

National Sports Massage & Athletic Practitioners™, LLC
INDEPENDENT CONTRACTOR AGREEMENT



National Sports Massage & Athletic Practitioners™, LLC, also known as National Sports M.A.P.™, nationalsportsmap.com, and NSMAP™ (hereinafter, “Company”), with its principal place of business at 601 W. 11th Ave, Denver, Colorado 80204, acknowledges this agreement entered into as of

the _____ day of _____, 20____, between Company and _____ (“Subcontractor Printed Name”).

1. **Independent Contractor.** Subject to the terms and conditions of this Agreement, Company hereby engages Subcontractor as an independent contractor to perform the services set forth herein, and Subcontractor, hereby accepts such engagement.
2. **Duties, Term, and Compensation:**
 - a. **General Duties.** Subcontractor will be working in the sports and recreation field, providing sports massage, athletic training, or medical services to athletes and possibly spectators, event managers. Subcontractor is responsible for maintaining any and all applicable state and/or national certifications, licenses and insurance.
 - b. **Term.** This engagement shall commence upon execution of this Agreement and shall continue in full force and effect for one year from the effective date above. The Agreement may be extended thereafter with updated W-9 form and by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.
 - c. **Compensation.** Attachment A is an outline of the compensation and other information related to the various practitioner positions.
 - d. **Event Duties, Term, and Compensation.** Subcontractor’s duties, term of engagement, compensation, and provisions for payment thereof shall be as set forth prior to any event worked and are applicable to that particular event only. The duties, length of event, and compensation terms will be set between the Company and Event Managers prior to the event. Subcontractor will report to Event Managers in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by Event Managers and agreed to by Subcontractor.
3. **Expenses.** During the term of this Agreement, the Subcontractor shall endure all of the expenses necessary for their position, including but not limited to, registration on Nationalsportsmap.com. Company will not reimburse Subcontractor for any expenses incurred for working events. If applicable, prior to the event start, certain events will communicate whether they will provide goods for Subcontractor, or will compensate Subcontractor for bringing their own products (*See* Attachment A.) Typical costs incurred for a Subcontractor are:
 - Website membership (Currently No Fees)
 - State and/or national certifications and/or licenses, insurance
 - Gasoline, mileage, vehicle maintenance
 - Muscle creams and lotions
 - Business cards, flyers and signs
 - Athletic tape and emergency supplies
 - Sports medicine or massage table
4. **Website Membership.** Completion of all documents is needed to obtain and work with Company. When filling out your profile, please include all proper information: photo, full name, location, website, phone number, e-mail address, specific skill sets. We do require copies of certifications, insurance, and/or licenses that are required to work in your area. You will receive communication from National Sports M.A.P.™ regarding your skill sets and line of work. Membership is free for the first year. Members must e-mail these to info@nationalsportsmap.com.
5. **Written Reports.** Company may request that a final event report be filed, as well as an incident/injury report completed by Subcontractor, on an individual basis. A final results report shall be due at the conclusion of the work and shall be submitted to Company within a 3-day post-event window. The results report shall include the

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player sign-up sheet or a written report that documents injuries reported to Certified Athletic Trainers, Physical Therapists, and Emergency Medical Technicians. All incidents/injuries must be included in this documentation. Any event participant sent to the hospital after being seen and/or treated by Subcontractor prior to the trip must be included in this report, including contact information (phone, email).

6. **Inventions.** Any and all inventions, discoveries, developments, and innovations conceived by Subcontractor during this engagement relative to the duties under this Agreement shall be the exclusive property of Company; and Subcontractor hereby assigns all right, title, and interest in the same to Company. Any and all inventions, discoveries, developments and innovations conceived by Subcontractor prior to the term of this Agreement and utilized by him/her in rendering duties to Company are hereby licensed to Company for use in its operations and for an infinite duration.
7. **Confidentiality.** Subcontractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by Company and/or used by Company in connection with the operation of its business including, without limitation, Company's business and product processes, methods, customer lists, accounts and procedures. Subcontractor agrees that he/she will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with Company. All files, records, documents, blueprints, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of Company, whether prepared by Subcontractor or otherwise coming into his/her possession, shall remain the exclusive property of Company. Subcontractor shall not retain any copies of the foregoing without Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by Company, Subcontractor shall immediately deliver to Company all such files, records, documents, specifications, information, and other items in his/her possession or under his/her control. Subcontractor further agrees that he/she will not disclose retention as an independent contractor or the terms of this Agreement to any person without the prior written consent of Company and shall at all times preserve the confidential nature of his/her relationship to Company and of the services hereunder.
8. **Conflicts of Interest; Non-hire Provision.** Subcontractor represents that he/she is free to enter into this agreement and that this engagement does not violate the terms of any agreement between Subcontractor and any third party. Further, Subcontractor, in rendering his/her duties shall not utilize any invention, discovery, development, improvement, innovation, or trade secret in which he/she does not have a proprietary interest. During the term of this agreement, Subcontractor shall devote as much of his/her productive time, energy, and abilities to the performance of his/her duties hereunder as is necessary to perform the required duties in a timely and productive manner. Subcontractor is expressly free to perform services for other parties while performing services for Company, so long as such services do not interfere with Subcontractor's work for and with Company. For a period of one year following any termination, Subcontractor shall not, directly or indirectly hire, solicit, or encourage to leave Company's employment, any employee, consultant, or contractor of Company or hire any such employee, consultant, or contractor who has left Company's employment or contractual engagement within one year of such employment or engagement.
9. **Agreement Not to Compete.** Subcontractor agrees to not compete in the primary business of Company, nationalsportsmap.com, which is a professional online network that provides massage and athletic practitioners for Sports and Event Organizations.
 - a. Among the considerations Subcontractor must take as direct or indirect competitive business practices, the following that are considered reason for termination as well as potential lawsuit are:
 - (i) Starting a website that seeks independent contractors in sports services.
 - (ii) Joining professional associations, or networks, as a business owner in similar industry, of which Company is a part, without consent.
 - b. **Right to an Injunction.** Subcontractor acknowledges and agrees that if he or she breaches or threatens to breach any of the terms of this agreement, Company will sustain and enforce the terms and conditions of this

