



Olympic Archery in Schools Participation Agreement

Easton Sports Development Foundation (herein referred to as "ESDF") is pleased that [_____] (the "School") has chosen to participate in ESDF's Olympic Archery in Schools ("OAS") program (the "Archery Program"), a unique program created and administered by ESDF to promote the sport of archery in our schools. This Agreement sets forth the terms, conditions and obligations for each party's participation in the Archery Program at the School. By executing this Agreement, each party agrees to be bound to and abide by these terms, conditions and obligations.

1. **THE ARCHERY PROGRAM.** For so long as the School meets the conditions set forth in Paragraph 2, below, throughout the Duration of this Agreement as that term is defined herein ESDF shall provide the School, at ESDF's expense, the following:
 - a. Membership in USA Archery ("USAA"), the National Governing Body of the sport of archery in the United States.
 - b. USA Archery Level 1 Instructor training and Certification ("Certification") to one or more teachers or other credentialed staff of the School ("Faculty Members") that desire to become archery instructors to students of the School.
 - c. Upon attainment of Certification by one or more Faculty Members, and so long as one or more Faculty Members holds Certification, membership in Junior Olympic Archery Development ("JOAD") and a Certificate of Insurance issued through USAA in the amount of \$1,000,000 with respect to USAA sanctioned activities and practices (including instruction pursuant to the Archery Program of School students by Faculty Members who hold Certification) during the period indicated in the Insurance Certificate. ESDF shall renew the insurance certificate upon its expiration date subject to the School's continued participation in the Archery Program and non-termination of this Agreement.
 - d. Use of the archery equipment (the "Archery Equipment") as further specified in Appendix A - the equipment order form, which Archery Equipment shall at all times remain the property of ESDF. ESDF may replace the Archery Equipment, at its discretion, at any time. An inventory schedule shall accompany the replacement Archery Equipment, which schedule shall be substituted for Appendix A - the equipment order form.
 - e. Archery Program curricula and such other written and multimedia instructional material as determined by ESDF.
 - f. Written guidelines, rules and regulations (the "Program Guidelines") for the School's participation in the Archery Program, which Program Guidelines ESDF may modify in whole or part from time-to-time at its sole discretion. Any modifications to the Program Guidelines shall become effective 30 days from the date they are provided in writing to the School. The current Program Guides are included as Appendix B for informational purposes only.
 - g. Replacement parts and tools for minor repair work on the Archery Equipment including, without limitation, bow strings, arrow nocks, feathers, vanes, and other related replacement parts necessary to maintain the Archery Equipment in proper working order. Should training in minor equipment maintenance be required by the School, ESDF will supply such training and related repair parts.
2. **THE SCHOOL'S OBLIGATIONS.** The obligations of ESDF as set forth above are at all times subject to satisfaction by the School of each of the following conditions (the "Conditions"), all of which are material to ESDF's obligations hereunder:
 - a. The Archery Equipment shall be used exclusively by students and archery instructors while participating in the Archery Program, and shall not be used for any purposes whatsoever other than the Archery Program.
 - b. The School shall abide by the Program Guidelines as established by ESDF. If at any time the School does not agree to abide by the Program Guidelines, it shall immediately terminate its participation in the Archery Program and shall immediately notify ESDF thereof in writing.
 - c. The Archery Equipment shall not be sold, donated, given away or otherwise disposed of without the express written consent of ESDF.
 - d. The School shall store the Archery Equipment in a safe and locked storage room or container. The School shall not enter into this Agreement unless it is then able to provide such a safe and locked storage room or container.
 - e. The School shall not remove, alter, disfigure or cover up any numbering, lettering, or insignia displayed upon the Archery Equipment.
 - f. The School shall ensure that the Archery Equipment is not subject to careless, unusual or needlessly rough usage, nor to abuse.
 - g. The School shall maintain the Archery Equipment in good repair and operating condition, including, without limitation, replacement of bow strings, arrow nocks, and feather and vanes or arrows.
 - h. If at any time any of the Archery Equipment should become damaged and unusable, the School shall immediately cease all use of such damaged or unusable item and shall immediately notify ESDF of the damage, upon which notification ESDF will replace the item at no cost to the School; provided, however, that replacement of any of the Archery Equipment does not include minor repairs which can be better or should be remedied by regular maintenance including, without limitation, those items listed in subparagraph 2.g.
 - i. The School shall inspect the Archery Equipment within three business days after receipt of said equipment. Unless the School provides written notice to ESDF within that period that any of the Archery Equipment specified in Appendix A – the equipment order form is missing or defective or otherwise objects to any item thereof, ESDF shall

