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**MARIN TENNIS CLUB**

**925 Belle Ave., San Rafael, Ca. 94901**

**Phone: 415-457-5160; Email:** manager@marintennisclub.com

**MARIN TENNIS CLUB TENNIS COURT RENTAL AGREEMENT**

**PRO’S NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ADDRESS: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**PHONE: (cell)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**EMAIL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AGREEMENT TERM: The effective date of this agreement is\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. This agreement may be terminated by either party, with or without cause, at any time, subject to giving five days written notice to the other party. Agreement term is month to month.**

**COURT RENTAL FEES: $15 PER HOUR/$7.50 PER HALF HOUR,**

**CLINIC DISCOUNT: Pros that provide 1 complimentary clinic to MTC members per month will have their monthly rental capped at $750. Pros that provide 2+ complimentary clinics per month will have their monthly rental capped at $500.**

**CONDITIONS OF USE:**

1. **PRO will be invoiced monthly on the 2nd with payment due on the 15th of the month. If payment is not received by the end of the month a $30 late fee will be assessed.**
2. **PRO will be responsible for the collection of all lesson fees including MTC members. MTC will not be providing billing service to the Pros.**
3. **All nonmembers will be required to sign a liability waiver prior to taking the lesson. Waivers will be available in a binder in the tennis office.**
4. **PRO will provide MTC a certificate of insurance indemnifying MTC.**
5. **PRO will not be able to sublet the courts.**
6. **Use of the tennis courts will be limited to tennis instruction only.**
7. **PRO will be required to login all lessons on the court chart at the front desk legibly, so the office manager can determine who is using the courts and keep record of court time used.**
8. **Tennis courts reserved and not cancelled will be billed to the PRO.**
9. **All teaching equipment, including balls, will be provided by PRO. MTC will provide the tennis office for storing equipment and balls onsite.**

**Furthermore, PRO agrees to indemnify, defend, and hold harmless the Marin Tennis Club, its officers, members, employees, agents and licensees from all claims, demands, losses, lawsuits or legal liability for injuries to persons, including death, or damage to property, or negligent conduct arising out of or in any way connected with the use of premises rented herein or the activity for which this agreement issued.**

**PRO’s Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**MTC General Manager Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_**

**Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**