

**MASSACHUSETTS YOUTH SOCCER ASSOCIATION  
FIELD LICENSEE TERMS OF USE AGREEMENT**

**1. DEFINITIONS**

“(a) “License Agreement” means this application and these Terms of Use, together with any schedules, exhibits, documents, certificates and instruments attached hereto or referred to herein; (a) “License” means the license granted to Licensee hereunder as more particularly described and defined in Section 2; (a) “Licensee” means the applicant identified on the front hereof; (b) “MASS YOUTH” means Massachusetts Youth Soccer Association, Inc., its respective agents, employees, affiliates and assigns; (c) “License Period” means the dates and times described on the front hereof for the Licensed Use; (d) “License Fee” means the fees charged and to be charged to Licensee for the Licensed Use as described on the front hereof; (e) “Facility” means the fields and improvements thereon located at MASS YOUTH’s facility in Lancaster, Massachusetts, commonly known as “Progin Park”; (f) “Licensed Area” means that portion of the Facility to which the Licensed Use is granted hereby, as more particularly described on the front hereof; (g) “Licensed Use” means Licensee’s permitted use of the Facility as described on the front hereof; (h) “Common Areas” means the common areas of the Facility, including locations, entrances, walkways, pedestrian ramps and connectors, stairs, concourses, restrooms, lobbies, loading docks and vehicular ramps, and delivery or receiving areas; (i) “Tournament Security” means the trained, professional security personnel and services selected from MASS YOUTH’ register of eligible security services, the Town of Lancaster or other law enforcement personnel to work on-site during the License Period; (j) “ADA” means the Americans with Disabilities Act.

**2. LICENSE; AGREEMENT**

In consideration of the License Fee and other charges set forth herein, MASS YOUTH hereby grants to Licensee and Licensee accepts a revocable, non-personal and nontransferable license to use the Licensed Area and appropriate portions of the Common Areas during the License Period to organize and conduct the activities comprising the Licensed Use.

MASS YOUTH reserves the right to accept or refuse any application for use of the Facility in its sole discretion. MASS YOUTH reserves the right to interpret the License Agreement and to adopt further rules and regulations as may be deemed necessary by

it for the safe and successful use of the Facility, including the conditions, rules and regulations stated herein, without prior notice, all of which shall become effective immediately upon being posted on the MASS YOUTH website or otherwise provided to Licensee, upon which they are made a part of the License Agreement as though initially fully incorporated herein, and by Licensee’s use of the Facility it agrees to be bound thereby.

**3. FIELDS AND LICENSEE’S USE OF THE LICENSED AREA.**

3.1. Licensee acknowledges and agrees that, unless otherwise provided herein, MASS YOUTH maintains exclusive control over the Common Areas and that Licensee’s access to, and use of the Common Areas shall be non-exclusive. MASS YOUTH will coordinate, schedule and approve Licensee’s access to, and use of the Common Areas as required for the Licensed Use.

3.2. All assignments of fields comprising the Licensed Area are made by MASS YOUTH at its sole discretion and may be changed from time to time and at any time by MASS YOUTH. MASS YOUTH shall give Licensee as much advance notice of any field assignment changes affecting the Licensed Use as reasonably possible.

3.3. Licensee may request that up to five (5) of the fields comprising the Licensed Area be subdivided by the Licensee to schedule games as follows:

(a) Full fields shall be used for all games of 11v11. A maximum of one (1) 11v11 game shall be played on each full field at one time.

(b) Half fields shall be used for all games of 9v9 and 8v8. A maximum of two (2) 9v9 or 8v8 games shall be played on each half field at one time.

(c) Quarter fields shall be used for all games of 7v7 and below. A maximum of four (4) 7v7 games shall be played on each quarter field at one time.

(d) Licensee shall not be permitted to schedule or use any portion of the Licensed Area for a half-field game and either one (1) or two (2) quarter-field game(s) at the same time.

(e) Licensee shall notify MASS YOUTH of all its field subdivision requests no later than three (3) weeks prior to the start of the affected Licensed Use. MASS YOUTH shall use commercially reasonable efforts to accommodate Licensee’s field subdivision requests. The location of the subdivided fields shall be at the sole discretion of MASS YOUTH. In the event Licensee makes a request for additional

subdivided fields thereafter, MASS YOUTH shall be under no obligation to satisfy any such request.