presume that the School has fully inspected the Archery Equipment and found it to be in good condition and proper working order.

- j. Upon termination of the School's participation in the Archery Program, the School shall return the Archery Equipment to ESDF, in good repair and proper working order, ordinary wear and tear resulting from proper use excepted, within thirty days of the date of the termination. ESDF will make arrangements and cover the cost of returning the Archery Equipment returned pursuant to those arrangements.

3. BREACH OF CONDITIONS.

- a. Upon the failure of the School to satisfy any of the Conditions, ESDF, at its sole discretion, may terminate the School's participation in the Archery Program. Such a termination shall be effective upon the date determined by ESDF. No waiver by ESDF of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion. In addition, and without limiting the foregoing remedy in any way, in the event any of the Archery Equipment is sold, donated, given away or otherwise disposed of by the School without the written consent of ESDF, or if any of the Archery Equipment is damaged as a result of careless, unusual or needlessly rough usage or abuse, ESDF may require the School to reimburse ESDF for the replacement cost of such Archery Equipment.
- b. The School's sole remedy upon a breach of any term or condition of this Agreement by ESDF is termination of the Agreement. No waiver by the School of any term or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a waiver of the same or any other term or condition of this Agreement on any future occasion.

4. ADDITIONAL TERMS.

- a. The Duration of this Agreement shall begin on the date entered below (the "Effective Date") and shall terminate exactly three years from that date. The Agreement may be renewed for such additional terms of two years as agreed upon in writing by the parties.
- b. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the Effective Date of this Agreement will be binding on the parties. With the exception of the Appendices, which may be updated or modified by ESDF as provided herein, this Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties. If any provision of this Agreement is held in whole or part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
- c. This Agreement shall be governed by and construed in accordance with the Laws of the State of California applicable to a contract executed and performed in such State, without giving effect to the conflicts of laws principles thereof. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) shall be resolved in a superior court of the State of California for the County of Los Angeles.
- d. Neither party to this Agreement may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party to this Agreement.
- e. The captions and headings appearing in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or any of the provisions of this Agreement. The masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, the term "person" includes any natural person, corporation, partnership, firm, trust or other legal entity.
- f. All notices and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally, by confirmed facsimile transmission or mailed (certified or registered, postage prepaid, return receipt requested) to the parties at the following addresses or facsimile numbers (changes of which may be made by proper notification hereunder):

If to ESDF:
 Don Rabska, Vice President - Programs
 Easton Sports Development Foundation
 7855 Haskell Ave, Suite 360
 Van Nuys, CA 91406
 Facsimile: (818) 782-7625

If to The School:
 School Name: _____
 Contact Name: _____
 Title: _____
 Address: _____
 City, State, Zip: _____
 Tel: _____
 Fax: _____

IN WITNESS WHEREOF by placing their signatures below, each person signing this Agreement represents that he or she has been duly authorized by all necessary action of the party for whom they are signing to execute and enter into this Agreement, which is dated this _____ day of _____, 2010.

EASTON FOUNDATIONS	School's Name:
Print Full Name: ROBERT HANSON	School's FEIN:
Title: OAS PROGRAM MANAGER	Print Full Name:
Tel: (818) 787-2800	Title:
Fax: (818) 782-7625	Contact Tel#:
Signature:	Signature: