

B.E.S.T. SPORTS CENTER & ANNEX

COURT RENTAL AGREEMENT

Facility Rules • Renter Responsibilities • Terms & Conditions

This Court Rental Agreement ("Agreement") governs rentals of the B.E.S.T. Sports Center and/or B.E.S.T. Annex operated by Beginners Edge Sports Training, LLC ("B.E.S.T.").

These policies are designed to protect our facility, renters, participants, guests, employees, and customers while allowing B.E.S.T. to safely accommodate consecutive and back-to-back rentals.

IMPORTANT — RENTER RESPONSIBILITY

The person or organization making the reservation ("Renter") is financially responsible for the conduct and actions of **all individuals** associated with the rental, including coaches, players, parents, spectators, children, siblings, guests, invitees, employees, volunteers, and representatives of the Renter.

The Renter is responsible for communicating and enforcing this Agreement with everyone associated with the rental and is financially responsible for applicable additional court time, fines, cleaning charges, damage, repair or replacement costs, unauthorized equipment use, and other charges caused by or resulting from anyone associated with the rental.

A violation or damage caused by another person does not relieve the Renter of responsibility under this Agreement.

1. Reservations & Payment

- Reservation Payments must be made fully at the time of booking.
- No reservation will be held or confirmed without full payment.
- Court rentals require a minimum reservation of one (1) hour.
- The Renter must provide and maintain a valid payment method as required by B.E.S.T..
- Reservations provide access only to the specific court, facility area, date, and time reserved.
- Rental of a court includes reasonable use of the lobby as a courtesy waiting area for the Renter’s parents, spectators, participants, and guests. Lobby access is conditioned upon proper use, cleanliness, supervision, and compliance with all terms of this Agreement. B.E.S.T. reserves the right to restrict or revoke lobby access if the lobby is misused, left excessively dirty or damaged, equipment or furnishings are moved or improperly used, children are not properly supervised, or any provision of this Agreement is violated.
- Court rental does not include recreational use of the lobby, lobby games or machines, other courts, equipment, offices, storage areas, restricted areas, or any other portion of the facility unless specifically authorized by B.E.S.T.

2. Refunds & Cancellations

All reservations are non-refundable unless B.E.S.T. is unable to accommodate the reservation.

Cancellation Notice by Customer	B.E.S.T. Account Credit (not refund)
72+ hours before reservation	95%
48–72 hours before reservation	50%
Less than 48 hours	No Credit

All credits are issued to the Renter’s B.E.S.T. account and are not cash refunds.

Please Note: B.E.S.T. reserves the right to cancel, reschedule, or modify reservations when needed for maintenance, facility needs, other events, or similar operational reasons. Should this happen a refund will be issued for the allotted time scheduled. B.E.S.T. will do everything in its power to provide as much advanced notice as possible.

3. Rental Time

YOUR RENTAL TIME IS YOUR RENTAL TIME

A reservation provides court use only during the exact time reserved. Participants may not use the court before the scheduled start time and must be off the court when the scheduled rental time ends.

There is **no complimentary court time** for:

- Shooting around or warming up
- Finishing a game, drill, or practice
- Team meetings
- Photographs
- Conversations with players or parents
- Gathering equipment
- Hanging out before or after a rental

If additional court time is needed, additional court time must be reserved and paid for in advance in increments of 30 minutes.

When rentals are scheduled back-to-back, the previous Renter has the right to use the court through the end of its reservation. The next group must remain off the court until its reservation begins.

4. Arrival & Court Access

Participants should: enter the **facility/lobby (Suite 104)** no more than five (5) minutes before their scheduled rental time.

1. All Participants **MUST** wait in the lobby for their coach.
2. NOT play ball, bounce the balls, pass the balls when in the lobby.
3. Enter the court **with their coach** at the scheduled rental time.
4. **Never** enter the gym/court without the coach.
5. Remain only in areas designated for their rental.