(f) Licensee shall not be permitted to change the configuration or subdivision of any of the fields or to move any goals, benches or other field equipment at any time without the prior written approval of MASS YOUTH.

(g) There shall be no mixed use of any of the fields at the Facility.

3.4. Licensee shall schedule its games in continuous fashion. Any gap in scheduling for any of the Facility shall be at the sole discretion of MASS YOUTH and subject to the assessment of an additional License Fee.

3.5. Licensee shall submit to MASS YOUTH a written schedule detailing its Licensed Use no later than ten (10) days prior to commencement of the License Period.

#### **4. LICENSE FEE**

4.1. License Fee shall be paid when due as set forth on the front hereof. All payments shall be non-refundable except as otherwise expressly set forth in the License Agreement. Amounts not paid when due shall accrue interest at the rate of eighteen percent (18%) per annum until paid.

4.2. The License Fee does not include charges for additional services or other Facility space furnished by MASS YOUTH at Licensee's request. Unless otherwise provided herein, Licensee shall pay MASS YOUTH for all such additional services within thirty (30) days following its receipt of MASS YOUTH's invoice. By providing the information on a credit card authorization form provided by MASS YOUTH, Licensee authorizes MASS YOUTH to apply charges for such additional services or Facility space to Licensee's credit card account if payment is not received as required under this Section 4.2.

#### **5. LICENSED USE OPERATION.**

5.1. Licensee shall be responsible for all logistical aspects of utilizing the Licensed Area, except as otherwise noted herein.

5.2. Licensee shall be responsible for the hiring, supervision and payment of all on-site officials, including referees. All on-site officials shall be appropriately licensed by, and in good standing throughout the License Period with one or more applicable athletic governing bodies (e.g., USSF, NSCAA) acceptable to MASS YOUTH.

5.3. At all times during the License Period, Licensee shall, at its expense, provide professional and trained EMT's and other medical personnel, athletic trainers and other medical services, all as determined by MASS YOUTH in its discretion. Any and all EMT's,

trainers and other health professionals hired by Licensee to work at the Facility shall (i) be licensed and/or certified under the laws of the Commonwealth of Massachusetts and in good standing with all applicable regulatory authorities and professional entities, and (ii) adhere to all MASS YOUTH policies and procedures relating to the reporting of injuries and events to which they respond during the License Period. At least fourteen (14) days prior to the commencement of the License Period, Licensee shall provide MASS YOUTH with evidence that it has contracted with a medical service provider, which shall be approved by MASS YOUTH.

5.4. At all times during the License Period, Licensee shall, at its expense, provide for Tournament Security as requested by MASS YOUTH. Such Tournament Security shall be scheduled and deployed in accordance with MASS YOUTH's minimum requirements as determined from time to time by MASS YOUTH in its discretion. Any Tournament Security (excluding law enforcement personnel) required by MASS YOUTH shall be licensed in the Town of Lancaster and Commonwealth of Massachusetts. If Tournament Security is required by MASS YOUTH, at least fourteen (14) days prior to the commencement of the License Period, Licensee shall provide to MASS YOUTH for its approval: (i) the name and description of its Tournament Security, and (ii) a written security plan for the Licensed Area, which plan shall, at a minimum, describe the expected deployment of personnel, location of equipment, procedures, and points of entrance to and exit from the Licensed Area and the Facility. MASS YOUTH shall not be responsible for providing security for the Licensed Area. Licensee shall comply with all orders, directives and plans of the Town of Lancaster Police Department with regard to the deployment of police officers and other public safety personnel at the Tournament. MASS YOUTH may alter the security plan either prior to the commencement of the License Period in consultation with Licensee or at the direction of the Town of Lancaster Police Department, or otherwise at any time as circumstances require, including for the protection of persons and property. MASS YOUTH shall provide Licensee reasonable advance notice of any such alterations. Licensee shall be responsible for the rental and installation of any tents or other temporary structures or shelters it may require during the License Period. All tents and other structures shall be installed at locations and in such manner as is approved in advance by MASS YOUTH. All tents and other structures shall comply fully with all applicable bylaws, codes and ordinances.

