



Clear Brook Aquatics

SPEEDO BACKPACK USE AGREEMENT: Comprehensive form for the athlete's use of backpack for a school year.

ATHLETE

FULL NAME OF ATHLETE _____

HOME ADDRESS _____

CITY _____ STATE _____ ZIP _____

ATHLETE'S TELEPHONE () _____

ATHLETE'S E-MAIL _____

PARENT OR GUARDIAN

NAME _____

ADDRESS (if different than above, otherwise put "SAME") _____

CITY _____ STATE _____ ZIP _____

PARENT'S TELEPHONE () _____

PARENT'S E-MAIL _____

| ASSIGNED BAG # | DATE ASSIGNED | MODEL NUMBER | BACKPACK CONDITION AT DATE OF ASSIGNMENT (completed by CBABC) |
|----------------|---------------|------------------------------------------|---------------------------------------------------------------|
| | | Speedo # 7520002 "Speedo Performance" | |

New backpack _____

Used Backpack _____

SECURITY DEPOSIT

SECURITY DEPOSIT TWENTY FIVE Dollars (\$25.00) required at issuance.

The security deposit shall be refunded to ATHLETE upon return of the backpack at the completion of the term, and satisfactory condition of the backpack (at CBABC's discretion – normal wear and tear excepted).



Clear Brook Aquatics

THIS AGREEMENT is subject to the TERMS AND CONDITIONS below. It will be administered by the Booster Club, exclusively.

TERMS AND CONDITIONS

SECTION ONE.

TERM

The term of this agreement is for the time that the ATHLETE is a member of the swimming and/or water polo team and holds the backpack. The term begins at the date executed above and ends when the coach notifies the treasurer or secretary that the student is no longer an ATHLETE on either the swimming or water polo team, when the ATHLETE has provided payment based on their intent to purchase the backpack, or when the ATHLETE has returned the backpack to determine the final disposition cost.

INSPECTION

Near the end of each school year, the backpacks will be inspected to insure their existence and condition.

SECTION TWO.

ISSUANCE

At the beginning of the term, the ATHLETE will be issued a backpack. The backpack will be designated as “new” or “used“. A new backpack means that it has never been issued.

SECTION THREE

LOSS OR DAMAGE

ATHLETE assumes and shall bear the entire risk of loss, theft, destruction, or damage of or to any part of the backpack (“loss or damage”) from any cause whatsoever, and no such loss shall release ATHLETE of its obligation under this agreement in the event of loss or damage. ATHLETE, at the sole option of CBABC, shall (a) at ATHLETE’s expense, repair the backpack to the satisfaction of CBABC; or (b) make payment to CBABC the total of the amount specified in Table 1 below based on the issuance condition.

RETURN

On expiration of the term or on demand by CBABC, ATHLETE shall return the backpack in good repair, ordinary wear and tear excepted, as CBABC may specify. If the backpack is not returned within a one (1) month period after notification, ATHLETE shall forfeit the security deposit and be liable for the balance based on the Cost at Disposition as shown in Table 1 below:

PURCHASE

An ATHLETE may purchase the backpack at any time. The purchase price is based on the Cost at Disposition of the backpack as shown in the Table 1 below.



Clear Brook Aquatics

TABLE 1

| Issuance Condition = Time Held = | New | | | Used | | |
|--------------------------------------------------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|---------------------|
| | 0 to 1 Year | 1 to 2 Years | Over 2 Years | 0 to 1 Year | 1 to 2 Years | Over 2 Years |
| Cost if Disposition = Not Returned, Purchased, Lost or Damaged | \$30 + Security Deposit | \$20 + Security Deposit | \$10 + Security Deposit | \$20 + Security Deposit | \$10 + Security Deposit | Security Deposit |

Note: Total cost is Security Deposit (\$25) plus the amount mentioned e.g., \$30 + \$25 = \$55. At disposition, the Security Deposit is credited and the balance (\$30, \$20, or \$10) is due to CBABC.

SECTION FOUR.

ASSIGNABILITY

ATHLETE shall not (a) assign, transfer, pledge, or otherwise dispose of the backpack, nor lend the backpack or permit it to be used by anyone other than ATHLETE or Clear Brook Aquatics ATHLETES.

SECTION FIVE.

LOCATION AND MAINTENANCE

At ATHLETE's own risk, ATHLETE shall use the backpack solely for Clear Brook Aquatics events and functions. ATHLETE, at ATHLETE's expense, shall maintain the backpack in good repair, condition, and functional order, and shall not alter the backpack without CBABC's prior written consent.

SECTION SIX.

TITLE; PERSONAL PROPERTY

The backpack is, and shall remain, property of CBABC until such time that the ATHLETE purchases the backpack. Prior to purchase, ATHLETE shall have no right, title, or interest except as expressly set forth in this use agreement.

SECTION SEVEN.

NOTICES

Service of all notices under this agreement shall be sent by United States postal mail addressed to CBABC at its respective address set forth below:

CBABC
PO Box 553
Friendswood, TX 77549



Clear Brook Aquatics

SECTION EIGHT.

MISCELLANEOUS

This agreement is entirely voluntary.

ATHLETE's signature signifies agreement to use of the backpack provided by CBABC and on all of the terms and conditions set forth above.

PARENT/GUARDIAN signature signifies an understanding of the agreement being entered into, and financial responsibility for.

In witness whereof, each party has caused this agreement to be executed below.

[Athlete's Printed Name]

[Athlete's Signature]

[Parent/Guardian's Printed Name]

[Parent/Guardian's Signature]

[CBABC Board Member's Printed Name]

[CBABC Board Member's Signature]