

SoCal Athletics, Inc.
RECREATIONAL SERVICES
1482 La Mirada Drive, San Marcos, CA 92078
(760) 477-7547
GYM USE PERMIT

This permit agreement, dated this day of _____, entered into between SOCAL ATHLETICS, INC. hereby referred to as SOCAL and _____, hereby referred to as PERMITTEE, whose address is _____ covers the use of the SoCal gym by the PERMITTEE.

The parties mutually agree as follows:

1. The term of this permit agreement is for the following (Include start date, end date and time of use if available.)

For the purpose of _____ (describe activity).

2. PERMITTEE hereby guarantees and assumes full and exclusive responsibility for all damages or losses to property, fixtures, and equipment belonging to SOCAL if caused by PERMITTEE or its respective students, members, staff, agents, or guests participating in, or observing events during the periods utilized by PERMITTEE pursuant to the terms of this permit agreement. Any and all repairs will be done by a properly licensed, bonded, and insured contractor approved by SOCAL. The PERMITTEE shall be responsible for any and all costs associated with the repairs to the facility and replacement of equipment.

3. PERMITTEE hereby guarantees and assumes full and exclusive responsibility for the safety of the persons and property of all participants and events including, without limitation, players, participants, staff, officials, agents or lessee, spectators, and members of the public in attendance at either events contemplated hereby, or actually conducted by the PERMITTEE.

4. PERMITTEE will comply with all reasonable rules and regulations established by SOCAL. SOCAL reserves the right to eject any person from the facility for any reasonable reason in the sole and absolute discretion of SOCAL'S supervisor in charge.

5. SOCAL shall have the right upon reasonable notice to PERMITTEE, to pre-empt use of the SoCal gym.

6. PERMITTEE has the responsibility to inspect the SoCal gym before each activity, or other use of the SoCal gym. Any defects should be immediately brought to the attention of appropriate SoCal gym personnel.

7. INSURANCE. Without limiting the PERMITTEE'S indemnification, the PERMITTEE shall purchase and maintain in force at all times during the term of this permit, a General Liability Insurance Policy (more particularly described below). Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the PERMITTEE'S policy contains higher limits, SOCAL shall be entitled to the extent of such higher limits.

Comprehensive (Commercial) General Liability Insurance. Coverage limits of not less than two hundred thousand dollars (\$200,000.00) combined single limit per occurrence bodily injury and property damage.

Certificates of insurance must be furnished to SOCAL prior to any facility use, and must provide for a thirty (30) day prior notice of cancellation, non-renewal or other material change. Failure to furnish certificate of insurance or notice of lapse of any policy constitutes a material breach and grounds for termination of this Permit.

SOCAL shall be named as an additional insured party.

8. PERMITTEE shall save, defend, indemnify, and hold SOCAL harmless against any and all liability, and against all claims or actions based upon or rising out of damage or injury (including death) to persons or property caused by or sustained in connection with the activities in conjunction with or pursuant to this permit agreement and the defense of any such claims or actions. PERMITTEE shall also indemnify SOCAL against all liability and loss in connection with, and shall assume full responsibility for payment of all federal, state, and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws, with respect to PERMITTEE'S employees engaged in activities in conjunction with, or pursuant to, this agreement.

9. A user fee in the amount of _____ will be assessed. All user fees are due and payable at the time the permit is issued. All user fees are due and payable in advance by the 1st of each month for that month's use. A \$50 service charge will be added to PERMITTEE'S account if not paid on or before the due date. Envelopes must be postmarked by the 1st of the month due to avoid the service charge. SOCAL does not assume responsibility for the timeliness of postmarks. If PERMITTEE'S account becomes 40 days in arrears, PERMITTEE'S remaining time will be cancelled and sold without further notice. User fees will not be transferred to another account for any reason.

10. For first time users, the first month's fees will be required as a deposit to secure the permit. Future billing will be as stated in paragraph 9.

11. PERMITTEE must identify and designate the official representative(s) for its organization. Such persons shall be the only person(s) authorized to reserve or cancel SoCal gym use for you. SoCal gym use cancellations must be in writing and will be honored up to thirty (30) calendar days prior to scheduled date and time. If SoCal gym is cancelled with less than thirty (30) calendar days' notice, the PERMITTEE will remain responsible for the payment of user fees for the scheduled time(s).

12. PERMITTEE is responsible for ensuring that they schedule open and close times prior to their event with the SoCal office. The SoCal office is open Monday through Friday 8 a.m. to 5 p.m.

13. SOCAL is not responsible for any lost, stolen, or misplaced personal items or equipment of the PERMITTEE including but not limited to, items left in the bathrooms, gym, offices, parking lots or any gym area.

14. PERMITTEE is responsible for compliance with Americans with Disabilities Act, as it relates to the event, performance, and services to be provided in relation to the event for individuals with disabilities.

15. PERMITTEE shall not deny participation in, or admission to any event of the PERMITTEE nor membership in PERMITTEE'S group(s), because of race, creed, color, national origin, sex, or religion.

I (we) further state that I (we) have authority to act in behalf of the above-named organization and acknowledge receipt and reading of this document.

Dated _____

Dated: _____

ORGANIZATION NAME

SOCAL ATHLETICS,INC.

SIGNATURE AUTHORIZED REPRESENTATIVE

SOCAL ATHLETICS,INC.

PRINTED NAME

CONTACT TELEPHONE NUMBER(S)