

FACILITIES USE LICENSE AGREEMENT

This Agreement (“Agreement” or “License”) is made as of the date written below by and between the organization/individuals signing this License (“User”) and The BettPlex, LLC, a Minnesota limited liability company (“BettPlex”). The entire sports complex is owned by BettPlex and is known as *TBK Bank Sports Complex* (the “Facilities”). BettPlex also owns the family entertainment center which operates under the name of *High 5 Lanes & Games*

1. **Use of Facilities.** BettPlex shall permit User to enter and use a portion of the Facilities as described in the Facility Use Summary Form on the dates and times specified. The Facility Use Summary Form is incorporated herein by reference.

2. **Term.** This Agreement shall be a master agreement and shall govern User’s use of the Facilities as may occur from time to time, and shall remain in effect continuously until terminated by the parties.

3. **Payment.** User agrees to pay BettPlex the fees and charges listed in the Facility Use Summary Form for use of the Facilities. The entire amount due to BettPlex shall be non-refundable, unless otherwise provided in this Agreement.

4. **Limitations of Use.** User shall, at all times, exercise this License in a manner so as to avoid interference with or disruption of BettPlex’s day to day operations. User’s teams, coaches and all other associated persons shall comply fully and promptly with BettPlex’s directions, instructions, rules and regulations concerning the use of the Facilities. User must: ensure its activities conform to the use described in the Facilities Use Summary; provide adequate security, traffic, and crowd control for its activities, as determined by BettPlex; adequately supervise the Activity; obtain and pay for any necessary licenses and permits.

5. **Sales/Concessions/Hotels.** User shall not sell souvenirs, food or drink items or contract with another party to sell such items. BettPlex and its concessionaires shall exclusively operate all food and drink concessions, novelty, merchandise, souvenir, apparel and sales operations and shall retain all proceeds from those operations. In accordance with BettPlex’s policies, any food or beverage served at the Facilities must be provided by BettPlex’s food service vendors or by a properly licensed caterer approved by BettPlex. No other food or beverages may be brought by User or User’s guests or participants to the Facilities. Any sale of merchandise by the User or any affiliated person or entity must be approved in writing. User or any affiliated person shall not limit or restrict participants or spectators from utilizing any hotel/motel within 2 miles of The BettPlex.

6. **Special Provisions.** (A) User shall determine if the fields and courts are in a condition such that a tournament/game can be held. BettPlex or its designee reserves the right to refuse to

operate the Facilities if BettPlex deems it unsafe or impractical to conduct or continue a game or tournament; (B) BettPlex assumes no responsibility for ensuring any tournaments, games and activities are sanctioned, if applicable. User shall ensure that all applicable sanctioning rules and regulations are followed. User shall procure all requisite officials, referees and umpires as needed. User shall ensure all events are adequately supervised. BettPlex assumes no responsibility and accepts no liability for sanctioning tournaments, games and activities; procuring officials, referees, and umpires; or supervising any events; and (C) User shall follow the BettPlex Rules and Policies.

7. **Laws and Ordinances.** In connection with User’s use of the Facilities, User shall observe and comply with all laws, ordinances, rules, regulations and requirements of federal, state, county and municipal agencies.

8. **Copyright/Trademark.** Securing licenses for any copyrighted material used at the Facilities is User’s responsibility. User agrees to indemnify, defend and hold harmless BettPlex, its officers, agents and employees for and against any and all claims, demands or suits that may be made or brought against them with respect to the use of any copyrighted material during the Event. User acknowledges that (i) as between BettPlex and User, BettPlex owns all trademarks, service marks, trade names, copyrights, domain names and other indicia of source or origin (collectively, “Trademarks”) consisting of or incorporating The BettPlex logo and art (collectively, the “BettPlex Marks”), and (ii) User has no rights, and is not acquiring any rights, to use the logo except as expressly set forth in this Section. BettPlex hereby grants to User a non-transferable, non-exclusive, revocable license to use the BettPlex logo and art in advertising materials relating to the BettPlex’s use of the Facilities. This logo license under this Section shall terminate upon the conclusion of User’s activities. Any and all goodwill arising from the User’s use of the BettPlex Marks as permitted in this Section 8 shall inure solely to BettPlex’s benefit.

