

STATE OF NORTH CAROLINA

08/98

Rev: 03/07

WAKE COUNTY

### ATHLETIC EQUIPMENT CONTRACT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between North Carolina State University, c/o Department of Athletics, Campus Box \_\_\_\_\_, \_\_\_\_\_(Bldg. and Street)\_\_\_\_\_, Raleigh, NC 27695-\_\_\_\_\_, (hereinafter referred to as "NCSU") and \_\_\_\_\_(Company name and address) \_\_\_\_\_, (hereinafter referred to as "COMPANY");

#### WITNESSETH:

THAT WHEREAS NCSU operates an intercollegiate athletics program involving several varsity sports;

WHEREAS, COMPANY provides athletic equipment (hereinafter referred to as "EQUIPMENT") to various intercollegiate athletic teams;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein set forth the parties agree as follows:

#### 1.0 Responsibilities of the Parties

1.1 COMPANY agrees to provide NCSU with the EQUIPMENT fully described in Exhibit A which is attached to this Agreement, and by this reference made a part hereof.

1.2 NCSU agrees to use its best efforts to have members of its men's and women's \_\_\_\_\_(sport)\_\_\_\_\_ teams and \_\_\_\_\_(sport)\_\_\_\_\_ coaching staff wear the EQUIPMENT when such apparel is usually worn.

#### 1.3 Financial Obligations

1.3.1 NCSU shall receive EQUIPMENT described in Exhibit A at no cost to NCSU. Any additional equipment, which includes apparel or footwear, needed for team use in addition to the equipment listed in Exhibit A, may be purchased by NCSU at wholesale costs. COMPANY may, at any time during the term of this Agreement, provide EQUIPMENT at less cost or no cost to NCSU under the same terms and conditions of this Agreement.

1.3.2 Purchases of EQUIPMENT shall be by a “blank” purchase order if such purchases are less than twenty five thousand dollars (\$25,000.00) total and five hundred dollars (\$500.00) or less per individual order.

1.3.3 NCSU shall use its best efforts, in accordance with the procurement policies and procedures of the State of North Carolina, to expedite by sole source or other means the purchase of EQUIPMENT totaling twenty-five thousand dollars (\$25,000.00) or more.

## 2.0 Term

The Agreement shall be for a term of two (2) years.

## 3.0 Termination

Either party may terminate this Agreement at any time by giving at least ninety (90) days advance written notice of its intention to so terminate for the other party’s failure to substantially comply with the terms and conditions hereof.

## 4.0 Warranty and Maintenance

COMPANY guarantees all parts and components of the equipment against any defective workmanship and shall repair or replace such defective equipment at the request of NCSU.

## 5.0 Access to Persons and Records

The State or University auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7.

## 6.0 Personal Identifiers

If NCSU provides the COMPANY with personal identifiers as listed in North Carolina General Statute 132-1.10 or any other legally confidential information, CONTRACTOR hereby certifies that, pursuant to NCGS 132-1.10, collection of social security number information or other legally confidential information from NCSU is necessary for the performance of COMPANY duties and responsibilities on behalf of NCSU. COMPANY further certifies that it shall maintain the confidential and exempt status of any such social security number information, as required by subsection (c)(1) of the statute.

7.0 Miscellaneous Provisions

7.1 It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Wake County, North Carolina, and in said County and State shall matters, whether sounding in contract or tort relating to the validity, construction, interpretation and enforcement of this agreement, be determined.

7.2 This Agreement may be amended at any time only upon mutual agreement in writing of both parties.

IN WITNESS THEREOF, the parties have executed this Agreement in duplicate originals, one of which is retained by each of the parties, effective the day and year first written above.

NORTH CAROLINA STATE UNIVERSITY  
Authorization:

COMPANY:  
Authorization:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Recommended by:  
Project coordinator: \_\_\_\_\_