

KTB FL Sports Arena, LLC/Hertz Arena
11000 Everblades Parkway
Esteros, FL 33928

This agreement, dated this _____, is entered into between KTB Florida Sports Arena, LLC (hereinafter referred to as "Hertz Arena") and _____ (herein referred to as "Guest Coach") for the privilege to teach private lessons at Hertz Arena, located at 11000 Everblades Parkway, Esteros, Florida from:

_____.

Any coach who does not hold a current contract with KTB Florida Sports Arena, LLC is a guest coach and is welcome to periodically teach on Hertz Arena freestyle sessions or public sessions provided the following criteria is met:

1. **Term.** Upon approval from the Skating Director at Hertz Arena, completion of Guest Coaching Agreement and submission of a copy of Coach's liability Insurance policy, the Guest Coach agrees to submit a list of skaters he/she will be instructing to the Skating Director. The Guest Coach will inform the Skating Director of any new skaters. The Guest Coaches are only to teach their own students during freestyle and public skate sessions. Guest Coach is not authorized to teach any off-ice or Learn to Skate USA classes. As a private facility, Hertz Arena reserves the right to approve or deny and guest coach to teach within Hertz Arena. Some exceptions and special circumstances may be granted by the Hertz Arena skating director and recreation facility manager.
2. **Membership.** The Guest Coach must be a member of the Professional Skaters Association and be actively pursuing their ratings exams.
3. **Insurance.** The Guest Coach must provide a copy of current liability insurance.
4. **Commissions.** Commission will be \$10.00 per half hour or \$20 per hour for Guest Coaching. Commissions will be paid daily at Hertz Arena recreation department.
5. **Indemnification.** The Guest Coach accepts and clearly understands that there are inherent and other risks involved in the activities of ice skating and that injuries are a common and ordinary occurrence of these activities. The Guest Coach freely assumes any and all risks of injuries to himself/herself and his/her students while participating in these activities on KTB Florida Sports Arena/Hertz Arena's premises. The Guest Coach, for himself/herself and on behalf of his/her heirs, assigns, personal representatives and next of kin, hereby releases and holds harmless KTB Florida Sports Arena, LLC/Hertz Arena and its assignees, members, managers, officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors, of the premises used to conduct the event ("Releases") with respect to any and all injury, disability, death, or loss or

damage to person property, whether arising from the negligence of the Releases or otherwise.

- 6. **Facilities.** Guest Coach will not have access to the Pro’s Room. KTB Florida Sports Arena, LLC/Hertz Arena assumes no responsibility whatsoever for any property placed on the premises, and KTB Florida Sports Arena, LLC/Hertz Arena and its assignees, members, managers, officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, and advertisers, are hereby released and discharged from any and all liability for any loss of property that may be sustained by reason of the use of said premises under this Agreement.
- 7. **Soliciting/Behavior.** Soliciting students/skaters of the Hertz Arena Learn to Skate program, students of another coach, or persons on public sessions is prohibited. Defaming of any Hertz Arena programs, policies, procedures, employees or staff members is prohibited. Advertising of another ice arena within Hertz Arena will not be tolerated.
- 8. **Renewal/Termination Agreement.** At its discretion, KTB Florida Sports Arena, LLC/Hertz Arena reserves the right to terminate or renew this Agreement for any reason with or without notice. The Coach may terminate this Agreement at any time in writing.
- 9. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties.
- 10. **Approved Skater List for Guest Coach**

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____

The Guest Coach, the undersigned, has read, understands, and agrees to the terms of the above “Guest Coach Agreement.” IN WITNESS THERE the parties hereto have executed this agreement.

For KTB FL Sports Arena, LLC

Kandis Hawkins
Kandis Hawkins, Skating Director
11000 Everblades Parkway
Estero, FL 33928
239-948-7825 ext 1302

Date

Agreed and accepted by:

Signature

Name (please print)

Date