

Field Partner Agreement

Baab Sport LLC

Effective Date: January 6, 2026

Version: 1.0

This Field Partner Agreement ("Agreement") is entered into between Baab Sport LLC, a Pennsylvania limited liability company ("Baab Sport," "Company," "we," "us," or "our"), and the sports facility owner or authorized representative ("Partner," "Venue," "you," or "your") who registers to list their facility on the Baab Sport platform.

By completing the Partner registration process, listing your facility on our platform, or accepting bookings through Baab Sport, you acknowledge that you have read, understood, and agree to be bound by this Agreement in its entirety.

1. Definitions

- "Platform" means the Baab Sport mobile application, website, partner dashboard, and all related services.
- "Facility" or "Field" means any sports venue, court, field, or playing surface listed by Partner on the Platform.
- "Booking" means a reservation made by a User for use of Partner's Facility through the Platform.
- "User" means any individual who uses the Platform to book Facilities, including Players and Captains.
- "Commission" means the percentage fee retained by Baab Sport from each Booking transaction.
- "Listing" means the Partner's Facility profile on the Platform, including descriptions, photos, pricing, and availability.
- "Payout" means the transfer of funds from Baab Sport to Partner for completed Bookings.

2. Partner Eligibility & Registration

2.1 Eligibility Requirements

To become a Baab Sport Partner, you must:

- Be at least 18 years of age or the age of legal majority in your jurisdiction
- Have legal authority to enter into binding contracts
- Own, lease, or have authorization to commercially operate the Facility
- Possess all required business licenses, permits, and insurance
- Comply with all applicable local, state, and federal laws
- Have a valid U.S. bank account for receiving Payouts

2.2 Registration Process

Partner registration requires:

- Completing the online Partner application form
- Providing accurate business and contact information

- Submitting Facility details, photos, and pricing
- Agreeing to this Agreement and our Privacy Policy
- Passing our verification process (which may include site visits)
- Setting up payment information through our payment processor (Stripe)

2.3 Verification & Approval

Baab Sport reserves the right to approve or reject any Partner application at our sole discretion. We may request additional documentation, conduct background checks, or require facility inspections before approval. Approval of your application does not guarantee continued partnership.

3. Partner Obligations

3.1 Listing Accuracy

Partner agrees to:

- Provide accurate, complete, and current information about your Facility
- Upload high-quality, recent photographs that accurately represent the Facility
- Clearly describe amenities, equipment, surface type, dimensions, and any limitations
- Update Listings promptly when any information changes
- Not misrepresent the quality, condition, or features of the Facility

3.2 Availability Management

Partner is responsible for:

- Maintaining accurate, real-time availability in the Partner dashboard
- Blocking dates/times for maintenance, private events, or other commitments
- Honoring all confirmed Bookings made through the Platform
- Providing at least 48 hours notice for any necessary availability changes
- Not double-booking Facilities or accepting conflicting reservations

3.3 Facility Standards

Partner commits to maintaining:

- Safe playing conditions at all times
- Clean, well-maintained facilities and equipment
- Adequate lighting for the times listed as available
- Functional amenities as advertised (restrooms, parking, etc.)
- Compliance with all health and safety regulations
- Accessibility accommodations as required by law (ADA compliance)

3.4 User Experience

Partner agrees to:

- Treat all Users with respect and professionalism

- Provide access to the Facility at the booked times
- Have staff available to address issues during booked sessions
- Respond to User inquiries within 24 hours
- Not discriminate against Users based on protected characteristics

4. Pricing, Commission & Payments

4.1 Pricing

- Partner sets their own hourly rates for each Facility and time slot
- Prices displayed to Users include Baab Sport's service fee
- Partner may set different rates for peak/off-peak hours, weekdays/weekends
- Price changes take effect for new Bookings only, not existing reservations
- Baab Sport reserves the right to offer promotional discounts (Partner will be notified)

4.2 Commission Structure

Standard Commission Rate: 5%

For each completed Booking:

User pays: Listed Price + Service Fee

Baab Sport retains: 5% of Listed Price as Commission

Partner receives: 95% of Listed Price as Payout

* Commission rates may vary based on partnership tier, volume, or special agreements. Any variations will be documented in writing.

4.3 Payout Schedule

- Payouts are processed weekly, every Monday
- Payouts include all completed Bookings from the previous week (Monday-Sunday)
- Funds typically arrive within 2-5 business days after processing
- Minimum payout threshold: \$25.00 (balances below this roll over)
- Payouts are made via direct deposit to Partner's registered bank account

4.4 Payment Processing

- All payments are processed through Stripe, our third-party payment processor
- Partner must maintain accurate, up-to-date banking information
- Partner is responsible for any fees charged by their bank for receiving transfers
- Baab Sport is not responsible for delays caused by banking institutions

4.5 Taxes

- Partner is solely responsible for all applicable taxes on income earned through the Platform
- Baab Sport will provide a 1099-K form for Partners meeting IRS thresholds
- Partner agrees to provide accurate tax information (W-9) upon request

- Baab Sport does not provide tax advice; consult a tax professional

5. Cancellations & Refunds

5.1 User Cancellations

When Users cancel Bookings:

- 24+ hours before: User receives full refund; Partner receives no payment
- 12-24 hours before: User receives 50% refund; Partner receives 50% payment
- Less than 12 hours: No refund; Partner receives full payment
- No-shows: Partner receives full payment

5.2 Partner Cancellations

If Partner cancels a confirmed Booking:

- User receives a full refund regardless of timing
- Partner receives no payment for the cancelled Booking
- Frequent cancellations may result in penalties or account suspension
- Partner must provide reason for cancellation

5.3 Weather & Force Majeure

- For outdoor Facilities, weather-related cancellations must be communicated ASAP
- If Partner closes due to weather, Users receive full refunds
- Partner should clearly state their weather policy in their Listing
- Force majeure events (natural disasters, government orders) will be handled case-by-case

6. Insurance & Liability

6.1 Required Insurance

Partner must maintain at minimum:

- General Liability Insurance: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Property Insurance: Adequate coverage for Facility and equipment
- Workers' Compensation: As required by state law (if applicable)

Upon request, Partner must provide certificates of insurance naming Baab Sport LLC as an additional insured party.

