

**LOS RIOS COMMUNITY COLLEGE DISTRICT PURCHASE ORDER NO B119483A
CHANGE ORDER**

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

Date	Revision	Page
06/19/2019	1 - 06/20/2019	1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	See Details
Reference:	Location / Dept	
1013073 CROFFJ	HANEYB HANEYB	04ADMN

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000039607
ATVANTAGE LLC
500 N ESTRELLA PKWY STE B2 #475
GOODYEAR AZ 85338

Phone: (213) 373-4282

email: info@theATvantage.com

Ship To: FOLSOM LAKE COLLEGE
RECEIVING
10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	BLANKET PURCHASE ORDER FOR SUBSTITUTE ATHLETIC TRAINER AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 30 HOURS - \$60 PER HOUR.	1.00 EA	1,500.00	1,500.00	06/18/2019

VALID FROM 07-25-18 TO 06-30-19

SA# 50404

ATTENTION: WILL GARCIA

AUTHORIZED PERSONNEL:
WILLIAM GARCIA
MATT WRIGHT
JEANNE CROFF

FY17-18 PO B118747

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

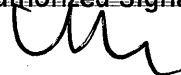
03-25-19 - CLOSE REMAINING ENCUMBRANCE ON PO PER J. HARMAN. NEW PO TOTAL \$960.00 - BH

06-18-19 RE-OPEN PO PER J. HARMAN.
CAMPUS REQUIRES SERVICES OF SUBSTITUTE ATHLETIC TRAINERS THROUGH 06-30-19.
NEW PO AMOUNT \$1,500.00 - BH

Sub Total Amount	1,500.00
Sales Tax Amount	0.00
Total PO Amount	1,500.00

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature



Notice to vendor: You are responsible for delivering goods and delivery documents to the Receiving Department at the site. Failure to do so will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of goods by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30
MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

LOS RIOS COMMUNITY COLLEGE DISTRICT

**PURCHASE ORDER NO B119483A
CHANGE ORDER**

**PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636**

Date 06/19/2019	Revision 1 - 06/20/2019	Page 2
Payment Terms NET 30	Freight Terms Shipping Point	Ship Via See Details
Reference: 1013073 CROFFJ HANEYB HANEYB		Location / Dept 04ADMN

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000039607
ATVANTAGE LLC
500 N ESTRELLA PKWY STE B2 #475
GOODYEAR AZ 85338

Phone: (213) 373-4282

email: info@theATvantage.com

Ship To: FOLSOM LAKE COLLEGE
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10 COLLEGE PARKWAY
FOLSOM CA 95630
United States

Bill To: 1919 Spanos Court
Sacramento CA 95825-3981
United States

Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
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BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	1,500.00	2019

Verification of this purchase order can be made using the Los Rios Community College District web site listed below. If you have any questions, please contact the Purchasing Office at (916)568-3071.

<http://www.losrios.edu/purchasing/povalidation>

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

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MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

Purchase Order / Change Order Request

PO # B119483

Request Date: 06/18/19

College/Dept.: FLC CW

Vendor Name: ATVANTAGE LLC

Increase Blanket Purchase Order Line#1 by \$ 1,500.00

LOS RIOS COMMUNITY COLLEGE DISTRICT

PURCHASE ORDER NO B119483

PURCHASING: (916) 568-3071 • FAX: (916) 568-3145
 ACCOUNTING OPS: (916) 568-3065 • FAX: (916) 286-3636

Date	Revision	Page
07/26/2018		1
Payment Terms	Freight Terms	Ship Via
NET 30	Shipping Point	Best Metho
Reference:	Location / Dept	
1013073 CROFF J ROUILLER S	04ADMN	

PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS.