5.5. MASS YOUTH shall provide golf carts for parking lot transport and for EMT's, trainers and health professionals. Licensee shall be responsible for the rental of any and all golf carts it may desire in addition to those provided by MASS YOUTH, which shall be approved in advance by MASS YOUTH. All additional golf carts shall comply fully with all applicable bylaws, codes and ordinances and otherwise be in good repair and safe working condition.

5.6. MASS YOUTH and/or its designated Service Providers shall, except as otherwise provided, have the exclusive right to provide food and beverage service and concessions services at the Facility. Licensee shall not be permitted to operate any concession, food or snack stand of any kind at the Facility or sell, resell, give away or repackage any of the above food and beverage or concessions services.

5.7. MASS YOUTH shall provide and assume the cost for all trash removal. The foregoing notwithstanding, Licensee shall be responsible for placing all trash, garbage and refuse into trash barrels and receptacles throughout the Tournament. MASS YOUTH may charge Licensee a fee for excess trash removal due to Licensee's or its invitees' failure to place all trash, garbage and refuse into trash barrels and receptacles.

5.8. MASS YOUTH shall provide support personnel for the purposes of field set-up, breakdown and parking.

5.9. MASS YOUTH shall provide the bathroom facilities located in the Facility pavilion building. MASS YOUTH shall also provide, through its approved Service Provider and at Licensee's sole cost and expense, such number of portable toilet facilities as MASS YOUTH determines are necessary based upon the Tournament plan.

## **6. HOTEL AND ACCOMODATION PROCEDURES AND CREDITS.**

6.1. The provisions of this Section 6 shall apply where the activities comprising the Licensed Use are a multi-day tournament format, or otherwise contemplated overnight accommodations for its participants. MASS YOUTH shall be entitled to receive all hotel and accommodation credits directly related to such Licensed Use. Licensee shall ensure that all hotel and accommodation bookings related directly to such Licensed Use are made through MASS YOUTH and/or its designated travel agency. Licensee shall, through all of its advertising and marketing materials clearly and unambiguously direct all players, teams, clubs and other participants involved in such Licensed Use to make all hotel and accommodation arrangements, bookings and

reservations through MASS YOUTH and/or its designated travel agency. Instructions and directions to teams involved in such Licensed Use to make their hotel and accommodation arrangements through MASS YOUTH and/or its designated travel agency shall be identical in nature to those instructions and directions made to other teams playing at other field facilities during the Licensed Period. Licensee shall use its best efforts to satisfy its obligations contained in this Section 6.1.

6.2. MASS YOUTH shall insure that any request for hotel and accommodations that are attempted through MASS YOUTH and/or its designated travel agency that are not directly related to such Licensed Use are redirected to Licensee. Licensee shall insure that any request for hotel and accommodations that are attempted through the Licensee that are directly related to such Licensed Use are redirected to MASS YOUTH and/or its designated travel agency.

## **7. RIGHT OF ENTRY; PUBLIC SAFETY.**

7.1. MASS YOUTH may enter the Licensed Area at any time to ensure the safe, secure and efficient operation of the Facility. MASS YOUTH shall give such prior notice of its intention to enter the Licensed Area as is reasonable under the circumstances. MASS YOUTH shall have the further right to refuse admission to, or remove any person from the Facility when necessary for such purposes and/or to protect persons or property. In addition, if MASS YOUTH, acting through its Executive Director or his/her onsite designee, declares that it is in the interest of public safety to: (i) amend, suspend or terminate the License Agreement; (ii) modify Licensee's use of the Licensed Area or the Facility; or (iii) order the evacuation of the Licensed Area and the Facility, then MASS YOUTH may take such action(s) without incurring any liability. If the activities comprising the Licensed Use are cancelled and the License Agreement is terminated due to a declaration under this Section 6, then the License Fee, if previously paid, shall be refunded to Licensee on a pro-rated basis, as determined by MASS YOUTH.