A parent or spectator is not considered the coach for purposes of court access.

The designated Renter/**Coach** may access the court up to five (5) minutes before the scheduled start time when necessary for setup and when there is no prior renter; however, participants may not enter, warm up, shoot around, or otherwise use the court before the reservation begins.

5. End of Rental & Departure

At the scheduled end of the rental:

- All play must stop.
- All players and participants must leave the court.
- Balls and personal equipment/affects must be removed.
 - B.E.S.T. is not held responsible for personal belongings left behind and B.E.S.T. is not responsible for lost or stolen property so please make sure all your groups belongings leave with you at the end of your rental period.
- The Coach must ensure the court is clean of all debris
- Authorized B.E.S.T. property must be accounted for and returned to its proper location.
- Team meetings and conversations must be moved to the lobby or outside.
- Participants **must leave the facility/lobby within five (5) minutes** following the rental.

The end of the reservation is the time the group must be off the court — not the time the group begins ending practice.

6. Unauthorized, Early or Late Court Use or misuse

Any use of the court outside the Renter's scheduled reservation constitutes unauthorized court use. This includes entering or using the court before the reservation begins or remaining on/using the court after the reservation ends.

Unauthorized court use is subject to a minimum \$60 charge per 15-minute occurrence. Occurrence is defined as

1) before rental time

2) after rental time

Each of these is an occurrence.

B.E.S.T. may also charge for additional court time actually used and any losses or additional expenses caused by the unauthorized use, to the extent permitted under this Agreement and applicable law.

If an area is marked DO NOT ENTER, no person associated with the rental may enter that area unless specifically authorized by B.E.S.T. personnel.

- Repeated unauthorized court use may result in suspension or permanent termination of rental privileges.
Moving or removing barriers, ropes, tape, cones, or signs
- Stepping over, going around, or otherwise circumventing a barrier
- Entering any area marked DO NOT ENTER, STAFF ONLY, CLOSED, RESTRICTED, or similar designation

7. Lobby Rules

THE LOBBY IS A WAITING AREA — NOT PART OF YOUR COURT RENTAL

The lobby is provided as **a courtesy waiting area** for parents and spectators. It is not an additional recreation, practice, or play area for players, parents or siblings and is not included as part of the court rental.

The following are NOT permitted in the lobby:

- Basketball, soccer, football, or other ball play
- Bouncing, throwing, kicking, or rolling balls
- Running, chasing, wrestling, or horseplay
- Practicing or warming up
- Using arcade games, lobby games, machines, or equipment without authorization
- Climbing, sitting, or standing on games, machines, counters, or equipment
- Moving furniture, stools, games, machines, or equipment
- Leaving children or siblings unsupervised
- Entering another court, gym, office, storage area, employee area, or restricted area

7a. Additional Facility Rules & Prohibited Items

For the safety of all guests and the protection of the B.E.S.T. facility, the following are **strictly prohibited unless expressly approved in writing by B.E.S.T. management**:

- Smoking or vaping of any kind
- Alcohol, illegal drugs, marijuana, or other controlled substances
- Firearms, weapons, or dangerous items of any kind
- Animals or pets, except legally permitted service animals
- Outside food or beverages not previously approved
- Decorations not previously approved by B.E.S.T.
- Glitter, confetti, silly string, or similar materials
- Tape, nails, screws, staples, command strips, adhesives, or anything else attached to walls, floors, doors, equipment, or other facility surfaces without prior approval

Violation of these rules constitutes a material breach of the Rental Agreement. B.E.S.T. reserves the right, at its sole discretion, to immediately terminate the rental, require the renter and all guests to vacate the premises, and revoke future facility privileges without refund. The renter is responsible for any additional cleaning, repair, replacement, or other costs resulting from the violation.

