

**CITY OF ANGLETON, TEXAS
INDEPENDENT CONTRACTOR AGREEMENT**

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “Agreement”) is made and entered into as of the date fully executed (the “Effective Date”), by and between the **City of Angleton, Texas**, a Texas municipality (hereinafter referred to as the “City of Angleton”), and **Reward Flip, Inc. (d/b/a i9 Sports and i9 Sports, LLC)** (the “Independent Contractor”). The City of Angleton and the Independent Contractor may be referred to, individually, as a “Party” or, collectively, as the “Parties.”

WITNESSETH:

WHEREAS, the Independent Contractor desires to provide its services to the City of Angleton pursuant to the terms and conditions contained in this Agreement; and

WHEREAS, the City of Angleton desires to receive such services from the Independent Contractor.

NOW, THEREFORE, for and in consideration of the mutual promises to each other, as hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do mutually agree as follows:

1. Scope of Services. The Independent Contractor shall provide program services to the City of Angleton pursuant to the terms and conditions provided and set forth herein (the “Services”). All materials, class supplies, labor (including set-up and tear-down), equipment, and other services required to be performed by Independent Contractor under this Agreement are to be provided by the Independent Contractor. The City of Angleton cannot and will not purchase supplies for Independent Contractor utilizing the City of Angleton’s tax exempt status.

These Services, the provision of which Independent Contractor shall be responsible for and which shall be provided by the Independent Contractor to the City of Angleton at the option, instruction, and election of the City of Angleton, with each program starting and ending on the date indicated – beginning at the time indicated and ending at the time indicated, if listed – at the venue indicated, unless otherwise agreed to in writing by the Parties, shall include the following,

	PROGRAM	CATEGORY	START	END	TIMES	DAYS	LOCATION
1.	Winter Clinic	Volleyball	01/03/2023	01/24/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
2.	Winter Clinic	Volleyball	01/31/2023	02/21/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
3.	Spring Clinic	Volleyball	02/28/2023	03/29/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
4.	Spring League	Volleyball	04/01/2023	05/20/2023	9:00 am – 3:00 pm	Sat	Angleton Rec. Center
5.	Spring Clinic	Volleyball	04/04/2023	04/25/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
6.	Spring Clinic	Volleyball	05/02/2023	05/23/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center

7.	Summer Camp	Volleyball	06/05/2023	06/09/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
8.	Summer Camp	Flag Football	06/12/2023	06/16/2023	9:00 am – 12:00 pm	Mon – Fri	Bates Park (Kings Field)
9.	Summer Camp	Volleyball	06/19/2023	06/23/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
10.	Summer League	Volleyball	06/24/2023	08/12/2023	9:00 am – 3:00 pm	Sat	Angleton Rec. Center
11.	Summer League	Flag Football	06/24/2023	08/12/2023	9:00 am – 3:00 pm	Sat	Bates Park (Kings Field)
12.	Summer Camp	Flag Football	06/26/2023	06/30/2023	9:00 am – 12:00 pm	Mon – Fri	Bates Park (Kings Field)
13.	Summer Camp	Volleyball	07/10/2023	07/14/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
14.	Summer Camp	Flag Football	07/17/2023	07/21/2023	9:00 am – 12:00 pm	Mon – Fri	Bates Park (Kings Field)
15.	Summer Camp	Volleyball	07/24/2023	07/28/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
16.	Summer Camp	Flag Football	07/31/2023	08/04/2023	9:00 am – 12:00 pm	Mon – Fri	Bates Park (Kings Field)
17.	Summer Camp	Volleyball	08/07/2023	08/11/2023	9:00 am – 12:00 pm	Mon – Fri	Angleton Rec. Center
18.	Fall Clinic	Volleyball	08/15/2023	09/05/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
19.	Fall Clinic	Volleyball	09/12/2023	10/03/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
20.	Fall League	Volleyball	09/16/2023	10/28/2023	9:00 am – 3:00 pm	Sat	Angleton Rec. Center
21.	Fall Clinic	Volleyball	10/10/2023	10/31/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center
22.	Fall Clinic	Volleyball	11/07/2023	12/05/2023	5:00 pm – 6:15 pm	Tue	Angleton Rec. Center

Independent Contractor shall be responsible for enrolling all participants. A minimum of four (4), per scheduled program, must be received by the City of Angleton prior to commencement of such scheduled program. The City of Angleton reserves the right to cancel any program that does not meet the minimum enrollment requirements as determined at the sole discretion of the City of Angleton.

