

# **Lone Star Pole Vaulting Club Pole-Share Cooperative Contract**

This **Pole-Share Cooperative Agreement** (the “Agreement”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, member of Lone Star Pole Vault Club (or if member is a minor, parent or guardian of Lone Star Pole Vault Club member) (“Member”) and **Lone Star Pole Vault Club LLC**, a Texas limited liability corporation (“Lone Star”).

## **Background**

- A. Lone Star buys and sells pole vaulting poles and offers coaching services to members of Lone Star.
- B. Member and Lone Star have determined that they should benefit from a cooperative relationship under which Lone Star would provide Member with a pole or poles with the intention that Member purchase said pole(s) and share said pole(s) with the cooperative.

**NOW, THEREFORE**, in consideration of the forgoing and the mutual promises exchanged below, Lone Star and Member agree as follows:

**1. Pole-Share Cooperative (“The Co-Op”) Eligibility.** Member must be a pole vault member of Lone Star as defined by having a current and paid membership block. Member must also have on file at Lone Star, a current and paid membership with USA Track & Field.

**1.1. Pole Purchase.** To benefit from and participate in The Co-Op, Member must purchase a minimum of one (1) pole at flat rate for the pole-number ranges within the series as specified in Exhibit A below.

**1.2. Alternative to Pole Purchase.** If Member already owns a pole or poles, Member may submit said pole(s) to The Co-Op as a buy-in to the applicable range where said pole(s) fit.

**1.3. Cost.** There are no additional membership or initiation fees to become part of The Co-Op.

**2. Terms of The Co-Op Membership.** Member and Lone Star agree to the following terms and conditions of The Co-Op:

**2.1. Payment.** Payments for poles are cash only and due at time of a pole sale/transaction. Sales tax does not apply.

**2.2. Shipping.** Member will pay shipping charges when applicable (i.e., when pole(s) are not in stock at the Lone Star Facility). Average freight charge is \$160, but freight charge may vary. If the pole(s) are in stock at the Lone Star Facility, there is no shipping charge. Whenever possible, shipping charges may be waived or split by combining orders, subject to approval by Kris Allison, owner of Lone Star (“Kris”).

**2.3. Pole Storage and Pole Check-In.** Member agrees to store their pole(s) on the Club Rack at the Lone Star Facility anytime said pole(s) are not needed off-site. Member must return his/her pole(s) to the Lone Star Facility within three (3) consecutive days of checkout date. In the event that another co-op member has reserved Member’s pole for a meet occurring in the 3-day window, Member must return his/her pole(s) in time for the other co-op member to check them out as needed. Should Member not return his/her pole(s) in accordance with the terms in this Section, Member will be subject to the penalties specified in Section 2.3.1 below.

**2.3.1. Late Check-In.** Should Member not return his/her pole(s) within the respective timeframe listed in Section 2.3, and Kris has not granted additional time, Member’s checkout privileges for additional poles in Section 2.6 may be revoked. Revocation decisions will be made solely by Kris.

**2.3.2. Additional Time.** In the event that Member needs to extend the checkout time, additional time may be granted. Additional time allowances must be requested and approved solely by Kris.

**2.4. Use of Member's Pole(s) by other members.** Member agrees to let other Lone Star pole vault members and participants use his/her pole(s) as needed for practice and competitions.

**2.5. Use Guarantee.** A purchase of one pole in any range listed in Exhibit A guarantees Member the right to reserve that pole for each and every track meet/competition/practice Member participates in away from Lone Star throughout the track season and in the future. Should Member need a different pole in that same range, Member may opt to exchange his/her pole for another in that range, provided that the other pole is not already reserved by its owner on the same day.

**2.6. Additional Pole Privileges.** Member is also eligible to checkout one (1) additional pole in the applicable range for a maximum of three (3) days (unless Kris specifies otherwise) at no extra charge. Additional poles requested for checkout are subject to availability. Kris Allison must approve all checkout requests before poles are to leave the Lone Star Facility. All checkouts and check-ins must be recorded on the white board alongside the Club Rack at the Lone Star Facility.

