



RESERVATION AGREEMENT

This Reservation Agreement (the “**Agreement**”) will confirm the agreement between _____ (“**Licensee**”) and Dynamo Soccer SP, LLC (“**Licensor**”) with respect to field use by Licensee at the Houston Sports Park (the “**Facility**”). Licensee and Licensor hereby agree as follows:

1) **Use of Field**

Licensor hereby licenses Licensee use of a/the field(s) at the Facility (“**the Field(s)**”) on the specific dates and times as set forth in Reservation Invoice attached hereto and made a part hereof for the purpose indicated on Reservation Invoice.

Licensee will ensure that they have allotted the proper amount of time to account for warm-ups, play time, etc., or Licensee may be required to leave the field prior to completion of their event.

2) **Field Permit and Field Usage**

- a) Field use requires a permit that may be attained by filling out online request form.
- b) Field reservation is confirmed when this Agreement is executed, payment is received by Licensor, and a receipt is provided. This will include the signing of a rental reservation agreement, arrangement of fee payment, and the signing of applicable waivers (if necessary).
- c) Activities must coincide with the time indicated on the rental invoice and occur only on the designated Field(s).
- d) Practice, goal-keeper warmup and non-sanctioned scrimmage activity is not permitted within the 18 yard boxes of the grass fields.
- e) Warming up or play is not permitted on adjacent fields at any time.
- f) No more than 32 adults or 64 youth participants will be allowed on one Field at any given time.
- g) Private personal training at the Facility is strictly prohibited.
- h) Unauthorized use of any field is prohibited.

3) **Term**

The term of this Agreement shall commence on the Rental Date and continue through the Rental time as set forth on Reservation Invoice (the “**Term**”).

4) **Prohibited at the Facility**

The following are prohibited at the Facility:

- Weapons
- Illegal drugs and paraphernalia
- Alcohol

- Glass containers
- Tobacco products
- Pets and animals (other than registered and leashed service dogs)
- Fireworks, flares, and smoke bombs
- Fuel heaters
- Open flame grills (propane and charcoal)
- Seeds or any snacks producing a shell
- Generators
- Flying drones and remote controlled cars
- Scooters, hover boards, Segways and similar devices (automated and non-automated)
- Skateboards
- Inline skates
- Bicycles
- Motorized vehicles
- Spray paint, powder, duct tape or any other substance to mark fields
- Metal cleats
- Golf clubs and baseball bats
- Air horns
- Laser pointers and laser pens
- Confetti
- Other items deemed detrimental to the Facility by Licensor

5) Equipment & Outside Services

Licensee is not permitted to bring generators, tent structures larger than 10' x 10', portolets, ice merchandisers, stages, scissor lift or filming platforms, golf carts or contract with 3rd party vendors for services (e.g. third party security or ambulance companies) without written approval by Licensor in Licensor's sole discretion. Licensee must contract with Licensor's preferred Facility vendors & providers.

6) Selling of Goods, Services or Products

Licensee may not sell, nor hire a third party to sell, admission tickets, food, beverages, merchandise, or any other items at the Facility without the prior written consent of Licensor.

7) Advertising, Signage, Banners

Licensee may not post, place, hang or distribute pamphlets, handbills, or advertising material of any kind at the Facility without the prior written consent of Licensor.

8) Field Closure and Inclement Weather

The Facility operates on a delay first, cancel second, policy pertaining to field closures due to necessary field maintenance or inclement weather. Licensee may reschedule should inclement weather or maintenance render a Field unusable. Reservations are subject to availability. Licensor is not responsible for any costs incurred by Licensee caused or related to rescheduling Licensee's event.

Licensee must comply with Licensor's inclement weather evacuation procedure. Licensor may cancel, suspend, or postpone events due to inclement weather that jeopardizes safety. Licensor

operates the Facility on a NO REFUND policy regarding weather related closures. Licensors delays first and cancels second regarding field closures due to inclement weather.

9) Field Status

Licensors provides field status (weather and closure) information via www.HoustonSportsPark.com. Field status information is also available by following HSP on Twitter @HoustonSportsPk. For further information on Field Closures, please see item 8.

10) Supervision and Damages Occurred

Licensee is responsible for Licensee's invitees at the Facility. Misuse of the Facility or failure to abide to the regulations will be sufficient reason to deny any future reservation request. Licensee is responsible for any damages caused to, or at, the Facility by Licensee or Licensee's invitees.

11) Parking and Entry

Licensors reserves the right to charge for parking or entry, but not both, and Licensee is not entitled to any revenue from same.