## **8. CANCELLATION.**

8.1. In the event Licensee seeks to cancel this license or reduce its space requirements for the activities comprising the Licensed Use, Licensee acknowledges that MASS YOUTH would be harmed and suffer loss and that it would be difficult to determine the precise value for or amount of that harm. Licensee's cancellation of this license or failure to use of a material part of the Licensed Area shall entitle MASS YOUTH to the full balance of the License Fee, whether paid or unpaid, not as a penalty, but as liquidated damages, and the parties agree that such amount constitutes a reasonable provision for

liquidated damages. MASS YOUTH shall have no obligation to attempt to re-license the Licensed Area. Should the Licensed Area or the cancelled part thereof be re-licensed, MASS YOUTH shall be entitled to retain in full all proceeds from such re-licensing, and no portion of the License Fee received and to be received hereunder will be refunded to Licensee.

8.2. Subject to Sections 14 (Force Majeure) and 16 (Snowfall), in the event the activities comprising the Licensed Use are cancelled as a result of inclement weather, a natural disaster or any such other condition beyond the control of either MASS YOUTH or Licensee, which in the opinion of MASS YOUTH renders the Facility fields unsafe or unplayable, then the License Fee, if previously paid, shall be refunded to Licensee on a pro-rated basis, as determined by MASS YOUTH.

8.3. The License Agreement may be canceled by MASS YOUTH upon notice to Licensee if Licensee (i) fails to make any payments under the License Agreement when due, (ii) fails to properly perform all of its obligations under the License Agreement or these Terms of Use, or (iii) fails to comply in any material respect with any covenant of, or breaches any representation or warranty in the License Agreement or these Terms of Use, whereupon MASS YOUTH shall retain the License Fee, if previously paid, in addition to any other damages, legal rights or remedies available. In addition, Licensee shall be liable for (x) any and all costs associated with the preparation of the Facility in connection with the activities comprising the Licensed Use, (y) any damages to the Facility that occur prior to such cancellation of the License Agreement, and (z) MASS YOUTH' legal fees and costs and other expenses of enforcement of its rights.

## **9. PROHIBITED ACTIVITIES.**

The following activities shall be prohibited at any time at the Facility or otherwise in connection with the activities comprising the Licensed Use by any coach, administrator, parent, player, spectator, guest or other agent, servant, employee and/or invitee of Licensee:

- 9.1. unsafe, careless or negligent behavior;
- 9.2. any activity that MASS YOUTH determines may be expected to cause, or which will or may foreseeably injure or harm any person or persons or which will deface or cause damage to MASS YOUTH' property or the property of others;
- 9.3. the possession, sale or use of any alcoholic beverages of any kind and/or any unlawful drugs or substances;

- 9.4. use of any tobacco products;
- 9.5. playing any other sport or engaging in any other activity other than that contemplated by the Tournament;
- 9.6. the presence of any pet of any sort other than certified guide dogs or other such certified service animals;
- 9.7. the use of off-road motorized vehicles and skimobiles;
- 9.8. the possession of any firearm or any weapon, whether licensed or not;
- 9.9. the use of any public address system, amplifier and/or megaphone;
- 9.10. the use of any generator, cooking appliance or barbecue grill;
- 9.11. any activity which may be expected to produce any unusual, noxious or objectionable smoke, gas, vapor or odor;
- 9.12. the posting of any signs or advertisements or the distribution of any written materials calculated to generate business in any way for Licensee or others;
- 9.13. taking up collections or making solicitations of any kind;
- 9.14. the marking of lines on any field surface with paint, tape or any other substance or material;
- 9.15. use of the Facility in any manner that may be contrary to the interests of MASS YOUTH or its programs;
- 9.16. use of the Facility for any unlawful or unauthorized purpose, or in any manner that MASS YOUTH determines is offensive or contrary to the interests of MASS YOUTH or its programs; or
- 9.17. parking on any public way not expressly authorized by MASS YOUTH and the Lancaster Police Department, including Route 70 and Old Union Turnpike. MASS YOUTH shall provide Licensee with all applicable parking regulations prior to the commencement of the License Period, with which Licensee and its invitees shall comply in all respects.