**2.6.1. Late Check-In Fee.** Should Member not return the additional pole(s) within three (3) days from checkout date, or not return the additional pole(s) in time for the respective owner to check them out as needed, Member will be charged a late fee of \$20 for each day that the pole(s) remain in Member's possession. Late fees are due immediately upon return of said pole(s). If late fees remain unpaid for one (1) week after pole(s) are returned, and Kris has not granted additional time, Member's checkout privileges for additional poles will be revoked.

**2.7. Ownership in Multiple Poles.** Ownership in multiple poles submitted to The Co-Op is subject to the same rules, restrictions, and privileges. For each pole owned, Member has the right to check out an additional pole, but said additional pole is subject to availability. For example, if

Member owns three (3) poles, they have the privilege to checkout three (3) additional poles at no extra charge, provided that those additional poles are not already reserved.

**2.8. Pole Upgrade.** If and when Member needs to upgrade to the next subsequent pole range, Member agrees to pay the difference between the flat rate of desired pole and his/her existing pole. Flat rates are specified in Exhibit A. Payment for the upgrade is governed by the terms in Section 2.1. Once payment is made for the upgrade, Member surrenders ownership of his/her existing pole to The Co-Op and acquires ownership of the desired pole.

*For example:* Member purchases a pole in Range A for \$200. Member later wants to upgrade to a pole in Range B valued at \$280. Member pays Lone Star the \$80 difference, surrenders ownership of Range A pole to The Co-Op, and acquires ownership of Range B pole.

**2.9. Replacement/Reimbursement of Damaged or Broken Pole(s).** In the event that a pole/poles, whether owned by Member or not, become broken or damaged beyond use while in Member's possession *outside* the Lone-Star Facility, Member agrees to reimburse Lone Star the full cost for the replacement pole (i.e., 100% of the applicable flat rate in Exhibit A). If pole(s) are damaged/broken while in Member's possession *inside* the Lone Star Facility, Member agrees to pay 50% of the flat rate towards the replacement pole. Should Member refuse to reimburse the cost of a replacement, Member forfeits ownership and all checkout privileges in The Co-Op.

**2.10. Use of Pole(s) by Non-Members.** Under no circumstances is Member to loan poles to any competitor or individual who is not a pole vault member of Lone Star. Should Member violate this provision, Member will be fully liable for any and all damage done to the pole(s) and will forfeit ownership and checkout privileges in The Co-Op.

**2.11. Use of Poles Checked Out by Other Co-Op Members.** If Member is at a competition where other Co-Op members are also competing, and Member needs to use/borrow any pole(s) that are currently checked out to another member at said competition, Member may use the checked

out pole(s) so long as Kris or a Lone Star staff member first approves of such use. If the borrowed pole(s) become broken or damaged while in Member's immediate possession at the competition, Member must reimburse Lone Star the full cost for a replacement pole (i.e., 100% of the applicable flat rate in Exhibit A). Should Member refuse to reimburse the cost of a replacement, Member forfeits ownership and all checkout privileges in The Co-Op.

- 3. No Implied Warranty.** Lone Star disclaims any warranty of merchantability or fitness for a particular purpose in connection with Member's purchase of the pole(s) under this Agreement. As to the condition of Member's pole(s) and the poles in The Co-Op, Lone Star disclaims any warranty other than routine inspection by Lone Star. Routine inspection of pole(s) consists of visual inspection for cracks and damage.
- 4. Assumption of Risk.** Member understands that pole vault, by its very nature, includes certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The (non-exclusive) list of risks vary, but range from: 1) minor injuries such as sprains and bruises, to 2) major injuries such as broken bones, to 3) catastrophic injuries including death. Member understands and appreciates the risks that are inherent in pole vault. Member hereby asserts that his/her participation is voluntary and that he/she knowingly assumes all such risks.
- 5. Effective Date.** The effective date of this Agreement is the date specified in the preamble above.
- 6. Assignment.** Member may not assign this Agreement to any other person.
- 7. Amendment.** Any amendment made to this agreement must be in writing and signed by both Member and Lone Star.
- 8. Termination.** Should Member withdraw from the Lone Star Pole Vaulting Club for any reason, Member may take with them any poles he/she has purchased through or submitted to the Co-Op.

