

**Atlanta Cricket Fields, LLC  
FACILITY USAGE AGREEMENT**

**THIS AGREEMENT** is made and entered into as of the 9<sup>th</sup> day of February 2020, between Atlanta Cricket Fields, LLC (“COMPANY”) and “Atlanta Cricket League” (“LICENSEE”) (a non-profit organization formed to develop recreational cricket in Metro Atlanta) for the use of the facility hereinafter defined.

**NOW, THEREFORE,** it is agreed as follows:

**SECTION 1.0 USE OF FACILITY.**

The COMPANY grants unto LICENSEE the use of, and LICENSEE does hereby agree to use the seven cricket fields at “The Atlanta Cricket Fields” (name), located at “5395 Keith Bridge Rd, Cumming GA 30041” (address), including the building (“Facility”), under the terms and conditions set forth herein. The date, time, and activity or activities to be performed in the Facility, and the portions of the Facility to be so used are as follows, which constitute the term of this agreement:

The purpose for the use: **Atlanta Cricket League – Hard Tennis Ball League for the season 2020, 2021, and 2022**

**SECTION 2.0 FACILITY CHARGES**

2.1. **Facility Usage & Rates. (To be filled out by Company)**

<b>Agreement Validity Period</b>	Jan 1 <sup>st</sup> , 2020 To Dec 31 <sup>st</sup> 2022
<b>Portion(s) of Facility</b>	Ground 1 – 7
<b>Purpose for the use</b>	Hard Tennis Ball League Tournaments
<b>Start Time</b>	8:00 AM
<b>End Time</b>	5:00 PM (extended to 6:00 PM during peak summer in July and August when temperatures are higher than 95 degrees Fahrenheit)
<b>Certificate of Insurance</b>	Endorsing Atlanta Cricket Fields per terms for each year provided separately
<b>Individual player waivers</b>	The electronic copy of all the player's roaster with valid contact email and phone number to be provided prior to the beginning of the season If minor, any responsible Adult party should sign the waiver(s)
<b>Facility Rental Charges</b>	
<b>2020</b>	\$ 73 Per Hour
<b>2021</b>	\$ 78 Per Hour
<b>2022</b>	\$ 81 Per Hour
<b>Facility Usage Hours</b>	
<b>2020</b>	Minimum of 1300 Hours
<b>2021</b>	Minimum of 1300 Hours
<b>2022</b>	Minimum of 1300 Hours
<b>Payment Terms</b>	<b>Invoices are due as per the following schedule</b>
<b>1<sup>st</sup> Payment – April 1<sup>st</sup>, 2020</b>	500 Hours @ \$73 Per hour - \$36,500.00
<b>2<sup>nd</sup> Payment – June 1<sup>st</sup>, 2020</b>	500 Hours @ \$73 Per hour - \$36,500.00
<b>3<sup>rd</sup> Payment - Sept 1st 2020</b>	300 Hours @ \$73 Per Hour - \$21,900.00
<b>Final Payment</b>	For the usage of hours beyond 1300 hours
<b>Payment Terms</b>	<b>Invoices are due as per the following schedule</b>
<b>1<sup>st</sup> Payment – April 1<sup>st</sup>, 2021</b>	500 Hours @ \$78 Per hour - \$39,000.00
<b>2<sup>nd</sup> Payment – June 1<sup>st</sup>, 2021</b>	500 Hours @ \$78 Per hour - \$39,000.00
<b>3<sup>rd</sup> Payment - Sept 1st 2021</b>	300 Hours @ \$78 Per Hour - \$23,400.00
<b>Final Payment</b>	For the usage of hours beyond 1300 hours
<b>Payment Terms</b>	<b>Invoices are due as per the following schedule</b>
<b>1<sup>st</sup> Payment – April 1<sup>st</sup>, 2022</b>	500 Hours @ \$81 Per hour - \$40,500.00
<b>2<sup>nd</sup> Payment – June 1<sup>st</sup>, 2022</b>	500 Hours @ \$81 Per hour - \$40,500.00
<b>3<sup>rd</sup> Payment - Sept 1st 2022</b>	300 Hours @ \$81 Per Hour - \$24,300.00
<b>Final Payment</b>	For the usage of hours beyond 1300 hours