8. Parents, Spectators, Children & Siblings

- The lobby is the designated waiting area for parents and spectators. B.E.S.T. does not have court-side or spectator seating.
- Parents and spectators may use available lobby seating. If seating is unavailable, spectators may be required to stand.
- **The Renter must be at least 21 years old and onsite at all times whenever participants under 18 are present.**
- All children under 18 must be supervised and accompanied by an adult over 21 at all times. Children may never be left unsupervised anywhere in the facility.
- Siblings and children who are not participating remain the responsibility of their parent or guardian.
The Renter remains responsible for ensuring compliance with these rules by all individuals associated with the rental.

9. Facility Equipment, Games & Machines

UNLESS SPECIFICALLY AUTHORIZED, ALL B.E.S.T. EQUIPMENT, GAMES & MACHINES ARE OFF LIMITS

This includes, but is not limited to:

- Shooting machines
- Arcade and lobby games
- Exercise equipment
- Sports and training equipment
- Equipment located on another court
- Equipment located elsewhere in the facility

No person associated with a rental may:

- Turn on or manually operate equipment
- Plug in or unplug equipment
- Move or relocate equipment in order to access plugs
- Climb, sit, or stand on equipment
- Allow children to play on equipment
- Use equipment without authorization

Available equipment may be rented separately upon request and subject to availability. Renters should bring their own balls and equipment unless equipment use has been arranged in advance.

Unauthorized use of B.E.S.T. equipment is subject to a \$100 charge per occurrence.

10. Rosters & Waivers

The Renter/Coach is responsible for ensuring that all required participant waivers are completed before participation.

B.E.S.T. may prohibit any individual from participating or entering the court if a required waiver has not been completed and may verify waiver completion at any time.

The Renter/Coach may also be required to provide a roster containing the names of coaches and participants.

11. Restricted Areas & Other Courts

A rental provides access only to areas specifically designated for that rental.

Guests may not use another court, gym, office, storage area, employee area, equipment area, or other portion of the facility simply because it appears unused.

Guests may not play in another gym or on another court while a rental is occurring.

TRESPASSING INTO OR USING OTHER PORTIONS OF THE FACILITY IS EXPRESSLY PROHIBITED.

Barriers, signs, ropes, station tape, cones, doors, or other methods used to restrict access may not be moved, removed, bypassed, or disregarded.

12. Court Rules

Permitted activities include basketball, volleyball, exercise activities, and pickleball when appropriate for the rented space.

Activities that may damage floors, walls, ceilings, lights, equipment, or other property are prohibited. Unless expressly approved by management, prohibited activities include roller skating, MMA, hardball sports, and other activities likely to damage the facility.

- Athletic, non-marking court shoes are required.
- Non-traditional gymnasium equipment requires prior approval.
- No dunking or hanging on basketball rims.
- Hoops may be adjusted to an appropriate playing height but may not be lowered for dunking or hanging on the rim.
- No food or beverages on the court except water in non-glass, resealable containers.
- No spitting.
- No profanity, suggestive language, threatening behavior, fighting, or aggressive conduct.
- Unsafe, inappropriate, destructive, or disruptive behavior is prohibited.

B.E.S.T. personnel may immediately remove anyone exhibiting unsafe, inappropriate, destructive, or disruptive behavior.

13. Cleanliness

The Renter must leave the court and any permitted waiting areas in the condition in which they were found.

- Removing trash and personal belongings
- Cleaning food or drink spills
- Returning authorized equipment
- Returning permitted furniture to its proper location
- Ensuring the court and permitted areas are clean before departure

Excessive cleaning is subject to a minimum \$75 cleaning charge.

14. Damage & Misuse

THE RENTER IS FINANCIALLY RESPONSIBLE FOR DAMAGE OR MISUSE CAUSED BY ANYONE ASSOCIATED WITH THE RENTAL

This includes damage caused by coaches, players, parents, spectators, children, siblings, guests, invitees, employees, or volunteers.

Damage, vandalism, or misuse must be reported to B.E.S.T. as soon as reasonably possible and no later than twelve (12) hours after the occurrence.

