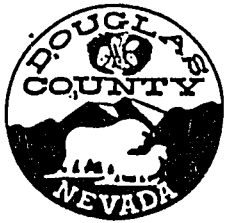


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PARKS & RECREATION DEPARTMENT

Scott Morgan
Director

FILED
NO. 99-1165

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BARBARA REED
CLERK
BY *[Signature]* DEPUTY

INSTRUCTOR AGREEMENT

Thank you being a part of the Douglas County Parks & Recreation Program. In order to help make this a good experience, we want to make sure that we know your needs and that you understand how we operate. This agreement is designed to communicate that information and reduce the risk of misunderstanding. We are available to discuss any details you feel are missing from this document.

NAME: POWELL TATE
COURSE TITLE: TATE Kick Boxing Academy
EFFECTIVE DATE: Sept 1 1999
CLASS FEE: Varies
PERCENTAGE OF FEES TO BE PAID TO YOU: 70 %
SPECIAL EQUIPMENT REQUESTED: _____
OTHER: _____

INSTRUCTOR'S RESPONSIBILITIES:

- Begin and end classes as scheduled.
- Leave classroom as found, in a neat and presentable condition.
- All equipment used by the instructor and classes must be returned to its proper place of storage.
- Supply all materials other than those named in the Agreement.
- Call the Parks & Recreation Department at least (2) days prior to class starting date to verify enrollment.
- Organize, plan and teach the program as described in the Department's activities brochure and on class outline form.
- Instructor may promote the activity for which he/she is employed to teach. It is required, however, that all promotional materials prepared by the instructor be approved by the Department in advance of distribution to the public.
- Advise the Department, after the first class meeting, regarding the accuracy of the class roster and non-registered attendees. Payment of your fees is dependent upon this information. Updated rosters will be provided when requested.

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Other than collecting an advertised supply fee, instructors may not accept fees at any time. A contract may be terminated in the event any payment is accepted from participants. Instructors are not to sell merchandise or promotion items without prior approval from the Department.

Comply with the conduct rules established in the Douglas County Personnel Ordinance (a copy is attached).

If, for any reason, a class must be canceled by the instructor, it is the instructor's responsibility to make up the class at a later date. The Department must be notified of any cancellations. If less than (24) hours notice is given, the instructor may be asked to assist in calling the class participants to confirm the cancellation.

DOUGLAS COUNTY PARKS & RECREATION DEPARTMENTS' RESPONSIBILITIES:

Announce courses and handle related promotional activities.

Manage registration and provide instructor with a class roster.

Arrange for any equipment, as needed, in accordance with the Agreement.

Provide a classroom/facility for your program. Note: Circumstances may require cancellation or rescheduling of a class or room. The instructor will be given as much notice as possible.

Mail class evaluations to participants and prepare an evaluation at least once a year.

Pay your class 70 % in a timely manner after the completion of the class.

GENERAL INFORMATION:

The Department may employ other instructors to conduct classes in the same subject matter if public interest and demand warrant, or for other circumstances as deemed appropriate by the Department.

The Department understands and agrees that lesson plans and manuals as provided by instructors, are the property of the instructor and the Department shall not use this material for purposes of its own, without written consent.

This agreement may also be terminated by either party upon (30) days written notice to the other party. The Department may cause immediate termination in instances where other employees could be terminated such as drinking on the job, immoral behavior insubordination, breach of contract, or any other action in violation of County personnel policies (BCC 2.02.080).

WAIVER:

Instructor understands that he/she has no benefit of, or claims to benefits, such as group insurance, liability insurance, annual/sick leave, uniform allowances, or standby or holiday pay.

It is understood that the instructor shall indemnify, defend and hold harmless Douglas County from any and all liability for damages or expenses which may occur resulting from your participation, as an instructor in the Douglas County Parks & Recreation Program.

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SIGNED: Russell Tate, INSTRUCTOR DATE: 7/9/99
ADDRESS: 055 Azure TOWN: SLT
SOCIAL SECURITY NUMBER: [REDACTED] 9160
PHONE NUMBER: ** (day) 1(888)924-0440 (evening) _____
**Please note: If you do not want to receive phone calls from participants at the above number(s), please initial: _____
IN CASE OF EMERGENCY, CALL: _____ PHONE: _____
MEDICAL INSURANCE: _____

SIGNED: [Signature], COUNTY REPRESENTATIVE
DATE: 10/13/99
4/1/94 instagre
revised: 1/31/95

REQUESTED BY
DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 OCT 15 AM 11: 35

LINDA SLATER
RECORDER

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CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: October 15 1999
[Signature] Clerk of the [Signature] Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By [Signature] Deputy

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