AGREEMENT

THIS AGREEMENT (“Agreement”) made this day of , 2011, by and between, **SCHOOL NAME**, a **STATE** school , located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “School”), and **YOUR BUSINESS, Inc**. (hereinafter referred to as “Contractor”) a **STATE** corporation having it’s principal office located at **YOUR ADDRESS**.

BACKGROUND :

WHEREAS, the School, desires certain athletic training services, including but not limited to, pre-game taping, game training supervision, fitness and medical assistance services performed in connection with the school’s athletic program.

WHEREAS, Contractor has agreed to perform such services on behalf of School under terms and conditions as set forth in this Agreement.

School desires to retain and engage contractor to provide such health care personnel to perform such services and contractor agrees to provide personnel to perform such services upon terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

I. DESCRIPTION OF WORK. Contractor agrees to furnish trained health care personnel to perform all labor services as set forth in Exhibit “A” attached here to and to cause athletic trainers to attend those events as set forth in Exhibit “B” attached hereto.

II. CONTRACTOR’S DUTIES AND RESPONSIBILITIES. During the term (as defined in Paragraph V. A., below) Contractor shall cause an athletic trainer to attend the School’s home athletic events throughout the school year. In addition, the Athletic Trainer shall travel to away Varsity playoff events (for which Contractor and School shall be given advance notice). In the event there are two home athletic events scheduled at the same time, the Athletic Director for School will decide, and notify Contractor and School in advance, whether Athletic Trainer shall divide his/her time between the athletic events or whether the Athletic Trainer shall only attend one of the events, or whether a second athletic trainer is needed for coverage. When the Athletic Trainer is attending School’s athletic events, the Athletic Trainer will not be available at the training room of the School, and contractor shall not be requested to provide an additional athletic trainer at the athletic training facility for such period of time. The Parties understand and recognize that the position of Contractor is a part time position as independent contractor. That is, the hours for the Contractor shall be determined by the Athletic Directors on an as needed basis for an average of 25 hours per week not to exceed 6 days per week. In addition, the maximum number of hours of services to be performed by Contractor and / or it’s personnel pursuant to this agreement for each school year shall be 1000 hours.

III. SCHOOL’S DUTIES AND RESPONSIBILITIES . During the Term, School shall be responsible for providing those items as listed on Exhibit “C” attached here to as may be amended from time to time and shall be reasonable for all costs and expenses connected to this coverage.

A. To provide an area to perform services (herein referred to as the Athletic Training Facility) set forth in this contract and to provide all necessary and required supplies and equipment.

B. Facilitate communication and flexibility between School, coaches, and Contractor.

C. Designate an individual (Athletic Director) to directly monitor and evaluate compliance of the Contractor.

IV. COMPENSATION.

For all services rendered by Contractor pursuant to this Agreement, School shall pay to Contractor compensation in the amounts and by the dates set forth on Exhibit “D” attached hereto.

V. TERM AND TERMINATION

A. Term. The term of this Agreement shall be for a one (1) year period commencing DATE and ending on DATE unless otherwise terminated by either party in accordance with Paragraph V.B, below

B. Termination. Notwithstanding anything herein contrary, either party shall have the right to terminate this Agreement, with or without cause, by giving at least 90 days prior written notice to the other party; and upon expiration of such ninety (90) day notice period, this Agreement shall be terminated and all obligations, duties and responsibilities of the parties shall cease, except that School shall be obligated to pay any compensation payments due and owing to Contractor under Paragraph IV above.

VI. INDEPENDENT CONTRACTOR. It is hereby understood and agreed that Contractor, in performing the services pursuant to this Agreement, is acting in the capacity of an independent contractor. Contractor represents and warrants that it and its employees and independent Contractor are not agents, servants, partners, nor employees of School. Contractor shall be solely responsible to pay it’s own federal, state, and local withholding taxes and any and all other payments payroll related taxes incurred by Contractor in the performance of the services hereunder. None of the benefits provided by School to its employees, including but not limited to workers’ compensation insurance, disability insurance, medical insurance, and employment insurance are available from School to Contractor and/or any and all of Contractor’s agents, servants, and employees. Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of School or to bind School in any way whatsoever.

VII. INSURANCE. During the term, Contractor agrees to carry worker’s compensation insurance and professional liability insurance coverage. All such insurance coverage shall be underwritten by insurance companies authorized to do business in State of Pennsylvania. Contractor shall furnish School with copies of such insurance coverage certificates by the earlier of the commencement of services provided under the Agreement, or within ninety (90) days of such request by School. The amount of professional liability insurance coverage maintained by the Company shall be at least one million dollars per event and three million dollars in the aggregate

VIII. NOTICE. Any notice required to be given hereunder shall be sufficient if in writing and delivered by hand, by overnight courier, or if sent by certified or registered mail, return receipt requested, to the parties at the following addresses:

If to School:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to Contractor:

YOUR BUSINESS

ADDRESS

Attn: YOUR NAME, ATC

All notices shall be deemed to have been given (a) on the day if hand delivered, (b) on the day

following the date given to a nationally recognized overnight courier service or (c) three (3) days

following the date deposited with the U.S. Postal Service.

VIX. ENTIRE AGREEMENT; NO MODIFICATION This Agreement contains the entire understanding between the parties hereto and supersedes all prior agreements, understandings, representations, warranties and / or covenants, whether written or oral, between the parties regarding the subject matter. This Agreement may not be changed, amended, or modified except by written instrument executives by both of the parties to the Agreement.

X. GOVERNING LAW. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of **STATE**. Any suit or action filed to enforce or contest any provision of this Agreement, or the obligations imposed shall be brought and prosecuted in a court of competent jurisdiction sitting in the State of **STATE**.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals that day and year first above written.

SOME SCHOOL

ATTEST:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BY:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

YOUR BUSINESS

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

TITLE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT “A”

To the Agreement by and between SCHOOL NAME (“School”) and BUSINESS NAME(“Contractor”)

## SERVICES

1. An NATA Certified Athletic Trainer employed by BUSINESS NAME, will be available to provide training services to the School on a regularly scheduled basis.

2. The agreed upon services will include evaluation and treatment of injuries sustained by School’s students during school athletic events, application of first aid and recommendation for exercise or physical measures for minor injuries under the direction, supervision and review of the physicians to be determined by Merion Mercy Academy.

3. The Athletic Trainer will be responsible for the athletic training facility while there, including opening and closing. The Athletic Trainer will also advise the school on inventory status, requisitioning of supplies (i.e. tape, pre-wrap, etc.), and or facility management.

4. The Athletic Trainer will keep accurate records of all athletic injuries reported by school students as occurring during school athletic events and all rehabilitation procedures administered by Athletic Trainer. The Athletic Trainer will also prepare reports on all athletic injuries sustained by school students during school events for the nursing and athletic offices as may be requested.

5. In cooperation with the Athletic Director and staff, the Athletic Trainer will develop and distribute to Athletic Director, Nurse, and Coaches the following information: location of emergency phone and phone numbers.

6. Inspect and take inventory of all team medical kits prior to the beginning of each season.

7. Provide coordination between injured athletes, coaching staff, and team or family physician.

8. The Athletic Trainer shall report directly to the Athletic Director and in his or her absence to the Assistant A.D. or his/her designee.

1. The Athletic Trainer may be requested to speak for educational programs in the School

EXHIBIT “B”

## EVENT COVERAGE NEEDS

1. Coverage of all home events at SCHOOL NAME. The athletic director will dictate which event is to be covered if there are two simultaneous events.
2. Coverage of all away Varsity playoff games for SCHOOL NAME

EXHIBIT “C”

DUTIES AND RESPONSIBILITIES OF SCHOOL

a) To provide an area in which Contractor’s agents can perform the services pursuant to this Agreement and to provide all necessary and required supplies and equipment required in order to perform such services as approved by School’s Athletic Director.

b) Facilitate communications and flexibility between School, coaches, and trainer and school medical staff.

c) Designate an individual (Athletic Director) to directly monitor and evaluate the compliance of the Athletic Trainer with the duties and responsibilities as outlined above.

d) Direct access to all emergency phone locations is mandatory, and it is highly suggested that a portable communication system (i.e. walkie-talkie, cellular phone) is available to Athletic Trainer to ensure a complete communication system is operative at all times during the Athletic Trainer’s performance of services.

e) All School Holiday practice/game schedules which the Athletic Trainer is required to attend must be submitted to the Athletic Trainer fourteen (14) days of the Holiday.

EXHIBIT “D”

COMPENSATION AND PAYMENT SCHEDULE

School shall remit all payments on or before the dates listed on the following schedule:

School Year 2003 /2004

August 15, 2003 $8,333.34

November 15, 2003 $8,333.33

March 15, 2004 $8,333.33

**Total:** $25,000.00

Payments should be made to: BUSINESS NAME

**ADDRESS**

**Attn: YOU**