The Renter is responsible for the actual reasonable cost to repair damaged property or replace damaged property with property of equal or greater value when repair is not reasonably possible.

B.E.S.T. may assess an administrative charge equal to 25% of the repair/replacement cost to cover administrative time, investigation, coordination, and related expenses.

Failure to timely disclose known damage may result in an additional \$100 failure-to-report charge, in addition to repair/replacement costs and other applicable charges.

Where appropriate, repairs must be performed by qualified, licensed, insured, and bonded tradespersons approved by B.E.S.T.

15. Facility Violation & Damage Fee Schedule

Violation	Charge
Unauthorized early/late court use	\$60 minimum per (upto) 15 minute occurrence
Unauthorized equipment/game/machine use	\$100 per rental date occurrence
Moving equipment, machines, furniture, barriers, or restricted-area signage without authorization	\$100 per rental date occurrence
Entering a designated DO NOT ENTER/restricted area	\$100 per rental date occurrence
Excessive cleaning (Just clean up after yourselves)	\$75 minimum
Facility or equipment damage	Actual repair/replacement cost + proposed 25% administrative charge
Failure to timely report known damage	Additional \$100
Failure to follow approved off-hours lock-up procedures	\$100
Serious or repeated policy violations	Suspension or termination of rental privileges

Multiple violations during the same reservation may result in separate charges.

Payment of a fee does not provide permission to violate a rule and does not prevent B.E.S.T. from terminating a rental or future rental privileges.

16. Payment Method & Authorization to Charge

By entering into this Agreement, the Renter authorizes B.E.S.T., to the extent permitted by applicable law and payment-processing requirements, to charge the payment method maintained for the reservation for amounts properly due under this

Agreement, including:

- Unauthorized rental time
- Early or late court use
- Cleaning charges
- Unauthorized equipment use
- Facility-rule violation charges
- Damage
- Repair or replacement costs
- Other charges expressly authorized under this Agreement

B.E.S.T. will maintain documentation reasonably supporting charges assessed under this Agreement.

17. Security Cameras & Documentation

The Renter understands that B.E.S.T. may utilize security cameras and video surveillance in common and permitted areas for security, safety, property protection, operational, and rule-enforcement purposes.

B.E.S.T. may review available footage when investigating unauthorized court use, facility damage, equipment misuse, restricted-area access, safety incidents, cleaning issues, disputes regarding rental times, or other alleged violations of this Agreement.

18. Off-Hours Rentals

Some rentals may occur when no B.E.S.T. employee is onsite. For approved off-hours rentals, the Renter must comply with all entry, security, lighting, air-conditioning, exit, and lock-up procedures provided by B.E.S.T.

- Lights are turned off as instructed.
- Air conditioning is operated/shut down as instructed. (Gym AC is controlled by BEST)
- Doors are properly secured.
- All participants and guests have left.
- No unauthorized individual remains inside.

Failure to comply with required lock-up procedures is subject to a \$100 charge and may result in termination of off-hours rental privileges.

19. Termination of Rental Privileges

B.E.S.T. reserves the right to immediately terminate a rental or prohibit future rentals for violations including, but not limited to:

- Failure to leave the court on time
- Repeated early court entry
- Unauthorized equipment use
- Damage or vandalism
- Failure to supervise children
- Entering restricted areas
- Disregarding barriers or signage
- Unsafe behavior
- Aggressive or abusive conduct
- Repeated failure to comply with facility rules

Payment of a violation fee does not guarantee continued rental privileges.

B.E.S.T. may refuse future rentals when B.E.S.T. reasonably determines that a Renter or individuals associated with the Renter present an unacceptable risk to the facility, customers, employees, or property, subject to applicable law.

20. Assumption of Risk, Release & Indemnification

The Renter acknowledges that athletic and recreational activities involve inherent and other risks of injury, including serious injury.

The Renter acknowledges and agrees to the B.E.S.T. Liability Waiver Form, Participant Agreement, Release and Acknowledgment of Risk, and General Release of Liability applicable to the rental and participants.