Supplier: 0000039607
 ATVANTAGE LLC
 500 N ESTRELLA PKWY STE B2 #475
 GOODYEAR AZ 85338

Phone: (213) 373-4282

email: info@theATvantage.com

Ship To: FOLSOM LAKE COLLEGE
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Bill To: 1919 Spanos Court
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Tax Exempt? N

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1- 1	BLANKET PURCHASE ORDER FOR SUBSTITUTE ATHLETIC TRAINER AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 30 HOURS - \$60 PER HOUR.	1.00	EA	1,800.00	1,800.00	07/26/2018

VALID FROM 07-25-18 TO 06-30-19

SA# 50404

ATTENTION: WILL GARCIA

AUTHORIZED PERSONNEL:
 WILLIAM GARCIA
 MATT WRIGHT
 JEANNE CROFF

FY17-18 PO B118747

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED.

Sub Total Amount	1,800.00
Sales Tax Amount	0.00
Total PO Amount	1,800.00

BU	Acct	Fd	Org	Prog	Sub	Proj	Amount	BYear
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	1,800.00	2019

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

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 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

Requisition

Supplier: ATVANTAGE LLC
 500 N ESTRELLA PKWY STE B2 #475
 GOODYEAR AZ 85338
 United States

0000039607

Phone: (213) 373-4282
email: info@theATvantage.com

Ship To: RECEIVING
 10 COLLEGE PARKWAY
 FOLSOM CA 95630-6798

Business Unit: GENFD OPEN		
Req ID:	Date	Page
0001013073	07/01/2018	1
Requisition Name: FY 2019 ATVANTAGE		
Requester Jeanne Croff		
Requester Signature		
Buyer: Nicholas Shewmaker		
Approved:		
Entered By: M.J 22-JUN-2018		

Line-Schd	Description	Quantity	UOM	Price	Extended Amt	Due Date
1-1	BLANKET PURCHASE ORDER FOR SUBSTITUTE ATHLETIC TRAINER AS NEEDED AT FOLSOM LAKE COLLEGE. TOTAL OF 30 HOURS SPANNING FISCAL YEAR 2018-2019	30	EA	60.00	1,800.00	07/13/2018

Total Requisition Amount: 1,800.00

ATN
 ATTENTION: WILL GARCIA

FOR SERVICE FROM 07/01/2018 THRU 06/30/2019
 ESTIMATED PAYMENT \$60 PER HOUR
 ATVANTAGE, LLC TO INVOICE FOLSOM LAKE COLLEGE, BILLING TERMS, NET 30

AUTHORIZED PERSONNEL: WILLIAM GARCIA, MATT WRIGHT, JEANNE CROFF

<u>BU</u>	<u>Acct</u>	<u>Fd</u>	<u>Org</u>	<u>Prog</u>	<u>Sub</u>	<u>Proj</u>	<u>Amount</u>
GENFD	5100	11	FL.VI.KINE	08700	00000	041A	1,800.00

Approval Signature 6.22.18	Approval Signature 	Approval Signature
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LOS RIOS COMMUNITY COLLEGE DISTRICT
SERVICE AGREEMENT

(Information on the purchase order and the back of this form are part of this Agreement. Please read this important information.)

No. 50404

Attachment to Purchase Order No. B119483

This Agreement entered this 25th day of JULY by and between the Los Rios Community College District (District) and (CONTRACTOR), ATVANTAGE, LLC CONTRACTOR No. _____ Social Security No. _____
Business Name (if different) _____ FIN No. 81-4649042
Check One: Sole Proprietorship _____ Partnership _____ Corporation Check One: U.S. Citizen Resident Alien _____ Non-resident Alien _____
Telephone No. 213 373-4282 (SSN or FIN No. must be provided for payment)
Address: 50 N Estrella Blvd STE B2 #475 City and State Zip Goodyear, AZ 85338
Are you now or have you been an employee of the District? Yes _____ No If yes, Date _____ Location _____
Are you related to an employee of the District? Yes _____ No If yes, who _____

GENERAL CONDITIONS:

1. **Scope of Work.** CONTRACTOR shall perform specific services, as set forth below (attach separate schedule if necessary, and reference the attachment). The term of this Agreement is from (date) 7-25-18 to (date) 6-30-19. CONTRACTOR shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality.
** Provide substitute Athletic training as needed at Folsom Lake College.
* Total of 30 Hours spanning Fiscal year 2018-2019.*
2. **Compensation.** For its services hereunder, CONTRACTOR shall be paid a sum of money not to exceed \$ 1,800.00, during the term of this Agreement. Payment of this amount shall be made in accordance with established District payment schedules, and is contingent upon the CONTRACTOR submitting an invoice to the District Accounts Payable Office, and upon receipt of verification of services satisfactorily rendered (receiver) by the appropriate College/District Administrator. Payment terms are: INVOICE Payment will be mailed to address on purchase order. CONTRACTOR agrees that none of the terms and conditions associated with its acceptance of this Agreement shall apply to, modify, or be incorporated into this Agreement, and the DISTRICT's acceptance of CONTRACTOR's goods, materials, equipment, services and/or labor or other items covered by or delivered under this Agreement shall not constitute acceptance of any additional or different terms and conditions on behalf of CONTRACTOR.
3. **Termination.** The DISTRICT shall have the right to terminate this Agreement with or without cause. The District may terminate the Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONTRACTOR. In the event of termination for convenience, CONTRACTOR shall immediately cease rendering services and promptly deliver to the DISTRICT copies of all prepared work product, and CONTRACTOR shall only be entitled to payment for hours actually worked and direct costs incurred, plus a 10% mark-up on direct costs incurred, or the pro-rata share of the contract price, whichever is less. The DISTRICT may terminate the Agreement for cause which shall be effective immediately upon written notice. In the event of a termination for cause, CONTRACTOR shall not be entitled to any further payment, if any becomes due, until the Project is completed. The DISTRICT may proceed with the work in any manner deemed proper by DISTRICT, and all the DISTRICT's costs incurred by the District shall be deducted from any sum otherwise due CONTRACTOR under this Agreement and the balance, if any, shall be paid to CONTRACTOR upon completion of the work. The DISTRICT reserves all rights, including all rights to recover damages, inclusive of attorneys' fees, from CONTRACTOR, in the event of a termination for cause.
4. **Integration, Amendments.** This Agreement (front & back) and the purchase order constitute the entire Agreement by the parties. No other representations, whether oral or written are part of this Agreement except that the following document(s) are part of this Agreement: _____
All amendments to this Agreement must be in writing and signed by authorized representatives of both parties.
5. **Independent CONTRACTOR not Agent.**
- CONTRACTOR, and its agents and employees, in the performance of this Agreement, shall be independent contractor(s) and no relationship of employer-employee exists between these parties and the DISTRICT.
 - CONTRACTOR shall be responsible for determining the means, methods, or sequence used to complete the work required under this Agreement. CONTRACTOR shall be responsible for and accountable to the DISTRICT for the final product or service to be provided.
 - If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's employees, assigned personnel and subcontractors.
 - Except as otherwise provided in this Agreement, CONTRACTOR is qualified to accomplish the work required in this Agreement and the DISTRICT will provide no training to CONTRACTOR.
 - Except as otherwise provided in this Agreement, CONTRACTOR's ability to market or provide services to any other client shall not be limited by the DISTRICT.
 - Except as otherwise provided in this Agreement, CONTRACTOR is to provide all necessary tools and materials.
 - Prior to DISTRICT's acceptance of this Agreement, CONTRACTOR shall (a) identify their status as a sole proprietorship, partnership, or corporation, and (b) provide the DISTRICT with a copy of IRS Form W-9, Request for Certification of Federal Taxpayer Identification Number.
 - CONTRACTOR agrees that, upon request, CONTRACTOR shall provide any documentation requested by the DISTRICT as evidence that appropriate taxes have been paid. If CONTRACTOR fails to pay appropriate taxes or to provide requested documentation, CONTRACTOR hereby agrees to indemnify the DISTRICT against any penalties and taxes levied against the DISTRICT by a taxing agency, and to reimburse the DISTRICT for such penalties and taxes.