All vehicles must park in designated spaces within the main or overflow lots. The main lot is identified as the appropriately marked concrete areas within Facility grounds. The overflow lot is defined as the gravel lot north of the Facility. **PARKING IS AT YOUR OWN RISK**; Licensors is not responsible for accidents, theft, vandalism, or other related events that occur at the Facility. For more information, please visit <http://www.houstonsportspark.com/about-hsp/ground-maps--parking/>

- a) Parking lot gate(s) will typically open 30 minutes to 1 hour prior to the first scheduled rental listed on the events calendar.
- b) Only Licensors or Licensors's designees may open and close parking lot gates.
- c) All cars must vacate the Facility promptly after the end of the last scheduled field time.
- d) Gates will typically close 15 to 30 minutes after the last scheduled rental. Please review posted daily schedule for parking lot closing time.
- e) Vehicles left overnight are subject to being locked inside parking lots or towed, at the owner's expense.
- f) Vehicles should not impede any entrances, sidewalks, bridges, gates, and garbage receptacles at the Facility.

12) Park Cleanliness

Licensee is required to maintain a clean environment. This includes cleanliness during each rental and prior to Facility departure after rental. Facility staff will assist in keeping fresh trash bags within Facility trash cans. It is the responsibility of the Licensee and its invitees, to ensure trash is disposed in proper trash receptacles.

Licensee is encouraged to meet with Licensor prior to departure regarding cleanliness and limit the potential of a cleaning fee.

Licensor reserves the right to assess a minimum \$200 cleaning fine per Field following each rental if additional cleaning is required. Both the assessment and magnitude of this penalty are at the discretion of Licensor.

13) Athletic Trainer

Licensor may require the services of a licensed athletic trainer ("LAT") during contact events.

These events include but are not limited to: Men's/Women's Rugby competitions, Men's Lacrosse competitions, tackle football competitions, and other events or activities as deemed appropriate by Licensor

- a) For more information, please see <http://www.houstonsportspark.com/field-reservations/athletictrainerpolicy/>
- b) Licensee must provide their LAT's name and valid national license number prior to the completion of the reservation process.
- c) LATs must meet with Licensor's staff upon arrival and remain at the Field during Licensee's use.
- d) Absence of a required LAT will result in the immediate suspension of the activity.
- e) All LATs shall provide a medical kit approved by Licensor. Required items include bandages, splints, coolers, ice bags, and other injury related equipment in sufficient quantity. Specific questions regarding required items may be directed to Licensor in advance.
- f) There is an AED at the Facility located in the picnic area in between fields 2 and 5. Ice is available for purchase at \$5/20lb bag.

14) Refund Policy

Licensor operates a NO REFUND policy. In no event, shall Licensee be entitled to a refund if Licensee's event is canceled.

If Licensee terminates this Agreement seven (7) days or more before Licensee's event, Licensee's payment (i) may be applied to a future, scheduled event, or (ii) forfeited. Any termination within six (6) days of Licensee's event will result in a forfeiture of Licensee's payment. However, if cancellation is due to inclement weather or required maintenance and an immediate field replacement is not available, the parties may agree on a rescheduled date and Lessor shall credit the Fees to such rescheduled date. Such rescheduled date must be within twelve (12) months of the cancelled event.

15) Payment

Payment must be made in accordance to the terms set forth on the invoice provided. Lessor requires immediate payment for rentals and events under \$1,000.00. Any rentals over \$1,000.00 and

occurring sixty (60) days after the contract is created can be held by a 50% non-refundable deposit with the balance due 30 days prior to the event.

Payment will not be accepted at the Facility.

16) Revocation

Licensor reserves the right to revoke, postpone, or change the license granted to Licensee after the reservation process is completed if Licensee breaches this Agreement or:

- a) provides incorrect information on an application form,
- b) fails to adhere to the rules and regulations of the Facility,
- c) a youth organization utilizes a permit issued to adults,
- d) an adult organization utilizes a permit issued to youths,
- e) Licensee transfers or resells its permit,
- f) fails to adhere to the payment schedule outlined on the Reservation Invoice