2.3. **Additional Charges.** The LICENSEE acknowledges and agrees that additional charges will accrue based on actual usage of the facility in accordance with the schedule identified by end of February of each year. Refer to Exhibit A for additional terms and conditions;

THE ADDITIONAL TERMS AND CONDITIONS CONTAINED THE FOLLOWING PAGE ARE INCORPORATED HEREIN BY REFERENCE.

**SIGNATURE PAGE:**

**LICENSEE**

Name: Kiran Manchikanti

*Kiran Manchikanti*

02/10/2020

Signature: \_\_\_\_\_

Its: Authorized Representative  
ATLANTA CRICKET LEAGUE

Name: Mahesh Pawar

*Mahesh Pawar*

02/10/2020

Signature: \_\_\_\_\_

Its: Authorized Representative  
ATLANTA CRICKET LEAGUE

**COMPANY**

Name: Sriram Velicheti

*Sriram Velicheti*

02/10/2020

Signature: \_\_\_\_\_

Its: Principal  
ATLANTA CRICKET FIELDS, INC

Name: Madhusudan Reddy Annem

*Madhu Annem*

02/10/2020

Signature: \_\_\_\_\_

Its: Principal  
ATLANTA CRICKET FIELDS, INC

## ADDITIONAL TERMS AND CONDITIONS

1. **Other Uses.** Officers, agents, and employees of the COMPANY reserve the right to enter all areas of the Facility at any and all times. LICENSEE further understands and agrees that during the term of this Agreement, the COMPANY may use or cause to be used for its purposes, any portion of the Facility not in use by the LICENSEE.
2. **Time for Payment.** The balance of the minimum estimated charges shall be paid by no later than the day of the use. Any additional charges accrued beyond the estimated minimum charges set forth above shall be paid by LICENSEE within seven (7) days of receipt from the COMPANY of an invoice for such additional charges.
3. **Cancellation.** If LICENSEE desires to cancel this Agreement, it must notify COMPANY no later than seven (7) days from the time this agreement has been signed, otherwise, the lease termination clause (11<sup>th</sup> point of terms and conditions document referred here) will be enforced.
4. **Regulations Pertaining to Use.** LICENSEE agrees to abide by and cause its invitees and licensees to abide by the following rules and regulations:
  - a. Any functions for minors must be chaperoned by parents or other responsible adults.
  - b. LICENSEE understands that any usage beyond 1300 hours will be paid upfront prior to using those hours as per prevailing charges in the agreement.
  - c. LICENSEE shall not permit entrance to portions of the Facility other than those specifically outlined above.
  - d. LICENSEE shall not staple, nail, or otherwise affix decorations or signs onto any surface in a manner so as to damage walls, floors, windows, or other surfaces or furnishings of the Facility. All decorations and signs must be removed immediately after the conclusion of the activity or activities conducted pursuant to this Agreement.
  - e. LICENSEE shall use and occupy Facility in a safe and careful manner and comply with any federal, state, county, or municipal authority controlling or governing the Facility or the operation therein, including, but not limited to, all policies, rules, and regulations of the COMPANY.
  - f. LICENSEE shall use said Facility solely for the purposes herein provided and shall not permit the Facility or any part thereof to be used for any gambling or any unlawful, indecent, obscene or immoral attractions, exhibitions, purposes or entertainment or in any manner so as to injure persons or property.
  - g. LICENSEE shall not permit any individual to bring into the Facility any alcoholic beverages or any materials, substances, equipment or objects which are likely to endanger the life of or cause bodily injury to, any person on the Facility or which are likely to constitute a hazard to property thereon.
  - h. LICENSEE shall not permit individuals to smoke inside the Facility, and no tobacco shall be sold or distributed on COMPANY property.
  - i. LICENSEE recognizes that the COMPANY may have representatives present in the Facility during the use.
  - j. LICENSEE understands that alcoholic beverages of any kind are not permitted on the premises and the Licensee shall not permit any alcoholic beverages to be consumed or possessed by individuals attending events at the Facility.
  - k. LICENSEE understands that the Facility does not permit audiovisual equipment used within the premises and Licensee agrees not to use such equipment without prior permission from the COMPANY representatives. However, few exceptions are allowed such as Trophy presentation ceremony, League inauguration, and some footage of important games for promotional and social media marketing purposes.
  - l. LICENSEE understands that there will not be any rain checks for games canceled due to adverse weather, however, the COMPANY will provide an opportunity to reschedule the games in alternative schedules depending on availability of the grounds. In the event of calendar not permitting re-scheduling of games due to adverse weather and meeting the minimum usage hours (1300) threshold. COMPANY will issue credit or refund as applicable within the calendar year for games (hours unused) impacted
  - m. LICENSEE understands that the Facility will reserve rights to obtain photographs and videos of the games and/or events for future marketing purposes of the COMPANY and any usage outside of COMPANY purposes will obtain prior permission from the LICENSEE.
  - n. LICENSEE understands that the COMPANY will reserve rights to broadcast the events through their licensed broadcasting channels for telecasting future events.
  - o. LICENSEE understands that the Facility will have exclusive rights for the sale of tickets for the events as decided by the COMPANY for future events.
  - p. LICENSEE is responsible to conduct the games in an orderly manner causing no disruption to other events occurring at the venue. Non-compliance by any players of rules, regulations, and agreement terms set forth within this document will be asked to leave the facility.
  - q. LICENSEE understands that the Facility will not allow any outside food served within the grounds. Any violation of the COMPANY's policy will levy a charge of \$125 per day per field.
  - r. LICENSEE understands that they do not engage either directly or indirectly in organizing leather ball activities directly conflicting with the COMPANY during the agreement period. Any such violations will automatically be considered as a breach of this agreement and could lead to termination of the agreement with immediate effect.