Signature below by CONTRACTOR indicates that all parts of this Agreement have been read, understood and accepted.

Name of CONTRACTOR (Printed) Alisha M Pennington

Signature of CONTRACTOR Alisha M. Pennington Date 07/30/2018 Requisition # 000101 30703

DISTRIBUTION: White: CONTRACTOR Green: Purchasing Canary: Accounting Pink: Business Office Goldenrod: Originator

📍 Providing Opportune ATs

☎ 213.373.4282

✉ info@theATvantage.com

🌐 theATvantage.com



CONTRACT PROPOSAL

Folsom Lake College

Athletic Training Services Proposal

Prepared For :

Folsom Lake College

10 College Parkway

Folsom, California 95630

E: wrightm@flc.losrios.edu



Create Date : June 21, 2018

Valid Date : July 25, 2018

Privacy Policy

This proposal has been made exclusively for the organization named within these pages. It is not to be shared or distributed with any person(s) or entity outside of the organization and ATvantage LLC.

**ATVANTAGE IS THE PREMIER PROVIDER OF CONTRACT ATHLETIC TRAINERS
PROVIDING OPPORTUNE ATs™**

ATvantage was birthed in Southern California in the Spring of 2012 by our owner Alisha M. Pennington MS, ATC.

Seeing a need for a database of athletic trainers, she brainstormed to find a way to meet this need has seen the idea snowball into a flourishing company in the past 5 years.

ATvantage is unique in that it was founded and is presided over by an athletic trainer who understands the demands for contract work.

We have expansive networks in California, which allows us to provide resources that are otherwise extremely difficult to come by. We rely on personal relationships with industry professionals for quality athletic trainer referrals.

A primary role of ATvantage is to promote AT's as health care professionals and educate clients about their expertise. In doing so, ATvantage seeks to partner with clients who value the role of the athletic trainer and work alongside them to improve positions year after year. All the while ensuring the client that skilled AT's are being used to fill contract positions.



“ *ATvantage's goal is to foster lasting relationships by having both the client's and athletic trainer's best interests in mind.* ”

WHAT WE DO

In 2017:

- + 14 School Districts, 32 High Schools
- + 100+ ATs
- + 101 Cities
- + Increased College/ University presence
- + Expansion into Arizona & Utah
- + US Soccer Developmental Academy
- + Principal Provider of ATs to Youth Rugby in CA
- + Member of National STRIVE Award for Youth Safety

WHAT WE ENSURE

CERTIFIED

Graduated from an accredited university

VALIDATED

Certificates from the Board of Certification

PRESCREENED

Verified work history with background checks

INSURED

Insurance is provided by the AT and ATvantage

ABOUT US

SCHOOL DISTRICTS: CURRENTLY SERVING 29 HIGH SCHOOLS IN 11 DISTRICTS



YOUTH SPORT ORGANIZATIONS: STAFFING HUNDREDS OF YOUTH EVENTS YEARLY



COLLEGE/ UNIVERSITIES: CURRENTLY STAFFING 8-11 SITES FOR SUB OR CLUB SPORT NEEDS

OUR CLIENTS



“ *ATvantage's goal is to foster lasting relationships by having both the client's and athletic trainer's best interests in mind.* ”

Mr. Rod Edmiston - *District Athletic Director, Elk Grove USD*

P: 916.793.2674
E: dedmisto@egusd.net
A: 9510 Elk Grove Florin Rd. Elk Grove, CA 95624

