

**THE JOE NUXHALL MIRACLE LEAGUE FACILITY
USE APPLICATION AND USE AGREEMENT**

Section A - General:

The parties to this agreement are The Joe Nuxhall Miracle League, Inc., [hereinafter the “Miracle League”] incorporated and operating under the laws of State of Ohio, Lessor, and _____, hereinafter “User” or “Users”, as the context requires for the purposes of contracting for the use of the facility known as the Miracle League Fields, a facility located on Groh Lane in the City of Fairfield, Butler County, Ohio.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THEY AGREE AS FOLLOWS:

1. Before the facility is available for use, this document must be completed and signed by an authorized representative of the Miracle League and User. For approval, this Application and Agreement must be completed and received by the Miracle League at least thirty (30) calendar days prior to the date of the intended use. A single Use Application and Agreement shall cover a series of similar uses. A separate agreement, however must be made for each use or meeting which varies from the original use. Following written confirmation of the permitted use, User shall pay all applicable fees not later than 10 calendar days following the confirmation date stated on the approval; failure to pay such fees on time will result in denial of usage.
2. The building and grounds of the facility are primarily for recreational purposes for individuals with physical disabilities and/or educational purposes associated therewith and no other use shall be permitted which interferes with that primary purpose absent a waiver by the Miracle League. Facilities shall not be made available for any use which might result in any undue damage or wear. The Miracle League reserves the right to reject any application for use of its facilities.
3. Every possible opportunity will be provided for the use of facilities by the above referenced individuals or groups provided that the purpose of the use is in harmony with public interest and welfare, subject to the laws and regulations of the City of Fairfield, the State of Ohio and those prescribed by the Board of Directors of the Miracle League. The Miracle League shall provide all applicable rules and regulations upon written request.
4. The Miracle League does not intend to compete with private enterprise. Therefore, the use of the facilities for commercial entertainment, banquets, luncheons, and money raising events not in furtherance of the purposes above stated is not permitted absent a written waiver by the Miracle League.
5. The Miracle League reserves the right to prohibit the use of its facilities by groups, or activities, which are secret, of a private nature, or which restrict membership or attendance, in a manner inconsistent with the public and non-discriminatory organizations as defined and listed the laws or regulations of the City of Fairfield, the State of Ohio or by federal statute or regulation.

6. This Use Agreement shall not be entered into for any use which, in the judgment of the Miracle League, is prejudicial to the best interest for the Miracle League, its educational programs or for which satisfactory sponsorship or adequate adult supervision is not provided. Proper police and fire protection shall be provided by the User when deemed necessary by the Miracle League.

7. As a condition for approval herein, the User agrees to protect, indemnify, and hold harmless the Miracle League and its agents, employees, representatives and officers from any claims, demands, actions, damages, or causes of action directly or indirectly arising out of the use of the facilities or premises contemplated by this Use Agreement. User must provide the Miracle League with proof acceptable to the Miracle League protecting against all damages or injuries whatsoever that might be sustained by the Miracle League, or as a result of User's activities, including all those that are participants or in attendance viewing or supporting the same. Said insurance shall name the Miracle League as an additional insured on said policy of insurance with a copy being provided the Miracle League not later than three [3] business days before the intended use.

8. This Agreement shall be governed by the laws of the State of Ohio with venue being Butler County, Ohio. This Agreement is not assignable by the User, including any rights and responsibilities of the User as herein provided.

Section B – Application Information:

1. Those wishing to use Miracle League facilities must provide the following information to the Miracle League's Office which shall become a part of this Agreement:

Today's Date: _____

User Name: _____

Date of Intended Use: _____

Address of User: _____

Telephone, including area code: _____

Organization, if different from User: _____

E-Mail Address: _____

Activity being held: _____

Length of Use: _____

I certify that the Application information given above is true and accurate to the best of my knowledge and I agree to follow the guidelines for use of this facility as herein provided, including those contained on Pages 4 through 5, which guidelines are incorporated herein by reference and are an integral and legally binding part of this document. I understand that this Agreement shall become void if any of the above information is found to be false or if any portion of the guidelines is violated during the use of the facility.

Authorized Signature of Applicant User: _____

Printed Name: _____

Date: _____

User Fee: _____

MIRACLE LEAGUE FACILITY USE GUIDELINES AND ADDITIONAL USE AGREEMENT TERMS

1. Individuals or organizations requesting use of the facility are required to provide identification as may be reasonably required by the Miracle League, including a picture ID.
2. Users are responsible for any damage or theft to the facility and/or equipment that occur during the User's occupancy, regardless of cost.
3. Smoking is not permitted on or about the facility, including all adjacent grounds owned or operated by the Miracle League.
4. All trash, garbage and food must be collected and left in trash receptacles or properly removed from the facility premises.
5. Users are not permitted to attach anything to the walls or any other surface of the facility. Except with the written permission of the Miracle League, signs are not permitted to be affixed or otherwise displayed on or about the facility.
6. The City of Fairfield is not required to provide security for organizations using this facility. The City of Fairfield is not responsible for damage or theft to persons or property occurring directly or indirectly from User's use of the facility.
7. Profane or other improper language, or the use of drugs or other controlled substances, or any other conduct which is objectionable in the judgment of the Miracle League is not permitted on or about the facility, including adjacent parking areas, a violation of which shall cause an immediate cancellation of this User Agreement. Intoxicating beverage sales is permitted only with prior approval of the Miracle League, proof of compliance with State law and insurance coverage acceptable to the Miracle League. Adult leaders of using organizations shall remain with their groups during all activities, and be responsible for the conduct of their group.

8. All Users must return the facility to the Miracle League in the same clean and maintained condition as when it was first received by the User. The Miracle League reserves the right to charge custodial fees to the User if additional clean up or maintenance is required.

9. In the event of cancellation, which shall be not less than 14 days before the anticipated first date of usage by the User, the User may be required to reimburse the Miracle League for preparation expense.

10. When the use of special facilities or equipment makes it necessary that supervision or technical assistance be provided, a Miracle League-employed supervisor or technician shall be assigned as required by the Miracle League.

11. The Miracle League reserves the right to require that Miracle League staff member(s) be present at any meeting or event held at the Miracle League facilities.

12. The Miracle League reserves the right to charge for costs incurred for providing any services associated with the use of the facility.

13. Keys to buildings or facilities shall not be issued or loaned on any occasion to the Licensee. Doors will be opened and locked by authorized Miracle League personnel.

14. Miracle League-owned equipment shall not be removed from buildings. Organizations wishing to use special equipment may do so only with prior approval of a Miracle League officer or designee of the same.

15. All shifting of furniture and/or equipment shall be done, if at all, only under the supervision of Miracle League personnel.

Authorized Signature of Applicant User: _____

Printed Name: _____

Date: _____

The Joe Nuxhall Miracle League, Inc.

By: _____

Date: _____

<i>For Use by The Joe Nuxhall Miracle League Only</i>	
Approved: _____	Rejected: _____
Reason: _____	