



## Foundation for Community Driven Innovation **FIRST Robotics Competition Field Perimeter Rental Agreement**

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

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

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

Borrower Email: \_\_\_\_\_

Borrower Phone: \_\_\_\_\_

### **Loaned Equipment:**

- *FIRST* Robotics Competition field perimeter and drive stations - \$800
- Carpet - \$300

**Value: \$28,000**

**Please note: FCDI is not affiliated with *FIRST* and does *not* own any game elements or an official field management system. Those must be acquired separately from *FIRST* or Andy Mark. This agreement is for the rental of the field perimeter and carpet only.**

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

Pick-up Location: AMRoC Fab Lab 2149 University Square Mall, Tampa FL 33612

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

Return Location: AMRoC Fab Lab 2149 University Square Mall, Tampa, FL 33612

Dates of Event: \_\_\_\_\_

Address of Event: \_\_\_\_\_

This agreement sets forth the terms under which the Borrower identified above has agreed to borrow, and the Foundation for Community Driven Innovation (FCDI) has agreed to loan, the 'Loaned Equipment' identified above.

### **Cost to Rent Equipment:**

**Perimeter sections only - \$800** \_\_\_\_ (please initial)

**With Carpet - \$1100** \_\_\_\_ (please initial)

**50% deposit required.**

## **Terms of Agreement**

Borrower shall be responsible for:

1. Assisting with dismantling the field at its Pick-up Location in Tampa FL, for which familiarization with assembly of this custom field perimeter is requested. As some field parts and the carpet are much heavier than usual, and wheeled shipping containers are NOT included, it is recommended to have at least four people at the pick-up site to perform the dismantling and truck loading tasks. Dismantling shall be accomplished within 2 days of the pick-up date stated above.
2. Transportation of the Loaned Equipment from the Pick-up Location to the Borrowers event site location. All field parts and carpet must be properly physically secured within the transportation vehicle to avoid damage in route to and from the Borrowers location(s).
3. Assembly and disassembly of the field at the Borrowers event site location.
4. Re-package the Loaned Equipment in the same packaging (if any) as when picked up.
5. Return the re-packaged Loaned Equipment to the Return Location stated above on or before the Return Date. The Loaned Equipment and packaging shall be in the same condition as when picked up by Borrower. A late fee of \$200/day will be assessed if the field perimeter is not returned on the agreed upon date.

## **Loss or 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. FCDI shall inspect the Loaned Equipment and packaging after return and shall invoice the Borrower for the cost to replace or repair (at borrower's discretion) any loss or damage. Borrower shall pay FCDI's invoice with ten days of receipt. Any amount due FCDI that is not paid with ten days of receipt will thereafter bear interest until paid at a rate of interest equal to the lesser of 18 percent per annum or the maximum interest rate allowed by applicable law.

## **Allowed Use:**

1. Borrower shall assemble and disassemble the Loaned Equipment in accordance with FCDI Instructions, provided to renter.
2. Borrower shall package and ship the Loaned Equipment in accordance with FCDI Instructions.
3. Borrower shall use the Loaned Equipment only of the use for which it was designed, i.e. robotics competition, at the Event Location stated above. Borrower shall adequately monitor and supervise all such use. Borrower shall comply with *FIRST*'s Safety Manual.

Borrower shall indemnify FCDI against and hold FCDI harmless from all claims (e.g., for death, bodily injury, and/or property damage), loss, cost or other damage including without limitation attorney fees) arising out of, or in any way related to, Borrower's use of the Loaned Equipment.

## **No Warranty:**

FCDI makes no warranty, express or implied, to Borrower regarding the Loaned Equipment. Borrower shall promptly notify FCDI of any malfunction of, or damage to, the Loaded Equipment. FCDI shall make reasonable efforts to attempt to assist Borrower to address any malfunction, but FCDI shall have no liability to Borrower because of any malfunction or other dissatisfaction of Borrower with the Loaned Equipment.

## **Insurance:**

Borrower shall obtain and maintain insurance (from the pick-up date until the actual Return Date) as follows:

1. Property Damage insurance insuring the Loaned Equipment against loss or damage in not less than the value stated above.
2. 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.

3. FCDI shall be named as an additional insured on all such insurance. Before Borrower picks up the Loaned Equipment, Borrower shall provide a Certificate of Insurance to FCDI from their insurance carrier certifying that such insurance coverage is in place.

**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 both 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 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.

**No Assign:**

Neither party shall assign its rights or obligations under this agreement without the consent of the other party.

**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 Tampa, FL. The Arbitrators decision shall be final, and no party may take any action, judicial or administrative, to overturn this decision. The judgement rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

Florida law governs this Agreement.

In Witness Whereof the Foundation for Community Driven Innovation and the Borrower have signed this Agreement:

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Borrower Signature

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Borrower Name (Please print)

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Borrower Title

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Date

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FCDI Representative Signature

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Name (Please print)

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Borrower Title

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Date