



2023 *FIRST*® California Robotics FRC Off-Season Event Agreement

Host Organization Legal Name: _____

Host Organization EIN: _____

Host Organization Address: _____

Rented Equipment (check all that apply):

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

Set of Game Specifics Parts to Mate with Field Perimeter (value \$40,000)

Set of Electronics (FMS) (value \$90,000)

(ALL) Playing Field with Electronics & Game Specifics (value: \$175,000)

Delivery Date: _____ Delivery Location: _____

Pick-up Date: _____ Use Location: _____

This Agreement sets forth the terms under which the Host Organization identified above has agreed to be the renter of, and *FIRST* California Robotics, P.O. Box 417003, Sacramento, CA 95841, the rentee of the “Rented Equipment” identified above.

1. **Rental Payment.** The rental fee is \$3000 and covers the rented equipment, transportation (shipping) to and from host site and field/game consumables. Payment must be made to secure the field rental within 30 days of initial rental approval. Payments in the form of a check should be made to ‘*FIRST* California Robotics’, P.O. Box 417003, Sacramento, CA 95842. Please contact *FIRST* California Robotics to discuss other payment options if desired.
2. **Transportation.** Host Organization shall be responsible for coordinating with *FIRST* California Robotics for delivery of the Rented Equipment to and from the event venue. Host Organization (or its carrier) shall provide the date and exact location of the delivery/pick-up of the Rented Equipment & on-site contact for the venue. After use as described below, Host Organization shall re-package the Loaned Equipment in the same packaging as when delivered before the above scheduled Pick-up Date. The Rented Equipment and packaging will be in the same condition as when delivered by *FIRST* California Robotics.
3. **Loss/Damage Responsibility.** Host Organization shall be fully responsible for any and all loss of or damage to the Rented Equipment or packaging that occurs between delivery and pick-up at the event Location. *FIRST* California Robotics shall inspect the Rented Equipment and packaging after return and shall invoice Host Organization for the cost to replace or repair any loss or damage. Host Organization shall pay *FIRST* California Robotics’ invoice within 10 days.
4. **Allowed use:**
 - a. Host Organization shall assemble and disassemble the Rented Equipment in accordance with *FIRST*’s instructions.
 - b. Host Organization shall package and ship the Rented Equipment in accordance with *FIRST*’s instructions.
 - c. Host Organization shall use the Rented Equipment only for the use for which it was designed, i.e. robotics competition, at the Use Location stated above. Host Organization shall adequately monitor and supervise all such use and shall comply with any additional safety instructions provided by *FIRST*. Host Organization shall ensure all participating team members comply with *FIRST*’s Safety Manual (<https://www.firstinspires.org/resource-library/frc/safety-manual>).



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- d. Unless *FIRST* California Robotics gives prior written permission, Host Organization shall not conduct or promote, in any way, at the event at which the Rented Equipment is used any robotics competition that is not a *FIRST* program. Unless *FIRST* California Robotics gives prior written permission, Host Organization shall not use the Rented 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.
5. **COVID-19 Protocol.** Host Organization shall plan and conduct the event at which the Rented Equipment is used in compliance with all federal, state, and local government COVID-19 guidance applicable to the location of the event.
6. **Youth Protection.** The Host Organization shall protect event participants using youth protection measures as described in *FIRST*'s Youth Protection Program Guide (<https://www.firstinspires.org/sites/default/files/uploads/about/FIRST-YPP-ProgramGuide.pdf>), as applicable to the event at which the Loaned Equipment is used.
7. **Right to Cancel.** In emergencies and other extraordinary situations (such as, for example, threats to health and safety), *FIRST* California Robotics may, at the discretion of *FIRST* California Robotics and without liability to Host Organization, require changes related to use of the Rented Equipment, including, without limitation, requiring early return of the Rented Equipment. Host Organization shall make all reasonable efforts to comply with such requirements.
8. **Data Protection.** Host Organization shall comply with all laws and regulations applicable to collection, use, and storage of personal data, including but not limited to personal information such as name, address, date of birth, email address, phone number, images including photos and video (including livestreaming and broadcasts). Host Organization shall obtain consent to collect, process and use the personal data from a parent/guardian in the cases of minors, or the data subject if 18 or over. *FIRST* Consent and Release forms do not cover Off-Season Events.
9. **Taxes.** Host Organization shall comply with all federal, state, and local tax laws and regulations related to the event at which the Rented Equipment is used.
10. **Hold Harmless.** Host Organization shall indemnify *FIRST* & *FIRST* California Robotics against and hold *FIRST* & *FIRST* California Robotics 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, Host Organization's use of the Rented Equipment or any Host Organization breach of this Agreement.
11. **No Warranty.** *FIRST* & *FIRST* California Robotics makes no warranty, express or implied, to Host Organization regarding the Rented Equipment. Host Organization shall promptly notify *FIRST* California Robotics of any malfunction of, or damage to, the Rented Equipment. *FIRST* California Robotics shall make reasonable efforts to attempt to assist Host Organization to address any malfunction, but *FIRST* California Robotics shall have no liability to Host Organization because of any malfunction or other dissatisfaction of Host Organization with the Rented Equipment.
12. **Insurance.** Host Organization shall obtain and maintain insurance (from the Delivery Date until the actual Pick-up 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 Host Organization's use of the Loaned Equipment.
 - c. '*FIRST* California Robotics' shall be named as an additional insured on all such insurance. Before Host Organization picks up the Rented Equipment, Host Organization shall cause Host Organization's insurance agent to deliver a Certificate of Insurance (COI) to *FIRST* California Robotics certifying that such insurance is in place.



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13. **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.

14. **No Assign.** Neither party shall assign its rights or obligations under this Agreement without the consent of the other party.

15. **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 San Diego, CA. 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.

16. **Governing Law.** California law governs this Agreement.

IN WITNESS WHEREOF *FIRST* California Robotics and Host Organization have signed this Agreement.

Authorized Signatory for Host Organization (provide name)	FIRST California Robotics
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: