

LICENSE AGREEMENT

Licensee: Cedar Falls HS Athletic Dept Event: 2026 East vs West Volleyball Showdown Main Contact Name: Justin Urbanek Licensee Address: 2701 West 27 th St Cedar Falls, IA 50613 Contact Person(s) Phone #: (319) 464-5595 Contact Person(s) Email: justin.urbanek@cfschools.org	Facility ("Facility"): GreenState Family Fieldhouse 200 E 9 th Street Suite #100 Coralville, IA 52241 Date(s)/Times(s) of use ("Term"): Saturday, October 3, 2026 (mutually agreeable event start/end)
<p>Area(s) of Facility that Licensee may use ("Licensed Areas"): All 5 GreenState Family Fieldhouse court(s). <i>*There is interest in adding Xtream Arena court(s) based on availability. Future contract amendments would be added.</i></p> <p>Description of event to be held ("Event"): 12+ Team in-season IGHSAU Volleyball tournament invitational.</p> <p>Deposit amount & due date: No deposit required.</p> <p>Fee: \$2,250 flat rental ("Fee"). <i>*Potential additional Xtream Arena courts(s) would result in a TBD increase in Fee.</i></p> <p>Fee due date: Settlement billed 1-5 days post-event.</p> <p>Agreement Notes: Access available: 7am-9pm (or as requested). The facility handles concessions and cleaning. Organizer handles tickets, teams, referees. Xtream Arena event schedule would determine access to locker rooms, media rooms, etc.</p>	

This License Agreement ("Agreement") is between Global Spectrum, L.P., a Delaware limited partnership, as agent on behalf of ArenaCo ("Venue"), and the licensee listed above ("Licensee"). Venue and Licensee agree as follows:

- Grant of License.** Subject to the terms and conditions of this Agreement, Venue grants Licensee a limited license to enter the Facility and access the Licensed Areas during the Term for the purpose of holding the Event. The Term may not be extended without the Venue's prior written approval and any approved extension may result in additional fees.
- Duties of the Venue.** The Venue shall, at Licensee's sole cost, provide (or cause to be provided) personnel necessary to set-up and take-down the Event, security personnel and other necessary support services customarily provided by the Venue for a like event, and additional items, equipment, personnel and services which Licensee requests to be provided in connection with the Event and which the Venue is reasonably able to provide, such as personnel necessary for production requirements, and lighting and/or sound equipment, all of which shall be subject to the approval of the Venue. Food and beverage is not included in Fees and must be purchased separately from the food and beverage concessionaire for the Facility and from no other party.
- Fees.** Licensee shall pay the Venue the Fee prior to the Event by no later than the due date set forth above. Following the Event, the Venue shall determine its actual costs incurred in connection with Licensee's use. In the event such actual costs are less than the estimated costs paid by Licensee, the Venue shall reimburse Licensee the difference, and if such actual costs are greater, Licensee shall promptly pay Venue the difference. In the event Licensee fails to make any payment when due, interest shall accrue at the rate of 1 1/2 % per month (18% per annum), or the maximum rate permitted by law, whichever is less. The form of payment shall be money order, wire transfer, or certified check, unless agreed to otherwise by the Venue.
- Non-Refundable Deposit.** A non-refundable deposit in the amount set forth above is payable to the Venue upon execution of this Agreement. Such deposit shall be credited to the Fee. Licensee shall not be entitled to the payment of any interest on the deposit. This deposit is non-refundable without regard to whether Licensee uses the Facility, unless such non-use is due to an Event of Force Majeure or due to a termination of this Agreement by Licensee under Section 8.
- Licenses & Permits.** Licensee shall secure in advance, prior to commencement of the Term, all licenses, permits and approvals required under applicable laws in connection with its use of the Facility for the Event, including, without limitation, any permits required by the fire department or licenses required by any performance rights organizations for music utilized in the Event.
- Indemnification & Release of Liability.** Licensee hereby agrees to indemnify, defend, save and hold harmless the Venue, Global Spectrum, L.P., Ovations Food Services, L.P., the owner of the Facility, and any other present or future lender providing financing to the owner of the

