

## **ADVERSITY TRAINING CENTER USAGE POLICY**

Adversity-Wisconsin Volleyball Club, a limited liability company, makes their facility (Adversity Training Center/ATC) available to groups, organizations, or individuals for meetings, training, tournaments, or other events, whenever possible.

### **General Guidelines and Requirements:**

1. For purposes of this policy, any reference to facilities includes reference to any property of the volleyball club & training center, including furniture and equipment.
2. Every group, organization, or individual is required to abide by all ATC guidelines, requirements, opening and closing procedures and other restrictions regarding usage of the facilities.
3. Users of the facilities agree to use utmost care in the use of the facilities and agree to leave the facilities in good, clean condition.
4. All requests for usage of the facilities are subject to approval by Dave or Shari Pauers.
5. Each outside group or organization or persons are required to complete and deliver to ATC or the West Bend Office a signed agreement and certificate of insurance as required by the agreement.
6. ATC reserves the right to schedule other activities and events in other parts of the facility.
7. Each group, organization or individual issued a key to the facilities shall return on or before the date agreed upon by renter and rentee.

### **Insurance:**

Each outside group or organization must furnish to Enter Adversity Volleyball Club a certificate of comprehensive general liability insurance coverage naming Adversity Volleyball Club L.L.C. as an additional insured.

If the outside group, organization or individual is running a USAV sanctioned event, it is the renters responsibility to ensure that all participants, including themselves are ACTIVE Badger Region/USAV members.

If a group, organization or individual renter does not have insurance and/or is not covered by USAV, they will assume the coverage of Adversity Volleyball Club L.L.C and all participants must sign a waiver of release and liability prior to participation in any event or any facilities.

### **General User Responsibility:**

#### **Additional Requirements and Restrictions**

1. Those using Adversity Training Center facilities agree to release, protect, defend, indemnify and hold harmless Adversity Volleyball Club and its trustees, officers, employees, members and other representatives from and against any and all claims, liabilities, losses, damages, actions, costs and expenses directly or indirectly arising out of their use of any Adversity Training Center facilities.
2. In the event of damage to the facilities, those using any facilities shall accept the amount of repair and replacement costs as estimated, or otherwise determined, by the

owners or their designee and shall pay for such repair and replacement costs upon demand.

3. For children and youth events, the applicable group, organization or individuals must provide adequate adult supervision for all usage.
4. The transfer or passing on by any group, organization or individual of permission to use ATC facilities to any other persons or organizations is strictly prohibited.
5. Those using the facilities must confine themselves to the areas provided for in their Facilities Usage Agreement and will not exceed the capacity limits of requested facility areas.
6. Users may not take tables and/or chairs, and/or other items, from other rooms and/or areas of the facilities.
7. The possession, consumption or distribution of tobacco products, alcoholic beverages or drugs is strictly prohibited on Adversity Training Centers' premises.
8. The possession of fireworks, ammunition, firearms, or other weapons or any item or material which by commonly accepted practices and principles would be a hazard or harmful to other persons is strictly prohibited on Adversity Training Centers' premises.
9. Any action considered to be an offense under Federal, State or local law ordinances, conduct which is inappropriate as determined by comparison to normally accepted behavior, and physical or verbal intimidation of any individual is strictly prohibited on Adversity Training Centers' premises.
10. No group, organization or individual (whether or not an Adversity Volleyball Club member is affiliated with such) shall use any Adversity Training Center facilities in any manner or for any purpose that is in conflict with or contradicts the vision or philosophy of Adversity Wisconsin.

This policy is applicable to use of the Adversity Training Center facilities by an groups or organizations (including individuals). It is by no means intended to cover every facet of use of the facilities. This policy supersedes all prior oral or written statements regarding the specific subject matter hereof. No Adversity Training Center or Volleyball Club representative has any authority to waive or enter into any agreement or arrangement contrary to the guidelines, requirements, or restrictions and other provision of this policy or any Facilities Usage Agreement without the express written approval.

Adversity Training Center (ATC)

**FACILITIES USAGE AGREEMENT**

Name of Group/Organization/Individual \_\_\_\_\_

Address \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Contact Person \_\_\_\_\_

Email Address \_\_\_\_\_

Date(s) and time(s) of event(s) \_\_\_\_\_

**CIRCLE ONE**    As Per Contract    To Schedule as Needed    Other (list above)

Nature of meeting or other event \_\_\_\_\_

Room(s) being reserved \_\_\_\_\_

Facility Usage Fee \_\_\_\_\_

**CIRCLE ONE**    As Per Contract    \$40/hr/ct Main Gym    \$25/hr/ct Mini Court    Other (list above)

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The above named group or organization (1) acknowledges receipt, from Adversity Wisconsin, of Facilities Usage Policy, and has read and fully understands all guidelines, requirements, restrictions and other provisions set forth in such Facilities Usage Policy, which are incorporated herein by reference, (2) requests usage of Adversity Training Centers' facilities as indicated above and (3) accepts, agrees to, and will in all respects fully and timely comply with Adversity Training Centers' Usage Policy in connection with such usage, including all guidelines, requirements, restrictions and other provisions set for in such Facilities Usage Policy, and such additional requirements and restrictions may be communicated on behalf of Adversity Wisconsin VBC to the above-named group or organization to or in the course of such usage.

Date \_\_\_\_\_ Signature \_\_\_\_\_

*Expires 1 year from this date*

Key Issued    YES    NO    Print Name \_\_\_\_\_

Key to be returned by \_\_\_\_\_

Title \_\_\_\_\_

*Authorized Representative*