

BROOKLYN FIGURE SKATING CLUB
Professional Skating Instructor Agreement

This agreement is made by and between the Brooklyn Figure Skating Club at 7600 Memphis Avenue Brooklyn, Ohio 44144 hereinafter referred to as the "Club" and an ice skating professional, hereinafter referred to as "Professional".

(Professional's name)

(address)

(phone)

(E-mail)

The terms of this agreement begins September 1st, 2010 and ends on May 28th, 2011. Unless terminated sooner by the Club and/or Professional.

CONTRACT TERMS

1. Independent contractor:
The Professional acknowledges that the Professional has been retained solely to provide the service 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. Future, Professional is entitled to make such arrangements for coaching lessons as the Professional see 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 general liability with coverage of at least \$1,000,000.00 and with 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 the Agreement, the Professional will deliver to the Club a schedule setting forth in detail the amount and type of such insurance policy and provide a certificate of it in a form satisfactory to the Club, including stipulations that coverages 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 CITY OF BROOKLYN, its agents and employees, the Club and its Board of Directors, officers, employees, agents, successors, and assigns from and against any claim, action, cause of action, loss, damage, cost, expense, judgement or other liability of any kind (including without limitation reasonable attorney's 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 Club, its members and their families, and its business. As a result 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 Club and its officers and employees, except as required by law.
6. Binding Nature:
This Agreement shall be binding upon the Club and the Professional.
7. Encourage All Disciplines of Figure Skating:
The Professional shall encourage every skater to participate in all disciplines in figure skating.
8. Ethics:
The Professional shall be subject to the Professional Standards of Ethics found in the PSA code of ethics, the Official USFS Rule Book and the Constitution and By-Laws of the member Club as each is periodically amended.

9. Rates:
The Club agrees that the Professional may charge a rate for private skating instruction not exceed \$_____per hour.

In witness whereof, the Club and the Professional have set their hands to this Contract on

_____, 20____.
Date

Professional's Signature

BFSC Officer's Signature

Date

Date