

Starfish Swim Club
AGREEMENT

This Agreement is entered into as of _____, 20____, by and between the undersigned applicant for registration as an Adaptive Swim Instructor Trainee (hereinafter “Trainee”) residing in _____, Connecticut, and Sun, Moon & Stars, Inc. (hereinafter “Program Director”) with a principal place of business in Watertown, Connecticut.

In consideration of the mutual terms, conditions and covenants hereinafter set forth, the parties acknowledge and agree as follows:

1. SERVICES TO BE PERFORMED

In connection with and upon execution of this Agreement the Trainee agrees to register for the two-year online Swim Angelfish® Methodology – Swim Whisperers® *Special Splash* monthly training and certification, which includes adaptive swim lesson certification training, as outlined on www.swimangelfish.com (hereinafter “Training and Certification”).

The Trainee agrees to utilize and perform all techniques and training obtained via the Training and Certification, for the Sun, Moon & Stars, Inc. *Starfish Swim Club* program (hereinafter “Program”).

The Trainee shall be solely responsible for completing the on-line Training and Certification within two consecutive years from the date of registration at www.swimangelfish.com and upon execution of this Agreement (hereinafter “Two Year Period”).

The Trainee shall serve as a swim instructor for the Program during the Two Year Period. The Program is scheduled for Saturdays to commence July, 2019. All Program dates and times to be confirmed in writing in advance.

2. COMPENSATION/BREACH

In consideration for the adaptive swim instructor services provided by the Trainee to the Program, the Program Director agrees to subsidize the monthly cost for the Trainee's on-going Training and Certification during the Two Year Period.

Upon completion of the Training and Certification the Trainee shall receive the benefits outlined on www.swimangelfish.com.

If the Trainee is unable to perform services under this Agreement for any reason whatsoever the Trainee shall be solely responsible for any balance of the monthly costs and fees for the Training and Certification up to Six Hundred Dollars (\$600).

3. EXPENSES

The Trainee shall be responsible for all other costs, fees and expenses incurred in connection with performing services under this Agreement. The Trainee is responsible for providing his/her own transportation to/from the Program, located at Watertown High School, 324 French Street, Watertown, CT 06795.

4. EMPLOYMENT STATUS/INSURANCE

The Trainee shall be employed by the Town of Watertown for the Two Year Period and shall be solely responsible for the timely application and submission of all required documents and requested information to the Town of Watertown; including but not limited to any license or certificate required to carry out the services to be performed under this Agreement.

The Program Director shall not provide insurance coverage of any kind for the Trainee. The Trainee expressly waives any and all claims for benefits of any kind.

5. INDEMNIFICATION AND HOLD HARMLESS

The Trainee agrees to indemnify and hold harmless the Program Director from any and all claims by the Trainee, which may arise out of and in the course of his or her duties hereunder.

6. EXCLUSIVE AGREEMENT

This is the entire Agreement between the Trainee and Program Director.

7. MODIFICATION

This Agreement may be modified only by a writing signed by the Trainee and Program Director.

8. SEVERABILITY

If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance or other rule of law, such term will be deemed reformed or deleted and the remaining provisions will remain in full force and effect.

9. NO PARTNERSHIP

This Agreement does not create a partnership relationship. Neither party has the authority to enter into contracts on behalf of the other party.

10. APPLICABLE LAW

This Agreement will be governed by Connecticut law.

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

Sun, Moon & Stars, Inc.

By: _____

(Trainee)

(Print Name)

(Print Name)

(Title)