

## TERMS AND CONDITIONS

This Facility Use Agreement (the "Agreement") is made by and between Nebraska Sports Complex, LLC (the "Provider") and the USER indicated on the Application for Use (the "Application") for the times and dates indicated therein.

**1. Grant of License.** Subject to the terms and conditions of this Agreement and in consideration of payment of the fees and performance of other obligations set forth herein, the Provider hereby grants to USER a license to use the specified areas located within the Bison Sports Complex located at 710 Hill Street, Lincoln, Nebraska as specified and approved on the Application. This license is further subject to USER's compliance with all requirements and policies of the Provider set forth in the Provider's Rules and Regulations, as amended from time to time. By this Agreement, the Provider grants to USER no greater rights than expressly stated herein and specifically denies any leasehold right of USER in the Bison Sports Complex.

**2. Term of Use.** USER shall be permitted to use the specified area(s) for the times indicated in Application for the purpose stated therein. The Provider shall make the Bison Sports Complex available to USER at the time specified in the Application for any set-up procedures required for the event. Time shall be of the essence for this Agreement, and the period of time granted shall not be extended for occupancy or use of the Bison Sports Complex or for set-up or removal of tables, chairs and/or equipment without written permission from the Provider. Provider may terminate USER's right to use the Bison Sports Complex for any violations of this Agreement by providing notice thereof to USER. In such event, USER shall remain responsible to USER for all fees due under this Agreement. Provider may terminate USER's right to use the Bison Sports Complex for no reason by providing notice thereof to USER; provided, that Provider shall refund any payments made by USER for unused periods of use.

**3. Use Fee.** USER shall pay the fee specified in the Application to the Provider for use of the Bison Youth Sports Complex during the specified period. USER shall pay the use fee and any other payments due under this Agreement by check payable to: Nebraska Sports Complex, LLC and delivered to 901 Oak Street; Lincoln, NE 68521.

**4. Non-refundable Deposit.** If USER fails to hold the event described in this Agreement at the agreed time, USER shall not be entitled to a refund of any deposit paid to the Provider. The Provider shall return the deposit if the event is cancelled by the Provider.

**5. Concessions and Catering.** Unless stated otherwise in writing and signed by Provider, all concession and catering rights for the Provider are reserved to the Provider unless otherwise noted in rental agreement. All catering concession sales must be arranged with the Provider, in accordance with the terms stated in the Application. No participants or spectators will be allowed to bring coolers, drinks or food into the Bison Youth Sports Complex except as necessary for infants.

**6. Compliance with Laws.** USER shall comply with all laws, rules, regulations and ordinances of any state, federal or local government applicable to USER's use of the Bison Youth Sports Complex and all of Provider's Rules and Regulations. User shall pay in addition to any fees specified in the Application all taxes, if any, imposed by law in connection with its use and occupancy of the Bison Youth Sports Complex.

**7. Advertising and Selling.** No advertising or other item shall be placed or posted on walls or doors in or about the Bison Youth Sports Complex without the prior written permission of the Provider. Displays and exhibits may be permitted according to stipulations contained in the Application. The Provider's name shall not be used to suggest co-sponsorship or endorsement of any activity, except with the prior written approval of the Provider. USER shall not sell or cause to be sold any programs or other items in or about the Bison Youth Sports Complex, except on terms and conditions established by Provider. Solicitation of donations is prohibited on the premises of the Bison Youth Sports Complex. USER shall not make audio or video recordings or televise or broadcast the event or any portion thereof without the Provider's approval in writing.

**8. Maximum Capacity.** USER shall not admit a larger number of persons than can safely and freely move about in the specified areas located within the Bison Youth Sports Complex indicated in the Application. The Provider shall notify USER of the recommended capacity of such areas and the decision of the Provider concerning questions arising under this paragraph shall be final.

**9. Defacement and Damage.** USER shall not injure, mar or in any way deface the Bison Youth Sports Complex and shall not cause or permit anything to be done whereby the Bison Youth Sports Complex shall be in any manner injured, marred, or defaced. USER will not drive or permit to be driven, nails, hooks, tacks, or screws into any part of the Bison Youth Sports Complex and will not make or allow to be made any alterations of any kind therein. USER is responsible for any costs related to repair of damages caused during use.

**10. Provider Equipment.** USER shall not use Provider's equipment, tools or furnishings, located in or about the Bison Youth Sports Complex, without the prior approval of the Provider's agent and except as stated in the Application.

**11. Additional Users.** USER understands and agrees that during the term of this Agreement there may be other events taking place in the Bison Youth Sports Complex not covered by this Agreement. USER shall conduct its activities so as not to interfere with other events.

**12. Parking Facilities.** The Provider shall make the existing parking facilities at the Bison Youth Sports Complex available for the vehicular traffic and parking necessitated by USER's use of the Bison Youth Sports Complex, on a non-exclusive basis. The Provider does not represent to USER that sufficient parking will be available for USER's needs.

**13. Violations.** If at any time USER is in violation of this Agreement, USER shall either cease and desist from continuing such violation or shall surrender the Bison Youth Sports Complex forthwith upon demand of the Provider and remove itself and its invitees from the Bison Youth Sports Complex.

**14. Release/Indemnification.** USER shall release and hold harmless Nebraska Sports Complex, LLC, a Nebraska limited liability company, the affiliates of Nebraska Sports, Bison, Inc., a Nebraska corporation and its affiliates, and Lincoln Cornhuskers, Inc., a Nebraska nonprofit corporation, d/b/a Cornhusker Shooting Stars, and the respective directors, officers, members, managers, representatives, agents, volunteers and employees of the same and their respective affiliates (hereinafter collectively "Releases") from any and all liability for negligence or any other claim judgment, loss, liability, cost and expenses (including, without limitations, attorney's fees and costs) arising out of or connected with this Agreement or USER's use of the Bison Sports Complex, including any claim arising out of or connected with any illness or injury (minimal, serious, catastrophic and/or death) that may be incurred or sustained by any person during USER's use of the Bison Sports Complex, all activities associated with USER's use of the Bison Sports Complex and while person's are traveling to and from the Bison Sports Complex. USER further expressly agrees to indemnify and hold harmless Releases and Releases' heirs, successors, assigns, executors and administrators against loss from any further claims, demands or actions that may be brought by any person or entity on the account of damages of any character resulting in any way from the foregoing activities. USER further agrees to reimburse and to make good to Releases any loss, or costs Releases may have to pay as a result of any such action, claim, or demand.

**15. Insurance.** USER shall obtain at its own cost liability insurance to cover USER's use of the Bison Youth Sports Complex for its scheduled function in the sum of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each person injured or killed and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence for the injury or death of one or more persons, and property damage insurance in the sum of not less than TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) for each occurrence, and naming the Provider as an additional insured there under. USER shall, at the time execution of this Agreement, furnish the Provider with a copy of said insurance policy or a certification that such insurance has been issued.

**16. No Assignment.** USER shall not assign or transfer any of its rights under this Agreement without the prior written consent of the Provider. USER herein is an independent contractor and not the agent or employee of the Provider.

**17. Smoking, Gum and Alcohol Restrictions.** Smoking is not permitted indoors or in immediate proximity of entries in the Bison Youth Sports Complex and consumption of alcoholic beverages is prohibited on the Bison Youth Sports Complex grounds without prior permission. Chewing of gum or tobacco is not permitted indoors in the Bison Youth Sports Complex.

**18. Right to Enter.** In permitting the use of the Bison Youth Sports Complex described herein, the Provider does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all laws, rules and regulations applicable thereto. All portions of the Bison Youth Sports Complex will at all times be under the charge and control of the Provider. The Provider's agent or other authorized representatives of the Provider may enter upon the Facility at all times to make inspections to ensure compliance with this Agreement.

**19. Appearance Agreement.** USER understands that the Provider from time to time produces promotional material relating to its events. USER understands that as participant and/or a spectator at the Bison Youth Sports Complex that USER and all of its invitees may be included in videotapes or photographs taken at the Bison Youth Sports Complex. Therefore, without reservation or limitations, USER hereby assigns, transfers and grants to the Provider, its successors, assignees, licensees, sponsors, any television networks, and all other commercial exhibitors the exclusive right to photograph and/or videotape myself and to utilize such videotapes and photographs and my name, face likeness, voice and appearance at the Bison Youth Sports Complex, in advertising and promoting the Bison Youth Sports Complex or in advertising and promoting the USER's event and similar future events. I further understand that neither the Provider nor any third party is under any obligation to exercise any of the foregoing rights, licenses and privileges. Provider may restrict participants and spectators from bringing in cameras, video records and other video or audio recording devices of any kind into the Bison Youth Sports Complex.

**20. Force Majeure.** If performance of any obligation of either party hereunder is prevented or rendered infeasible by act of God, regulation of any public authority, civil disturbance, strike, epidemic, interruption of transportation services, war conditions or emergencies, or other similar or dissimilar causes beyond the control of the obligated party, it is understood and agreed that there shall be no claim for damages against the obligated party for failure to perform the obligations that were so prevented or infeasible.

**21. Notice.** Any notice to be delivered under this Agreement shall be deemed received on the third day after being sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to USER at the address indicated in the Application or to Provider at 901 Oak Street, Lincoln, NE 68521.

**22. Entirety and Amendment.** This Agreement, along with the Application, embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, relating to the subject matter hereof. All proposals, negotiations, notices, and representations concerning matters covered by this Agreement are merged in this instrument and no amendment or modification hereof shall be valid evidenced in writing and signed by authorized representatives of Provider and USER.

**23. Liability Release and Waiver.** USER understands and agrees that no person shall be entitled to utilize the Bison Youth Sports Complex except as a spectator unless each such person, and such persons' parents and/or guardians if such person is a minor, fully executes the Provider's Liability Release and Waiver and delivers such fully executed Liability Release and Waiver to the Provider prior to entering the Bison Youth Sports Complex.