



## 2016 Off-Season Event Agreement

Date of this Agreement: \_\_\_\_\_

Borrower Full Legal Name: \_\_\_\_\_

Borrower Address: \_\_\_\_\_

Loaned Equipment (check one):

\_\_\_ Playing Field Without Electronics (value: \$45,000)

\_\_\_ Playing Field with Electronics (value: \$173,500)

Pick-up Date: \_\_\_\_\_

Pick-up Location: \_\_\_\_\_

Return Date: \_\_\_\_\_

Return Location: \_\_\_\_\_

Use Location: \_\_\_\_\_

This Agreement sets forth the terms under which the Borrower identified above has agreed to borrow, and United States Foundation for Inspiration and Recognition of Science and Technology, 200 Bedford St., Manchester, NH 03101, ("FIRST") has agreed to loan, the "Loaned Equipment" identified above.

1. **Transportation.** Borrower shall be responsible for transportation of the Loaned Equipment from the Pick-up Location and back to the Return Location. Borrower (or its carrier) shall pick-up the Loaned Equipment from FIRST at the Pick-up Location stated above on or about the Pick-up Date stated above, with the precise date and time of pick-up to be determined by agreement of FIRST and Borrower. After use as described below, Borrower shall re-package the Loaned Equipment in the same packaging as when picked up and Borrower shall return the re-packaged Loaned Equipment to the Return Location stated above on or before the Return Date stated above, time being of the essence, the Loaned Equipment and packaging to then be in the same condition as when picked-up by Borrower (or its carrier).
2. **Loss/Damage Responsibility.** Borrower shall be fully responsible for any and all loss of or damage to the Loaned Equipment or packaging that occurs between pick-up from the Pick-up Location and return to the Return Location. FIRST shall inspect the Loaned Equipment and packaging after return and shall invoice Borrower for the cost to replace or repair any loss or damage. Borrower shall pay FIRST's invoice within ten days.
3. **Allowed use:**
  - a. Borrower shall assemble and disassemble the Loaned Equipment in accordance with FIRST's instructions.
  - b. Borrower shall package and ship the Loaned Equipment in accordance with FIRST's instructions.
  - c. Borrower shall use the Loaned Equipment only for the use for which it was designed, i.e. robotics competition, at the Use Location stated above. Borrower shall adequately monitor and supervise all such use. Borrower shall comply with FIRST's Safety Manual ([http://www.usfirst.org/uploadedFiles/Community/FRC/Team\\_Resources/Team\\_Resources\\_Assets/FRC\\_Team\\_Safety\\_Manual.pdf](http://www.usfirst.org/uploadedFiles/Community/FRC/Team_Resources/Team_Resources_Assets/FRC_Team_Safety_Manual.pdf)).
  - d. Unless FIRST gives prior written permission, Borrower shall not conduct or promote, in any way, at the event at which the Loaned Equipment is used any robotics competition that is not a FIRST program. Unless FIRST gives prior written permission, Borrower shall not use the Loaned Equipment at any event or in any facility at which any other party is then conducting or promoting any robotics competition that is not a FIRST program.
4. **Hold Harmless.** Borrower shall indemnify FIRST against and hold FIRST harmless from all claims (for death, bodily injury, and/or property damage), loss, cost or other damage (including



without limitation attorney's fees) arising out of, or in any way related to, Borrower's use of the Loaned Equipment.

5. **No Warranty.** *FIRST* makes no warranty, express or implied, to Borrower regarding the Loaned Equipment. Borrower shall promptly notify *FIRST* of any malfunction of, or damage to, the Loaned Equipment. *FIRST* shall make reasonable efforts to attempt to assist Borrower to address any malfunction, but *FIRST* shall have no liability to Borrower because of any malfunction or other dissatisfaction of Borrower with the Loaned Equipment.
6. **Insurance.** Borrower shall obtain and maintain insurance (from the Pick-up Date until the actual Return Date) as follows:
  - a. Property damage insurance insuring the Loaned Equipment against loss or damage in not less than the value stated above;
  - b. Liability insurance on an occurrence basis with limits not less than \$1,000,000 insuring against bodily injury and property damage arising out of Borrower's use of the Loaned Equipment.
  - c. *FIRST* shall be named as an additional insured on all such insurance. Before Borrower picks up the Loaned Equipment, Borrower shall cause Borrower's insurance agent to deliver a Certificate of Insurance to *FIRST* certifying that such insurance is in place.
7. **Entire Agreement.** This Agreement states the entire agreement between the parties relating to the subject matter hereof and may only be amended by a written agreement signed by the parties. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the other party and that this Agreement is not being entered into on the basis of or in reliance on any promise or representation, express or implied, concerning the subject matter hereof other than those which are set forth expressly in this Agreement.
8. **No Assign.** Neither party shall assign its rights or obligations under this Agreement without the consent of the other party.
9. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The Arbitration shall take place in Manchester, NH. The Arbitrator's decision shall be final, and no party may take any action, judicial or administrative, to overturn this decision. The judgment rendered by the Arbitrator may be entered in any court having jurisdiction thereof.
10. **Governing Law.** New Hampshire law governs this Agreement.

IN WITNESS WHEREOF *FIRST* and Borrower have signed this Agreement.

Borrower	United States Foundation for Inspiration and Recognition of Science and Technology
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: