

CERTIFIED SPORTS PROFESSIONAL LICENSE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the Genesee Foundation and _____ (“ Certified Professional”).

WHEREAS, the Foundation is the owner and operator of certain premises and recreational facilities, including, but not limited to racquetball and tennis courts and swimming pools and weight & cardio facilities; and

WHEREAS, the Certified Professional desires to utilize the appropriate Foundation Facilities to contract with individuals and/or groups for private sport instruction; and

WHEREAS, the Foundation agrees to allow the Certified Professional the use of the Foundation Facilities subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and conditions set forth herein, the Foundation and the Certified Professional agree as follows:

1. The Foundation agrees to allow the Certified Professional use of the appropriate Foundation Facilities for instruction to Genesee Foundation residents subject to the following:
 - A. The Certified Professional must maintain his/her certified status in order to provide instruction on Foundation Facilities.
 - B. The contractual relationship for instruction shall be strictly between the student and the Certified Professional. The fees to be paid for the instruction shall be determined by the Certified Professional and the student shall pay such fees directly to the Certified Professional. The Foundation shall have no responsibility for collection of such fees. The Certified Professional shall not be considered an employee of the Foundation for any activity conducted under this License Agreement.
 - C. The Certified Professional shall provide such private lessons at his/her discretion and at times of his/her choosing within hours that may be restricted to avoid interference with other Foundation business and events, and to ensure adequate play by other Foundation residents.
 - D. The Foundation shall not be responsible for any actions taken or damages caused by the Certified Professional during any instruction period. The Certified Professional agrees to indemnify and hold harmless the Foundation from any damages, including reasonable

attorney's fees, arising out of the use of the Foundation Facilities pursuant to this Agreement. The Foundation will not, in any way, exercise any supervisory responsibility over the Certified Professional during any instruction period.

E. The Certified Professional shall pay a quarterly fee to the Foundation in accordance with the rates set forth herein, for the utilization of the Foundation Facilities for the profit of the Certified Professional, as an independent contractor to the student.

2. In addition to the above obligations, the Certified Professional agrees to:
 - A. Adhere to all user standards and rules of the Foundation Facilities.
 - B. Provide the Foundation with current certification of one million dollars of liability insurance coverage. The Genesee Foundation shall be named as an additional insured.
 - C. Be currently certified as a member in at least one Professional Athletic/Personal Training Association. Provide evidence of professional certification along with current CPR and First Aide certification.
 - D. The Certified Professional shall maintain required certifications though out the training quarters.
3. The professional quarterly fees to be assessed by the Foundation shall be within the following limits:

\$150.00 per quarter (Beginning January 1, 2009)
\$600.00 per year
4. This agreement shall become effective as of the date set forth above.
5. The Foundation reserves the right to revoke, at any time, with or without cause, the certified status and corresponding privileges of the Certified Professional. Upon written notice of revocation, this agreement shall be considered immediately terminated.
6. This agreement contains the entire agreement between the parties and cannot be modified except by a written instrument subsequently executed by the parties. This agreement, and the terms and conditions herein, apply to, and are binding on, the legal representatives, successors and assigns of both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

GENESEE FOUNDATION

Name

Title

Date

CERTIFIED PROFESSIONAL

Name

Title

Date

STATE OF COLORADO)
) Ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____ .

Witness my hand and official seal.

Notary Public

My Commission expires: _____