

## Equipment Rental Agreement

Helmet Tag # \_\_\_\_\_  
Pad Tag # \_\_\_\_\_  
LCCPW Registered: \_\_\_\_\_

This Equipment Rental Agreement (“Agreement”) is entered into by and between the parties, Stampede Elite Youth, a California entity, (Lessor), on the one hand, and \_\_\_\_\_ (Lessee), on the other, in San Diego, California as of March 1, 2023 (“Effective Date”).

**IN CONSIDERATION OF** the mutual covenants and promises in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Lessor leases the Equipment to the Lessee, and the Lessee leases the Equipment from the Lessor on the following terms:

### **Definitions**

1. The following definitions are used but not otherwise defined in this Agreement:
  - a. "Casualty Value" means the market value of the Equipment at the end of the Term or when in relation to a Total Loss, the market value the Equipment would have had at the end of the Term but for the Total Loss. The Casualty Value may be less than but will not be more than the original purchase price of the Equipment.
  - b. "Equipment" or “Kit” means Youth Football Helmets & Shoulder Pads which has an approximate value of \$500.00 for each individually issued Kit.
  - c. "Total Loss" means any loss or damage that is not repairable or that would cost more to repair than the market value of the Equipment.

### **Lease & Term**

2. \_\_\_\_\_ The Lessor agrees to lease the Equipment to the Lessee, and the Lessee agrees to lease the Equipment from the Lessor in accordance with the terms set out in this Agreement. The Agreement commences on March 13, 2023 and will continue until June 15, 2023 (the "Term").

The lease payment will be paid, no later than March 13, 2023 and will be calculated by the following formula: Lessee will pay Lessor \$125.00 per Kit per Term under this Agreement.

**Deposit**

3. Lessee will pay Lessor \$500.00 per Kit as a refundable deposit (the “Deposit”), which will be secured by the Lessee's credit card account. Return of the Lessee's deposit will not be unreasonable delayed or withheld if Lessee returns all rented equipment.

**Use of Equipment**

4. The Lessee will use the Equipment in a good and careful manner and will comply with all of the manufacturer's requirements and recommendations respecting the Equipment and with any applicable law, whether local, state or federal respecting the use of the Equipment, including, but not limited to, environmental and copyright law. The Lessee will use the Equipment for the purpose for which it was designed and not for any other purpose. Unless the Lessee obtains the prior written consent of the Lessor, the Lessee will not alter, modify or attach anything to the Equipment unless the alteration, modification or attachment is easily removable without damaging the functional capabilities or economic value of the Equipment.

### **Repair and Maintenance of Equipment**

5. The Lessee will, at the Lessee's own expense, keep the Equipment in good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessee will supply all parts that are necessary to keep the Equipment in such a state. If the Equipment is not in good repair, appearance and condition when it is returned to the Lessor, the Lessor may make such repairs or may cause such repairs to be made as are necessary to put the Equipment in a state of good repair, appearance and condition, normal and reasonable wear and tear excepted. The Lessor will make the said repairs within a reasonable time of taking possession of the Equipment and will give the Lessee written notice of and invoices for the said repairs. Upon receipt of such invoices, the Lessee will immediately reimburse the Lessor for the actual expense of those repairs. The Lessee may, but is not obligated to, enforce any warranty that the Lessor has against the supplier or manufacturer of the Equipment. The Lessee will enforce such warranty or indemnity in its own name and at its own expense.

### **Warranties**

6. The Equipment is being delivered by Lessor and shall be accepted by Lessee in "As Is" condition as is commonly understood under California law.

### **Loss and Damage**

7. To the fullest extent permitted by law, the Lessee will be responsible for risk of loss, theft, damage or destruction to the Equipment from any and every cause. If the Equipment is lost or damaged, the Lessee will continue paying the lease payment, and will provide the Lessor with prompt written notice of such loss or damage and will, if the Equipment is repairable, put or cause the Equipment to be put in a state of good repair, appearance and condition. In the event of Total Loss of the Equipment, the Lessee will provide the Lessor with prompt written notice of such loss and will pay to the Lessor all unpaid lease payments for the Term plus the Casualty Value of the Equipment, at which point ownership of the Equipment passes to the

Lessee.