## **10. ADDITIONAL PROHIBITED ACTIVITIES ON SYNTHETIC FIELDS.**

The following activities shall be prohibited at any time on the Facility's synthetic fields by Licensee and each of its invitees, including each coach, administrator, parent, player, spectator, guest and other agent, servant, employee and/or invitee of Licensee:

- 10.1. the use of chewing gum;
- 10.2. the consumption of sunflower seeds or shelled nuts;

- 10.3. the consumption of any food or drink other than water;
- 10.4. the use or possession of glass containers of any kind;
- 10.5. the use of roller blades, skateboards or bicycles;
- 10.6. the use of metal cleats or spikes;
- 10.7. the use of plastic cleats longer than one-quarter inch (1/4"); or
- 10.8. the use or erection of any tent, tarp, structure or object which will or may foreseeably cause the penetration, marring or tearing of, or other injury or damage to the synthetic field surface.

**11. ADDITIONAL LICENSEE OBLIGATIONS.**

11.1. Licensee shall not cause harm or damage to the Facility or any other property of MASS YOUTH, its guests or invitees, and will promptly restore the Facility and any other property of MASS YOUTH to their original condition, normal wear and tear excepted.

11.2. Licensee shall not disrupt the operations of MASS YOUTH in any manner whatsoever and agrees to comply with the directions and instructions of authorized representatives of MASS YOUTH.

11.3. Licensee shall secure, at its own cost and expense, and maintain in full force and effect for the duration of the License Period the following insurance coverages, by such insurers as are licensed in the Commonwealth of Massachusetts and otherwise acceptable to MASS YOUTH:

(a) Comprehensive General Liability Insurance for personal injury (including death) and property damage with a combined single limit of at least \$5,000,000 per occurrence, including Contractual Liability Insurance covering all liability assumed by Licensee under the License Agreement and these Terms of Use;

(b) Automobile Liability (covering owned, hired and non-owned vehicles for bodily injury and property damage), combined single limit (each accident) of at least \$1,000,000; and

(c) Workers' Compensation in statutory limits as required by Massachusetts law or any other applicable law or laws for all of Licensee's employees.

Licensee hereby agrees that MASS YOUTH shall be named as an additional insured on Licensee's insurance inclusive of the dates of the Tournament and the License Period, in such fashion as MASS YOUTH shall direct from time to time. At least thirty (30) days prior to commencement of the License Period, Licensee shall furnish MASS YOUTH with

one or more certificates evidencing the required insurance coverages, which shall include provisions to the effect that MASS YOUTH shall be provided at least thirty (30) days' prior written notice of cancellation of or any material change in any of the required insurance policies. If Licensee has separate policies, MASS YOUTH shall be named as an additional insured with respect to all of Licensee's liability policies required hereunder. Licensee's insurance shall be primary and not considered contributing with respect to coverages maintained by Licensee pursuant to the License Agreement and these Terms of Use. When applicable to the nature of the purpose of the License Agreement and these Terms of Use, the insurance certificate shall evidence coverage that does not contain any exclusion for the insured's negligence in causing injury to athletic/sports participants.

11.4. Licensee shall use and depict MASS YOUTH's name and logo in all of its advertising and marketing materials for the Tournament in the manner directed and approved by MASS YOUTH. Licensee shall have no other right to use or depict in any form or manner MASS YOUTH's name, logo or the name or depiction of any of MASS YOUTH's facilities in any of its advertising without the prior written approval of MASS YOUTH.

11.5. It is the sole responsibility of Licensee to obtain all necessary releases, consents, approvals, permits and licenses which relate in any manner whatsoever to the Licensed Use and Licensee's other activities in the Licensed Area or at the Facility.

11.6. Licensee shall comply with all federal, state and local laws, codes and ordinances applicable to its use of the Facility and its activities comprising the Licensed Use.

11.7. Licensee shall be responsible for all federal, state and local taxes, fees and other charges that may be due and payable in connection with the activities comprising the Licensed Use. MASS YOUTH will not be responsible for the withholding or payment of said taxes, fees or other charges.

11.8. Licensee shall be responsible and shall insure that all of its coaches, players, parents, spectators, participants, guests and other invitees comply with all of the restrictions on use of the Facility and prohibited activities as set forth herein.

11.9. Licensee shall supervise and manage the activities comprising the Licensed Use so as to minimize the likelihood of injury to participants, spectators, volunteers and employees.

