

PIAA CONTEST(S) SITE LEASE AGREEMENT

THIS CONTEST(S) SITE LEASE AGREEMENT ("Agreement") is entered into this _____ day of _____, 20____, between the Pennsylvania Interscholastic Athletic Association, Inc. ("PIAA"), and _____ ("OWNER").

WHEREAS, OWNER is the owner of athletic facilities, including competition surface, locker rooms, parking lot(s), and related facilities, located in or at _____, which facilities can be used for interscholastic athletic competition (the "Premises") in the sport of _____; and

WHEREAS, PIAA desires to utilize the Premises for one or more interscholastic athletic competitions ("Contest(s)") between PIAA member schools in the sport of _____ to be played on _____, 20____; and

WHEREAS, OWNER desires to lease the Premises to PIAA for this limited purpose.

NOW, THEREFORE, in consideration of the foregoing, PIAA and OWNER hereby agree as follows:

I. GENERAL TERMS

OWNER hereby leases to PIAA the Premises for the use of PIAA to hold one or more interscholastic athletic Contests in the sport of _____ on _____, 20____.

II. TERM OF LEASE

A. PIAA is hereby leased, and shall have use of, the Premises beginning at _____ o'clock on _____, 20____, and ending one hour following the completion of the last Contest. PIAA may also have access to the Premises at other reasonable times in advance of the beginning of the term of this Lease, but it shall secure permission from OWNER to obtain access.

B. Doors and/or gates to the Contest(s) will be opened by OWNER no less than one hour before the scheduled commencement time of the Contest(s).

III. RENTAL CHARGES AND SERVICES

A. In consideration of the Lease herein given, PIAA agrees to pay to OWNER in full payment of rental charges and services including, but not limited to, utilities (including but not limited to heating, lighting, air conditioning, water, etc.), janitorial services, security services, maintenance services, ticket sellers, ticket takers, ushers, locker room attendants, and parking lot attendants, the sum of \$_____.

Please delineate the following charges (if applicable):

Site Rental.....	\$_____
Ambulance/EMT/Sports Medicine.....	_____
Police and/or Security	_____
Other Event Personnel.....	_____
Total (must equal sum in III-A above)...	\$_____

(A detailed list of rental charges and services, if available, may be attached in lieu of the above)

B. Rental charges and services shall be satisfied with OWNER either on-site or as soon as reasonably possible following the submission of the respective PIAA financial report to the applicable Game Manager.

IV. OBLIGATIONS

OWNER shall, at its cost, provide the following services for the term of the Lease: lighting, electricity, air-conditioning, heating, water, sewer rental, refuse collection, building, HVAC equipment, common area, security, landscape maintenance, and snow and ice removal.

OWNER shall be responsible for payment of any real estate taxes assessed against the Premises and the land upon which the Premises are situated. OWNER shall, at its cost, maintain (i) fire and casualty insurance coverage with all-risk endorsements with respect to the Premises in an amount equal to the replacement cost of the Premises, and (ii) public liability insurance coverage with an aggregate limit of not less than One Million Dollars (\$1,000,000.00) insuring against injury or death to persons occurring in or about the Building and against property damage.

PIAA shall not damage nor permanently alter the Premises nor attach permanent fixtures to the Premises without the written consent of OWNER.

OWNER shall, at its cost, be responsible for the provision of security for the Premises immediately before, during and immediately following the Contest(s).

Access by the media to the Contest(s) shall be governed by applicable PIAA Policies and Procedures in place at the time of the Contest(s).

PIAA shall establish ticket prices and shall restrict access to the Premises consistent with its Policies and Procedures.

V. MUTUAL INDEMNIFICATION/WAIVER OF SUBROGATION

A. Each party shall defend, indemnify and hold harmless the other, its officers, employees, agents, board members, affiliates, and insurers from any and all claims and liability for damage to property or injury to person or persons, firm or firms, corporation or corporations, including PIAA and OWNER, their invitees, agents, contractors, employees, assigns, or other persons, if due to the negligence or any act or omission on the part of the indemnifying party, or anyone in their control or employ.