Independent Contractor understands and acknowledges that instructor-to-participant ratios are crucial to the success of any program, and the consideration of actual activities performed as well as the ages of participants will affect this ratio. The Independent Contractor must provide a safe program setting by providing appropriate supervision and instruction.

Independent Contractor shall cooperate with the City of Angleton in the City of Angleton’s application and enforcement of Section 17-3 of the City of Angleton’s Code of Ordinances, “Standard for Care for Youth Recreational Programs,” which has been attached and incorporated hereto as Exhibit B, the Services provided by Independent Contractor The City of Angleton reserves the right to require additional supervision or program modification based on a mutually agreed upon State or national standard (e.g. American Camping Association, United States Tennis Association, Texas Department of Licensing and Regulation) to be provided by the Independent

Contractor at the sole expense of Independent Contractor based upon the program activities and ages of participants.

2. **Term.** This Agreement shall be effective as of the Effective Date and shall expire on December 31, 2023 (the “Term”), unless terminated earlier as provided herein.

3. **Duties and Responsibilities of Independent Contractor.** During the Term of this Agreement, the Independent Contractor shall have the full and complete obligation and responsibility to provide all labor, services, employees, materials, and equipment required to provide the Services in accordance with the terms of this Agreement.

a. ***No Employee Relationship.*** The Independent Contractor, its employees, staff, agents, directors or assigns are not agents, employees, or servants of the City of Angleton or its affiliates and shall not claim any such status or rights associated with the same. Nothing contained herein shall authorize the Independent Contractor, its employees, staff, agents, directors, or assigns to assume or create any obligation or responsibility, expressed or implied, on behalf of, or in the name of, the City of Angleton or its affiliates or to bind it in any manner.

b. ***Timely Performance.*** The Independent Contractor shall report to all scheduled classes or programs on time and be prepared to provide the Services. Failure by the Independent Contractor to timely report for a scheduled class or program or failure to be fully prepared to provide the Services shall constitute a breach of this Agreement for which the City of Angleton may, but is not obligated to, terminate this Agreement. Alternatively, the City of Angleton may require an additional twenty-five percent (25%) of Independent Contractor’s fee for that particular class or program as a fee for failure to timely report for that scheduled class or program (a “Late Fee”).

If the Independent Contractor fails to report to said class or program at all for any reason, the City of Angleton may require up to one-hundred percent (100%) of the Independent Contractor’s fee for that particular class or program as a fee for failure to timely report for that scheduled class or program (a “No Show Fee”), it being fully acknowledged and agreed to by the Parties that the harm caused by any untimely performance or failure to be available by the Independent Contractor is incapable or difficult to estimate or cure and that the Late Fee and No Show Fee are reasonable estimates of just compensation to the City of Angleton for such breach.

c. ***Warranty.*** The Independent Contractor warrants to the City of Angleton that all materials and equipment to be furnished in connection with this Agreement have been properly inspected by the Independent Contractor and are of good quality and fit for their intended purpose and free from any defects and that the Independent Contractor and its agents or employees performing under this Agreement have any and all licenses, certifications, permits, and other like authorizations and documents required by law to perform the Services or to be maintained by professionals providing similar services.

d. ***Drug-Free; Background Checks.*** The Independent Contractor shall enforce a drug-free workplace for the Independent Contractor and all of its employees, staff, agents, directors, and assigns. This includes requiring Independent Contractor, its applicants, and its