s. COMPANY confirms to LICENSEE that the COMPANY does not organize or engage any hard tennis ball activities as long as this agreement is in place between the LICENSEE and the COMPANY. Any such violations will automatically be considered as a breach of this agreement and could lead to termination of the agreement with immediate effect.

t. LICENSEE understands that the Facility will be provided as-is conditions with assumption that fields are in playable condition after previous day (Saturday)gaming and no improvement or maintenance activities will be performed for Sunday hard tennis ball league games. In the event of any issues related to playable conditions of the fields, LICENSEE will work with the COMPLANY to resolve the issues.

u. LICENSEE understands that there will be no advertisement or sponsor banners that will be presented at the facility with an exception to tournament inauguration, closing, and presentation ceremonies.

v. LICENSEE understands that their gaming activity should be restricted to designated days and times as agreed upon prior to the beginning of the schedule.

w. LICENSEE understands that an electronic list of all the players with waiver information signed by players will be provided ahead of the season. Failure to do so will impact the schedule and games will not be allowed to play until waivers are provided. During such time, the LICENSEE is responsible to pay for such lost hours as agreed in the rate schedules.

5. **Indemnification.** The LICENSEE hereby assumes, releases and agrees to indemnify, defend, protect and hold harmless the COMPANY, its Board members, agents and representatives from and against any loss of and/or damage to the property of LICENSEE, and all loss and/or damage on account of injury to, or death of, any persons arising in any way from any negligence; reckless actions or omissions; and/ or willful misconduct of LICENSEE, its employees, agents or independent contractors.