11.10. Licensee shall report promptly to the MASS YOUTH any defects or hazardous or other conditions

at the Facility of which Licensee is or should be reasonably aware that might give rise to injury or damage.

11.11. Licensee shall assume responsibility for ensuring that medical insurance coverage is provided for all participants in the activities comprising the Licensed Use.

## **12. MASS YOUTH SPONSORS & PARTNERS.**

Anything in the License Agreement to the contrary notwithstanding, all of MASS YOUTH's business partners and sponsors shall have the right to advertise and market their products and/or services at the Facility during the License Period and pendency of the activities comprising the Licensed Use; provided, no such advertising or marketing efforts shall materially interfere with the Licensed Use. Before Licensee may engage in any advertising or marketing of any kind at the Facility, Licensee must first obtain the express written approval of MASS YOUTH for any such advertising or marketing, which approval shall be at MASS YOUTH' sole discretion. Licensee acknowledges and agrees that under no circumstances shall MASS YOUTH permit advertising of any kind that is contrary to the interests of MASS YOUTH and/or any of MASS YOUTH's business partners and sponsors.

## **13. INDEMNIFICATION.**

Licensee shall indemnify, defend on a current basis, and hold harmless MASS YOUTH, its members, directors, employees, agents, representatives and affiliates, and their respective directors, officers, members, shareholders, agents, employees, attorneys, assigns and volunteers (the "indemnified parties"), from and against any and all claims, losses, cost and expenses (including attorneys' fees), demands, liabilities, injuries, actions, causes of action, judgments, deficiencies, suits and costs and expenses of enforcing the indemnification (a "Loss" and collectively, "Losses") that are sustained or incurred by MASS YOUTH because of, and to the extent caused by, arising from, or in connection with (i) Licensee's use of the Licensed Area or Facility, its conduct of the activities comprising the Licensed Use, or the license granted herein, (ii) any breach by Licensee of any of its representations or warranties made in the License Agreement or these Terms of Use, (iii) any breach by Licensee of any of its covenants contained in the License Agreement or these Terms of Use, (iv) the willful misconduct or gross negligence of Licensee, or of its employees, agents or representatives, or (v) any alleged violation by Licensee of any rules, laws, regulations or other legal requirements. In addition, the Licensee shall reimburse MASS YOUTH for any and all costs of

restoring, repairing or replacing any damage to the Facility or any of MASS YOUTH's grounds, buildings, equipment and any other property, normal wear and tear excluded, arising out of the License Agreement or these Terms of Use.

## **14. FORCE MAJEURE.**

The performance of the License Agreement by each party is subject to events beyond its reasonable control making it illegal, impossible or impractical to perform its obligations hereunder (a "force majeure occurrence"). The affected party may terminate or suspend its obligations under the License Agreement if such obligations are substantially delayed or prevented by any force majeure occurrence to the extent such events or circumstances are beyond the control of the party whose performance is delayed or prevented. The party whose performance is affected by any force majeure occurrence shall notify the other party in writing as soon as practicable, and shall use its best efforts to remove or remedy such force majeure occurrence as soon as possible.

## **15. SURRENDER OF LICENSED AREA; HOLDOVER.**

15.1. Upon the expiration of the License Period or earlier termination of the License Agreement, Licensee shall vacate and yield up the Licensed Area and Facility (time being of the essence), remove all goods, fixtures, equipment and property brought into the Licensed Area and Facility, and return all areas occupied by Licensee and any equipment provided by MASS YOUTH, all of which shall be in the same condition and repair as originally furnished to Licensee, normal wear and tear alone excepted. Licensee shall pay all costs to repair or replace property damaged or lost during the License Period, including periods of move-in and move-out. Prior to the commencement of the License Period and upon the completion of Licensee's move-out, MASS YOUTH and Licensee shall jointly inspect the Licensed Area and any other areas of the Facility used by Licensee to ascertain and document any loss or damage. Within sixty (60) days after the move-out date herein, MASS YOUTH shall provide Licensee written notification of loss or damage caused by Licensee, and Licensee shall remit payment of all charges for any such loss or damage within thirty (30) days of the date of MASS YOUTH' notice.