employees (for purposes of this paragraph, the Independent Contractor is required to test anyone for whom the Independent Contractor withholds and is responsible for reporting payroll taxes, using its IRS-assigned EIN, including the Independent Contractor), at Independent Contractor's expense, to submit to a drug test prior to performing work within the City of Angleton and upon reasonable suspicion in the workplace. The remainder of this paragraph is intended to and shall apply to all the Independent Contractor's employees, as defined above. The Independent Contractor shall provide satisfactory proof of such testing at any time requested by the City of Angleton. The City of Angleton retains the authority to prohibit any of such the Independent Contractor's employees, staff, agents, directors, or assigns from providing the Services described hereunder based on either adverse test results or upon reasonable suspicion of drug or alcohol usage while services are being performed. The Independent Contractor shall, within thirty (30) days of contract execution, perform a criminal background check for all of the Independent Contractor's employees performing work within the City of Angleton. Such checks shall cover the previous seven (7) years, showing no convictions other than minor traffic offenses, and shall be performed in all states in which the employee, subject to the criminal background check, has resided during that time. The background checks shall be at the Independent Contractor's expense and shall be completed at least thirty (30) days prior to hosting classes or within thirty (30) days of Agreement. The City of Angleton shall retain the authority to prohibit any of such Independent Contractor's employees, staff, agents, directors, or assigns from providing the Services described hereunder based on failure to satisfy such background checks or for any arrest involving offenses of crimes against the person, moral turpitude, and/or felony offenses under state, federal, or local law.

e. ***Audits by City.*** Independent Contractor agrees that representatives of the City of Angleton or other authorized personnel of the City shall have access to and the right to audit, examine, or reproduce any and all records of the Independent Contractor related to the performance of this Agreement, including but not limited to all documents related to the performance of the Services hereunder. The Independent Contractor shall retain all such records for a period of three (3) years after final payment on this Agreement or until all audit matters that the City of Angleton has brought to the attention of the Independent Contractor are resolved, whichever is longer.

f. ***Cancellation of Services.*** Cancellation of Services may occur for a number of reasons, including but not limited to the termination of this Agreement, dangerous weather events, and potential facility issues. Independent Contractor shall be solely responsible for communicating with and transmitting information regarding cancellation, for any reason, of Services to all participants. Independent Contractor shall, by email correspondence, notify participants of any cancellation of Services.

Should cancellation of Services occur due to potentially dangerous weather events (e.g., hurricanes, torrential rain events, flooding, tornadoes, dangerous heat waves), Independent Contractor's designated weather hotline shall be updated, and the Services scheduled for that day or days will be rescheduled to the following week. When Services cannot be rescheduled, Independent Contractor shall make all attempts to schedule same-day Services (e.g., doubleheader games) to replace cancelled Services.

4. Duties and Responsibilities of the City of Angleton. During the Term of this Agreement, the City of Angleton will provide the following:

a. ***Facilities.*** The City of Angleton shall provide facilities for use by the Independent Contractor and shall ensure that such facilities are in proper working order. The Independent Contractor will notify the City of Angleton immediately if repairs are needed. An on-call number is available to facilitate after-hours notification of repairs. (For after-hours notification of repairs, the Independent Contractor should call (979) 849-4364, option 5.) While repairs are in progress, alternate facility accommodations may need to be made but may not be guaranteed by the City of Angleton, it being understood that such failure to provide alternate facilities shall not be a breach of this Agreement.

b. ***Registration.*** Independent Contractor shall conduct registration, collect participation fees, and process class transfers or refunds for any and all Services provided.

c. ***Rosters, Enrollment, and Registration.*** The Independent Contractor shall provide rosters, enrollment forms, and registration documents (all of which may be referred to in this Agreement as “rosters” and may be interchanged as such) of all program participants to the City of Angleton on a per league and per clinic basis. The City of Angleton may, at the City of Angleton’s option, request additional documentation, if and as needed, and Independent Contractor shall comply with such request, to the best of Independent Contractor’s ability, to provide such documentation.

d. ***Publicity.*** The City of Angleton shall publicize the leagues and clinics through the most appropriate medium as determined at the sole discretion of the City of Angleton. The Independent Contractor is authorized to conduct supplemental publicizing only utilizing materials preapproved by the City of Angleton.

e. ***Monitoring.*** The City of Angleton reserves the right to monitor all leagues, clinics, and activities performed hereunder to ensure adequate quality services are being performed and that the provisions of this Agreement and its Exhibits are being followed.

f. ***Refund Policy.*** Refunds shall be given in accordance with Independent Contractor’s “Registration Agreement,” which has been attached and incorporated hereto as Exhibit C. Independent Contractor shall require the parent or guardian of all participants to sign this “Registration Agreement,” acknowledging Independent Contractor’s refund procedures, which state:

“All deposits and fees are non-refundable under all circumstances.”

