

U.S. BASEBALL ACADEMY, INC.

SITE DIRECTOR AGREEMENT FOR PERSONAL SERVICES

Please scan and email to Casey@USBaseballAcademy.com

Date:

THIS AGREEMENT is between U.S. Baseball Academy, Inc., an Ohio corporation,

and _____ an independent contractor located at

_____. (Site Director).

U.S. Baseball Academy operates baseball clinics for children and young adults. U.S. Baseball Academy wishes to engage the Site Director's skills and services for the clinics. The terms of this Agreement are as follows:

1. **Facility.** The Site Director shall secure a binding (preferably written) agreement between the Site Director and the facility owner for use of an adequate sports facility for which to host the clinic from (start time) _____ to (end time) _____ on the following dates:

_____, _____, _____, _____, 20__.

The clinic will be held at:

(Name of school) _____

(Address) _____

Will your camp be indoors or outdoors? _____

If outdoors, will you have an indoor backup facility? Yes or No (please circle) _____

The facility must be pre-approved by U.S. Baseball Academy. Rent, custodial fees and/or building charges incurred in connection with the clinic shall be paid by the Site Director, or if paid by U.S. Baseball Academy, deducted from Site Director's pay.

2. **Coaches.** The Site Director shall organize and manage a staff of high school and/or college coaches for participation and instruction in the clinic. The Site Director shall ensure the player-to-coach ratio as set forth by U.S. Baseball Academy at all times during the clinic. U.S. Baseball Academy in its sole discretion reserves the right to reject a coach in advance of the clinic. U.S. Baseball Academy, Inc. will pay each approved coach \$20 per hour of instruction at the clinic. These coaches must sign a separate Independent Contractor/Coach Agreement with U.S. Baseball Academy, Inc. Coaches can agree to volunteer, with their pay going to the program. In addition, U.S. Baseball Academy will pay "student assistants" \$100 per four days worked to aid coaches in the operation of the clinic. The number of paid student assistants shall be equal to the number of paid hitting coaches. The Site Director may choose to have them volunteer, with the payment going to the program.
3. **Method of Performing Services.** The Site Director shall work with U.S. Baseball Academy's Principal Contact Person to develop and implement an instructional program that maintains the standards of U.S. Baseball Academy.

The Site Director shall notify U.S. Baseball Academy immediately of any injuries sustained at the clinic.

The Site Director shall not allow participation in the clinic by individuals not registered with U.S. Baseball Academy. All clinic attendees must register with U.S. Baseball Academy and pay the applicable fee prior to the start of the clinic.

The Site Director shall not use the name, logo, or registered trademark of U.S. Baseball Academy, nor any of its equipment, drills or format – with the exception of its use for instructional purposes during the clinic – without the express written consent of U.S. Baseball Academy.

U.S. Baseball Academy's mailing list and registrant information are the property of U.S. Baseball Academy and may not be used for any purpose without the express written consent of U.S. Baseball Academy.

4. Term. The Site Director shall perform the agreed upon services for the duration of the clinic as described in section 1 above.
5. Compensation. For services provided, the Site Director shall receive a coaching fee of \$400 (4 1/2-hour clinic) or \$500 (six-hour clinic), plus a Site Director bonus of \$10 per paid registrant. The Site Director will receive an additional bonus of \$100 if paid registrants surpass 100, \$200 if paid registrants surpass 200, or \$300 if registrants surpass 300. U.S. Baseball Academy shall not withhold income, social security, and other employment taxes from any sum paid hereunder. The Site Director shall be solely responsible for all of his or her own taxes and benefits.
6. Principal Contact Person. The Principal Contact Person of U.S. Baseball Academy shall be Joe Marker, unless designated otherwise. All communication regarding this Agreement shall be directed to him. Only the Principal Contact Person may authorize additional services or otherwise modify this agreement.
7. Assignment. The Site Director may not assign this Agreement or subcontract any portion of the services contemplated hereunder without the prior written consent of U.S. Baseball Academy.
8. Default. In the event that the Site Director fails to perform satisfactorily the terms of this Agreement, U.S. Baseball Academy will deem the Site Director in default. In the event of default, the Site Director shall forfeit all rights to compensation. In addition, if the Site Director terminates or seeks to terminate the Agreement or any part of the Agreement prior to the start of the clinic, the Site Director will be assessed a penalty. The penalty will equal all expenses assumed by U.S. Baseball Academy in connection with the subject clinic, including but not limited to the cost of tuition reimbursement to clinic participants, advertising expenses, t-shirt expenses, and loss of goodwill. U.S. Baseball Academy can agree to waive said penalty provided that the Site Director finds a suitable replacement – subject to U.S. Baseball Academy's approval.
9. Termination Rights. U.S. Baseball Academy reserves the right to terminate this Agreement, at its sole discretion, and without penalty or obligation, at any time before five (5) days prior to the start of the clinic.
10. Renewal. This agreement is renewable for subsequent years if agreed upon by both parties. In the event the Site Director opts not to renew the agreement, the Site Director agrees not to organize, coach, or associate himself in any way with a similar or competing program for a period of two (2) years from the date of the last clinic the Site Director participates in within the same county or contiguous counties of the subject facility.
11. Services. U.S. Baseball Academy provides an itinerary of drills, equipment, and administrative services such as marketing, advertising, public relations, player registration, payment processing, liability insurance and web site maintenance. U.S. Baseball Academy maintains a \$3 million liability insurance policy and will supply a copy of the insurance certificate upon renewal in the fall.
12. General.

- A. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Ohio. Any action to enforce this agreement may be brought in Shelby County, Ohio.
- B. Severability. In the event that any clause or provision of this Agreement is determined to be invalid or unenforceable, such a determination shall not affect the validity or enforceability of any other clause or provision of this agreement.
- C. Counterparts. This Agreement may be executed in counterparts.

U.S. BASEBALL ACADEMY, INC.

Signature: _____ Date: _____
 Joe Marker, President
 U.S. Baseball Academy, Inc.
 13121 Eastpoint Park Blvd
 Louisville, KY 40223
 Phone: 866-622-4487

INDEPENDENT CONTRACTOR / SITE DIRECTOR

I have read this Agreement in full and understand my rights and responsibilities described therein.
 By signing below, I agree to be bound by its terms and conditions.

Name: _____
 School _____
 Signature: _____ Date: _____
 Home address: _____
 SS#: _____
 Home phone: _____ Work phone/cell: _____
 Fax Number: _____
 Email Address: _____