15.2. Should Licensee or its invitees fail to vacate the Licensed Area and the Facility at the end of the License Period, then Licensee shall pay to MASS YOUTH its prevailing rate for the Licensed Area or areas of the Facility being held over, and MASS YOUTH may remove all goods, fixtures, equipment

or property and treat the same as abandoned. Disposal of abandoned property shall be at the sole cost and expense of Licensee. In addition, Licensee shall be liable to MASS YOUTH for any losses, damages, costs, expenses, claims, and other liabilities if Licensee's holdover materially delays or impairs the use of the Licensed Area or the Facility by other customers or licensees.

#### **16. SNOWFALL PROVISION.**

16.1. Licensee understands and agrees that the threat of snow fall and accumulation may exist during the License Period. The decision whether to cancel the Tournament due to snow fall or accumulation shall be at the sole discretion of MASS YOUTH.

16.2. If MASS YOUTH determines to cancel all or any portion of the activities comprising the Licensed Use due to snow fall and/or snow/ice accumulation, it shall promptly notify Licensee, whereupon the license granted hereunder shall terminate without recourse to either Party.

16.3. Prior to its decision taken to cancel the activities comprising the Licensed Use due to snow fall and/or snow/ice accumulation, MASS YOUTH shall use commercially reasonable efforts to remove snow from the Facility fields, walkways, spectator areas, parking areas and roadways. MASS YOUTH shall, in its sole discretion, decide the extent of the snow removal and the contractor or contractors to be hired for such snow removal.

16.4. MASS YOUTH shall be responsible for all costs and expenses associated with snow removal from the Facility fields, walkways, spectator areas, parking areas and roadways.

16.5. Licensee shall be responsible for informing all of its guests, players, coaches, spectators and other invitees to stay off of any and all snow banks, to walk and stand only in areas that have been properly cleared, and to observe all parking and other directions of MASS YOUTH during the activities comprising the Licensed Use. There shall be no recreational use of the snow (e.g., sledding, snowballs, etc.) permitted at any time. Any person failing to obey the directions of MASS YOUTH shall be subject to the immediate removal from the Facility.

#### **17. LIMITATIONS OF LIABILITY.**

LICENSEE AGREES THAT MASS YOUTH AND MASS YOUTH' SERVICE CONTRACTORS, AND THEIR REPRESENTATIVES, EMPLOYEES AND AGENTS ARE NOT LIABLE FOR ANY INJURY, LOSS OR DAMAGE THAT MAY OCCUR TO LICENSEE, OR TO LICENSEE'S EMPLOYEES, AGENTS, GUESTS, INVITEES OR PROPERTY

FROM ANY CAUSE WHATSOEVER, PRIOR TO, DURING OR SUBSEQUENT TO THE LICENSE PERIOD. LICENSEE ASSUMES ALL RESPONSIBILITY AND LIABILITY FOR LOSSES, DAMAGES AND CLAIMS ARISING OUT OF INJURY OR DAMAGE TO, OR CAUSED BY LICENSEE'S USE OF THE FACILITY, OR ITS EQUIPMENT, EMPLOYEES OR REPRESENTATIVES. IN NO EVENT SHALL MASS YOUTH OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. THE LIABILITY OF MASS YOUTH AND ITS AFFILIATES AND LICENSEE'S REMEDY FOR ANY CLAIM OF LOSS OR DAMAGE ARISING FROM OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO ONE-HALF OF THE LICENSE FEE PAID TO MASS YOUTH HEREUNDER.

#### **18. MISCELLANEOUS PROVISIONS.**

18.1. Entire Agreement. The License Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect thereto.

18.2. Waiver of Compliance. Any failure of any of the parties to comply with any obligation, covenant, agreement or condition of the License Agreement or these Terms of Use may be waived by the party entitled to the benefits thereof only by a written instrument executed by the party granting such waiver, but any such waiver, or the failure to insist upon strict compliance with any obligation, covenant, agreement or condition herein shall not operate as a waiver of, or estoppel with respect to any subsequent or other failure or breach.

18.3. Governing Law. The License Agreement and these Terms of Use shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction.