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- _____ Initials contract.
- _____ Initials c. **Open Availability.** Subcontractor acknowledges this contract as in no way interfering with his or her opportunities to provide his or her skills as an Independent Contractor, Small Business Owner, or to work as an Employee for another business.
- _____ Initials d. **Definition of Non-Compete.** As used herein, “non-compete” shall mean that Subcontractor shall not own, manage, operate, consult or be employed in a business substantially similar to or competitive with, the present primary business of Company or such other business activity in which Company may substantially engage during the term of contract work (unless future partnership opportunity is agreed upon).
- _____ Initials e. **Parameters.** This non-compete agreement is legal and binding. The parameters are for the entire term of the online membership and this contract will be enforced one year to the date after online membership expires.
- _____ Initials f. Opportunities to create a new business venture with Sports Massage Therapists and other Athletic Practitioners from Company should be submitted in writing 30 days prior to filing any business documents.
- _____ Initials g. Subcontractor agrees to retain said information as confidential, as a onetime use only document, and not to use said information on his/her own behalf, for any other business opportunity, or disclose same information to any third party. Subcontractor agrees to follow these confidentiality guidelines for maintaining phone numbers and e-mail information of the tournament directors, event managers, event organizers from Convention and Visitor Bureaus, and Convention Centers/Sports Commissions.
- _____ Initials 10. **Right to Injunction.** The parties hereto acknowledge that the services to be rendered by Subcontractor under this Agreement and the rights and privileges granted to Company under the Agreement are of a special, unique, unusual, and extraordinary character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated by damages in any action at law, and the breach by Subcontractor of any of the provisions of this Agreement will cause Company irreparable injury and damage. Subcontractor expressly agrees that Company shall be entitled to injunctive and other equitable relief in the event of, or to prevent, a breach of any provision of this Agreement by Subcontractor. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies that Company may have for damages or otherwise. The various rights and remedies of Company under this Agreement or otherwise shall be construed to be cumulative, and no one of them shall be exclusive of any other or of any right or remedy allowed by law.
- _____ Initials 11. **Merger.** This Agreement shall not be terminated by the merger or consolidation of Company into or with any other entity.
- _____ Initials 12. **Termination.** Company may terminate this Agreement at any time with 10 working days’ written notice to Subcontractor. In addition, if Subcontractor is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of Company, is guilty of serious misconduct in connection with performance hereunder, performs work under the use or perceived use of drugs or alcohol, or materially breaches provisions of this Agreement, Company at any time may terminate the engagement of Subcontractor immediately and without prior written notice to Subcontractor. A “no call-no show” will automatically result in loss of profile, membership, and contract work with Company. In the case of two missed days, where communication was made by Subcontractor to Company, Subcontractor’s case shall be reviewed and possible suspension or termination may result. In the case of three missed days within a one year period, Subcontractor’s case shall be reviewed and probable suspension and termination shall result.
- _____ Initials 13. **Independent Contractor.** This Agreement shall not render Subcontractor an employee, partner, agent of, or joint venture with Company for any purpose. Subcontractor is and will remain an independent contractor in his/her relationship to Company. Company shall not be responsible for withholding taxes with respect to Subcontractor’s compensation hereunder. Subcontractor shall have no claim against Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker’s compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- _____ Initials 14. **Insurance.** Subcontractor will carry liability insurance (including malpractice insurance, if warranted) relative to

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Initials _____ any service that he/she performs for Company.