6.2 Liability Allocation

- Partner is responsible for: Injuries, accidents, or damages occurring at the Facility due to unsafe conditions, equipment failure, or Partner negligence
- Baab Sport is responsible for: Platform functionality and payment processing
- Users are responsible for: Their own conduct, injuries from normal sports activities, and damage they cause to Facilities

6.3 Indemnification

Partner agrees to indemnify, defend, and hold harmless Baab Sport, its officers, directors, employees, and agents from any claims, damages, losses, or expenses (including attorney's fees) arising from:

- Partner's breach of this Agreement
- Injuries or accidents at Partner's Facility
- Partner's violation of any laws or regulations
- Disputes with Users related to Facility conditions
- Any misrepresentation in Partner's Listing

7. Intellectual Property

7.1 Partner Content License

By uploading photos, descriptions, logos, or other content to the Platform, Partner grants Baab Sport a non-exclusive, worldwide, royalty-free license to use, display, reproduce, and distribute such content for the purposes of:

- Displaying Partner's Listing on the Platform
- Marketing and promoting the Platform
- Social media and advertising campaigns
- Press releases and media coverage

7.2 Baab Sport Trademarks

Partner may use Baab Sport's name, logo, and trademarks solely to indicate partnership status, subject to our brand guidelines. Partner may not:

- Modify or alter Baab Sport trademarks
- Use trademarks in a way that implies endorsement beyond the partnership
- Register any confusingly similar marks

8. Data & Privacy

8.1 Data Collection

Baab Sport collects and processes:

- Partner business information (name, address, contact details)
- Banking and tax information for Payouts
- Facility data (photos, descriptions, pricing, availability)
- Booking and transaction data
- User reviews and ratings of Partner's Facility

8.2 Data Use

Partner's data is used to:

- Facilitate Bookings and process payments

- Improve Platform functionality and User experience
- Provide analytics and insights to Partner
- Communicate about the Platform and partnership
- Comply with legal obligations

8.3 User Data

Partner may receive limited User information necessary for Bookings (name, booking time).

Partner agrees to:

- Use User data only for fulfilling Bookings
- Not contact Users for marketing without their consent
- Not sell, share, or misuse User data
- Comply with all applicable privacy laws

9. Term & Termination

9.1 Term

This Agreement begins upon Partner approval and continues until terminated by either party.

9.2 Termination by Partner

Partner may terminate this Agreement at any time by:

- Providing 30 days written notice to Baab Sport
- Completing or cancelling all pending Bookings
- Deactivating Listings through the Partner dashboard

9.3 Termination by Baab Sport

Baab Sport may terminate this Agreement:

- Immediately for material breach, fraud, or illegal activity
- With 30 days notice for any other reason
- Immediately if Partner's average rating falls below 3.0 stars after 10+ reviews
- Immediately for repeated cancellations (more than 3 in 30 days)

9.4 Effect of Termination

Upon termination:

- Partner's Listings will be deactivated immediately
- Pending Bookings will be honored or cancelled with full User refunds
- Final Payouts will be processed within 30 days (less any deductions)
- Partner must cease using Baab Sport trademarks
- Sections on liability, indemnification, and dispute resolution survive termination

10. Dispute Resolution

10.1 Informal Resolution

Before initiating formal proceedings, parties agree to attempt good-faith negotiations for at least 30 days. Contact: partners@baabsport.com

10.2 Arbitration

Any dispute not resolved informally shall be settled by binding arbitration in accordance with the rules of the American Arbitration Association. Arbitration will be conducted in Pittsburgh, Pennsylvania. Each party bears their own costs, with arbitrator fees split equally.

10.3 Governing Law

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of law principles.

11. General Provisions

11.1 Independent Contractor

Partner is an independent contractor, not an employee, agent, or franchisee of Baab Sport. Nothing in this Agreement creates a partnership, joint venture, or employment relationship.

11.2 Non-Exclusivity

This Agreement is non-exclusive. Partner may list Facilities on other platforms, and Baab Sport may partner with competing venues. However, Partner must ensure availability accuracy across all platforms.

11.3 Modifications

Baab Sport may modify this Agreement with 30 days notice via email or Partner dashboard notification. Continued use of the Platform after modifications constitutes acceptance. Material changes require affirmative consent.

11.4 Severability

If any provision is found unenforceable, the remaining provisions continue in full force. The unenforceable provision will be modified to the minimum extent necessary.

11.5 Entire Agreement

This Agreement, together with the Privacy Policy, constitutes the entire agreement between Partner and Baab Sport regarding the subject matter herein, superseding all prior negotiations, representations, or agreements.

12. Contact Information

Baab Sport LLC

Partner Relations

Email: partners@baabsport.com

General Support: support@baabsport.com

Pittsburgh, Pennsylvania, United States

Acknowledgment

By registering as a Baab Sport Partner, you acknowledge that you have read this Agreement in its entirety, understand its terms, and agree to be legally bound by it. You confirm that you have the authority to enter into this Agreement on behalf of the Facility owner.