

## KATO COLLAR RENTAL AGREEMENT

This agreement is made between Guardian Athletics, LLC organized under the laws of the state of Minnesota, with offices at 1409 North Riverfront Drive, Mankato, MN 56001 (“Owner”), and **NAME OF PURCHASER/TEAM** (“Team”). Owner and Team are hereinafter collectively referred to as “Parties”.

This agreement binds the Team to a rental agreement from the Owner, subject to the following:

1. Quantity: Team agrees to a rental amount of **NUMBER OF COLLARS** collars. During the rental period, the Team may increase the quantity by ordering another pack at any time during the season, however, cannot decrease the amount committed to within this agreement.
2. The duration or term of this agreement commences on **DATE** (effective date) and will renew annually unless canceled by the Team. Notice of cancellation must be received in writing (email or letter) by an authorized Team representative and must be received by Owner no later than 60 days before the anniversary of the effective date.
  - a. The team shall return (shipped to Owner fulfillment center) Collar within ten (10) days after notice of termination as specified in Section 2. Collars shall be in the same condition as Team received it, except for normal wear and tear caused by normal use. If Collar(s) is not returned within ten days of termination, Owner shall be paid the full replacement retail cost of the Collar(s).
3. The cost of the rental for season one shall be **\$COST**. This considers the package of relevant collars as ordered by the Team plus applicable taxes.
4. Payment for the rental can be made on GuardianAthletics.com by Purchase Order or Credit Card. If purchased using a Purchase Order, note that shipment of collars cannot be made until Purchase Order is given to Owner.
5. During the Term of this Agreement, the Team shall maintain control and possession of the Collars. During the offseason, the Collars shall be stored as prescribed by the owner. During the season, the Team shall provide the players with proper instructions for storage, cleaning, and maintenance, as provided by the Owner.
  - a. Owner will supply Team with an initial set of pads related to collar size and order. To order replacement pads, Team may do so on GuardianAthletics.com.
6. The Team shall not alter the product. Alterations will void protections and warranties and claims made by the Owner. If damage occurs to the Collar(s), the team shall be responsible for communicating to the owner for immediate replacement.
7. The owner shall replace any defective or damaged merchandise per this agreement. Full replacement and warranty information is found on GuardianAthletics.com, and also included with the initial shipment of Collars.
8. The Team shall not engage in the following:
  - a. permit the Collars to be used by any person who is not authorized to use such Collars.
  - b. use the Collar in a manner that is not compliant with the design and use of the product.
  - c. place the Collar in gear not properly sized for optimal fit.
9. Indemnification and Liability. Team shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss or liability (including attorney’s fees and expenses of litigation) for any property damage or personal injury arising from Team’s use of Collar by any cause, except to the extent caused by Owner’s gross negligence or willful misconduct. The provisions of this Article shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination. IN NO EVENT SHALL OWNER BE LIABLE FOR



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ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM TEAM'S USE OF COLLAR EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

- 10. The Owner shall at all times retain ownership and title to the Collar. The Team shall indemnify and hold Owner harmless against all loss and damages caused by Collar. Collar shall be deemed at all times to be personal property, whether or not it may be attached to any other property.
- 11. No failure of Owner to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches, and the waiver of any breach shall not act as a waiver of subsequent breaches. Owner's acceptance of payment with knowledge of a default by Team shall not constitute a waiver of any breach.
- 12. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.
- 13. This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.
- 14. The Team may not, without the prior written consent of Owner, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void. The Owner may transfer or assign this Agreement at their sole discretion.
- 15. This Agreement and any amendment thereof may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.
- 16. Any dispute or conflict relating to this Contract between the Owner and the Team shall be settled in a court of law in the State of Minnesota in the County of Blue Earth.

Owner and Team acknowledge receipt of a copy of this Agreement and acknowledges having read and understood the foregoing.

Owner:

Team:

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Signature

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Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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Title

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Date

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Date



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