The Renter is responsible for ensuring required releases and waivers are completed by participants and/or their parents or legal guardians.

The existing B.E.S.T. Liability Waiver, Participant Agreement, Release and Acknowledgment of Risk, General Release of Liability, and applicable General Policies are incorporated into this Agreement by reference.

21. Damage, Indemnification & Insurance

The Renter acknowledges responsibility for appropriate use of the facility and authorized equipment by all individuals associated with the rental and agrees to be financially responsible for damage as provided in this Agreement.

The Renter acknowledges the insurance, assumption-of-risk, release, defense, indemnification, and hold-harmless provisions contained within B.E.S.T.'s Liability Waiver and Participant Agreement.

22. Medical Assistance & Likeness

The existing B.E.S.T. waiver contains provisions regarding consent to emergency medical assistance and use of photographs, video, or likeness.

23. Attorneys' Fees, Governing Law & Venue

The parties' rights and obligations under this Agreement shall be governed by the laws of the State of Arizona. Venue for disputes shall be in Maricopa County, Arizona, unless otherwise required by applicable law.

The existing B.E.S.T. agreement provides for recovery of reasonable attorneys' fees and court costs by the prevailing party and under certain enforcement circumstances.

24. General Policies

The Renter acknowledges that B.E.S.T. maintains additional General Policies and is responsible for reviewing and complying with all applicable policies.

25. Entire Agreement, Severability & Changes

This Agreement, together with incorporated waivers, releases, policies, and any written rental-specific addenda, constitutes the agreement governing the rental.

If any provision is determined to be invalid or unenforceable, the remaining provisions will continue in effect to the maximum extent permitted by law.

B.E.S.T. may revise its policies, rules, pricing, and fees prospectively. Changes applicable to an existing reservation will be governed by the version of the Agreement and applicable policies in effect for that reservation, except where otherwise agreed or required by law.

26. Facility Access Code & Responsibility

The Renter will receive an **access code specific to their group and directly linked to this Rental Agreement**. This code **must not be shared with another group**.

If the code is shared with another individual associated with your group, **the Renter remains fully responsible for that individual and anyone they allow into the facility**, including compliance with all terms of this Agreement.

Sharing the code **does not transfer responsibility**. If another person or group is to assume responsibility for a rental, they must complete and sign their **own B.E.S.T. Court Rental Agreement** and receive their own access code.

B.E.S.T. may deactivate any access code that is shared, misused, or used in violation of this Agreement.

RENTER ACKNOWLEDGMENT

Please read carefully before signing

By signing below and/or completing a reservation where electronic acceptance of this Agreement is required, I acknowledge and agree that:

- I have read and understand this Court Rental Agreement.
- I understand the rental-time and facility-access restrictions.
- I understand that the lobby is a courtesy waiting area and is not additional recreational or rental space.
- I understand that games, machines, and B.E.S.T. equipment are off-limits unless specifically authorized.
- I understand that restricted areas and areas marked DO NOT ENTER are completely off-limits.
- I understand that children must be supervised at all times.
- I am responsible for communicating these requirements to everyone associated with my rental.
- I accept financial responsibility for the actions of my coaches, players, parents, spectators, children, siblings, guests, invitees, employees, volunteers, and other individuals associated with my rental.
- I understand that I may be financially responsible for unauthorized time, cleaning, misuse, damage, repair/replacement costs, and other charges authorized under this Agreement.
- I understand that serious or repeated violations may result in termination of my current rental and/or future rental privileges.
- I acknowledge that I have had an opportunity to review this Agreement before completing my reservation.

Renter Information

Organization/Team: _____

Responsible Renter/Coach: _____

Address: _____

Phone: _____

Email: _____

Acceptance & Signature

I certify that I am authorized to enter into this Agreement individually and/or on behalf of the organization identified above.

Renter Signature: _____

Printed Name: _____

Date: _____