### **Ownership, Right to Lease and Quiet Enjoyment**

8. The Equipment is the property of the Lessor and will remain the property of the Lessor. The Lessee will not encumber the Equipment or allow the Equipment to be encumbered or pledge the Equipment as security in any manner. The Lessor warrants that the Lessor has the right to lease the Equipment according to the terms in this Agreement. The Lessor warrants that as long as no Event of Default has occurred, the Lessor will not disturb the Lessee quiet and peaceful possession of the Equipment or the Lessee's unrestricted use of the Equipment for the purpose for which the Equipment was designed.

### **Surrender**

9. At the end of the Term or upon earlier termination of this Agreement, the Lessee will return the Equipment at the Lessee's cost, expense and risk to the Lessor by delivering the Equipment to a location to be determined by Lessor. If the Lessee fails to return the Equipment to the Lessor at the end of the Term or any earlier termination of this Agreement, the Lessee will pay to the Lessor any unpaid lease payments for the Term plus the Casualty Value of the Equipment plus 10% of the Casualty Value, at which point ownership of the Equipment will pass to the Lessee.

### **Indemnity**

10. The Lessee will indemnify and hold harmless the Lessor, and all of its affiliates, agents, and other representatives including but not limited to its affiliate, Pop Warner Little Scholars, La Costa Canyon Pop Warner, its Board of Directors, any agents, representatives, staff or any other persons or related to it from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Lessee's use of the Equipment.

### **Default**

11. The occurrence of any one or more of the following events will constitute an event of default ("Event of Default") under this Agreement:
  - a. The Lessee fails to pay any amount provided for in this Agreement when such amount is due or otherwise breaches the Lessee's obligations under this Agreement

A writ of attachment or execution is levied on the Equipment and is not released or satisfied within 10 days.

**Remedies**

12. On the occurrence of an Event of Default, the Lessor will be entitled to pursue any one or more of the following remedies (the "Remedies"):
  - a. Declare the entire amount of the lease payments for the Term immediately due and payable without notice or demand to the Lessee.
  - b. Apply the Deposit toward any amount owing to the Lessor.
  - c. Commence legal proceedings to recover the lease payments and other obligations accrued before and after the Event of Default.
  - d. Take possession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Lessee waives any and all damage occasioned by such taking of possession.
  - e. Terminate this Agreement immediately upon written notice to the Lessee.
  - f. Pursue any other remedy available in law or equity.

**Assignment**

13. THE LESSEE OR LESSEE WILL NOT ASSIGN THIS AGREEMENT. THE LESSEE'S INTEREST IN THIS AGREEMENT OR THE LESSEE'S INTEREST IN THE EQUIPMENT WITHOUT THE PRIOR WRITTEN CONSENT OF THE LESSOR.

**Additional Documents**

14. Upon written demand by the Lessor, the Lessee will execute and deliver to the Lessor documents required by the Lessor to protect the Lessor's interest in the Equipment including, but not limited to, the documents necessary to file a UCC financing statement.

**Entire Agreement**

15. This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.

**Address for Notice**

16. Service of all notices under this Agreement will be delivered personally or sent by registered mail or courier to the following addresses:

Lessee: \_\_\_\_\_

Parent Name:  
Player Name:  
Address:  
Phone Number:  
Email:

Lessor: Stampede Elite Youth

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Interpretation**

17. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

18. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California (the "State"), without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

19. If there is a conflict between any provision of this Agreement and the applicable legislation of the State of California (the "Act"), the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
20. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Agreement and the remaining provisions had been executed by both Parties subsequent to the expungement of the invalid provision.

**IN WITNESS WHEREOF** the parties execute this Agreement as of Effective

Date. LESSEE

By \_\_\_\_\_

Parent Name:

LESSOR

By \_\_\_\_\_

Stampede Elite Youth