

**THIS SECTION TO BE COMPLETED BY South Wake Athletics, L.L.C. and the South Wake Lacrosse Park Directors ONLY**  
CONTRACT #: \_\_\_\_\_ DIRECTOR: \_\_\_\_\_  
DATE APPROVED: \_\_\_\_\_ STATUS: \_\_\_\_\_

South Wake Athletics, L.L.C. and the South Wake Lacrosse Park, hereby grants \_\_\_\_\_ (hereinafter called the "Licensee") represented by \_\_\_\_\_, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

RENTAL FEES: \_\_\_\_\_

ADDITIONAL FEES: \_\_\_\_\_

**Balance of rental due and payable immediately.**  
**Facility requests and payments must be made at least 2 weeks prior to the starting date requested.**

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

## **South Wake Lacrosse Park: Field Rental Request**

***This section is to be filled out by the APPLICANT and returned along with an up-to-date Certificate of Insurance.***

Mailing Address: South Wake Athletics, L.L.C., 540 Country Lane, Holly Springs, NC 27540  
Phone (919) 247-6600 Email: [directors@YLSLacrosse.com](mailto:directors@YLSLacrosse.com)

Applicant Name: \_\_\_\_\_  
Name of the **User Group** the applicant is representing: \_\_\_\_\_

Applicant Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone : (Home) \_\_\_\_\_ (Mobile) \_\_\_\_\_  
Email(s): \_\_\_\_\_

Applicant is renting the facility from the South Wake Lacrosse Park for the purpose of hosting the following:

Date(s) Requested: \_\_\_\_\_  
Time(s) Requested: \_\_\_\_\_  
Number and Size of Fields Requested: \_\_\_\_\_  
Field Lining Requested (An additional fee will apply. Contact the Directors for fees): \_\_\_\_\_

Approximate total number of participants expected: \_\_\_\_\_ Approximate number of spectators expected: \_\_\_\_\_

**\$100 Deposit:** For events exceeding 50 participants and spectators there is a refundable \$100 deposit that is required on the day of the initial reservation. The deposit will be refunded in the event that the facility has been kept in the same reasonable condition it was in prior to the first participation date on the Agreement.

**Concession Sales:** The sale of any goods or services must be Pre-Approved by South Wake Athletics, L.L.C.. Failure to comply may result in termination of the Rental Agreement without refund.

***The Applicant, on behalf of the User Group, agrees to maintain and provide proof of a Certificate of Insurance with general liability coverage of \$1,000,000 and medical coverage of \$5,000 in the name of South Wake Athletics, L.L.C. and name the aforementioned as "Additional Insured" for the term of this Agreement.***

Upon approval to rent South Wake Lacrosse Park fields, payment is due no later than 2 weeks prior to the starting date of the Agreement.

I have read and understand this APPLICATION including all attachments thereto, and hereby covenant and agree to all of the general and specific conditions set out therein. I acknowledge and agree that I am personally responsible and obligated to pay all charges due to South Wake Athletics, L.L.C. in accordance with the conditions. I further acknowledge and agree that any breach of any of the conditions may result in the forfeit of my deposit and/or termination of my right to use the premises at the discretion of the South Wake Lacrosse Park and South Wake Athletics, L.L.C.

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please mail or email this completed form to the address provided along with an up-to-date Certificate of Insurance**

***You will receive a confirmation email or phone call with the Total Fee required to reserve the use of the facility.***

## RELEASE AND INDEMNITY AGREEMENT

Whereas, the undersigned has requested the use of services, equipment, or facilities belonging to or under the auspices of the South Wake Athletics, L.L.C. and the South Wake Lacrosse Park, North Carolina, and do engage in activities for the executive benefit of the undersigned; and Whereas, the South Wake Athletics, L.L.C. and the South Wake Lacrosse Park does not wish to be liable for any damages arising from personal injury or property damage sustained thereby; Now, Therefore, in consideration of the mutual promises and other good and valuable consideration, the undersigned does hereby for himself, his heirs, executor, employers, successors, or administrator, and personal:

- A. Assume full responsibility for any personal injury or any damage to his/her personal property which may occur directly or indirectly in the course of the above rental/activity listed above.
- B. Fully and forever release and discharge the South Wake Athletics, L.L.C. and the South Wake Lacrosse Park, its agents, officials, and employees, from any and all claims, demands, damages, rights or action, or causes of action, present or future, whether the same be known, anticipated or unanticipated, resulting from or arising out of the above described activity/rental.
- C. Agree that it is the intent of the undersigned that this RELEASE AND INDEMNITY AGREEMENT shall be in full force and effect any time after the execution hereof.
- D. Agree to follow all South Wake Athletics, L.L.C. and the South Wake Lacrosse Park rules and policies regarding facility rentals.
- E. **Agree to maintain and provide proof of a Certificate of Insurance with general liability coverage of \$1,000,000 and medical coverage of \$5,000 in the name of South Wake Athletics, L.L.C. and name the aforementioned as "Additional Insured" for the term of this Agreement.**
- F. The User Group agrees to use only that portion of the facility which is set forth in the Terms, and to only use the entrances necessary for access and egress to the rented Facility. Access to any other portion thereof is strictly prohibited and will be considered a breach of this Agreement.
- G. The User Group may not rent, sublet, or allow others to rent or sublet the use of this facility.
- H. The User Group may not assign, encumber, or otherwise transfer this Agreement or any right or interest in this Agreement.
- I. The User Group understands that no amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing and approved by South Wake Athletics, L.L.C.
- J. The User Group agrees to strictly comply with all applicable federal, state, and city statutes, ordinances, and regulations.
- K. The User Group agrees to accept full responsibility for the conduct of any persons using the Facility during the term of this agreement.
- L. The User Group understands and agrees that South Wake Athletics, L.L.C. and the South Wake Lacrosse Park makes no representation about the Facility's safety or suitability for the intended use by the User Group.
- M. The User Group acknowledges and agrees that South Wake Athletics, L.L.C. and the South Wake Lacrosse Park can terminate the Agreement in its sole discretion if South Wake Athletics, L.L.C. and the South Wake Lacrosse Park determine that the User Group is in breach of this Agreement.
- N. The User Group understands and agrees that any breach of this Agreement may result in action being initiated to recover loss suffered by the South Wake Athletics, L.L.C. and the South Wake Lacrosse Park and may result in refusal to rent the South Wake Athletics, L.L.C. and the South Wake Lacrosse Park facilities in the future.
- O. The User Group assumes exclusively the responsibility for its acts and the acts of its staff, members, visitors, customers, contractors, and guests. The User Group agrees that the User Group, its staff, members, visitors, customers, contractors, and guests are not staff, members, visitors, customers, contractors, or guests of South Wake Athletics, L.L.C. and the South Wake Lacrosse Park.
- P. The User Group understands that the User Group will pay for any additional personnel, equipment time, and any additional charges if additional time or charges are required to properly service a particular event.
- Q. This Agreement constitutes the Agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- R. In case any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Agreement.

### REFUND POLICY

- A. The South Wake Athletics, L.L.C. and the South Wake Lacrosse Park reserves the right to cancel reservations under circumstances deemed in the best interest of the South Wake Athletics, L.L.C. and the South Wake Lacrosse Park and all involved. If this occurs, a full refund will be granted to the renter.
- B. A refund of ninety (90) percent will be granted if the renter cancels the reservation sixty (60) days or more in advance.
- C. A refund of fifty (50) percent will be granted if the renter cancels the reservation within fourteen (14) and fifty nine (59) days in advance.
- D. No refund will be granted for cancellations made within less than fourteen (14) days of the rental date.
- E. Cancellation rentals may be rescheduled, without penalty, as long as the cancellation is made at least fourteen (14) days prior to the rental date. Rescheduling is subject to availability. Rescheduled dates must be confirmed no later than thirty (30) days after the initial rental date.
- F. Deposits are returned within the following month of the rental date provided the facilities are left in the condition they were prior to the first date of this Agreement.
- G. All Rental Cancellations/Refunds must be requested in written form. Attn: Facility Directors

## GENERAL SOUTH WAKE LACROSSE PARK CONDITIONS

1. This application may not be considered for acceptance by the South Wake Lacrosse Park unless made and signed at least **two weeks** prior to the proposed date of the function.
2. Functions cancelled within **48 hours of the event day and time** will be assessed a **\$25 administrative fee** payable to South Wake Athletics, L.L.C.
3. Payment shall be made via cash or money order made payable to South Wake Athletics, L.L.C.
4. Applicant shall follow South Wake Lacrosse Park guidelines with regard to lightning. Fields must be clear if lightning is seen within 6 miles (30 seconds or less between seeing lightning and hearing thunder). Players may not return to the field until a minimum of 30 minute have past since the last lightning is seen or thunder is heard.
5. To return the premises back to the general conditions of cleanliness and repair in which it was found. Specifically, it is expected that all trash will be placed in garbage cans provided and that empty bottles and cardboard be placed in recycling receptacles provided. Prior to departure from the premises, the renting organization(s) must ensure that the field is secure, all bathroom facilities, gates, goals, and equipment are in original working condition, and return to proper location.
6. To be responsible for any damage incurred to the Premises, equipment, facilities, or property as a result of any act or omission of the Applicant or the User Group hereon or their members, officers, employees, agents or contractors or any person who attends the function and, in the event of such damage, to pay South Wake Athletics, L.L.C. a damage charge in such amount as is determined by South Wake Athletics, L.L.C.; and To check the premises for any damage and report all damage or alterations to a South Wake Lacrosse Park Director prior to the commencement of the function on the day the damage or alteration took place.
7. To pay all additional charges due in cash or by money order to South Wake Athletics, L.L.C.
8. That the South Wake Lacrosse Park and South Wake Athletics, L.L.C. shall not be liable for any damage to or loss of any property brought onto the premises in conjunction with the function by the Applicant or the User Group named hereon or their members, officers, employees, agents, or contractors or any person who attends the function.
9. To supervise and control all persons in attendance at the function and to restrict persons to the premises who are not affiliated with the activity from the approved rental agreement.
10. To abide by all parking signs (handicapped, administration and director parking) in the parking lot and all other traffic and South Wake Lacrosse Park signs and field parking instructions. This includes correctly entering and exiting the facility in accordance to the designated traffic pattern.
11. The South Wake Lacrosse Park reserves the right to require the presence of a police officer(s), EMS, or athletic trainer for an event; the cost of which will be borne by the User Group or Applicant.
12. Not to contravene any statutes or regulations of the State of North Carolina, or Wake County and any By-Laws of the Township of Fuquay-Varina, or any Policies and Procedures of the South Wake Lacrosse Park and South Wake Athletics, L.L.C..

## ADDITIONAL RULES ABOUT THE SOUTH WAKE LACROSSE PARK FACILITIES

- No pets permitted on campus at anytime.
- No motorized vehicles are allowed on the fields other than for emergency or pre-approved maintenance reasons.
- No alcohol consumption or open containers are allowed at the facility, including the parking lot.
- No cooking (ie BBQs) or sound amplification equipment used unless pre-approved
- There is **No Smoking** at any location on the campus.
- Minors (anyone under 18) must be supervised by an adult at all times.
- Facilities are to be left as they are found, garbage and recycling placed in the appropriate containers.
- No bleachers, fences, or other structures are to be moved from there existing locations.
- All goals and equipment must be moved back to original starting areas upon the completion of every scheduled day..