15. **Successors and Assigns.** All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.
16. **Choice of Law.** The laws of the state of Colorado shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.
17. **Arbitration.** Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in Colorado in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
18. **Headings.** Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
19. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
20. **Assignment.** Subcontractor shall not assign any of his/her rights under this Agreement, or delegate the performance of any of his/her duties hereunder, without the prior written consent of Company.
21. **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Subcontractor:

Name: _____
Street Address: _____
City, State, Zip: _____

If to Company:

National Sports M.A.P.™, LLC
601 West 11th Ave. Suite #114
Denver, CO 80204

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

22. **Modification or Amendment.** No amendment, change, or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
23. **Entire Understanding.** This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.
24. **Unenforceability of Provisions.** If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.
25. **Signatures.** This Agreement may be executed in counterparts. Facsimile signatures shall be as effective as if originals.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

Subcontractor Printed Name

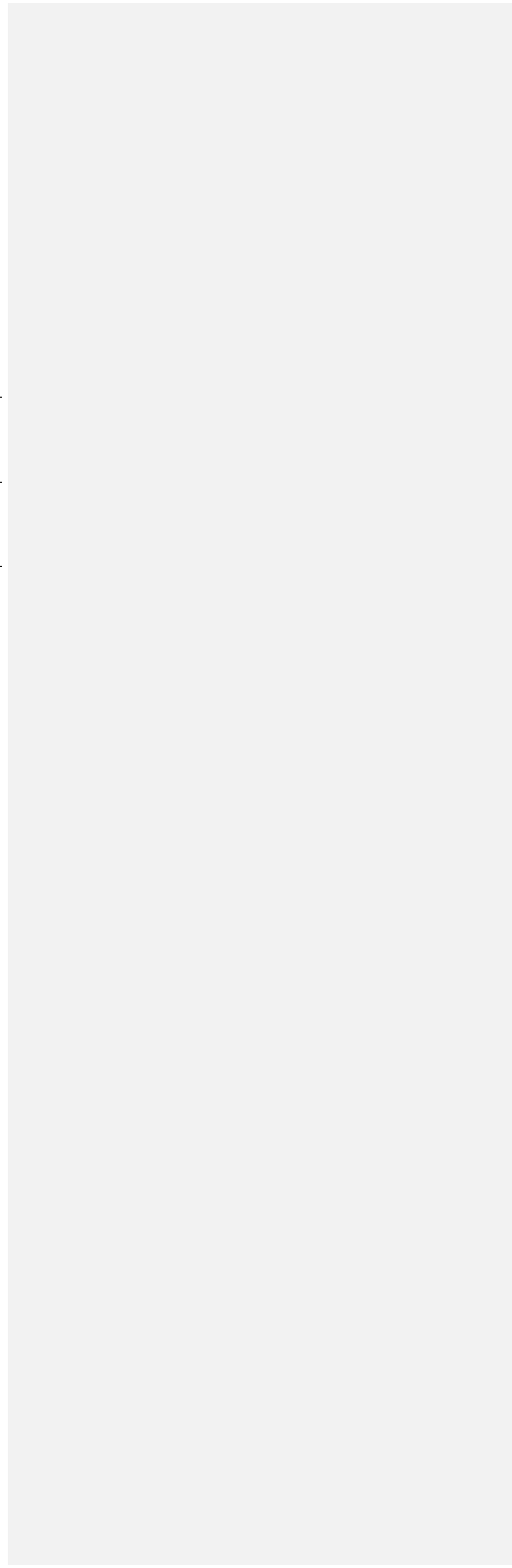
Company Representative Printed Name

Subcontractor Signature

Company Representative Signature

Date

Date



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**SCHEDULE A: COMPENSATION
INFORMATION**

<u>Acupuncturist:</u>	\$80 -\$125/day + tips*
<u>Certified Athletic Trainer / Physical Therapist:</u>	Between \$20 - \$25 / hr*
<u>Emergency Medical Technician / Paramedics</u>	\$15 - \$25/hr*
<u>Certified Chiropractic Sports Practitioners (CCSP):</u>	\$80 -\$125/day + tips*
<u>Sports Massage Therapists:</u>	\$80 -\$125/day + tips*

*Compensation structure for each practitioner will be identified before practitioner works event.

TIPS ARE PRACTITIONERS 100%.

SCHEDULE B: COMPENSATION STRUCTURE

Please Select Your Preferred Payment Method:

PayPal **Arrives 1-4 days If PayPal, preferred e-mail / phone #: (____)_____

Direct Deposit **Arrives 2-4 days If Direct Deposit, Acct. Name: _____

Routing #: _____ Account #: _____

Hard Copy **Arrives 3 – 10 days If Hard Copy Check, preferred mailing address:

Payment will be made no later than 10 business days after working an event.

Print: _____

Signature: _____ **Date:** ____ / ____ / ____