9. **Indemnification.** User shall indemnify and hold BettPlex, its officers, officials, agents, employees, servants, successors and assigns harmless from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expenses, including reasonable attorney’s fees and court costs, for damages, personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by acts or omissions of BettPlex or User any participants, coaches, officials, volunteers, players, spectators, parents/guardians, umpires, officials, referees and any person whatsoever, and for damages to property arising out of any accident or occurrence as a result of User’s use of the Facilities and the License granted herein. This indemnity includes any claim or amount arising out of User’s failure to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The parties specifically intend that User shall indemnify BettPlex from and against any and all claims, including claims arising solely from the alleged negligent or willful acts or omissions of BettPlex.

10. **Insurance.** User shall maintain at its own cost and expense, throughout the term of this License, policies for

general liability insurance with limits of liability of not less than \$1,000,000 for property damages and bodily injury to or death of one person per occurrence, which shall provide coverage for public liability and property damage, and injury or death to persons resulting from User's use of the Facilities under this License. Such insurance shall be primary. All such insurance shall, upon request from BettPlex, name BettPlex, its officers, employees and agents as additional insureds.

11. No Adverse Use. User agrees that its use of the License granted herein shall not entitle User to exclusive possession or use of the Facilities or any part thereof and shall be deemed to be revocable by BettPlex in its sole discretion.

12. Termination. BettPlex may deny the requested use, unilaterally terminate or modify this Agreement, and preclude (temporarily or permanently) User from present or future use of one or more Facilities, upon written notice to the User, for any of the following reasons: (a) User or any person acting under User's authority misused, damaged or destroyed property at a Facilities or failed to leave the Facilities in good condition; (b) User or any person acting under User's authority provided false or misleading information to BettPlex, including false or misleading information about the proposed use; (c) BettPlex deems the use inappropriate for the Facilities, inconsistent with the size, location, and available services at the Facilities, or inconsistent with public health, safety or welfare standards; or (d) User or any Person acting under User's authority failed to fully complete or comply with the Agreement or a previous Agreement, including non-payment by a returned check or failure to make scheduled payments. In the event of termination by User, BettPlex shall be entitled to collect all fees and charges due from User and shall retain all prepaid deposits, fees and charges.

13. Relocation, Decorations. BettPlex reserves the right to relocate any scheduled activities within the Facilities. User, including its staff, volunteers, participants, parents and affiliates agrees to use the Facilities solely for the use and purposes contemplated in this Agreement, and shall not injure or in any manner deface or damage the Facilities or any equipment contained therein and shall not cause or permit anything to be done whereby the Facilities are defaced or damaged. If the Facilities, furnishings or any portion of the building during the Term of this Agreement are damaged by the acts, default or negligence of the User or of User's agents, employees, players, coaches, patrons, guests, participants, parents or any other person admitted upon the Facilities by User, User will pay BettPlex upon demand such sum as is necessary to restore the Facilities to their present condition.

14. Programs Involving Children. User acknowledges that BettPlex has adopted a policy entitled "BettPlex Youth Safety Policy." User confirms that it has read and understands this policy and accepts compliance with the Policy as an express condition of this Agreement. The Policy, along with additional resources and information concerning the Policy, may be found at: BettPlex.com/safety policy.

15. Records & Usage of Names. User shall keep rosters and records of all teams, players, coaches, and other volunteers that participate in its tournaments, leagues and games

under this Agreement and may be requested to provide rosters and records to BettPlex. User agrees, and all of User's teams, players, coaches, and participants agree, that BettPlex may use the names, mailing addresses and emails of those persons (parents of minor participants) to market information about the Facilities to those persons.