17) Release & Indemnity

LICENSEE, LICENSEE'S HEIRS, EXECUTORS AND ADMINISTRATORS HEREBY RELEASE, DISCHARGE AND AGREE TO DEFEND, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE LICENSOR, HOUSTON AMATEUR SPORTS PARK LGC, INC., CITY OF HOUSTON, AND THEIR RESPECTIVE AFFILIATES, OWNERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS, SUCCESSORS AND ASSIGNS, PAST AND PRESENT (COLLECTIVELY, THE "RELEASED PARTIES" AND EACH INDIVIDUALLY, A "RELEASED PARTY"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, COSTS, LOSSES, EXPENSES, DAMAGES OR CAUSES OF ACTION FOR DAMAGES OR OTHER CLAIMS OF ANY NATURE ARISING OUT OF OR IN ANY WAY CONNECTED WITH LICENSEE'S ACTIVITIES AT THE FACILITY (THE "CLAIMS"), INCLUDING CLAIMS OCCASIONED WHOLLY OR IN PART, BY ANY ACT OR OMISSION OF A RELEASED PARTY. FURTHERMORE, LICENSEE AGREES TO DEFEND, INDEMNIFY, HOLD HARMLESS AND FOREVER DISCHARGE THE RELEASED PARTIES FROM (I) BODILY INJURY TO PERSONS, UP TO AND INCLUDING DEATH, CAUSED BY THE ACTS, ERRORS, AND/OR OMISSIONS OR THE WILLFUL MISCONDUCT OF LICENSEE ITS INVITEES OR SUBCONTRACTORS, (II) DAMAGE TO PROPERTY CAUSED BY THE ACTS, ERRORS, AND/OR OMISSIONS OR THE WILLFUL MISCONDUCT OF LICENSEE ITS INVITEES, OR SUBCONTRACTORS, (III) LOSSES ARISING FROM THE NEGLIGENCE OF A RELEASED PARTY, OR (IV) THE MATERIAL BREACH OR DEFAULT BY LICENSEE OF THIS AGREEMENT.

Through signing this Reservation Agreement, the Licensee confirms they have read and understood the terms set forth herein.

Signature: _____

Date: _____

Printed name: _____



RENTAL RULES & REGULATIONS

Need assistance during your rental? Please call: 713-855-1254

- Houston Sports Park accepts no responsibility for any loss or damage to any vehicle that has been parked in parking lots or surrounding streets. Persons choosing to park their vehicles in or around Houston Sports Park do so at their own risk.
- NO TENTS, LAWN CHAIRS, OR STROLLERS PERMITTED ON GRASS FIELDS
- NO WARMUP INSIDE 18 YARD BOX (GRASS FIELDS)
- NO EXCESSIVE DIGGING OF CLEATS (GRASS FIELDS)
- NO LITTERING
 - HSP reserves the right to assess a minimum \$200 cleaning fee per field following each rental if additional cleaning is required.
- NO TOBACCO PRODUCTS, DRUGS, ALCOHOL
- NO PETS OR ANIMALS
 - Registered and leashed Service Dogs are permitted
- NO FIGHTING OR PROFANITY
- RENTALS ARE NOT ALLOWED TO MARK FIELDS WITH ANY SUBSTANCE WITHOUT WRITTEN PERMISSION
- NO SEEDS OR SNACKS WITH SHELLS
- NO COOKING, OPEN FLAME GRILLS
- NO SELLING ADMISSION TICKETS, CONCESSIONS, OR MERCHANDISE WITHOUT WRITTEN PERMISSION
- NO BIKES, SKATEBOARDS, SCOOTERS, INLINE SKATES
- ICE \$5 PER 20-LB BAG (CASH)
- LIGHTS WILL TURN ON 10 MINUTES PRIOR TO RENTAL AFTER SUNSET
- LIGHTS WILL TURN OFF 5-10 MINUTES AFTER CONCLUSION OF RENTAL
- Full list of guidelines can be found at www.houstonsportspark.com

VISITORS MUST COMPLY WITH INCLEMENT WEATHER EVACUATIONS

PARK STAFF RESERVE RIGHT TO CANCEL, SUSPEND, OR POSTPONE EVENTS DUE TO INCLEMENT WEATHER THAT JEOPARDIZES SAFETY

- Lightning strikes at 12 mi. – staff will verbally communicate evacuation is possible
- Lightning strikes at 8 mi. or less – staff will sirens evacuation
- Participants and spectators must evacuate immediately (3 min. or less)
- Participants and spectators must seek shelter in vehicle or building – not under tents, shade structure, pavilion
- The facility will remain evacuated until lightning has left the 8 mile range
- Park staff will notify participants and spectators when it is safe to return

Weather updates during can be found:

www.houstonsportspark.com OR twitter @houstonsportspk

I have read and agreed to abide by HSP Rules & Regulations. I also understand that I can distribute this information to my invitees.

Signature: _____

Date: _____