

FACILITY USE AGREEMENT

This Facility Use Agreement (“Agreement”) is made between Youth Baseball Association, LLC (“Owner”) and the undersigned user (“User”) for the use of the batting cage and equipment located at 261 Niagara Carthage Road, Carthage, NC 28327.

By signing this Agreement, the User acknowledges and agrees to the following terms and conditions:

1. Use of Facility and Equipment

- 1.1. The User is permitted to use the facility and all equipment therein solely for its intended purpose (e.g., batting practice, coaching, and lessons).
 - 1.2. The User shall not modify, misuse, or abuse any equipment or fixtures in the facility.
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2. Clean-Up and Maintenance

- 2.1. The User is responsible for ensuring that the facility is left in the same condition as it was found.
 - 2.2. All equipment must be properly stored, and all trash and personal items must be removed upon the conclusion of use.
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3. Damages and Replacement

- 3.1. The User agrees to promptly report any damages or malfunctioning equipment to the Owner.
 - 3.2. The User is responsible for replacing or repairing any equipment damaged due to misuse or negligence during their use of the facility.
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4. Security

- 4.1. The User is responsible for closing and securing the facility after use, including locking all doors and gates.
 - 4.2. Any failure to secure the facility that results in loss or damage may result in liability to the User.
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5. Cameras and Surveillance

- 5.1. The facility is equipped with security cameras for the safety of users and to ensure proper use of the space and equipment.
 - 5.2. By signing this Agreement, the User acknowledges and consents to the presence of cameras and the recording of activities while in the facility.
 - 5.3. The recordings will only be used for security and maintenance purposes and will not be shared unless required by law or to resolve disputes.
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6. Donations

- 6.1. There is no fee associated with using the facility; however, donations are encouraged and appreciated to help improve the quality of the facility and the training experience.
 - 6.2. Donations may be made in monetary form or in the form of equipment, supplies, or other contributions that enhance the facility.
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7. Waiver of Liability

- 7.1. The Owner is not responsible for any injuries or accidents that occur while the facility is in use.
 - 7.2. The User assumes all risks associated with the use of the facility and agrees to hold the Owner harmless from any claims or liabilities arising out of their use.
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8. Scheduling

- 8.1. The User agrees to adhere to the scheduled time slot allocated to them.
 - 8.2. Any changes to the schedule must be approved by the Owner in advance.
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9. Termination of Use

The Owner reserves the right to terminate this Agreement at any time for violation of these terms or for other reasonable cause.

FACILITY USE AGREEMENT

Acknowledgment

By signing below, the User acknowledges that they have read, understood, and agreed to the terms and conditions outlined in this Agreement.

Name of User: _____

Signature: _____

Date: _____

Name of Owner: _____

Signature: _____

Date: _____