Facility in connection with the construction or operation of the Facility, and their respective successors and assigns, and each of their respective partners, agents, officers, directors, employees and representatives (collectively, "Indemnitees") from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, (i) any breach of this Agreement by Licensee, or (ii) the exercise by Licensee of the privileges herein granted, or (iii) the acts or omissions, or violation of any applicable law, rule, regulation or order, of or by Licensee or any of its agents, owners, officers, directors, members, managers, representatives, contractors, exhibitors, employees, servants, players, guests, or invitees, participants or artists appearing in the Event (including support personnel in connection with the presentation of the Event), persons assisting Licensee (whether on a paid or voluntary basis) or any person admitted to the Facility by Licensee, during the Term or any other time while the Facility (or any part thereof) is used by or are under the control of Licensee, which shall include any and all COVID-19 related Claims or Costs asserted or alleged against Indemnitees arising out of the Event. Licensee shall be obligated to indemnify, defend, save and hold harmless Indemnitees for COVID-19 related Claims or Costs regardless of whether the Venue is alleged to have been negligent, in whole or in part. It is further the intent of this Agreement that this indemnity provision shall apply to any claims made by employees of Licensee against the Venue, and this Agreement is deemed a written agreement for indemnity under the workers' compensation laws of the state where the Facility is located. The Venue makes no warranty or representation to Licensee of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Facility for any aspect of Licensee's intended use. Licensee further agrees that the Facility is being provided "AS IS", "WHERE IS" and "WITH ANY AND ALL FAULTS" and without warranty, express or implied, as to the merchantability or fitness for the use thereof for any particular purpose. Licensee agrees that all of its property or property of others in or on the Facility shall be used and/or stored in the Facility at the sole risk of Licensee, and Licensee hereby waives and releases the Venue and the Indemnitees from any and all Claims or Costs related thereto to the fullest extent permitted by law. The provisions of this Section 6 shall survive any expiration or termination of this Agreement.

7. Insurance.

a. Licensee shall obtain, at its own cost and expense, commercial general liability insurance in the name of Licensee which insures all operations of Licensee (including the operations of Licensee contemplated by this Agreement), and Licensee's contractual undertaking of the liability of another and Licensee's assumption of liability, as set forth in this Agreement. Such insurance shall be written with a limit of at least One Million Dollars (\$1,000,000.00) for bodily injury, property damage and personal injury. Licensee shall also cause the required policy to be endorsed to include the Indemnitees as additional insureds. Licensee shall cause such insurance to be deemed primary to and not contributory with any insurance coverage or self-insured program of any of the Indemnitees. Insurance effected or procured by Licensee hereunder will not reduce or limit Licensee's contractual obligation to indemnify and defend the Indemnitees hereunder.

b. Licensee shall maintain, at its own cost and expense, workers' compensation insurance in respect of all employees, players, performers and any borrowed, leased or other person to whom such compensation may be payable by Licensee.

c. If Licensee is operating or causing the operation of vehicles on the premises of the Facility, Licensee shall maintain commercial automobile liability insurance, including coverage for the operation of owned, leased, hired and non-owned vehicles, in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) per accident, combined single limit for personal injury and property damage.

d. Licensee, at least thirty (30) days prior to the commencement of the Term (or immediately upon execution hereof, if less than thirty (30) days remain before the Term's commencement), shall provide to the Venue evidence of the insurance required. The policies shall also provide, and the certificate shall so note, that the coverages may not be canceled or that a major change in coverage may not be implemented without at least thirty (30) days' prior written notice given to the Venue. All insurance policies shall be issued by insurance companies rated no less than A VIII in the most recent "Bests" insurance guide and licensed in the state where the Facility is located. All such policies shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved.