Ms. Marti Blum - *Executive Director, Rugby NorCal*

P: 707.693.8803
E: mblum@rugbynorcal.org
A: 1170 N Lincoln St, Dixon, CA 95620

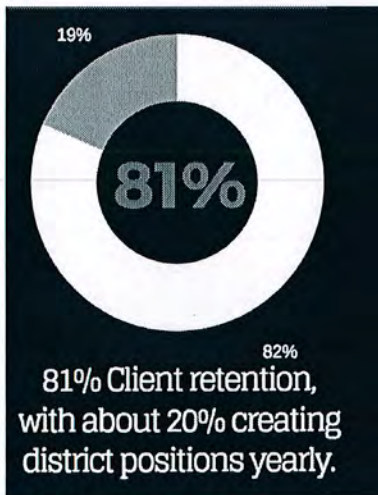
Mr. Chris Schiermeyer - *Assistant Superintendent, San Lorenzo Valley USD*

P: 831.336.9672
E: cschiermeyer@slvusd.org
A: 7105 Hwy 9, Felton, CA 95018

Ms. Kelly McAmis - *Assistant Superintendent, Garden Grove USD*

P: 714.663.6222
E: kmcamis@ggusd.us
A: 10331 Stanford Ave. Garden Grove, CA 92840

FEATURED REFERENCES



High School	Rate	Hours	Subtotal
Substitute Athletic Trainer 2018/2019 school year on an as needed basis for up to 30 hours	\$60 / hour	30	\$1,800
Total			\$1,800

SUB DETAILS

Contractor Responsibilities:

We will put the Sub AT in contact with the Permanent AT prior to coverage. We encourage the Permanent AT to share the Sub ATs contact info with their coaches, Athletic Directors, Assistant Principal's, and any other necessary personnel.

Client Responsibilities:

The permanent Athletic Trainer will be expected to complete our Sub Coverage Form in preparation for their departure. This allows for coverage to be provided as smoothly as possible.

We strongly recommend the inclusion of EAPs for the Sub AT. If your school does not have one, please complete a template here and download for attachment in sub plans.

EXECUTIVE SUMMARY

ATVANTAGE AGREEMENT

This ATVantage Agreement (the "Agreement") is made on June 21, 2018 (the "Effective Date") by and between Folsom Lake College (the "Principal"), and ATVantage Athletic Training, a limited liability company (the "Agent") (each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Principal is engaged in the business of public school district; and is authorized pursuant to Education Code section 35160 and Government Code section 53060 to contract for professional services; and

WHEREAS, the Principal wishes to appoint the Agent as its agent who is uniquely qualified and experienced to furnish independently contracted certified athletic trainers; and

WHEREAS, the Agent agrees to accept such appointment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and representations contained in this Agreement, the Parties hereby agree as follows:

1. PURPOSE; APPOINTMENT.

The Principal hereby appoints the Agent as its agent for the purpose of performing the duties of an independent contractor certified athletic trainer. Responsibilities as they may relate to sports medicine practices, specifically the prevention, evaluation, intervention, and/ or treatment of athletic injuries hereto (the "Duties") in such a manner as the Principal may hereafter instruct. The Agent hereby accepts the appointment and agrees to perform the Duties and act as the Principal's agent in accordance with the terms and conditions of this Agreement.

2. TERM.

This Agreement shall become effective as of June 21, 2018 and, unless otherwise terminated in accordance with the provisions of Section 10 of this Agreement, shall conclude following services on March 14, 2018.

As used in this Agreement, the word "Term" shall mean the full term of the Agreement, as it may be extended pursuant to this Section 2 or otherwise.

3. RESPONSIBILITIES; SCOPE OF AUTHORITY.

The Agent shall not represent itself as having any powers except those specified in this Agreement. Without limiting the foregoing, the Agent shall not have authority to provide contract services for any personnel outside of certified athletic trainers; or otherwise obligate the Principal in any way except as stated in this Agreement or otherwise specifically authorized in writing by the Principal.

4. TERRITORY.

The Territory of the Agent shall not be limited.

5. COMPENSATION.

This engagement will be conducted on a Time & Service basis. The total value for the Services pursuant to this contract shall not exceed \$1,800.00 unless otherwise agreed to by both parties. An Invoices will be sent for services rendered and payment is due within 14 days of receipt.

