



Dear _____,

Thank you for selecting Fitter and Faster Swim Tour, LLC ("FFT") to produce swim camps for you. This agreement ("Agreement") is by and between City of Deadwood ("Host") and FFT.

- A. **Term:** The Term of this Agreement shall commence upon signing ("Effective Date"), and shall continue through April 13 and 14, 2024 (the Term).
- B. **FFT Swim Camp** – FFT shall produce a minimum of 1 Set(s) of Swim Camps ("Swim Camps") approximately every 0 months during the Term of the Agreement.
1. Fee: "Host" shall pay to FFT a fee of \$ 0 (waived) to secure each FFT Swim Camp.
 2. Dates and Locations: Swim Camps shall take place at a location mutually agreed upon by both parties at least 90 days before they are to occur. *Currently agreed upon dates and locations are listed in the "Addendum" to this agreement.*
 3. Sessions: Each Swim Camp will have a minimum of 4 sessions. If it is discovered that it makes sense to either add an additional Session or to combine the Sessions, FFT will discuss this option with the Host and come to a mutually beneficial solution to be outlined via email. Details including the number of Sessions and curriculum for each will be mutually agreed upon by the parties via email during the planning stages for each Swim Camp.
 4. Regional Business Manager: FFT shall provide the Host with an "elite" level Clinician(s) and/or Coach(es) ("Clinician") who will lead each Swim Camp. Clinician(s) shall bring their Olympic or other Elite Competition level medals or awards. **All expenses associated with the Clinician shall be the sole and exclusive responsibility of FFT and shall include travel to and from the Camp, hotel, ground transportation and any appearance fees.**
 - a) Clinician(s) will be available for photographs and autographs with Camp Participants. In addition, Participants and parents may take their own photographs.
 - b) Clinician(s) will engage Participants in activities relevant to the curriculum of the particular Swim Camp.
 5. **Coaches Program** - The FFT Coaches Program is highly regarded in elite swimming circles. American Swimming Coaches Association members (ASCA) who are doing their "certification update" or a "certification upgrade" need to "list ALL camps and clinics attended" since their last certification. Coaches who list the FFT camps that they attended get "**lifetime education units**". FFT encourages all coaches on the Host team to arrive 30 minutes before "sign-in" of any session to get to know the Clinician better and to play an active role in the camp. This is a great opportunity to learn, share information and build relationships.
 6. Promotion and Registration – FFT shall assist the Host with the promotion of the Swim Camp. FFT will provide for the following services:
 - a) A dedicated web page within fitterandfaster.com containing information regarding the Swim Camp and allowing for online registration by Participants.
 - b) Emails to encourage registration and participation in the Swim Camp.
 - c) When appropriate and at the discretion of FFT, FFT shall use commercially reasonable efforts to promote the Swim Camp through additional and alternative means including in partnership with FFT sponsors, Facebook and other social media.
 - d) Upon request of the Host, FFT shall prepare customized flyers for distribution to teams and coaches in their area. Host shall be responsible for the reproduction and distribution of Camp Flyers including all expenses.
 7. **Participant Gifts** – Each Camp Participant shall receive a gift from FFT or one of its sponsors.
 8. All signage, merchandise and promotional items will be brought by the Clinician(s) or sent to the Camp in advance at FFT's expense.



- 9. Insurance - If required, certificates of Insurance for the Camp will be provided by and at the expense of FFT.
- 10. Fees & Bonuses - FFT will pay the following fees and/or bonuses to the Host and/or the Facility in which any is produced.
 - a) Facility & Lifeguard Fees:
 - i. FFT agrees to pay \$ 16.00 per hour for pool rental, lifeguard staffing and other services to the Facility in which the Camps will take place.
 - ii. Payments shall be made out to City Of Deadwood
 - iii. Payments shall be sent to the following address 102 Sherman St. Deadwood, SD 57732
 - iv. Following the completion of each camp, the payment shall be sent to the attention of _____
 - v. Please provide FFT with a W9 form and send it to accounting@fitterandfaster.com. FFT will need this form in order to process any payments.
 - b) Host Bonuses: \$5 per registration up to 72 plus \$10 per
 - i. FFT agrees to pay Host registration
 - ii. Payments shall be made out to City of Deadwood
 - iii. Payments shall be sent to the following address 102 Sherman Street Deadwood, SD. 57732 following completion of each camp
 - iv. Payments shall be sent to the attention of Jessicca Mckeown
 - v. If the payment to the Host is **different** than for the facility, please provide FFT with a W9 form and send it to accounting@fitterandfaster.com. FFT will need this form in order to process any payments.

