

AGREEMENT

between

Winterhurst Figure Skating Club and Associate Professional Coaching Staff

This agreement is made by and between the Winterhurst Figure Skating Club, Inc. 14740 Lakewood Heights Blvd., Lakewood, Ohio hereinafter called the Club and the Professional.

(name)

This agreement has the term of twelve (12) months beginning on September 1, 2009 and ending on August 30, 2010, unless terminated sooner by the Club and Professional.

TERMS OF AGREEMENT:

1. Independent Contractor:

The Professional acknowledges that the Professional has been retained solely to provide the services described herein. In such capacity, the Professional shall act solely as an independent contractor, and this Agreement shall not be construed as creating any employment contract, partnership, joint venture, or other relationship or association between the Professional and the Club. As such, the Professional is responsible for all income, social security, and employment taxes relating to the Professional's services hereunder. Further, the Professional is entitled to make such arrangements for coaching lessons as the Professional sees fit, subject to the Club's policies, procedures, rules and regulations.

2. Insurance:

The Professional shall procure and maintain with financially sound and reputable insurers comprehensive liability with coverage of no less than \$1,000,000 and with such other terms as may be reasonably required by the Club. **The Club shall be named as an additional insured under such liability insurance policy.** Simultaneously with the execution and delivery of this Agreement, the Professional will deliver to the Club, a schedule setting forth in detail the amount and type of insurance policy and provide a certificate of insurance in form satisfactory to the Club, including stipulations that coverage will not be cancelled or diminished without at least thirty (30) days' prior written notice to the Club. The Club agrees that standard coaches' liability insurance coverage provided through the United States Figure Skating Association or The Professional Skaters Association is acceptable coverage for the purposes of this Agreement.

3. Indemnity:

The Professional hereby indemnifies and holds harmless the Club and its trustees, officers, employees, agents, successors, and assigns, from and against, any claim, action, cause of action, loss, damage, cost, expense, judgment, or other liability of any kind (including without limitation reasonable attorneys' fees and disbursements), of any person arising out of or in connection with, directly or indirectly, the services of the Professional under this Agreement.

4. Release:

The Professional hereby acknowledges and agrees that the Professional assumes all risk of accidental injury or other claim that may arise from the Professional's services hereunder or as a participant in any of the Club's programs, and, on behalf of the Professional and the Professional's heirs, executors, and administrators, hereby releases, discharges, acquits, and

forgives the Club and its trustees, officers, employees, agents, successors, and assigns from any and all liability for damages of every kind and nature arising out of such services and such participation.

5. Confidentiality:

The Professional understands that in the course of performing the Professional's services hereunder, the Professional may obtain proprietary and other confidential information concerning the Club, its members and their families, and its business. As a result of the Professional agrees that all information the Professional receives pursuant to this Agreement or otherwise in connection with the Professional's services provided hereunder shall be treated as highly confidential and may not be disclosed to anyone other than the Club and its officers and employees, except as required by law.

6. USFS Registration:

The Professional certifies that they have joined the USFS as a home club member of _____ Club for the 2009-2010 skating year (USFS # _____) and has successfully completed all registration requirements including the background screening. If the Professional is not a home club member of the Winterhurst FSC, the Professional has joined the club as an Associate Member.

7. Fee Structure:

The Club agrees that the Professional may charge a rate for private skating instruction not to exceed \$ _____ per hour and that these rates may be presented in writing to club members who request this information.

8. Binding Nature:

This Agreement shall be binding upon and inure to the benefit of the Club and the Professional and their respective heirs, administrators, representatives, successors, and assigns.

In witness whereof, the Club and the Professional have set their hands to this Agreement, Lakewood, Ohio on, _____.

Associate Professional Instructor

Winterhurst Figure Skating Club