

RENTAL AGREEMENT
CORTLAND SPORTS COMPLEX
CORTLAND, NY

Facilities Rental Agreement dated this 25TH day of June, 2015 by and between Cortland Sports Complex Inc. with an address of 4292 Fairground Road, Cortland, New York 13045, and Cortland Homer Golden Eagles Hockey Team (Cortland City School District and Homer School District), with an address at Cortland City School District of 1 Valley View Drive, Cortland, NY 13045 and an address at Homer School District of PO Box 500, Homer, NY 13077 herein after together referred to as "Lessee."

Whereas, the Cortland Sports Complex Inc. manages and operates the sports complex facility at 4292 Fairground Road, Cortland, New York 13045, and rents out portions of the facility for use by organizations and individuals in the Cortland community; and

Whereas, the Lessee desires to rent a portion of said facility in accordance with the terms and conditions set forth herein; Now, therefore, for good and valuable consideration, the parties hereby agree as follows:

1. Cortland Sports Complex Inc. does hereby rent Ice Arena & Locker Room(s) to the Lessee and the Lessee hereby rents said portion of the facility for the term and for the purpose listed on Schedule A annexed hereto and incorporated herein by reference. Upon reasonable advance notice and for good cause, the Cortland Sports Complex hereby reserves the right to cancel or modify dates or times of the Lessee's use, and upon said modification, the Lessee is entitled to elect to cancel said modified time and receive a credit accordingly. In the event of school cancellation of scheduled rental time, Lessee is responsible for the rental fee for ice due to cancellation by opponent or home team. If the reservation can be re-booked to another renter, the Lessee will be giving a credit accordingly. Cortland Sports Complex Inc. reserves the right to reasonably adjust customer schedule requests to meet the overall needs of the facility and its customers.

2. Rent shall be paid in accordance with the schedule of payments as set forth in said Schedule A. In the event any payment is more than 30 days past due, the Cortland Sports Complex Inc. shall be entitled to interest on said unpaid balance at the rate of 1 % per annum. The Cortland Sports Complex Inc. reserves the right to require a security deposit in the event it determines the same is appropriate, the payment of which shall be in accordance with the terms specified herein. The security deposit shall be fully refundable following expiration of this agreement and the Lessee's full compliance with its terms and conditions.

3. The Lessee shall use the rented portion of the facilities subject to the rules and regulations as established by the Cortland Sports Complex Inc. from time-to-time. Said rules and regulations shall apply to but not be limited to conduct of Lessee, Lessee's participants, spectators and visitors, parking, ingress and egress, signage, seating, smoking, locker rooms, restrooms and entering and exiting the rented portion of the facility. The Lessee shall leave the facility in a clean condition and shall also provide adequate supervision, not only for its participants, but also for all spectators or visitors present in the facility in connection with its usage. The Cortland Sports Complex Inc. shall not be responsible for any loss or misplaced items of personal property, and the care and security of any items are the sole and exclusive obligation of the Lessee or the Lessee's participants, spectators or visitors, as the case may be. The Lessee shall be responsible for all damage to the facility incurred by itself or its participants. Payment for all damages shall be due and payable in full within ten (10) days from date of invoice. The Lessee shall insure that no materials, objects or substances are brought into the facility that are illegal or that may endanger life or property, and the Cortland Sports Complex Inc. reserves the right to refuse admission or to have removed from the facility any person or persons who fail to comply either with the terms of this Lease or its rules and regulations.

4. For and in consideration of the terms and conditions herein, the Lessee for itself, its participants, its agents, employees, members, guests, and invitees hereby waive any and all claims for damages of any kind resulting from its use of the facility. The Lessee acknowledges that its use of the facility has risks inherent to the particular activities of the participants, as well as spectators or visitors. The Lessee acknowledges it will insure that all of its participants have adequate equipment and are properly equipped for its participants' safety, and further that it has reviewed the risks inherent in its particular activities with its participants, spectators or visitors, and that they have knowingly accepted those risks.

5. The Lessee shall indemnify and hold the Cortland Sports Complex Inc. harmless from any and all claims for damages which are made against the Cortland Sports Complex Inc. by reason of any action or inaction by the Lessee, its participants, spectators or visitors, and the use of said facilities pursuant to the terms and conditions herein and shall also hold the Cortland Sports Complex Inc. harmless from any expenses in connection therewith. Further, the Lessee shall obtain adequate insurance and shall name the Cortland Sports Complex Inc. as an insured under its general liability policy. The Lessee shall provide the Cortland Sports Complex Inc. with evidence of said coverage no later than one month prior to said event and upon reasonable request shall provide additional proof of the same during the term of this Agreement.


6. Any additions, deletions or modifications of this Agreement, if any, are contained in Schedule B annexed hereto and incorporated herein by reference. In the event the Lessee fails to timely make any payment due herein or fails to comply with any other terms and conditions of this Agreement or the rules and regulations of the facility, said Lessee shall be deemed to be in default, and the Cortland Sports Complex Inc. shall provide written notice of the same to the Lessee at the address set forth herein. Upon said written notice, which is deemed made when sent, the Cortland Sports Complex Inc. may suspend Lessee's use of the facilities pursuant to this Agreement until said default has been cured. Upon five (5) days written notice, the Cortland Sports Complex Inc. may terminate this Agreement in the event the Lessee has failed to cure said default. Upon said suspension or termination, the Cortland Sports Complex Inc. may pursue all remedies available under applicable law, including but not limited to the recovery for attorney's fees incurred in pursuing said remedies.

7. This Agreement, together with all schedules, constitutes the entire understanding and agreement of the parties. Any prior agreement not set forth herein is of no force or effect.

8. No alteration or variation of this Agreement shall be valid unless reduced to writing and signed by the parties.

9. Each party is a valid and legally existing entity and each of the undersigned affirm that he/she has full authority to enter into this Agreement.

SIGNED: Cortland School District

By: 
(Signature)


(Print Name and Title)

SIGNED: Homer School District

By: _____
(Signature)

(Print Name and Title)

Cortland Sports Complex Inc.

By: _____

Tamara Demeree-Lindhorst, Executive Director

Address: 4292 Fairground Road
Cortland, New York 13045

SCHEDULE A

Portion of the facility rented: Ice Arena, High School Locker Room, Visitor Locker Room(s)

Term: Commencement date: November 9, 2015 Termination date: February 28, 2016

Rent: See attached Schedule Dated 6/19/15 Total Rent for term: \$21,481.25 (122.75 hrs)

Rate Per Hour: \$175

Security Deposit: none

Rent shall be due as follows: Invoices will be sent monthly and payment will be due within 30 days of invoice.

Insurance: A certificate of insurance must be provided naming Cortland Sports Complex, Inc. as an additional insured on Lessee's liability policy with a minimum coverage amount of \$1 million per occurrence. This certificate must be provided to the Complex no less than 1 month prior to the start of the event.

Facility Policies: Attached are the Facility Policies for the J.M. McDonald Sports Complex. These policies are in full force and effect for the rental period outlined above.

RENTAL SCHEDULE

CUSTOMER ("Lessee") – See Schedule Attached Dated 6/19/15

Golden Eagles HS Hockey Team

Portion of Facility Used	Commencement Date	Event start time to finish time	Termination Date	Event Cost
Ice Arena	11/09/15	See Attached Schedule	2/28/16	\$ 21,481.25
HS Locker Room and Visitor Locker Rooms 1/2				

SCHEDULE B

Not applicable