16. Disclaimer & Waiver Requirement. User fully understands the nature of activities on the property, whether contact or non-contact sports or other activities. User further understands that those activities involve risks of serious bodily injury, including permanent disability, paralysis and death, which may be caused by its players' or coaches' own actions, or inactions, those of other participants, or the negligence of other persons, players, coaches, spectators, guests and participants. User further understands that there may be other risks including responsibility for losses, costs and damages User incurs as a result of User's participation in activities on the Facilities. All of its participants, players, coaches, officials, referees, umpires and parents/guardians of minors shall assume the above risks and release and indemnify BettPlex from any damages or liabilities that may result from activities undertaken on the Facilities. Waiver and Release forms are available at BettPlex.com/waiver.

17. Notices. All notices and communications shall be in writing and deemed to be given when sent by U.S. Mail, postage prepaid, or delivered personally as follows: BettPlex: Attn: Douglas Kratz, The BettPlex, LLC, P.O. Box 394, Bettendorf, IA 52722-0007.

18. Attorney's Fees. In the event of any litigation hereunder, User shall be responsible for its own attorney fees and court costs.

19. Remedies. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Iowa. Failure to immediately cure a breach of a material term hereunder after written notice thereof shall entitle BettPlex to terminate this Agreement.

20. Limitation of Liability. User's violation of any term of this Agreement may cause BettPlex to cancel or terminate during the course of the activities governed by this Agreement, which may also cause loss of future use of the Facilities. Any damages User may receive as a result of such cancellation or termination shall be limited solely to User's deposits or any licensing fee that has been paid. **IN NO EVENT SHALL BETTPLEX BE LIABLE FOR INDIRECT, CONSEQUENTIAL, ADDITIONAL OR PUNITIVE DAMAGES ARISING OUT OF PERFORMANCE OR NONPERFORMANCE UNDER, OR OTHERWISE ARISING IN CONNECTION WITH, THIS AGREEMENT.**

21. Assignment. This Agreement is not assignable without BettPlex's written consent.

22. Severability. In the event any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision.

Its: _____

LICENSEE:

Print name of organization

By: _____

Print name of person signing

Title: _____

23. Control of Facilities and Right of Entry. User has the right to enter the Facilities at all times as provided in the Facilities Use Summary Form. BettPlex shall have access at all times to all spaces in the Facility. In permitting the use of the Facilities, BettPlex does not relinquish custody and control thereof and does hereby specifically retain the right to enforce any and all appropriate laws, rules, regulations and policies applicable to the Facilities. BettPlex reserves the right to eject or cause to be ejected, from the Facilities, any person behaving in a disruptive manner in its sole and absolute discretion. BettPlex will not be liable to User for any damages that might be incurred through the exercising of these rights.

24. Waiver. Failure by BettPlex to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by BettPlex of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

25. Force Majeure. BettPlex’s failure or inability to provide any part of the Facilities for use at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, weather, lack of materials or labor, acts of God, power failures, closure or damage or destruction of any part of the Facilities related thereto, shall not be deemed a breach of the Agreement. If a force majeure condition prevents the use of the Facilities, BettPlex will be entitled to retain an equitable portion of the fees payable by the User and/or provide the Facilities for an extended time to make up any lost time, in BettPlex’s discretion.

26. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Iowa, excluding rules relating to choice or conflict of law. User shall institute any legal suit, action or proceeding arising out of or relating to this Agreement in the state courts located in Davenport, Scott County, Iowa and User irrevocably submits to the exclusive jurisdiction of such courts in any legal suit, action or proceeding and waives any defenses it may have based on jurisdiction or venue. User hereby irrevocably waives its right to trial by jury in any action or proceeding arising out of this agreement or the transactions relating to its subject matter.

27. Entire Agreement. This Agreement is the entire Agreement between the parties and supersedes and incorporates any prior agreements, either written or oral. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Agreement to be executed on the day and year first above written.

THE BETTPLEX, LLC

By: _____