5. Media Release. The Independent Contractor hereby designates the City of Angleton as a “designee” for all purposes as those purposes relate to Independent Contractor’s “Photo Release Waiver,” which Independent Contractor guarantees shall be obtained – either executed or declined – from a parent or guardian of a participant upon registration and prior to a participant’s involvement in any clinic or league, and shall provide the City of Angleton with copies of such executed “Photo Release Waiver” for each registered participant or written notice that the parent or guardian declined to execute the “Photo Release Waiver” for whatever reason. Independent

Contractor’s “Photo Release Waiver” has been attached and incorporated hereto as *Exhibit D*. Independent Contractor hereby releases to the City of Angleton the right to use, publish, and reproduce, for all purposes, pictures, video recordings, and printed and electronic copies of any images of the Independent Contractor while performing the Services in any and all media, including, without limitation, the Internet and print media. Independent Contractor further grants all right, title, and interest to the City of Angleton that may exist in the finished pictures, negatives, reproductions, and copies of original prints, and further grants the right to exhibit the prints or copies thereof for marketing, communications, and advertising purposes, as the City of Angleton deems fit. Independent Contractor hereby waives the right to receive any payment for such release and waives the right to receive any such payment for the continued use thereof.

6. Time Requirements. The Independent Contractor, its employees, staff, agents, directors, and assigns shall devote, during the term of this Agreement, all of the time, energy, and skills necessary for the performance of the Services and shall periodically, or at any time upon request by the City of Angleton, submit any reports requested by the City of Angleton including, but not limited to, time reports regarding the Services provided to the City of Angleton.

7. Fees to be Paid by Independent Contractor. The Independent Contractor shall pay the City of Angleton on a “per program” basis for the Services in connection with this Agreement. The exact amount of each payment for each program shall be agreed upon in writing by the City of Angleton and the Independent Contractor prior to any work being performed, in accordance with *Exhibit A* attached and incorporated hereto, and which upon written agreement of the Parties shall be affixed to this Agreement as if it were a part of this Agreement, with all necessary supporting documentation for such payment, including but not limited to program rosters, enrollment information, and participant registration information, to be submitted by Independent Contractor in conjunction with any proposed payment amount, which shall be subject to increase or reduction as provided herein. Unless otherwise agreed to in writing, Independent Contractor shall pay the City of Angleton on a “per program” basis with a minimum of four (4) and a maximum of twelve (12) paid enrollments per program pursuant to the following price schedule:

PROGRAM	PRICE <i>(with expiration date of discount, if applicable)</i>
Winter Clinic	\$90.00 per participant
Spring Clinic	\$90.00 per participant
Spring League	\$120.00 per participant (Off-season Fee)
	\$130.00 per participant (Early Registration Fee)
	\$140.00 per participant (Regular Registration Fee)
	\$150.00 per participant (Late Registration Fee)
Summer Camp	\$135.00 per participant (Regular Registration Fee)
	\$145.00 per participant (Late Registration Fee)
Summer League	\$120.00 per participant (Off-season Fee)

	\$130.00 per participant (Early Registration Fee)
	\$140.00 per participant (Regular Registration Fee)
	\$150.00 per participant (Late Registration Fee)
Fall Clinic	\$90.00 per participant
Fall League	\$120.00 per participant (Off-season Fee)
	\$130.00 per participant (Early Registration Fee)
	\$140.00 per participant (Regular Registration Fee)
	\$150.00 per participant (Late Registration Fee)

8. Relationship Between the Parties. The City of Angleton retains the Independent Contractor only for the purposes and to the extent set forth in this Agreement, and the Independent Contractor's relationship to the City of Angleton shall, during the Term of this Agreement, be that of an independent contractor. The Independent Contractor shall not withhold from sums becoming payable to the City of Angleton, its employees, staff, agents, directors, or assigns hereunder, any amounts for State or Federal Income Tax, Unemployment Taxes, or for FICA (Social Security) taxes, during the Term of this Agreement. Neither the Independent Contractor nor its employees, staff, agents, directors, or assigns shall be entitled to receive any benefits which employees of the City of Angleton receive, including workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security, in exchange for the Services provided to the City of Angleton. The Independent Contractor is responsible for providing, at the Independent Contractor's own expense, Disability, Unemployment, Worker's Compensation, and other Insurance.

9. Termination.

a. Unless permitted to terminate earlier pursuant to the provisions contained herein, the City of Angleton may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days' written notice to the Independent Contractor. In the event of failure by the Independent Contractor to perform the Services as required by this Agreement with reasonable skill and diligence, the City of Angleton shall provide written notice to the Independent Contractor of specific deficiencies in performance and shall provide the Independent Contractor ten (10) calendar days from the date of such notification to cure said deficiencies to the satisfaction of the City of Angleton. If the Independent Contractor fails or is for any reason unable to cure said deficiencies, the City of Angleton may, at its sole discretion, but is under no obligation to, terminate this Agreement.

b. The Independent Contractor may terminate this Agreement, with or without cause, by providing at least forty-five (45) days' written notice to the City of Angleton. Failure by the Independent Contractor to provide said notice to the City of Angleton shall constitute a breach of this Agreement for which the City of Angleton may, but is not obligated to, immediately terminate this Agreement and any other current or future Agreement with the Independent Contractor to provide other similar services.

c. Failure of the City of Angleton to terminate this Agreement or to charge the Independent Contractor with a Late Fee or No Show Fee for any incident of the Independent Contractor reporting late to a scheduled class or program, or for failing to be prepared for a scheduled class or program, or for failing to provide prior notice for cancellation of a class or program shall not constitute a waiver of the City of Angleton’s right to terminate this Agreement or charge fees as set forth herein for any future breaches for programs or classes covered by this Agreement or exercise any other remedies permitted herein, by law or in equity.

10. Insurance.

a. The Independent Contractor agrees that, at its sole cost, it will procure, within seven (7) days after its execution of this Agreement, and thereafter keep in full force and effect during the term hereof, and any authorized or unauthorized holding over, insurance coverage for its operations at the City of Angleton’s facilities of the type(s) and limit(s) set forth below:

COVERAGE	LIABILITY
Commercial General Liability (i) Products/Completed Operations (ii) Personal and Advertising Injury (iii) Fire Damage	Combined single limit for bodily injury and property damage of \$500,000.00 per person. General aggregate of \$1,000,000.00 (not including products or completed operations).
Comprehensive Automobile Liability (i) owned or leased vehicles (ii) non-owned vehicles (iii) hired automobiles	Combined single limit for bodily injury and property damage of \$1,000,000.00 per occurrence.
Workers Compensation	Statutory requirements, per State law.

All policies will require a waiver of subrogation. Such proof of policy must be in a form acceptable to the city's risk manager.

b. Insofar as the insurance provides protection against liability for damages to a third party for personal injury, death, or property damage, the City of Angleton shall be included as an additional insured, provided, however, such liability insurance coverage shall also extend to damage, destruction, and injury, to all property, whether owned or leased, of the City of Angleton and all City of Angleton personnel, caused by or resulting from work, acts, or omissions of the Independent Contractor, its officers, agents, employees, licensees, invitees, sublessees, and independent contractors. The City of Angleton shall have no liability for any premiums charged for such coverage, and the inclusion of the City of Angleton as an additional insured is not intended to and shall not make the City of Angleton a partner or joint venturer in the Independent Contractor’s operations at City of Angleton facilities.

c. The Independent Contractor shall further the City of Angleton with a duplicate original of all policies evidencing the coverage required hereunder, or a photostat copy or other reproduced copy of the original policy or policies and all amendments and riders thereto for approval, within thirty (30) days of the Effective Date of this Agreement. Upon renewal of such insurance, if no change is made in the policies and copies of those policies have theretofore been

furnished to the City of Angleton, a certificate of coverage, along with the additional insured endorsement page, certifying such fact will be sufficient. All insurance must be written by companies authorized to do business in the State of Texas, shall be rated B++ or greater, must be on forms approved by the Insurance Commission of the State of Texas, and shall be performable in the State of Texas, County of Brazoria,

d. All the insurance required to be carried by the Independent Contractor hereunder shall be by policies which shall require, on their face, or by endorsement, ten (10) days' written notice to the City of Angleton before they may be cancelled and within which ten (10) day period the Independent Contractor will provide other suitable policies in lieu of those about to be cancelled so as to maintain, in effect, the coverage required under the provisions hereof.

e. Failure or refusal of the Independent Contractor to obtain and keep in force the above-required insurance coverage shall authorize the City of Angleton, at its option, to terminate this Agreement at once, notwithstanding any provision of this Agreement to the contrary.

f. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City of Angleton, its elected or appointed officers, agents, officials, agents, employees, and volunteers or shall specifically allow the Independent Contractor when providing insurance in compliance with these requirements to waive the right of recovery prior to a loss. The Independent Contractor thereby waives its own right of recovery against the City of Angleton and shall require similar written express waivers from its directors.