C. Rights and Responsibilities of Host

- 1. Volunteer Assistance - Host will secure a minimum of one volunteer to greet and check in participants for each session of the camp. The Volunteers should arrive no later than 15 minutes before sign-in for the session in which she/he will be assisting.
- 2. Promotions: Host shall use the promotional materials provided by FFT listed in Section B6 of this Agreement to promote the Camp. Host shall utilize these materials in generating participation for the Camp with, (1) Host's team, (2) other local teams, (3) other places within Host's local community such as the media and local sports commission and (4) Host's Local Swim Committee (LSC)
- 3. Pool and Lifeguards - Host shall be responsible for reserving the pool, gymnasium, lifeguard(s) and any other necessity to ensure the Camp can be executed. Host shall further ensure that FFT, will have access to the facility at least one (1) hour prior to the sign-in of participants to set up for the clinic; perform the clinic; and have adequate time for clean-up.

D. Notices – All legal notices or communications required or necessary under this agreement shall be made in writing via email as follows:

If to Client:

Name:	<u>Jeremy Russell</u>
Address 1:	<u>102 Sherman Street</u>
Address 2:	<u>Deadwood, SD. 57732</u>
City, State, Zip	
Email:	<u>jeramy@cityofdeadwood.com</u>
Phone:	<u>605-578-3729</u>



If to FFT:

Fitter and Faster Tour, LLC
2275 Research Blvd. Suite 500
Rockville, MD 20850
patty@fitterandfaster.com
786-837-6880

E. Additional Terms

1. This Agreement represents and contains the entire Agreement and understanding amongst the Parties hereto with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. Any amendments to this agreement shall be signed by the Parties hereto.
2. FFT's relationship with Host shall be that of an independent contractor, and nothing contained in the Agreement of the services to be performed or the rights granted hereunder shall be construed as establishing an employer/employee relationship, partnership, or joint venture between FFT and Host.
3. Any photographs or videos taken by or for FFT or Clinician at any Swim Camp or other FFT event shall be the property of FFT.
4. Should any non-material portion (word, clause, phrase, sentence, paragraph or section) of this Agreement be declared void or unenforceable, such portion shall be considered independent and severable from the remainder, the validity of which shall remain unaffected.
5. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Maryland, without regard to any choice of law provisions, rules, statutes or the like.
6. Host shall not under any circumstances solicit the personal services of any Clinician outside the scope of this Agreement.
7. This Agreement shall be binding upon, and insure to the benefit of, the Parties hereto and their respective successors and assigns. Notwithstanding the foregoing, no Party shall have any right to assign this Agreement without the prior written consent of all other Parties to this Agreement, such consent not to be unreasonably conditioned, withheld or delayed. However, in no event may the personal services required of Clinicians be assigned.

If you are in agreement with the terms and conditions detailed above, please provide your signature and date below.

Thank you for choosing the Fitter & Faster Swim Tour! We look forward to producing your Swim Camp(s).

AGREED AND ACCEPTED:

Host:

By: _____

Jessica McKeown

Name: _____

Date: _____



Addendum

Agreed upon dates and locations of upcoming Swim Camps:

Camp 1:
Dates: April 13-14, 2024 **Facility Name:** Deadwood Recreation & Aquatics Center **Facility Address:** 105 Sherman Street Deadwood, SD 57732

Camp 2 (if known or applicable):
Dates: _____ **Facility Name:** _____ **Facility Address:** _____

Camp 3 (if known or applicable):
Dates: _____ **Facility Name:** _____ **Facility Address:** _____

Camp 4 (if known or applicable):
Dates: _____ **Facility Name:** _____ **Facility Address:** _____

Camp 5 (if known or applicable):
Dates: _____ **Facility Name:** _____ **Facility Address:** _____

If more than five dates please add additional info below if relevant:

Additional Terms:

April 13 & 14, 2024
Saturday:
11 & under: Sign in 12:00pm, Camp: 12:15pm - 2:45pm
12 & over: Sign in 3:30pm, Camp: 3:45pm - 6:15pm
Sunday:
11 & under: Sign in 9:00am, Camp: 9:15am - 11:45am
12 & over: Sign in 12:30pm, Camp: 12:45pm - 3:15pm
Curriculum:
Day 1/Session 1: Underwaters
Day 1/Session 2: Starts
Day 2/Session 3: Turns
Day 2/Session 4: Essentials of Sprinting