

1. **A. SEASON & GEAR:** The cost for “Season & Gear” includes the following: (i) Participation in an 8-Game Season (includes Practice Game/Week 0 & Postseason/Playoffs – if your team makes it), (ii) helmet, shoulder pads, leg pads, uniform(s), back plate (“**Gear**”).
 - B. **SECURITY DEPOSIT:** Participant’s (**Participant**) (You) “Security Deposit” (**Security Deposit**) will be held by Fanatics Football. All, or any portion of the Security Deposit, may be used, as reasonably necessary, to: (i) replace lost Gear of Participant and (ii) replace damaged (excluding ordinary damage/wear & tear) Gear of Participant.
 - (1) If all or any amount of the Security Deposit is used during Participant’s participation, Participant agrees to reinstate the total amount of Security Deposit within fourteen (14) days after Fanatics Football gives Participant notice, via email. If the total amount of the Security Deposit is not reinstated within 14 days, Fanatics Football reserves the right to immediately terminate Participant from participating in, but not limited to, the following: any current and/or further activities, events, games, and functions of/put on by Fanatics Football.
2. **A. RETURN GEAR:** At the end of Participant’s last game, Participant agrees to return all Gear to Fanatics Football.
 - (1) Participant agrees and understands that all Gear is to be returned to Fanatics Football within 14 days after the Participant’s last game.
 - (a) If Participant’s Gear is not returned to Fanatics Football within 14 days, Participant agrees to pay a \$100.00 Late Fee (**Late Fee**), starting on the 15th day, and Participant agrees to pay an additional \$100.00 Late Fee for each day that Participant’s Gear is not returned to Fanatics Football.
 - (b) If Participant fails to return the Gear to Fanatics Football within 24 days, Participant agrees to pay \$1,000.00 to Fanatics Football and forfeits all/any

remaining amount of the Security Deposit to Fanatics Football.

- (c) Participant agrees to and understands that the Security Deposit, or any amount of the Security Deposit, is not and will not be used/put toward the \$1,000.00 that is specified in paragraph 2.A.(a) & (b).

- (2) Within 21 days after all the Gear is returned to and received by Fanatics Football, Fanatics Football will email Participant an itemized statement of all lost and/or damaged Gear (if any) and the amount of the Security Deposit used (if any) to replace the item(s) of the Gear and return any remaining amount of the Security Deposit to the Participant.
- (3) Please, note that any amount of the Security Deposit will not be returned to the Participant until after all items of the Gear are returned to and received by Fanatics Football and the/all Late Fees (if any) are paid.

3. **A. PARTICIPANT CANCELLATION:** Participant may cancel their participation at any time during their participation by emailing Fanatics Football at customerservice@fanaticsfb.com.

- (1) If Participant cancels their participation before Week 0, Fanatics Football will issue a full refund, to Participant, minus/less a \$250.00 Cancellation Fee (**Cancellation Fee**).
- (2) If Participant cancels their participation after Week 0, Participant agrees to and understands that Fanatics Football will not issue Participant a refund, in any amount, to the Participant.
 - (a) If Participant cancels their participation after Week 0, Participant agrees to return all Gear to Fanatics Football within 14 days after Participant's cancellation following the RETURN GEAR procedure as specified in paragraphs 2.A.(1).(a),(b),(c),(2), & (3).

4. **A. TERMINATION:** Fanatics Football reserves the right to immediately terminate, without warning, Participant from participating in, but not limited to, the following: any current and/or further activities, events, games, and functions of/put on by Fanatics Football.

- (1) In the event the Participant is terminated, Participant agrees to return all Gear to Fanatics Football within 14 days after Participant's termination by following the RETURN GEAR procedure as specified in paragraphs 2.A.(1).(a),(b),(c),(2), & (3).
- (2) After all Gear is returned to and received by Fanatics Football, Participant agrees to and understands that Fanatics Football reserves the right to not issue Participant a refund, in any amount.
- (3) Participant agrees to and understands that if/when the Participant's Security Deposit is returned, it will be minus/less a \$350.00 Termination Fee (**Termination Fee**).