



Mississippi Basketball and Athletics

FACILITY/COURTS USE AGREEMENT (con't)

4. Concessions, if any, shall be exclusively handled by MBA and all revenue there from shall be the sole and exclusive property of MBA.
5. Independent Contractor shall recommend to out-of-town participants and guests the hotel list as supplied by MBA. Any and all hotel rebates associated with the event shall be the sole and exclusive property of MBA.
6. Independent Contractor shall pay a non-refundable facility/courts reservation fee of \$_____ to MBA at signing of the event facility/courts use agreement, and receipt of same shall constitute a reservation of the court or courts on the aforesaid date. Should the event be cancelled, postponed, or shortened for any reason; the reservation fee shall be forfeited to MBA, and is not refundable. Any and all balances due on court rentals shall be due on or before the day of the event.
7. **Indemnification.** The recipient shall indemnify, defend, and hold harmless MBA, Its parents, affiliates, subsidiaries, officers, managers, partners, employees, and agents penalties, Liabilities, damages, costs, and expenses, including reasonable Attorney’s fees and court costs (Each a “Claim”), Arising out of or related to (A) any injury, Death, or property damage caused by any act or omission of recipient or related to a promotional event under this contract (B) Any negligent or grossly negligent action, inaction, omission or international misconduct of recipient in its performance of this contract; (C) Recipient’s breach of any representation, warranty, term, covenant, or other obligation under this contract , including compliance with all laws; and/or (D) Any infringement or misappropriation of any third party’s intellectual property rights by any product or service delivered pursuant to this contract.
8. Independent Contractor agrees to add MBA, and all MBA employees as "also insureds" on Independent Contractor's applicable insurance policy or policies for purposes of the event. Independent Contractor shall indemnify, hold harmless, and indemnify MBA for any and all injuries, damages, and claims by participants (including their family members) in Independent Contractor's camp. Independent contractor agrees to provide a certificate of insurance and list Mississippi Basketball and Athletics, 2240 Westbrook Rd., Jackson, Ms 39211 , as an additional insured and as the certificate holder.
9. This Agreement represents the entire understanding and agreement between the parties with respect to its subject matter, and supersedes all prior agreements and discussions with respect to that subject matter. Any and all previous written and/or oral discussions, negotiations, agreements, or otherwise are null and void and are merged into this agreement fully and completely. No amendment, modification or termination of any provision of this Agreement shall be valid unless in writing and signed by MBA and Independent Contractor. Nothing contained in this Agreement is intended to give rise to any agency, joint venture, subcontractor, or partnership between the parties or to impose upon the parties any of the duties or responsibilities of any such relationship, and no such relationships exist or shall exist between the parties. This agreement inures to the benefit of the parties' permitted successors and assigns.

Independent Contractor

Date

MBA Administrator

Date



MISSISSIPPI BASKETBALL S ATHLETICS

2240 Westbrook Rd. • Jackson, MS 39211 • Ph: (601) 957-7373 • Fax: (601) 957-7372 • www.mbahoops.net

Mississippi Basketball and Athletics FACILITY/COURTS USE AGREEMENT

This Agreement is made this _____ day of _____ 201 __, by _____
(herein after, Independent Contractor), and Mississippi Basketball and Athletics (MBA), located at
2240 Westbrook Road, Jackson, Mississippi 39211, and is in all respects as follows:

1. Independent Contractor agrees to pay the sum of \$ _____ to MBA for use of _____ (___) basketball court (s)/ conference room (s) on the _____ day of _____, 201 __, from the hours of _____ to _____ for the following event: _____.
2. Expenses shall be paid for by and/or split as follows:
 - (i) Referees: _____
 - (ii) Scorebook keepers: _____
 - (iii) Scoreboard operators: _____
 - (iv) Janitorial clean-up: _____
 - (v) Parking lot attendant: _____
 - (vi) Trainer: _____
 - (vii) Trophies/Medals/Awards: _____
 - (viii) Ads/Marketing Materials: _____
 - (ix) Other (specify): _____
3. The following fees, charges, and/or revenue, if any, shall be taken in and handled by MBA personnel and received and/or split as follows:
 - (i) Gate and/or Admission: _____
 - (ii) Team and/or Player entry or participation: _____
 - (iii) Event T-Shirts: _____
 - (iv) Sponsorships: _____
 - (v) Other event items (specify): _____