e. The Venue shall also have the right to prohibit Licensee or any subcontractor of Licensee from entering the Facility until such certificates or other evidence that insurance has been obtained in complete compliance with this Agreement is received by the Venue. Licensee's failure to maintain the insurance required herein may, at the sole discretion of the Venue, result in termination of this Agreement. IN THE EVENT OF SUCH TERMINATION BY THE VENUE, THERE SHALL BE NO FURTHER LIABILITY OF ANY KIND OR NATURE WHATSOEVER BY THE VENUE TO LICENSEE, AND THE VENUE SHALL RETAIN THE RIGHT TO PROCEED WITH A LEGAL ACTION AGAINST LICENSEE TO RECOVER ANY AND ALL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS) SUSTAINED BY THE VENUE BY REASON OF LICENSEE'S DEFAULT HEREUNDER.

f. In the event that Licensee fails to procure and present the aforesaid insurance, the Venue shall have the right, but not the obligation, to do so on Licensee's behalf and at Licensee's expense and shall be entitled to reimbursement for the costs thereof as part of the License Fee due and payable hereunder.

8. Termination. If either party fails to comply with any of the terms and conditions of this Agreement (including without limitation failure by Licensee to make any payment when due) and such failure is not remedied within 10 days of its receipt of written notice regarding such failure, the other party may terminate this Agreement by written notice, without prejudice to any other legal rights or remedies such other party may have. Notwithstanding the foregoing, in no event shall the Venue be liable for any special, consequential, indirect, or punitive damages.

9. Compliance with Laws and Facility Rules. Licensee shall comply with, and shall cause all of its employees, contractors, participants and invitees to comply with, all laws, regulations, and ordinances applicable to it in connection with its performance under this Agreement as well as all rules and regulations regarding the use of the Facility ("Compliance Obligations"). These Compliance Obligations include, without limitation, compliance with all laws, regulations, ordinances and Facility rules implemented to reduce the risk of transmission of COVID-19. Unless otherwise expressly stated herein, any items or services provided by the Venue to Licensee to assist Licensee in performing its Compliance Obligations shall be the sole responsibility of Licensee and reimbursable to the Venue in accordance with Section 3.

10. Use of the Facility.

a. Licensee shall not, without the Venue's prior written consent, sell or bring into the Facility any equipment, food or beverages or any other items, or engage in any commercial or fund-raising activity.

b. Licensee shall use the Facility in a safe and careful manner. Licensee shall not (and shall ensure that its employees, agents and contractors do not) mar, deface or injure any part of the Facility. Upon expiration of the Term, Licensee shall deliver the Facility in as good condition and repair and in the condition received at the beginning of the Term, normal wear and tear excepted. Licensee must fully comply with the fire code of the jurisdiction where the Facility is located and all rules and standards of the local fire department, which may require securing a license or permit to conduct certain activities contemplated under this Agreement. Use of combustible material is forbidden. Licensee shall not (and shall ensure that its employees, agents and contractors do not) cover or conceal in any manner whatsoever from public view or access the fire-fighting equipment in the Facility, such as fire extinguishers and fire hose cabinets and exits.

c. The use of the Facility shall be coordinated with a designated representative of the Venue, who shall have the right to be present at and supervise Licensee's activities. Licensee shall follow any and all reasonable instructions of the Venue's representative. General guidelines include using the Venue for organized athletic activity only, unless permitted otherwise, using the Venue only during the agreed upon dates and times, and prohibiting any unsportsmanlike conduct from coaches, parents, athletes. The Venue does not relinquish the right to control the management of the Facility by virtue of Licensee's use. The Venue shall at all times have the right to limit the number of people attending the Event for the purpose of ensuring the safety of people and property at the Facility. If, in the sole judgment of the Venue, Licensee's or its guests' or invitees' use of the Facility poses a danger to the safety of others, or a risk of damage to the Facility or any property, the Venue may eject people from the Facility as it sees fit, restrict Licensee's activities at the Facility or time period of use, and/or cancel the Event and terminate this Agreement.