11. RELEASE, DEFENSE, AND INDEMNITY. CITY OF ANGLETON SHALL NOT BE LIABLE FOR, AND INDEPENDENT CONTRACTOR AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS CITY OF ANGLETON, ITS SUCCESSORS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ASSIGNS FROM AND AGAINST ANY AND ALL CLAIMS WHATSOEVER (INCLUDING CLAIMS OF THIRD PARTIES AND CLAIMS OF SPOUSES, HEIRS, SURVIVORS OR LEGAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS OF INDEPENDENT CONTRACTOR FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY (WHETHER REAL OR PERSONAL, OWNED, OR LEASED) DAMAGE AND LOSS ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT AND THE SERVICES PROVIDED BY INDEPENDENT CONTRACTOR EVEN IF THE CLAIMS ARE CONTRIBUTED TO OR CAUSED BY THE SOLE, JOINT, COMPARATIVE, CONCURRENT, ACTIVE, OR PASSIVE NEGLIGENCE OF THE CITY OF ANGLETON. THE RELEASE, PROTECTION, DEFENSE, INDEMNITY, AND HOLD HARMLESS OBLIGATIONS ASSUMED BY THE INDEPENDENT CONTRACTOR, AND THE LIMITATIONS AFFORDED TO THE CITY OF ANGLETON IN THIS PARAGRAPH INCLUDE ANY LIABILITY FOR EMPLOYMENT DISCRIMINATION AS PART OF STATE OR FEDERAL OBLIGATIONS TO ENSURE A DISCRIMINATION-FREE WORKPLACE TO ITS OWN EMPLOYEES AND FACILITY, PROGRAM, PLAN, OR SERVICE FOR THE PUBLIC.

The indemnities contained in this Agreement shall only be effective to the maximum extent permitted by the applicable law, legislative enactment, or controlling judicial decision. If such

existing or future law limits in any way the extent to which indemnification may be provided to an indemnitee that is negligent, solely negligent, or otherwise at fault and, notwithstanding the choice of law provisions set forth herein, such law is applicable to interpretation of this Agreement, then this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by such law.

For the purposes of this Paragraph, the phrase “arising out of or resulting from the performance of this Agreement” shall be broadly construed to include, but not be limited to, not only formal work, but also any occurrences at the work site, including transportation to and from the work (other than personal or public transportation to the work site), breaks of all kinds, including, without limitation, breaks for meals or rest, horseplay of all kinds, or volunteering of all kinds to assist others in their work.

12. Remedies. The Independent Contractor’s sole remedy for a default by the City of Angleton shall be to terminate this Agreement. The Independent Contractor shall not be entitled to any economic or financial damages whatsoever from the City of Angleton or its respective affiliates, officers, directors, employees, agents, attorneys, successors, and assigns.

13. Public Information Act. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “Public Information Act”). Effective January 1, 2020, the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Service Provider agrees that this Agreement can be terminated if the Service Provider knowingly or intentionally fails to comply with a requirement of that subchapter. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code, Chapter 552, as amended (the “Texas Public Information Act”), such provision shall be void and have no force or effect.

In accordance with Section 2252.907 of the Texas Government Code, the Service Provider is required to make any information created or exchanged with the City pursuant to this Agreement, regardless of contrary provisions contained herein, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the City.

14. Notices. All notices, demands, or requests from one party to another must be in writing and must be (i) personally delivered, (ii) sent by mail, certified or registered, postage prepaid, (iii) sent by facsimile transmission, or (iv) sent by overnight delivery, in any case to the address stated in this Section, or to such other address as the party may request in writing, and are deemed to have been given at the time of receipt or delivery.

IF TO CITY OF ANGLETON:

City of Angleton
Attn: Geri Gonzales
121 S. Velasco Street
Angleton, Texas 77515
Email: ggonzales@angleton.tx.us

IF TO INDEPENDENT CONTRACTOR:

Reward Flip, Inc. (d/b/a i9 Sports and i9 Sports, LLC)

Attn: Scott Read

3091 College Park Drive

Suite 240

The Woodlands, Texas 77384-8023

Email: scott.read@i9sports.com

15. Severability. Any provision of this Agreement, which is invalid or unenforceable in any jurisdiction, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

16. Governing Law: Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws principles thereof. Any action or suit related to this Agreement must be brought in the state or Federal courts sitting in Brazoria County, Texas.

17. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

18. Headings for Convenience Section, subsection, and paragraph headings are inserted for convenience of reference only and shall not in any way affect the meaning and interpretation of this Agreement.

19. No Discrimination; Reasonable Accommodation Required. Independent Contractor will not discriminate against any employee, applicant, instructor, participant, or otherwise related person because of race, color, religion, sex, sexual orientation, general identity, national origin, or disability. Independent Contractor shall comply with all applicable State and Federal laws, rules, and regulations, including but not limited to all provisions of Title II, Title VI, and Title VII of the Civil Rights Act, as amended, and the Americans with Disabilities Act (the ADA), as amended. All efforts shall be made for reasonable accommodation of the provision of the Services.

20. Exhibits. All Exhibits are incorporated for all purposes as part of this Agreement.

Exhibit A: Independent Contractor Compensation

Exhibit B: The City of Angleton's "Standards of Care for Youth Recreational Programs"
(Sec. 17-3 of the City of Angleton's Code of Ordinances)

Exhibit C: Independent Contractor's "Registration Agreement,"

Exhibit D: Independent Contractor's "Photo Release Waiver"

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as follows:

INDEPENDENT CONTRACTOR

By: _____
Scott Read, Instructor

Date: _____

CITY OF ANGLETON

By: _____
Chris Whittaker, *City Manager*

Date: _____

EXHIBIT A:
INDEPENDENT CONTRACTOR COMPENSATION

The City of Angleton will be compensated 17.5% of all monies collected through registrations received for the following programs: sport camps, leagues, clinics, instructional programs, and all other items listed in Exhibit A-1, as it may be amended from time-to-time (the “Programs”).

The Independent Contractor shall submit one (1) payment, no later than the fifth (5th) day of the month following the previous month’s Programs, in accordance with the schedule, below. This payment shall be based on the number of participants listed on the participant rosters maintained by the Independent Contractor on a per league and per clinic basis. All rosters shall be divided to include each league or clinic with the names and payments of each participant. This payment check shall be noted as Program Payments and should the date that such payment be due to the City of Angleton be a Saturday or Sunday, the payment shall then be due the Friday immediately preceding that Saturday or that Sunday.

	PROGRAM	CATEGORY	END	DATE PAYMENT TO CITY OF ANGLETON DUE
1.	Winter Clinic	Volleyball	01/24/2023	February 5, 2023
2.	Winter Clinic	Volleyball	02/21/2023	March 5, 2023
3.	Spring Clinic	Volleyball	03/29/2023	April 5, 2023
4.	Spring Clinic	Volleyball	04/25/2023	May 5, 2023
5.	Spring League	Volleyball	05/20/2023	June 5, 2023
6.	Spring Clinic	Volleyball	05/23/2023	June 5, 2023
7.	Summer Camp	Volleyball	06/09/2023	July 5, 2023
8.	Summer Camp	Flag Football	06/16/2023	July 5, 2023
9.	Summer Camp	Volleyball	06/23/2023	July 5, 2023
10.	Summer Camp	Flag Football	06/30/2023	July 5, 2023
11.	Summer Camp	Volleyball	07/14/2023	August 5, 2023
12.	Summer Camp	Flag Football	07/21/2023	August 5, 2023
13.	Summer Camp	Volleyball	07/28/2023	August 5, 2023
14.	Summer Camp	Flag Football	08/04/2023	September 5, 2023
15.	Summer Camp	Volleyball	08/11/2023	September 5, 2023
16.	Summer League	Volleyball	08/12/2023	September 5, 2023
17.	Summer League	Flag Football	08/12/2023	September 5, 2023
18.	Fall Clinic	Volleyball	09/05/2022	October 5, 2023
19.	Fall Clinic	Volleyball	10/03/2023	November 5, 2023
20.	Fall League	Volleyball	10/28/2023	November 5, 2023
21.	Fall Clinic	Volleyball	10/31/2023	November 5, 2023
22.	Fall Clinic	Volleyball	12/05/2023	January 5, 2024