



Crayons 2 Pencils Recreation Center Facility License Agreement
515 Sunset Drive Norwalk, IA, 50211 – 515-243-2802

THIS AGREEMENT is made as of _____ 20_____, by Crayons 2
Pencils Preschool LLC, an Iowa limited liability company (“Owner”), and
(Name of individual using the facility + team name if it is for sports practices)
Phone: _____ Email: _____

The parties agree as follows:

Owner hereby grants a limited and revocable license to the User to use the following space in the building
located at 515 Sunset Drive Norwalk, Iowa:

- ___ Indoor Gym
Reason for Using the Gym
___ One-time Sports Practice (\$45 per hour) ** maximum of 4 guests
___ Recurring Sports Practice (\$35 per hour) **team practicing
___ Parties or Events (\$100 per hour, Minimum of 2 hours) ** maximum of 50 guests
___ Other: Please Describe-_____
___ Arcade (\$50 per hour Minimum of 2 hours)
___ Open Field (\$30 per hour for one team – add additional \$15 per team per hour if more than one team is
practicing at the same time)
___ Kitchen (\$25 per hour) **Kitchen is included if using the gym or arcade for parties at no additional cost
___ Yoga/Fitness Room (\$25 per hour)
___ Kitchen & Lobby (\$25 per hour) -baby showers, small gatherings
___ Multipurpose Classroom (\$25 per hour) – Tutors, Music Lessons...

One Time Use – Please fill out this section – Fill out this section only if User wants to use the facility for a
one time use such as a party or baby shower... A deposit of 50% is due at the time User reserves the facility
with the remaining balance due at the time of the event.

User is requesting the date of _____
(Month) (Day) (Year)
between _____ am and _____ pm.

Recurring Use - Fill out this section if User wants to use the facility on a weekly or monthly basis so long as
space is available. Owner has multiple teams using the facility. If the time User selected is not available,
Owner will help User find the next available time.

User is requesting the following days/times:
Effective Start Date:

Effective End Date:

(Month) (Day) (Year) (Month) (Day) (Year)
Monday ___ 6:00 – 7:00 PM ___ 7:00- 8:00 PM ___ 8:00 – 9:00 PM ___ 9:00 – 10:00 PM

Tuesday ____ 6:00 – 7:00 PM ____ 7:00- 8:00 PM ____ 8:00 – 9:00 PM ____ 9:00 – 10:00 PM
 Wednesday ____ 6:00 – 7:00 PM ____ 7:00- 8:00 PM ____ 8:00 – 9:00 PM ____ 9:00 – 10:00 PM
 Thursday ____ 6:00 – 7:00 PM ____ 7:00- 8:00 PM ____ 8:00 – 9:00 PM ____ 9:00 – 10:00 PM
 Friday ____ 6:00 – 7:00 PM ____ 7:00- 8:00 PM ____ 8:00 – 9:00 PM ____ 9:00 – 10:00 PM
 Saturday – Please list User’s preferred times: _____
 Sunday - Please list User’s preferred times: _____

Use: The space shall only be used for the following purpose(s): _____
 _____ . User shall use the space in compliance with
 the Rules and Regulations attached hereto.

Payments for Recurring Use will be made the following way:

- _____ User will pay per use each night User has reserved the space.
- _____ User will pay for the entire week (if used multiple times per week) up front on the first night of practice for the week.
- _____ User will pay in advance up front for the entire length of time User has reserved the space.

Total Fees Due:

| | |
|------------------------|-------------------------------------|
| Indoor Gym: | Number of Hours*Hourly Fee \$ _____ |
| Arcade: | Number of Hours*Hourly Fee \$ _____ |
| Open Field: | Number of Hours*Hourly Fee \$ _____ |
| Kitchen | Number of Hours*Hourly Fee \$ _____ |
| Yoga/Fitness Room: | Number of Hours*Hourly Fee \$ _____ |
| Kitchen & Lobby: | Number of Hours*Hourly Fee \$ _____ |
| Multipurpose Classroom | Number of Hours*Hourly Fee \$ _____ |

Total Cost Due \$ _____
 Deposit Made \$ _____ Cash _____ Check (Check Number) _____

The terms and provisions set forth in the attached Rules and Regulations and Additional Terms are incorporated herein by this reference. Group representative has read and understands said Rules and Regulations and Additional Terms.

| | |
|---------------------------------|--------------|
| OWNER: | USER: |
| Crayons 2 Pencils Preschool LLC | _____ |

| | |
|-------------------|----------------------|
| By: _____ | By: _____ |
| Print Name: _____ | Print Name: _____ |
| Manager | Group Representative |



Rules and Regulations and Additional Terms for Community Group Usage of Crayons 2 Pencils Recreation Center

A. The group representative will be the first inside the facility and the last to leave, making sure the facility is left in the same condition as it was before entering. The group using the facilities must have at least one adult age 18 years or older present during the time the facilities are being used.

B. The group representative will be responsible for the following of all regulations for the facility. The group representative will, as necessary, inform the group of all regulations, enforce these regulations, or call law enforcement or Owner for emergency assistance.

1. The facility must be used only for the purpose that it was originally intended as set forth in the Agreement at the time of contract signing. User is only permitted to use the space identified above in the Agreement; however, User will be allowed the non-exclusive of certain common areas, including, without limitation, the parking areas, on the property and in the building as may be designated from time to time by Owner. Security cameras are set throughout the entire facility and can be viewed even when the owners are not inside the facility.