6. TAXES.

(a) Agent solely responsible for taxes. The Agent acknowledges that the Agent is not the Principal's employee and that the Agent is solely responsible for reporting and paying any tax or other cost assessed on the basis of the Principal's payment of compensation to the Agent under this Agreement.

(b) Principal will not withhold taxes. The Agent acknowledges and agrees that the Principal will not withhold any amount of compensation for the Agent's taxes, including but not limited to income tax, social security and Medicare tax, workers' compensation taxes or costs, unemployment compensation taxes or costs, or any other tax, cost, fee, or charge related to the Agent's compensation for services under this Agreement.

7. EXPENSES.

Agent shall be responsible for all expenses incurred while performing services under this Agreement, unless otherwise stated.

8. RECORDS.

During the Term and for a period of 3 years thereafter, the Agent shall maintain complete and accurate books and records with respect to the performance of its Duties hereunder, which books and records shall include (but not be limited to) copies of orders and confirmations thereof, invoices, invoice approvals, supporting documentation, shipping and payment records, and injury report documentation. The Principal shall have the right to inspect and/or obtain copies of the Agent's books and records with respect to the Agent's Duties or the performance thereof under this Agreement.

Site Athletic Trainer will furnish proof of hours used after as requested by their Athletic Director and/ or Site Administrator.

9. DISCLOSURE OF STUDENT INFORMATION

1. The Parties understand and agree that, in order for the Agent to effectively provide the Duties as described herein, the Agent may have access to and/or generate information that may be considered confidential student information, subject to the protections of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 Code of Federal Regulations Part 99, and California Education Code sections 49060-49085.
2. Whereas parental consent is generally required in order for a school district to disclose confidential student information, an exception exists wherein a school district may disclose confidential student information to a contractor or consultant, such as the Agent, with a legitimate educational interest who has a formal written agreement or contract with the school district regarding the provision of outsourced institutional services or functions by the contractor or consultant. (Ed. Code, § 49076, subd. (a)(2)(G)(i).)
3. The Agent will be furnishing qualified personnel to provide athletic training services that would otherwise be performed by employees of the Principal, and is thus considered a "school official" for purposes of 34 CFR §99.31(a)(1)(i) and Education Code section 49076, subdivision (a)(2)(G)(i).
4. The Agent and/or its employees/ and or independent contractors shall not disclose personally identifiable student information to any other party without the consent of the parent or adult student.
5. The Agent and/or its employees/ and or independent contractors shall not use student information for any other purpose than the scope of work described herein.
6. The Agent shall permit the Principal access to any relevant records for purposes of completing authorized audits.

10. INSURANCE.

The Agent must maintain general liability, professional liability, errors and omissions insurance or bonds in amounts of \$2 million/ incident, \$4 million aggregate. The Agent must provide the Principal with proof of insurance on the Principal's request and must immediately notify the Principal in writing if the Agent's insurance terminates, is cancelled, suspended, or changes materially, including but not limited to a change in the amount of insurance.

The independent contractor athletic trainer will perform Live Scan fingerprinting and/ or TB testing prior to reporting to the contract site and results will be transmitted to the district, if required.

11. TERMINATION.

This Agreement may be terminated:

1. By either Party on provision of thirty (30) days written notice to the other Party, with or without cause.

1. By either Party for a material breach of any provision of this Agreement by the other Party, if the other Party's material breach is not cured within thirty (30) days of receipt of written notice thereof.
2. By the Principal at any time and without prior notice, if the Agent is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the Principal, or is guilty of serious misconduct in connection with performance under this Agreement.

Following the termination of this Agreement for any reason, the Principal shall promptly pay the Agent according to the terms for its performance of Duties before the effective date of the termination. The Agent acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

If at any time during the Term, the Agent does not have, or fails to maintain, a license required to perform services or receive compensation under this Agreement (including if the Agent's license is revoked by a licensing or regulatory agency but not including a temporary suspension of the Agent's license), it shall be considered a material breach of this Agreement by the Agent and this Agreement shall be terminated as of the date that the Agent first lost, or failed to maintain, the license without regard to when the Principal learns of the loss of, or failure to maintain, the license or when the Principal notifies the Agent that this Agreement has been terminated. The Principal may recover any compensation paid to the Agent after the Agent loses or fails to maintain any such license.

