

CONTRACT AGREEMENT

This contract is made effective as of, _____ between On Deck Sports Center located at 1827 Old Airport Road, New Bern, NC 28560 and the member, _____ and states the agreement of the parties as follows:

Membership Level (Select only one):

_____ Month-to Month Individual	_____ 3-Month Individual	_____ 1-Year Individual
_____ Month-to-Month Family*	_____ 3-Month Family*	_____ 1-Year Family*
_____ Month-to-Month Team*	_____ 3-Month Team*	_____ 1-Year Team*

* - For Family and Team memberships, please complete the "Names" section at the end of this contract.

PAYMENT TERMS, The total contract non-refundable payment, _____ based on the membership level indicated above, is due and payable at the time of signing this contract.

NON-SUFFICIENT FUNDS, The member shall be charged \$25.00 for each check that is returned to the Lessor for lack of sufficient funds.

CONTRACT TERM, This contract shall begin on _____ and shall terminate on _____ unless otherwise terminated in a manner consistent with the terms of this contract.

CARE AND OPERATION OF EQUIPMENT AND PROPERTY, The equipment and or Property may only be used and operated in a careful and proper manner. Its use must comply with all laws, ordinances and regulations relating to the possession, use, or maintenance of the equipment.

LIABILITY AND INDEMNITY, Liability for injury, disability and death of members and other persons caused by operating, or handling the equipment or property during the Term of this contract is the obligation of the Member and the Member shall indemnify and hold the facility harmless from and against all such liability.

DISORDERLY CONDUCT, The Facility has the right to terminate membership or remove persons from the premises as stated above for behavior that is socially unacceptable or violates the law or disturbs the peace. Use of loud, obscene language, boisterous behavior or physical contact is deemed unacceptable. **Absolutely no alcoholic beverages allowed on facility property.** It is at the discretion of the Facility to make this determination, and in no way shall any persons challenge this judgment.

BATTING CAGES, The facility has the right to remove any persons from the batting cages that meet the following conditions: At no time will any person under the age of 13 years of age be allowed unless accompanied by adult supervision in all cages. No one is allowed in batting cages without a helmet, shirt and shoes. Only one person hitting in each cage at a time. Enter cages from the front only. Swing bats in cages only. No standing on home plate allowed. No one assumed under the influence of drugs or alcohol will be allowed to participate.

DEFAULT, The occurrence of any of the following shall constitute a default under this contract.

- A. The failure to make a required payment under this Contract when due.
- B. The violation of any other provision or requirement that is not corrected Within 3 written notices.

ENTIRE AGREEMENT AND MODIFICATION, This contract constitutes the entire agreement between the parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both parties. This Contract replaces any and all prior agreements between the parties.

GOVERNING LAW, This Contract shall be construed in accordance with the laws of the State of North Carolina.

WAIVER, The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

By: _____

Member: _____
(Signature)

(Printed Name)

(Street Address)

(City, State & ZIP)

(Phone Number)

(E-Mail Address)

Names, please list the members of your family or team below. Leave this area blank for individual memberships.