11. Force Majeure. Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure shall render the fulfillment of this Agreement by the Venue impracticable, this Agreement shall terminate and the Venue shall not be liable or responsible to Licensee for any damage or loss caused thereby. In such event, and provided that such casualty loss of Event of Force Majeure was not caused by an act or omission of Licensee or its employees, agents, representatives or affiliated parties, the Venue shall return the deposit to Licensee, less any out-of-pocket costs incurred by the Venue in connection with the Event (for which Licensee shall remain liable). Should Licensee be unable to take possession of the Facility or present the Event due to an Event of Force Majeure, without limiting the terms of the preceding two sentences, neither the Venue nor Licensee shall have any liability under the Agreement and Licensee, as its sole remedy and relief, shall receive a refund of any uncommitted or cancelable advance payments with the exception of the deposit, which is nonrefundable. "Event of Force Majeure" means any occurrence or condition beyond the reasonable control of the party asserting it that prevents such party from performing its obligations under this Agreement and may include, without limitation, fire, earthquake, flood, act of God, strike, lockout or other labor dispute; provided, however, that under no circumstances shall the monetary inability of a party to perform be considered an Event of Force Majeure.

12. Governing Law and Venue. This Agreement is governed by and is to be construed in accordance with the internal laws of state or commonwealth where the Facility is located, without regard to such state's or commonwealth's conflict of laws principles. Any action arising out of or in connection with this Agreement or the conduct, or acts of the parties hereunder shall be brought in the federal or state courts located in the city or county where the Facility is located, and the parties submit to the exclusive jurisdiction of those courts and consent to the venue in those courts.

13. Miscellaneous. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior agreements, understanding or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by both parties. No waiver shall be effective unless it is in writing and is signed by the party to be charged. Licensee shall not assign or transfer this Agreement in whole or in part without the prior written consent of the Venue. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. This Agreement may be executed in any number of counterparts (including by .pdf), each of which will be deemed an original, but all of which taken together shall constitute one single agreement.

Global Spectrum, L.P., as agent on behalf of
ArenaCo:

By: _____
Name: Michael Rooney
Title: Facility Director

Licensee:

By: _____
Name: _____
Title: _____



CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brummel Madsen Insurance 318 Main Street Cedar Falls, IA 50613	CONTACT NAME: Lynn Kimble	
	PHONE (A/C, No, Ext): (319) 553-0096	FAX (A/C, No): (319) 277-2429
INSURED Cedar Falls Community School District 1002 W First Street Cedar Falls, IA 50613	E-MAIL ADDRESS: lkimble@truenorthcompanies.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Employers Mutual Casualty Company	21415
	INSURER B: Accident Fund National Insurance Company	12305
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGEs

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		X	9D41108	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 2,000,000	
							DAMAGE TO RENTED PREMISES (EA occurrence)	\$ 300,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 2,000,000	
							GENERAL AGGREGATE	\$ 4,000,000	
							PRODUCTS - COMP/OP AGG	\$ 4,000,000	
								\$	
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC								
	OTHER:								
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			9E41108	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (EA accident)	\$ 2,000,000	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			9J41108	7/1/2025	7/1/2026	EACH OCCURRENCE	\$ 3,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						AGGREGATE	\$	
							Personal & Adve	\$ 3,000,000	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UHWCP10003230704	7/1/2025	7/1/2026	X PER STATUTE	OTH-ER	
							E.L. EACH ACCIDENT	\$ 500,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000	
							E.L. DISEASE - POLICY LIMIT	\$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2026 East vs West Volleyball Showdown, Saturday, October 3, 2026. 12+ Team IGHSAU Volleyball tournament Invitational at GreenState Family Fieldhouse in Coralville, IA.

Certificate Holder is additional insured on the General Liability. Coverage is Primary and Non-contributory. 30 days notice of cancellation is afforded.

CERTIFICATE HOLDER

CANCELLATION

Global Spectrum, LP On Behalf of ArenaCo GreenState Family Fieldhouse 200 E 9th St., Suite #100 Coralville, IA 52241	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE