This Bend Fieldhouse Rental Agreement is between the Lets Play Ball LLC (Bend Elks) and ______ (renter) and will be valid from September 1, 2025 – October 31, 2026 or a new rental agreement is signed. Both parties agree to the terms and conditions outlined below.

Reservations

- All reservation requests (further out then two weeks) and reservation changes must be made through the direct contact of management, not the front desk attendant.
- All reservation requests and changes must be made through writing via email or text message to management (email is preferred).
- Team/group rentals are limited to a maximum of two rental spaces at any given time (i.e. 1 cage and the turf or 2 cages). Additional spaces may be rented only if available upon arrival.
- Reservations made online for a team or group of 5 or more must select and pay the additional team rate. If originally booked as an individual rental and has then turned into a team/group rental, the renter must check-in and notify the front desk to pay the team rate. Failure to do so could/will result in future reservations for the renter being cancelled or not allowed.
- Reservations are only for the specific areas and times that were reserved. If the renter would like to use additional space and/or time in the facility, it must be requested and paid for.
- Reservations are for the specific team/organization the renter booked the time for. You are not allowed to sublet or give time away your reservations to other teams/organizations. Subletting your time without management approval will result in cancelation of future reservations.

Hours of Operation

- All activities, including set up, warm up, cool down, take down, and team meetings, must occur during the rental hours. The facility cannot be used before or after your scheduled time.
- IF YOU USE THE SPACE BEFORE OR AFTER YOUR RESERVED TIMES, YOU WILL BE CHARGED AT THE REGULAR HOURLY RATE FOR THAT TIME.
- The renter must remove all their property from the facility after their rental period.

Facility Access

- For all reservations during open cages, the renter and all participants must enter through the Fieldhouse store and check in with the attendant at the front desk.
- For all reservations outside of open cages, the facility can be accessed through the white door on the south side of the building. The code to the door changes weekly and will be sent via the email to the renter Monday mornings.
- The renter must not share the door code with anyone other than the participants of the reservation. Violation of this will result in all of the group's reservations being cancelled for the ensuing 30 days.

Facility Use

- The renter will ensure all best practice safety measures are in place at all times (i.e. helmets, concussion awareness and protocols, etc.).
- During open cages, the renter and all its participants are not permitted to use sound emitting devices including but not limited to speakers, whistles, PA system/microphone, etc.
- No individual/team/organization items can be left after rental (i.e. screens, machines, balls, etc.). Belongings left behind will be donated on a regular basis.
- Pitching machines shall not be moved without the direct assistance and/or approval from management. If pitching machines are moved without assistance and/or approval from management and are broken, the cost to repair/replace the machine will be at the cost of the renteer.
- Chewing tobacco/gum/seeds are prohibited in all areas of the facility. Smoking/vaping is prohibited in all areas of the facility.
- Tape and other adhesives are prohibited from being placed on ground, walls, or netting throughout the facility.
- During open cages, batting/hitting are only permitted inside one of the five batting cages. Batting/hitting is prohibited in the turf space and spectator area on the other side of the

- farthest east net by the bathrooms and bench. The only exception to the no hitting rule is for hitting ground balls for drills.
- The farthest east net is to remain closed at all times for the protection of spectators. This net may be retracted with the approval and assistance of management.
- All lights and fans must be turned off after your rental if you are the last reservation for the day. Any light or fan left on overnight will result in a \$20 fine if a recurring problem.

Services Offered

- The rental will include safety screens, pitching machines, and portable pitching mounds.
- The renter will provide all other equipment including but not limited to: balls, tees, bats, gloves, etc. for all rentals.
- Technology is available to the renter with an additional charge (i.e. HitTrax, Rapsodo, iPitch).
- No tables or chairs will be provided.
- The renter is responsible for basic cleanup at the conclusion of the reservation.
 - o All garbage should be placed in the garbage bin.
 - o No large debris left on the turf.
 - o All cardboard boxes should be flattened and put in the recycling bin by the ADA parking. Please do not put cardboard boxes in the inside recycling bin as it fills it completely up.

Code of Conduct

- The renter is responsible for any persons, which are in attendance and affiliated in any way with their league, team or organization. The renter will not do or permit to be done, any act which will or may be a nuisance, annoyance, inconvenience, or damage to the facility, its members, or other persons using the facility.
- Good sportsmanship is expected from all players, coaches, parents, etc.
- The Bend Elks will not tolerate negative behavior exhibited either by demonstrative actions, gestures, words, or ill-intentioned remarks. Anyone exhibiting hostile, negative, or other ill-intended behavior will be subject to removal from the facility and possible cancellation of future reservations or facility use.
- During open cages, the renter must be courteous and aware of all other groups renting the facility. The renter does not have priority or special privileges to use additional space.

Miscellaneous Terms

- The Bend Elks are not liable for any property left on the premises after the renter's reservation.
- Facility staff may enter the premises at any time during and after the rental.
- The Bend Elks may photograph the rental space and its participants, ensuring it does not cause any disruption.
- Security cameras are installed throughout the facility and parking lot and are checked and reviewed on a regular basis.
- There is absolutely no parking in the 3 reserved parking spaces at any time in front of the fieldhouse.

Payment

- Teams or groups of 5 or more must pay the team rate, regardless of how many spaces they are renting at a time.
- All reservations will be invoiced on a monthly basis and sent out on the first day of the following month (i.e. all of January's reservations will be on one invoice, sent out on February 1st).
- All invoices are due 14 days after they are sent out.
- Any past due invoices beyond 14 days will incur a \$100 late fee.
- Any past due invoices beyond 30 days will result in any remaining reservations being canceled.
- Invoices paid with card will be required to pay a credit card processing fee.
- Only rentals scheduled through management will be invoiced. Rentals booked online or through the front desk must be paid independently and are not eligible for invoicing.

Cancellation Policy

- Any batting cage reservations must be canceled prior to 2 hours from the start of the reservation.
- Any full facility reservations must be canceled prior to 72 hours from the start of the reservation.
- If the Bend Elks cancel the agreement due to the renter's violation of the terms, any fees invoiced to the renter are non-refundable.
- Bend Elks reserves the right to cancel or delay any rental due to weather conditions. In the
 event of inclement weather, reservations may be rescheduled, if possible, at no additional cost.
 Cancellations due to inclement weather will not be refunded, except in extreme cases approved
 by management.

Compliance Fees

- The renter agrees to follow all the rules listed in this rental agreement and any other rules directed through written communication.
- If the renter does not follow all rules, they will be given one written warning along with any applicable fees. After the first warning, the following fees will be given in addition to any applicable fees to the renter at the following rates:
 - o Second offence \$100
 - o Third offence \$300
 - o Forth offence Cancellation of next 30 days of rental at expense of renter

Insurance

- The Bend Elks maintains general liability, fire, and property insurance.
- The Bend Elks insurance policies do not cover the renter, their guests, or their property.
- The renter must have their own insurance.

Indemnification

- The renter and all individuals in their group agree to hold the facility harmless from any liabilities, claims, or causes of action resulting from their use of the sports facility.
- The Bend Elks are not liable for any damages, loss, or injuries to personnel or guests during the rental.

By signing this Agreement, you confirm that you have read and understood it, and that you agree to follow both its terms and its intent.

Taylor McEuin	RENTER
Bend Elks Assistant General Manager	CONTACT NAME
taylor@bendelks.com	EMAIL
(541) 312-9259	PHONE
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