6. **Damage and Loss.** LICENSEE agrees to return the leased premises and equipment to the COMPANY at the end of the term of use in the same condition as the date of the start of this lease, ordinary use and wear excepted. LICENSEE agrees that if any portion of the Facility or contents thereof, during the term of this lease, shall be damaged by the act, default, or negligence of the LICENSEE or of the LICENSEE's agents, employees, patrons, guests or any person admitted to premises by LICENSEE, LICENSEE will pay to the COMPANY upon demand such sums as shall be necessary to restore the premises and equipment to their previous condition. LICENSEE hereby assumes full responsibility for the character, acts, and conduct of all persons admitted to any portion of the premises at the time of LICENSEE's use, not including any representatives of the COMPANY.

7. **Assignment.** LICENSEE may not assign this Agreement or any right contained in this Agreement nor sublet the Facility without the written consent of the COMPANY. Any assignment or sublease of this Agreement or terms arising under this Agreement without the written consent of the COMPANY shall void this Agreement.

8. **Attorney's Fees.** Should COMPANY prevail in whole or in part in any litigation between the parties, including, but not limited to, actions to collect any use or service charge after the same is past due, LICENSEE agrees to pay for all of COMPANY's reasonable attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes. Similarly, should LICENSEE prevail in whole or in part in any litigation between the parties, including, but not limited to, actions to collect any use or service charge after the same is past due, COMPANY agrees to pay for all of LIICENSEE's reasonable attorney fees. Fees shall be payable whether for negotiation, trial, or appellate purposes

9. **Insurance.**

a. LICENSEE agrees to acquire and maintain during all times it is using the Facility liability insurance in an amount not less than \$1,000,000 per occurrence combined single limit, for bodily injury and property damage, including premises/operations, products/completed operations, and personal & advertising injury. LICENSEE also agrees to provide fire damage insurance in the amount of \$500,000 and medical payments in the amount of \$5,000. All insurance shall be provided by a carrier which is satisfactory to the COMPANY.

b. The COMPANY must be named as certificate holder as per the sample certificate produced.

c. LICENSEE must provide a certificate of insurance reflecting all of the above requirements prior to the use of the Facility.

10. **Advertising.** The licensee shall not be permitted to display any outside advertising at the Facility and understands that all rights to sell and display advertising at the Facility are reserved to the COMPANY. Notwithstanding the foregoing, the Licensee may be permitted to display such advertising in an area designated by the COMPANY upon payment of the additional fee provided by the company on case to case basis.

11. **Termination** This Agreement may be terminated by either party upon written notice to the other party. The terminating party must provide written notice by March 31<sup>st</sup>. If notice is provided before March 31<sup>st</sup> of any lease year, the lease will terminate at the end of the year. If notice is provided after March 31<sup>st</sup>, the lease will be terminated at the end of the season from second-year after providing such notice.

In addition, Company reserves the right to terminate this Agreement in the event of any breach by the Licensee, including, but not limited to violation of any Regulations as described Section 4 of this Agreement. In the event of such termination for cause, the Licensee shall forfeit any deposit paid to Company and shall be liable to Company for any damages caused by its breach, including attorney's fees.

12. **Breach:** In the event of breach of this agreement by either party, other party to be notifying the party in breach in writing. The party in breach will have ten (10) days to provide mutually acceptable resolution for the breach

13. **Miscellaneous.**

- a. This Agreement contains the entire agreement between the parties. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding unless in writing and signed by both parties.
- b. This Agreement shall be governed by the laws of the State of Georgia.
- c. This Agreement is non-exclusive and LICENSEE agrees that Company retains the right to enter into agreements with other leagues, teams, individuals or entities for the use of the Facilities. Licensee acknowledges that this Agreement confers no rights to the Facility other than those specifically granted to it herein. The licensee agrees not to engage in activities to interfere or hinder the Company's operation of the Facility.

14. **Season Schedule:** The LICENSEE and The COMPANY agree season schedule for each year by end of February for hard tennis ball league, super bash tournament, spring, and fall knock-out tournaments. The COMPANY and The LICENSEE work mutually agreeable terms when schedules adjustments are required between Saturday and Sunday depending on the importance of the events.

**END OF THE DOCUMENT**