



U.S. NAVAL SEA CADET CORPS



AKRON BATTALION
LT Courtney Schroeter, NSCC

CO@Akronseacadets.org

~CONTRACTUAL AGREEMENT BETWEEN~

("You"), the Parent(s) or Legal Guardian of:

Cadet _____

and

U.S. NAVAL SEA CADET CORPS

AKRON BATTALION

1. *Acceptance of Uniforms.* On behalf of your son, daughter or ward ("the Cadet"), you hereby accept temporary custody of military surplus uniform articles purchased by the Battalion for the Cadet's sole use while enrolled in the Battalion. Uniform articles covered by this Agreement remain the EXCLUSIVE PROPERTY of the Battalion and are subject to return at the Battalion's sole discretion. A portion of the initial Enrollment Fee (\$100) is a uniform usage fee and not to be misunderstood as a uniform deposit. The remainder of the enrollment fee is allocated to the cadet's insurance coverage through the USNSCC.

2. *Definitions.* The "Fair Market Value" represents the full cost of replacement of an item. The "Handling Charge" represents the discounted surplus rate at which most uniform articles are purchased by the Battalion, plus 20% for shipping charges. The current list of values is attached to this document. The values are subject to amendment by the Battalion with reasonable notice given to you. The value of the uniforms in your custody will be assessed according to the Schedule then in force at the time the Battalion requests that the uniforms be returned (see paragraph 7).

3. *Normal Wear & Tear.* If while in your custody a uniform article(s) becomes unusable or no longer presents a professional military image through normal wear, the Cadet may exchange it for a like item at no cost to you.

4. *Lost or Destroyed Uniforms.* If while in your custody a uniform article(s) is lost or destroyed, you or the Cadet shall promptly report said loss to us. If the Cadet is currently enrolled and in good standing, you shall only be liable for the Handling Charge of replacing said uniform article(s). If the Cadet is not a current member of the Battalion, you shall be liable for the Fair Market Value of said article(s).

5. *Restriction on Wear and Use.* The NSCC uniform represents our Navy, our country and the NSCC. It will be worn correctly at all times. The Cadet will only wear the issued uniforms during events sponsored by the U.S. Naval Sea Cadet Corps and approved by the Battalion. The Cadet shall not wear the uniform without appropriate NSCC insignia or in any manner prohibited by the regulations of the U.S. Naval Sea Cadet Corps or Akron Battalion. You and the Cadet expressly acknowledge that wearing of the NSCC uniform, or any of its components, as a costume or in a "fad" fashion is prohibited.

6. *Record of Uniforms Issued.* The Battalion shall maintain a complete and accurate record of all uniforms issued to the Cadet and Family and shall provide the Cadet and Family access to said record at your request. You are only liable for uniforms actually recorded as being issued by us and received by you or the Cadet.

7. *Return of Uniforms on Departure.* You hereby agree to return all uniforms to the Battalion when (1) the Cadet disenrolls from the Battalion (whether voluntary or involuntary), (2) the Cadet transfers to another unit of the U.S. Naval Sea Cadet



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8. Corps, or (3) the Battalion requests in writing that said uniforms be returned, (4) the Cadet enters into a LOA (Leave of Absence). If you fail to promptly return uniform article(s) when requested by the Battalion, you shall be liable for the Fair Market Value of said uniform article(s) and further, for any expenses incurred by us to recover said uniforms.

8. *Totality of Agreement.* The written terms in this Agreement and the terms in the Cadet Application (NSCADM001) reflect the total agreement between us unless we subsequently agree to modify these terms in writing. In the event of a conflict between the Cadet Application and this Agreement, the terms found in this Agreement shall take precedence.

9. *Legal Obligations.* This Agreement is intended to confer legal obligations on you to reasonably care for and return Battalion property. BY SIGNING THIS DOCUMENT, YOU EXPRESSLY STATE THAT YOU HAVE FULLY READ AND WILLINGLY ACCEPT THESE BINDING OBLIGATIONS.

SIGNED AND AGREED TO, THIS ____ DAY OF _____, 20__.

For the Cadet and Family:

For the Battalion:

Parent/Legal Guardian of Record

LT Courtney Schroeter, NSCC
Commanding Officer