B. Each party waives any and every claim which arises or may arise in its favor against the other during the term of this Lease or any extension or renewal thereof for any and all loss or damage covered by valid and collectible insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement with respect to any loss or damage of property of either party. Inasmuch as the waiver will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), each party is advised to give such of its insurance companies written notice of the terms of such waiver and to have insurance policies properly endorsed, if necessary.

VI. INSURANCE

PIAA shall secure and maintain, through the term of this Lease, Owners, Landlords and Tenants Liability Insurance coverage in the amount of One Million Dollars (\$1,000,000) for each person; Three Million Dollars (\$3,000,000) for each occurrence for Bodily Injury; and One Million Dollars (\$1,000,000) Property Damage. Upon OWNER's request, a Certificate of Insurance is to be furnished by PIAA showing OWNER as an Additional Named Insured.

VII. CONCESSIONS/MERCHANDISE

OWNER reserves all concessions and concession rights including, but not limited to, food, beverage, programs, and parking, if applicable. PIAA shall be permitted to sell PIAA-related clothing, apparel and products.

VIII. ANNOUNCEMENTS

OWNER is entitled to make such announcements as it may deem necessary at any time in the interest of public safety. PIAA shall cooperate and will cause its agents to cooperate with the delivery of such announcements for public safety including, but not limited to, announcements to require spectators to return to their seats. OWNER agrees to make such announcements as PIAA may deem appropriate to or in conjunction with the Contest(s).

IX. STAFFING

OWNER shall secure all necessary staffing including, but not limited to, ticket sellers, ticket takers, ushers, security, locker room attendants, and parking lot attendants, if applicable. OWNER shall determine the appropriate number of security and staff personnel necessary to properly serve and protect the public.

X. PUBLIC SAFETY

A. At all times, PIAA will conduct its activities with full regard to public safety and will observe and abide by all applicable regulations and requests by OWNER's security personnel and duly authorized governmental agencies responsible for the provision of public safety to assure such safety.

B. All portions of the sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways, and all ways of access to public areas of the Premises shall be kept unobstructed by PIAA and shall not be used for any purpose other than ingress and egress to and from the Premises by PIAA, unless prior written permission is obtained from OWNER.

XI. COMPLIANCE WITH LAWS AND REGULATIONS

A. Each party agrees to comply with all the laws, ordinances and regulations adopted or established by federal, state, or local governmental agencies or bodies and with all OWNER rules and regulations.

B. Each party agrees to comply with all requirements of the Americans With Disabilities Act as it pertains to the accommodations for all invitees, except those participating student-athletes who are otherwise bound by the relevant National Federation of State High School Associations (NFHS) rules book.

XII. POSSIBLE CONFLICTS WITH RFPs

To the extent that the terms of this Agreement are in conflict with the terms and conditions set forth in any Request for Proposal (RFP), or response thereto, pursuant to which PIAA awarded the right to host certain Contest(s) to OWNER, the terms of the RFP and response thereto shall control over the terms of this Agreement.

XIII. AUTHORIZED REPRESENTATIVE OF PIAA

Those persons duly authorized to sign this Agreement on behalf of PIAA are its Executive Director, or its Executive Director's designee, provided that the signatory for PIAA is neither the OWNER nor an agent or employee of the OWNER of the athletic facility to be leased. Questions regarding whether or not a person is authorized to sign this Agreement should be brought to the attention of the Executive Director of PIAA.

XIV. BINDING EFFECT

The parties intend to be legally bound and this Agreement shall extend to and bind themselves, their successors and assigns.

OWNER:

**PENNSYLVANIA INTERSCHOLASTIC
ATHLETIC ASSOCIATION, INC.:**

By _____

By _____

TITLE: _____

TITLE: _____