shall not use or depict in any form or manner OnTrack's name, the names of any of OnTrack's buildings, employees or students or any other readily identifiable characteristic of OnTrack without the prior written permission of OnTrack. If such consent is given, OnTrack shall have the right to review all material produced by the Licensee or its agents in advance of its use.
- F. Licensee shall comply with all federal, state and local laws, codes, ordinances, rules and regulations applicable to this agreement and to the Licensee's activities.
- G. Licensee shall be responsible for all federal, state and local taxes, fees and other charges due as a result of payments under this agreement. OnTrack shall not be responsible for withholding said taxes, fees or other charges.
- H. Licensee, its agents, participants, and invitees shall not violate OnTrack Rules and Regulations nor:
 - Behave in an unsafe, careless, or negligent manner on OnTrack premises or while engaging in Licensee's activities;
 - Overload or cause to be overloaded any wall, floor, ceiling, stage, bandstand, or electric wiring;
 - Cause any act to be done which will or may foreseeably injure or harm any person or persons or which will or foreseeably deface or injure any OnTrack property or the property of others;
 - Permit the use of unlawful drugs. (There will be NO ALCOHOLIC BEVERAGES OF ANY KIND in the possession of any employee, agent, participant or guest of Licensee unless specific written permission is granted by OnTrack);
 - Produce any unusual, noxious or objectionable smoke, gases, vapors or odors;
 - Post any signs or advertisements on OnTrack premises without prior approval;
 - Use OnTrack property for any unlawful or unauthorized purposes, or in any manner that is offensive in the sole judgment of OnTrack;
 - Take up collections or make solicitations of any kind on the licensed premises.



- I. Licensee, its employees, agents, participants and guests shall abide by all of OnTrack's Rules and Regulations, and shall comply fully with the directions of OnTrack staff and officials.
- J. Licensee hereby waives and releases any and all claims, suits, demands, actions, or liabilities of any kind which may at any time arise against OnTrack, its trustees, officers, agents, and employees related to, or arising from, the use, possession, occupancy, or conduct of operations while using the premises, except claims, suits, demands, actions, or liabilities arising out of the negligence or willful misconduct of OnTrack, its trustees, officers, agents and employees.

5. Force Majeure

OnTrack reserves the right to cancel this agreement if, in the sole discretion of OnTrack, events beyond the control of the parties hereto make it impractical to perform this agreement. Such events shall include, but not be limited to, storm, fire, flood, earthquake, damage, or destruction of facilities, labor disputes, war, civil commotion, shortages or unavailability of labor or goods, scheduling conflicts, governmental law, ordinance, regulation, order or act. The Licensee expressly agrees to release OnTrack from any liability or claim for damages which may result from such cancellation, and agrees to indemnify and hold OnTrack harmless from any such liability or claims brought by event participants in regards to such cancellation. In the event of the cancellation of the event pursuant to this paragraph 5, OnTrack agrees to refund all payments made by the Licensee up to the date of notification of cancellation.

6. Termination for Breach of Agreement

OnTrack reserves the right to terminate the license, without penalty, for breach by the Licensee of any of the terms contained herein.

7. No Assignment

Licensee may not assign this agreement in whole or in part without the prior written consent of OnTrack.

8. Entire Agreement

This agreement consisting of three (3) typewritten pages contains the entire agreement between the parties concerning the subject matter hereof. Any modifications must be in writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date below.

LICENSEE

By: _____ Title: _____

Signature: _____ Date: _____

ONTRACK SPORT CENTER

By: _____ Title: _____

Signature: _____ Date: _____