18.4. Assignment. Neither the License Agreement nor any rights herein may be assigned or transferred by Licensee without the express, prior written consent of MASS YOUTH, which consent may be withheld in MASS YOUTH' sole discretion. The License Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

18.5. Notices. All notices, requests, demands, claims and other communications hereunder shall be in writing. Notices to a party shall be addressed to that party's address set forth in the application or to such other place as may be designated in writing by such party to the other. Notices shall be sufficient (i) when delivered personally to the recipient (including delivery by a private courier, requesting evidence of receipt as part of its service), (ii) when sent to the recipient by Federal Express, Express Mail or any similar regular, receipted, reputable overnight courier service (charges prepaid), (iii) when sent to the recipient by fax/teletype or electronic (.PDF) mail, or (iv) when posted by certified mail, return receipt requested and postage prepaid. Any such notice shall be effective when first received.

18.6. No Sublicense of Licensed Area. Licensee may not license, sublicense, lease, rent, sell, resell, transfer, assign or otherwise convey the Licensed Area or any portion thereof.

18.7. Non-Discrimination; Compliance with ADA. Licensee shall not discriminate against any person on the basis of race, color, religion, sex, national origin, or physical or mental disability in performing the License Agreement or conducting the Tournament. MASS YOUTH is responsible for complying with the Americans with Disabilities Act ("ADA") requirements for permanent access accommodations and Licensee shall be solely responsible for non-permanent accessibility requirements.

18.8. Consents, Approval and Discretion. Except as expressly provided herein to the contrary, whenever the License Agreement requires any consent or approval to be given by either party or either party must or may exercise discretion, the parties agree that such consent or approval shall not be unreasonably withheld, conditioned or delayed and such discretion shall be reasonably exercised, in good faith.

18.9. Limitation of Damages. Neither party shall be liable to the other party hereunder for punitive, consequential, special or exemplary damages; provided, such limitation shall not apply to (i) amounts payable in respect of Licensee's indemnification obligations for third-party claims, or (ii) to damages incurred or suffered by MASS YOUTH to the extent caused by Licensee's gross negligence or willful misconduct. This Section 18.9 shall survive termination or expiration of the License Agreement.

18.10. Dispute Resolution Procedure. Prior to commencing litigation or otherwise seeking legal recourse with respect to any dispute arising hereunder, the parties shall meet to seek an amicable

resolution of such dispute. No party shall be entitled to commence litigation or otherwise seek legal recourse unless it has attempted for a period of thirty (30) days from written notice of such dispute to reach such amicable solution. Subject to the immediately preceding sentence, each party to the License Agreement, by its or his execution hereof, (a) hereby irrevocably submits to the exclusive jurisdiction of the courts of the Commonwealth of Massachusetts for the purpose of any action (in contract, tort or otherwise) arising out of or based upon the License Agreement or these Terms of Use or relating to the subject matter hereof, (b) hereby waives, to the extent not prohibited by applicable law or legal requirement, and agrees not to assert, by way of motion, as a defense or otherwise, in any such action (in contract, tort or otherwise) any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that the License Agreement may not be enforced in or by such court, and (c) hereby agrees not to commence any action (in contract, tort or otherwise) arising out of or based upon the License Agreement or relating to the subject matter hereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action (in contract, tort or otherwise), to any court other than one of the above-named court whether on the grounds of inconvenient forum or otherwise. Each party hereby consents to service of process in any such proceeding in any manner permitted by the laws of the Commonwealth of Massachusetts, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section 18.5 is reasonably calculated to give actual notice. The foregoing shall not limit the availability to any party hereof of injunctive or other equitable relief with respect to any breach of the License Agreement, including specific performance.

18.11. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION TO ENFORCE OR INTERPRET THE PROVISIONS OF THE LICENSE AGREEMENT AND THESE TERMS OF USE OR THAT OTHERWISE RELATES TO THE LICENSE AGREEMENT.

18.12. Third Party. The License Agreement are for the sole benefit of the parties named on the application and their respective successors and



permitted assigns. Nothing herein shall give or be construed to give any person or entity, other than the parties and their respective successors and permitted assigns, any legal or equitable rights hereunder or thereunder.

18.13. Severability. If any term or provision of the License Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable for any reason, the remainder of the License Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of the License Agreement shall be valid and be enforced to the fullest extent permitted by law.