**8.1.** Upon withdrawal from Lone Star, Member may take any other pole in his/her ownership range in exchange for Member's purchased pole, provided that another member does not already own the pole for which Member wishes to exchange. If Member and the respective owner in such situation agree to an exchange both Member and respective owner must first confirm this agreement independently to Kris. Once Kris confirms the agreement, said exchange may occur.

**8.2.** Member must give Lone Star at least one (1) week written notice if Member wishes to terminate this agreement. Termination will become final upon receipt of notice from Lone Star. Upon termination, all rights and privileges contained within this agreement become null and void.

**9. Pole(s) purchased by Member:**

**Pole 1:** \_\_\_\_\_ Length: \_\_\_\_\_ Weight: \_\_\_\_\_ Flex: \_\_\_\_\_ Range: \_\_\_\_\_ Price: \_\_\_\_\_ Date purchased: \_\_\_\_\_

**Pole 2:** \_\_\_\_\_ Length: \_\_\_\_\_ Weight: \_\_\_\_\_ Flex: \_\_\_\_\_ Range: \_\_\_\_\_ Price: \_\_\_\_\_ Date purchased: \_\_\_\_\_

**Pole 3:** \_\_\_\_\_ Length: \_\_\_\_\_ Weight: \_\_\_\_\_ Flex: \_\_\_\_\_ Range: \_\_\_\_\_ Price: \_\_\_\_\_ Date purchased: \_\_\_\_\_

**Pole 4:** \_\_\_\_\_ Length: \_\_\_\_\_ Weight: \_\_\_\_\_ Flex: \_\_\_\_\_ Range: \_\_\_\_\_ Price: \_\_\_\_\_ Date purchased: \_\_\_\_\_

Freight: \_\_\_\_\_

Total: \_\_\_\_\_

To evidence the parties' understanding to this Agreement, Member and Lone Star have executed this Agreement on the date stated next to their name.

**Member**

(Or if Member is a minor, Parent/Guardian of Member)

\_\_\_\_\_

Date: \_\_\_\_\_

**Lone Star PV, LLC**

\_\_\_\_\_  
Kris Allison, Owner and Manager

Date: \_\_\_\_\_

## EXHIBIT A



### Lone Star PV Club Pole-Share Cooperative Rates

| <u>Range</u> | <u>Pole #s</u> | <u>Sizes</u>          | <u>Price</u> | <u>Applicable Models</u>                           | <u>Upgrade Price</u> | <u>Available Upgrade Models</u>                                    |
|--------------|----------------|-----------------------|--------------|--|----------------------|--|
| <b>A</b>     | 1-5            | 9' 60lb -<br>10' 80lb | \$200        | Pacer One, Skypole,<br>Mystic                      |                      |  |
| <b>B</b>     | 6-15           | 10' 85 -<br>11'6 100  | \$280        | Pacer One, Skypole,<br>Mystic                      | \$300                | UCS Spirit, Essx PX-Prep or Essx Recoil                            |
| <b>C</b>     | 16-25          | 10'6 125-<br>13' 120  | \$320        | Pacer One, Skypole,<br>Mystic                      | \$370                | PacerFX, UCS Spirit, Essx Recoil, Carbon Elite                     |
| <b>D</b>     | 26-34          | 12' 145 -<br>14' 145  | \$390        | Pacer One, Skypole,<br>Mystic, PacerFX, UCS Spirit | \$480                | Essx Recoil, Carbon Elite, Carbon Mystic, Skypole Carbon           |
| <b>E</b>     | 35-39          | 13' 170 -<br>15' 150  | \$430        | Pacer One, Skypole,<br>Mystic, PacerFX, UCS Spirit | \$580                | Essx Recoil, Carbon Elite, Carbon Mystic, Skypole Carbon, CarbonFX |
| <b>F</b>     | 40-44          | 13'6 185-<br>16' 160  | \$500        | Pacer One, Skypole,<br>Mystic, PacerFX, UCS Spirit | \$650                | Essx Recoil, Carbon Elite, Carbon Mystic, Skypole Carbon, CarbonFX |
| <b>G</b>     | 45-49          | 15' 180 -<br>16'5 180 | \$550        | Skypole, PacerFX, UCS Spirit                       | \$700                | Essx Recoil, Carbon Elite, Skypole Carbon, CarbonFX                |