2. When gymnasiums or multi-purpose rooms are used, the only activities permitted are those, which would normally be termed as indoor activities. Activities that are normally outdoor activities such as golfing, roller blading, throwing baseballs or softballs may are not allowed inside the facility. Violations may result in denial of future use.

3. Smoking is prohibited in the buildings and/or on facility grounds. Violation will result in immediate loss of use of the facility.

4. There shall be no drugs brought to or consumed in the building or on the Crayons 2 Pencils Recreation grounds. Violation will result in immediate loss of use of the facility.

5. Food is not permitted into the gym for any reason. All food and beverages must be used in the lobby area only. Water Bottles may be used in the gym as long as they only have water. Gatorades and other Kool-Aid/ sports drinks must be kept in the lobby as they may stain the gym floor if spilled.

6. After of each use of the space, User must leave the space in good order and in a clean and sanitary condition, including, but not limited to, picking up all debris and removing all of User's personal property. Gym floors must be swept after use. Carpeted areas should be vacuumed if necessary. All restrooms must be picked up and toilets flushed. Trash bags containing food should be placed in outdoor dumpsters located by the garage outside. Violations may result in denial of future use.

8. Details concerning use of specific facilities will be reviewed with the User, signed and attached to the contract. Violations may result denial of future use.

C. User shall not commit or suffer to be committed any damage or loss (including theft) to the licensed space, the common areas or any contents or equipment therein, and User shall reimburse Owner for the cost to repair

or replace any such damage or loss caused by User, its employees, participants or invitees. By signing this Agreement, the group representative shall be personally liable for the forgoing reimbursement obligation.

D. The group representative shall be liable for any and all losses, damages, or injuries sustained by any person due to the negligence of the User. The group representative is also responsible for proper management of parking, building, and crowd control with special regard for safety and capacity limits. The group representative shall indemnify and hold harmless Owner from any and all losses, damages, or injuries. The group may be denied future authorization for facility usage in the event of group abuse of usage privileges.

E. In the event of inclement weather, the group representative is responsible to coordinate all notifications of any postponements or cancellations. If additional snow removal is needed beyond Owner's normal weekday maintenance schedule, the group is responsible to provide it or make advanced arrangements with the Owner.

F. Failure to use the building for the specified use or to secure the building after use may lead to immediate denial of future use. User shall not use or permit the space to be used for any nuisance, noisy, offensive, dangerous or illegal purpose. User shall comply with all applicable present and future laws, statutes, rules, regulations and ordinances in connection with the use of the space, including, without limitation, any applicable restrictions imposed by any governmental authority pertaining to COVID-19. User shall use, and shall cause its employees, participants and invitees to use, the space and common areas in a safe, orderly, reasonable, courteous and professional manner, and, in all events, so as not to interfere with any other party's use and enjoyment of the building or common areas.

G. User will be given the access code to enter the facility 24 hours prior to User being able to use the facility.

H. Right of Entry: Owner and its managers, employees and agents may be at the facility and enter the space being used by User at any time, including during the time reserved by User without notice to User for any purpose that Owner deems necessary or desirable. User acknowledges that the facility and grounds may be used by other parties at times the space is reserved by User.

I. Indemnification: User, as a material part of the consideration to Owner under this Agreement, hereby agrees to defend, indemnify and hold harmless Owner from any and all damages, actions, suits, claims, or other costs (including reasonable attorney's fees) arising out of or in connection with any damage to any property or any illness or injury caused to any person (including death) arising from the use of the space by User, its employees, officers, directors, participants, invitees, or other agents. User shall notify Owner of any damage or injury to persons or property of which it has knowledge occurring in, on, or near the space, building or facility grounds, regardless of the cause of such damage or injury. By signing this Agreement, the group representative shall be personally liable for the forgoing obligations.

J. Revocation: Any date on which User has been granted a license to use space in the facility is referred to herein as an "**Event Date**." Owner shall have the right to revoke the license at any time prior to the Event Date, provided it gives User prior written notice of revocation. In the event that Owner revokes the license prior to the Event Date for reasons other than nonpayment of fees or breach of this Agreement by User, Owner shall refund to User the full amount paid by User in connection with this Agreement.

K. Cancellation: User may cancel its use of the space for any specific Event Date by notifying Owner in writing at least two (2) days before the Event Date. In such an event, Owner shall refund to User the full amount of the fee that was paid. In the event of inclement weather, Owner will determine if to the event/practice can be rescheduled a future time or if it will need to be canceled for good.

L. Assignment: User shall not assign this Agreement or any interest herein without the prior written consent of Owner, which consent may be withheld by Owner in its sole discretion.

M. Relationship. User and Owner agree that nothing contained in this Agreement shall be deemed to create a partnership, joint venture, landlord-tenant or any other relationship between the parties other than that of licensor and licensee.

N. Entire Agreement. This Agreement constitutes the entire agreement between User and Owner, and it supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Owner or User unless reduced to writing and signed by both parties. No party may waive any condition or breach of any term, covenant or condition of this Agreement, except in a writing signed by the waiving party and specifically describing the condition or breach waived. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

O. Waiver. Owner shall not be liable for, and User hereby knowingly waives and releases, on behalf of itself and its participants, invitees, or any other person claiming by, through or under User, any and all claims against Owner for any injury to any persons or property occurring within the facility or on the facility grounds.