12. AMENDMENTS.

This Agreement may be amended only with the unanimous written consent of both Parties.

13. PARTIES' REPRESENTATIONS AND WARRANTIES.

The Parties hereby represent and warrant that:

1. Authority. Each Party is a legally existing entity with the authority to enter into this Agreement.
2. Compliance with Law. Each Party warrants that it has complied and will comply fully with all applicable laws, regulations, statutes, and ordinances.

14. INDEMNIFICATION.

Each Party will indemnify, hold harmless, and defend the other Party from and against any and all claims, litigations, losses, liabilities, costs, and other expenses incurred as a result of a material breach of the terms of this Agreement. The Agent will indemnify and hold harmless the Principal (including its directors, officers, attorneys, and employees) from any claims, liability, judgments, damages, or costs (including reasonable attorneys' fees asserted or awarded against or incurred by the Principal as a result of any act, error, or omission of the Agent).

15. USE OF TRADEMARKS.

The Parties recognize the right, title, and interest in and to all service marks, trademarks, and trade names used by the Parties and agrees not to engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair the Parties right, title, and interest therein, nor shall the Parties cause diminishment of the value of said trademarks or trade names through any act or representation. The Parties shall not apply for, acquire, or claim any right, title, or interest in or to any such service marks, trademarks, or trade names, or others that may be confusingly similar to any of them, through advertising or otherwise. Effective as of the termination of this Agreement, the Parties shall cease to use all of the trademarks, marks, and trade names.

16. RELATIONSHIP OF PARTIES.

The Agent is an independent contractor and is not an employee or partner of the Principal.

17. ASSIGNMENT.

Neither Party may assign this Agreement or any interest herein without the other Party's express prior written consent.

18. SUCCESSORS AND ASSIGNS.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the successors and assigns of the Parties.

19. NO IMPLIED WAIVER.

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

20. NOTICE.

Any notice or other communication provided for herein or given hereunder to a Party hereto shall be in writing and shall be given in person, by overnight courier, or by mail (registered or certified mail, postage prepaid, return receipt requested) to the respective Party as follows:

If to the Principal:

Folsom Lake College

10 College Parkway

Folsom, California 95630

If to the Agent:

ATvantage Athletic Training

500 N Estrella Parkway St. B2 #475

Goodyear, AZ 85338

21. GOVERNING LAW.

This Agreement shall be governed by the laws of the state of Arizona, without regard to its conflicts of law provisions.

22. COUNTERPARTS/ELECTRONIC SIGNATURES.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

23. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, (i) the invalid or unenforceable provision or term shall be replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term or provision and (ii) the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect.

24. ENTIRE AGREEMENT.

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, agreements, and representations, whether oral or written, and whether or not executed by either Party. No modification, amendment, or other change may be made to this Agreement unless reduced to writing and executed by authorized representatives of both Parties.

25. HEADINGS.

The headings of sections in this Agreement are provided for convenience of reference only and are not intended to be a part of or affect the meaning or interpretation of this Agreement or any section.

26. ARBITRATION

The Parties agree that any dispute or controversy arising out of this Agreement shall be settled by Arbitration to be held in the state of Arizona, in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the Parties. Judgment may be entered on the arbitrator's decision in any court having jurisdiction. The Parties shall each pay one-half of the costs and expenses of such arbitration, and each of the parties shall separately pay counsel fees and expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

PRINCIPAL	AGENT
Folsom Lake College	ATvantage, LLC
 SIGN HERE Matt Wright	 SIGN HERE Ginny Garner
Name: Matt Wright	Name: Alisha M. Pennington
Title: Dean/Athletic Director	Title: Owner/Operator
Date: June 21, 2018	Date: June 21, 2018