



## 2021 *FIRST*® Robotics Competition Off-Season Event Agreement

Host Organization Legal Name: \_\_\_\_\_

Host Organization EIN: \_\_\_\_\_

Host Organization Address: \_\_\_\_\_

Loaned Equipment (check one):

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

Set of Game Specifics Parts to Mate with Field Perimeter (value \$32,000)

Set of Electronics (FMS) (value \$100,000)

Playing Field with Electronics & Game Specifics (value: \$177,000)

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

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

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

This Agreement sets forth the terms under which the Host Organization identified above has agreed to borrow, and FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY (*FIRST*), 200 Bedford St., Manchester, NH 03101, ("*FIRST*") has agreed to loan, the "Loaned Equipment" identified above.

1. **Transportation.** Host Organization shall be responsible for transportation of the Loaned Equipment from the Pick-up Location and back to the Return Location. Host Organization (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 Host Organization. After use as described below, Host Organization shall re-package the Loaned Equipment in the same packaging as when picked up and Host Organization 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 Host Organization (or its carrier).
2. **Loss/Damage Responsibility.** Host Organization 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 Host Organization for the cost to replace or repair any loss or damage. Host Organization shall pay *FIRST*'s invoice within ten days.
3. **Allowed use:**
  - a. Host Organization shall assemble and disassemble the Loaned Equipment in accordance with *FIRST*'s instructions.
  - b. Host Organization shall package and ship the Loaned Equipment in accordance with *FIRST*'s instructions.
  - c. Host Organization shall use the Loaned 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>).

**FOR INSPIRATION & RECOGNITION OF SCIENCE & TECHNOLOGY**

200 Bedford Street ■ Manchester, NH 03101 ■ 800.871.8326 603.666.3906

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- d. Unless *FIRST* gives prior written permission, Host Organization 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, Host Organization 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. **COVID-19 Protocol.** Host Organization shall plan and conduct the event at which the Loaned Equipment is used in compliance with all federal, state, and local government COVID-19 guidance applicable to the location of the event.
5. **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.
6. **Right to Cancel.** In emergencies and other extraordinary situations (such as, for example, threats to health and safety), *FIRST* may, at the discretion of *FIRST* and without liability to Host Organization, require changes related to use of the Loaned Equipment, including, without limitation, requiring early return of the Loaned Equipment. Host Organization shall make all reasonable efforts to comply with such requirements.
7. **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.
8. **Taxes.** Host Organization shall comply with all federal, state, and local tax laws and regulations related to the event at which the Loaned Equipment is used.
9. **Hold Harmless.** Host Organization 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, Host Organization's use of the Loaned Equipment or any Host Organization breach of this Agreement.
10. **No Warranty.** *FIRST* makes no warranty, express or implied, to Host Organization regarding the Loaned Equipment. Host Organization shall promptly notify *FIRST* of any malfunction of, or damage to, the Loaned Equipment. *FIRST* shall make reasonable efforts to attempt to assist Host Organization to address any malfunction, but *FIRST* shall have no liability to Host Organization because of any malfunction or other dissatisfaction of Host Organization with the Loaned Equipment.
11. **Insurance.** Host Organization 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 Host Organization's use of the Loaned Equipment.
  - c. *FIRST* shall be named as an additional insured on all such insurance. Before Host Organization picks up the Loaned Equipment, Host Organization shall cause Host Organization's insurance agent to deliver a Certificate of Insurance to *FIRST* certifying that such insurance is in place.

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12. **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.
13. **No Assign.** Neither party shall assign its rights or obligations under this Agreement without the consent of the other party.
14. **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.
15. **Governing Law.** New Hampshire law governs this Agreement.

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

Authorized Signatory for Host Organization	FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY ( <i>FIRST</i> )
By:	By:
Name:	Name:
Title:	Title:
Date:	Date: