



Non Profit ID # 45-4638469
750 Napa Ave
Morro Bay, CA 93442
www.cciua.org

UNIFORM AND EQUIPMENT PURCHASE AGREEMENT

This Agreement is entered into by and between Central Coast Independent Umpire Association, hereinafter "Seller" and _____, hereinafter "Buyer" for the purposes herein stated.

For the sum of \$160.00, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby covenant, contract and agree as follows:

1. **AGREEMENT:** Seller hereby sells, conveys and transfers to Buyer all rights, title and interest in and unto the plate equipment and uniforms, hereinafter referred to collectively as umpire gear, described as mask, chest protector, shin guards, ball bag, plate brush, indicator, equipment bag, and uniform shirt.

2. **DELIVERY AND ACCEPTANCE:** Upon acceptance by Buyer of the equipment, which acceptance shall be identified by Seller taking possession of the umpire gear, such acceptance shall acknowledge that the equipment is in good order and condition and that Buyer is satisfied with same and that Seller has made no representation or warranty, expressed or implied, with respect to such item of uniform gear. All uniform gear is sold in an "as is" condition.

3. **PURCHASE PAYMENTS:** Buyer agrees to pay unto Seller the sum of 50% of game earnings beginning with the first game worked as assigned by Seller and to continue until the full sum of \$160.00 has been paid. Payments shall be deducted by Seller from the Buyers weekly game check.

4. **DAMAGE TO UMPIRE GEAR; DESTROYED OR STOLEN UMPIRE GEAR:** the Buyer is responsible for any loss, theft, destruction or damage of any item of umpire gear after the buyer has taken possession, the payments as contained herein shall continue to be paid by Buyer until full amount has been paid.

5. **INDEMNIFICATION OF SELLER:** Buyer shall indemnify, protect and hold harmless the Seller, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of the umpire gear, regardless of where, how and by whom operated. Buyer shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the

termination of this agreement, whether by expiration of time, by operation of law or otherwise.

6. DEFAULT BY BUYER: Time is of the essence under this agreement and any of the following events shall constitute defaults on the part of Buyer hereunder:

- (a) failure of Buyer to pay any payment within 30 days in which same becomes due;
- (b) any breach or failure of Buyer to perform any of its obligations under this agreement;
- (c) any other act of Buyer which will causes Seller to deem itself insecure.

Upon the occurrence of any default Seller may exercise this option without notice to or demand on the Buyer and thereupon all umpire gear and rights of Buyer therein shall be surrendered unto Seller; upon default, Seller may take possession of the umpire gear where found with or without process of law in court, may enter upon the agreed premises without liability for suit, action, or other proceedings by Buyer and remove same; hold, sell, agreement or otherwise dispose of the umpire gear or keeping of any of them as Seller so chooses without effecting the obligation of Buyers as providing by this agreement; collect all unpaid payments due without prejudice to Seller's right to regain possession of the umpire gear.

7. GOVERNING LAW: This agreement shall be governed by the laws of the State of California.

WITNESS our signatures this the day of _____, 20_____ .

SELLER: _____

Representing Central Coast Umpire Association

BUYER: _____

DATE: _____