

## ASTRO LANES USE AGREEMENT

This Agreement is made by and between the Board of Education of the Wapakoneta City School District, 1102 Gardenia Drive, Wapakoneta, OH 45895 (“USER”) and the Astro Lanes, 1113 Apollo Drive, Wapakoneta, OH 45895 (“AL”) concerning the use of the following facilities on the dates and time specified below. This Agreement is effective as of the last signatory date below.

**FACILITIES:** Astro Lanes and all permanent equipment and real property attached thereto.

**SEASONS:** Women’s Winter Season (November-March)  
Men’s Winter Season (November-March)

**WHEREFORE,** USER and AL hereby agree to the following terms and conditions:

1. USER has agreed to pay a \$1500 cost per team per year (up to \$6000 total; \$1500 for each boys team (JV & Varsity), \$1500 for each girls team (JV and Varsity)). AL will provide USER with an invoice between November 1<sup>st</sup> and December 1<sup>st</sup> each year of the agreement, which will be valid in 2021-22, 2022-23, and 2023-24 seasons. Invoice shall be paid by USER within 30 days of receipt.
2. AL has priority on use of FACILITIES throughout the term of this agreement. On or before October 1<sup>st</sup> each year, USER will provide AL with requested times for use of FACILITIES each year from November 1<sup>st</sup> through March 5<sup>th</sup> (or the end of the bowling season, whichever occurs later). USER agrees that all matches will be scheduled in accordance with all AL events and AL also agrees that any bowling lanes event/league will be avoided on agreed upon match days. AL will work with USER to try to accommodate requested times, but it is understood that AL has sole and exclusive decision-making authority as to the times granted to USER for use of FACILITIES.
3. USER will have access to the FACILITIES Monday through Saturday for practices from November 1<sup>st</sup> (or when OHSAA determines the first day of practice may commence) through March 5<sup>th</sup> (or the end of USER’S bowling seasons, whichever occurs later). Times of practices or other uses of the FACILITIES may vary in consideration of the following factors: when school in session, bowling leagues at the lanes, or any other special events by either party. It is understood that the USER may not have access to the FACILITIES each day of every week as FACILITIES may have other commitments.
4. USER will give AL details regarding its desired use of FACILITIES, including, but not limited to, access (e.g. parking, keys, storage, etc.) requested for the SEASONS on or before October 1<sup>st</sup>. AL will use reasonable efforts to accommodate such requests, and will work with USER to schedule alternative use of the FACILITIES if such requests cannot be accommodated.
5. USER agrees to keep the AL facilities clean and respect the rules and regulations of AL at all times. USER will reimburse AL for any and all damage caused to

FACILITIES by USER. This includes, but is not limited to, damage to the facilities and/or equipment.

6. USER assumes all responsibility and liability for individuals, including minors, utilizing FACILITIES under this Agreement and, to the extent permitted by law, hereby agrees to defend, indemnify and hold AL harmless from any and all loss, damage or injury to any person or property arising from use of FACILITIES under this Agreement.
7. USER hereby guarantees that all individuals (including minors) and FACILITIES will be covered under USER's current insurance policy in the sum of not less than One Million and 00/100 Dollars (\$1,000,000) personal liability insurance and property damage insurance in the amount of not less than One Million and 00/100 Dollars (\$1,000,000) for all individuals and uses under this Agreement. USER will provide AL with proof of such insurance at the time of entering into this Agreement.
8. The parties agree that USER, its agents and employees, are not agents or employees of AL, and AL, its agents and employees, are not agents or employees of USER. USER will be solely responsible for workers' compensation coverage of its employees.
9. USER will ensure that a school board approved coach will be present to provide adequate supervision of all activities conducted at FACILITIES under this Agreement.
10. USER will comply with all applicable state laws and AL regulations.
11. This Agreement shall have a term commencing on the effective date as specified above and ending on March 31, 2024. Notwithstanding the foregoing, USER may elect to terminate this agreement early by providing at least 30 days written notice to AL of such termination. Upon termination, the obligations of the parties to each other shall cease.
12. USER and AL agree that any and all prior agreements between them are hereby declared null and void as of the effective date of this Agreement.

**USER:**

**Astro Lanes:**

Agreed By: Bradley R. Rex  
Name: Bradley R. Rex  
Athletic Administrator  
Date: 10/28/21  
Date: 10/26/21  
Title: Athletic Administrator

By: [Signature]  
Name: BRIAN Van Meter  
Date: 9/9/2021  
Title: owner